

Standard Form of Agreement Between Owner and Architect for a Small Project

1993 SMALL PROJECTS EDITION

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This AGREEMENT is made: May 22, 2003
(Date)

BETWEEN the Owner:
Nassau County Board of County Commissioners

and the Architect:
Fleet & Associates Architects/Planners, Inc.

for the following Project:
American Beach Community Center

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the project, including normal structural, mechanical and electrical design services. Services shall be performed in a manner consistent with professional skill and care. The Architect shall provide services according to the attached Project Work Plan.

1.1 During the Design Phase, the Architect shall perform the following tasks:

- .1 describe the project requirements for the Owner's approval;
- .2 develop a design solution based on the approved project requirements;
- .3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
- .4 assist the Owner in filing documents required for the approval of governmental authorities; and
- .5 assist the Owner in obtaining proposals and award contracts for construction.

1.2 During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of a Small Project. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

© 1993 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT B155 - OWNER-ARCHITECT AGREEMENT--SMALL PROJECTS EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: american beach b155.aia -- 6/10/2003. AIA License Number 1100730, which expires on 8/31/2003.

**ARTICLE 2
OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

**ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS**

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

**ARTICLE 4
TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

- 5.1 This Agreement shall be governed by the law of the location of the project.
- 5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current as of the date of this Agreement.
- 5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

**ARTICLE 6
PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Owner shall compensate the Architect as follows.

6.1 The Architect's Compensation shall be:

(Indicate method of compensation.)

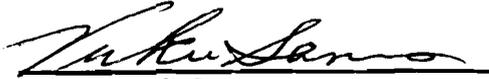
A lump sum fee of twenty-eight thousand, five hundred dollars (\$ 28,500), payable according to the attached fee schedule,
~~of which an initial payment retainer of dollars (\$ ---) shall be paid upon execution of this Agreement and shall be credited to the final payment.~~

6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, ~~plus an administrative fee of --- percent (---%)~~

(List reimbursable items.)

application or permit fees,
postage and handling of Drawings and Specifications,
renderings or models requested by the Owner.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


VICKIE SAMUS
Its: Chairman

ATTEST:


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:


MICHAEL S. MULLIN

AMERICAN BEACH COMMUNITY CENTER

PROJECT WORK PLAN

FEE SCHEDULE

PHASE I - Program Development

\$ 2,500

1. Develop Stakeholders Committee
Stakeholders Meeting
2. Prepare Building Program
3. Client Review Meeting

PHASE II - Schematic Design Phase

\$ 5,500

1. Review Survey/Site Plan
2. Development of Alternatives
3. Stakeholders Meeting
4. Prepare Schematic Design
5. Stakeholders Meeting
6. Schematic Design Documents Submittal
7. Client Review Meeting

PHASE III - Construction Documents Phase

\$14,000

1. Prepare Construction Documents
2. Construction Documents Submittal
3. Client Review Meeting
4. 3 Sets Signed & Sealed for Permit

PHASE IV - Bidding Phase

\$ 1,000

1. Document Distribution
2. Assist with Bidding
3. Client Review Meeting

PHASE V - Construction Phase

\$ 5,500

1. Pre-Construction Conference
2. Client Review Meeting
3. Construction Administration

Total Proposed Fee

\$28,500

Additional Stakeholders Meetings
Additional Client Meetings

\$ 800 per meeting
\$ 250 per meeting

CONTRACT SIGN OFF

PROJECT NAME Engineering Svc. - American Bch PROJECT # _____
Community Center

VENDOR Fleet & Associates

ADDRESS 4041 Sunbeam Road
Jacksonville, FL 32257

CONTRACT AMOUNT \$28,500 DATE REC'D _____

FUNDING SOURCE: CDBG Fund - American Bch Community Center

DATE TO PUBLIC WORKS DIRECTOR _____ REC'D PWD _____

DATE TO P.W. CONTRACT MGR _____ REC'D PWCM _____

DATE TO COUNTY COORDINATOR _____ REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 6-13-03 REC'D CO. ATTY _____

DATE TO CLERK 6-13-03 REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY  DATE 6/13/03

CLERK Jmo DATE 6/13/03

Payment terms need to comply to 45 Day rule
APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
TO FINANCE DATE _____
TO VENDOR _____
TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

**Transmittal
Letter**



FLEET & ASSOCIATES
ARCHITECTS/PLANNERS, INC.
4041 Sunbeam Rd. Jacksonville Fl. 32257
(904) 730-8103 FAX 730-8105

Date: June 10, 2003

To: Nassau County Board of County Commissioners
Joyce Bradley , Legal Services Dept. Head

Re:

COPIES	DESCRIPTION
2	Original Contracts
2	Scope of Work

Remarks : If you have any question or need additional information, please let me know.

BY: Janis K. Fleet, AICP

1 From Please print and press hard.

Date 7-1-03 Sender's FedEx Account Number 1655-6271-2

Sender's Name J. M. Oxley, Jr. Phone (904) 321-5703

Company BOARD OF COUNTY COMMISSIONERS

Address 191 NASSAU PL Dept./Floor/Suite/Room _____

City YULEE State FL ZIP 32097-6303

2 Your Internal Billing Reference American Beach Arch. Svcs.
First 24 characters will appear on invoice.

3 To

Recipient's Name Janis K. Fleet, AICP, Pres. Phone () _____

Company Fleet & Associates

Address 4041 Sunbeam Road We cannot deliver to P.O. boxes or P.O. ZIP codes.

To "HOLD" at FedEx location, print FedEx address.

Address _____ Dept./Floor/Suite/Room _____

City Jacksonville State FL ZIP 32257

4a Express Package Service Packages up to 150 lbs. Delivery commitment may be later in some areas.

FedEx Priority Overnight Next business morning FedEx Standard Overnight Next business afternoon FedEx First Overnight Earliest next business morning delivery to select locations

FedEx 2Day Second business day FedEx Express Saver Third business day
FedEx Envelope (rate not available. Minimum charge: One-pound rate)

4b Express Freight Service Packages over 150 lbs. Delivery commitment may be later in some areas.

FedEx 1Day Freight* Next business day FedEx 2Day Freight Second business day FedEx 3Day Freight Third business day

* Call for Confirmation. * Declared value limit \$200

5 Packaging

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak Other

6 Special Handling Include FedEx address in Section 3.

SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes

HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight

HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?
One box must be checked.

No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Dry Ice, 6, UN 1845 x _____ kg

Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging. Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. _____ Exp. Date _____
Credit Card No. _____

Total Packages	Total Weight	Total Declared Value*
1		\$ _____ .00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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or call 1.800.Go.FedEx® 800.463.3339.

0246607908

For architectural
approved by the
ers on June 23,
s project, and if
let us know.

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan
Marshall

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk
MICHAEL S. MULLIN
County Attorney

(904) 321-5703, 879-1029, (800) 958-3496

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