

CHANGE ORDER APPROVAL FORM

PROJECT: American Beach Community Center


CHANGE ORDER NUMBER: 1

DATE: 06/15/06

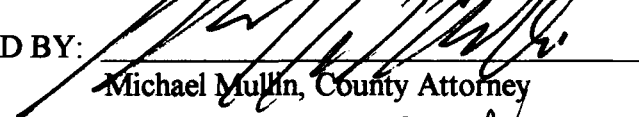
CONTRACT NUMBER: _____

TO CONTRACTOR: Fleet & Associates

Original Contract Sum.....	\$	<u>28,500.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>.00</u>
Contract Sum Prior to This Change Order.....	\$	<u>28,500.00</u>
Amount of This Change Order (Add/ Deduct).....	\$	<u>10,000.00</u>
New Contract Sum Including this Change Order.....	\$	<u>38,500.00</u>

APPROVED BY: 
 Michael Mahaney, County Administrator

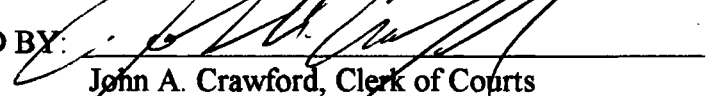
DATE: 7/24/06

APPROVED BY: 
 Michael Mullin, County Attorney

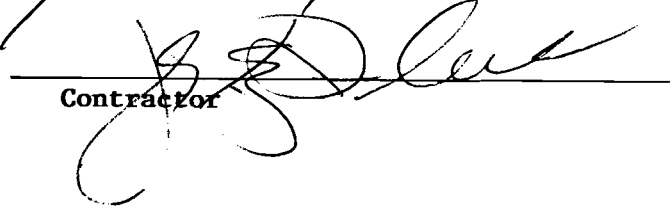
DATE: 7/24/06

APPROVED BY: 
 Thomas D. Branan, Chairman

DATE: 7/24/06

APPROVED BY: 
 John A. Crawford, Clerk of Courts

DATE: 7/24/06

ACCEPTED BY: 
 Contractor

DATE: 8/15/06

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

1993 SMALL PROJECTS EDITION

BECAUSE THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, WE ENCOURAGE YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT. SOME STATES MANDATE A CANCELLATION PERIOD OR REQUIRE OTHER SPECIFIC DISCLOSURES, INCLUDING WARNINGS FOR HOME IMPROVEMENT CONTRACTS, WHEN A DOCUMENT SUCH AS THIS WILL BE USED FOR WORK ON THE OWNER'S PERSONAL RESIDENCE. YOUR ATTORNEY SHOULD INSERT ALL LANGUAGE REQUIRED BY STATE OR LOCAL LAW TO BE INCLUDED IN THIS AGREEMENT. SUCH STATEMENTS MAY BE ENTERED IN THE SPACE PROVIDED BELOW, OR IF REQUIRED BY LAW, ABOVE THE SIGNATURES OF THE PARTIES. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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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.

6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within eighteen (18) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

6.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid ~~thirty (30)~~ ^{forty-five (45)} days after invoice date shall bear interest from the date payment is due at the rate of (), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect. Payments shall be made pursuant to the Florida Prompt Payment Act, F.S. 218.70.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

6.5 Architectural Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

DISPUTE RESOLUTION:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER

ARCHITECT

(Signature)

(see below)

(Printed name, title and address)

Board of County Commissioners
Nassau County, Florida

Nassau County Temporary Courthouse Facility
191 Nassau Place

Yulee, Florida 32097

(Signature)

Janis K. Fleet, AICP, President

(Printed name, title and address)

Fleet & Associates Architects/Planners, Inc.

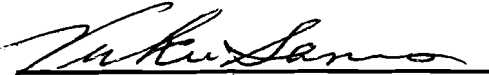
4041 Sunbeam Road

Jacksonville, Florida 32257

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Electronic Format B155-1993

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

\$ 800 per meeting

Additional Client Meetings

\$ 250 per meeting

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
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