

A G R E E M E N T

THIS AGREEMENT entered into this 8th day of August, 1995, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", and PQH ARCHITECTS, 8431 Baymeadows Way, Studio 1, Jacksonville, FL 32256, hereinafter referred to as "Consultant".

**WITNESSETH:**

WHEREAS, the County solicited architectural and engineering proposals for an addition to the Nassau County Courthouse, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant submitted a proposal to the County and was selected by the County as the best and most qualified applicant; and

WHEREAS, the County and the Consultant have negotiated mutually satisfactory terms for the execution of this Project.

NOW, THEREFORE FOR and IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, the County hereby engages the Consultant for professional services for the Project in accordance with the following:

SECTION 1

BASIC SERVICES OF THE CONSULTANT

1.1 STATEMENT OF CONSULTANT SERVICES

The Consultant shall furnish all services, documents, drawings, and other matters called for in this Agreement.

1.2 PERIOD OF SERVICE

*Approved 8/8/95*

*original + addendum 1  
filed under  
"P" in  
95-96  
contract  
files*

This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until the completion of the scope of services as determined by the County, or earlier termination as provided in Section 6.1 hereof.

### 1.3 COMMENCEMENT OF WORK

1.3.1 The Consultant shall not commence work without prior written Notice to Proceed from the County, and thereafter shall commence work on various phases only upon receipt of written Notice to Proceed as provided herein. Work may proceed on various phases on a concurrent or consecutive basis, or both, dependent upon the County's giving of written Notice to Proceed.

1.3.2 The giving of written Notice to Proceed shall be a condition precedent to any liability attaching to the County, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, the Consultant hereby releases the County from any claim for damages, whether in contract, tort or otherwise, in the event that no written Notice to Proceed is ever given pursuant to this Agreement.

### 1.4 GENERAL REQUIREMENTS

The Consultant shall perform architectural and engineering services for the Project and shall consult with the County during the performance of its services. The Consultant warrants that it now has or will secure at its own expense all personnel required to perform all services under this Agreement. The consultant shall not have any direct or indirect contractual relationship with any

officer or employee of the County which will conflict with its ability to perform hereunder. All personnel assigned to work shall be fully qualified for the work required. The Principal in Charge shall be Jose M. Perez, AIA and the Project Architect shall be Rob

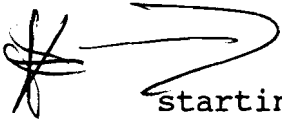
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1.4.1 All services performed by the Consultant shall be executed in cooperation and coordination with the County through its County Coordinator, and in the performance of such services the Consultant shall:

1.4.1.1 Maintain close liaison and cooperation with the County Coordinator, or his designee, during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.

1.4.1.2 Attend all meetings and conferences as arranged and required by the County, as directed by the County Coordinator, during the progress of the work hereunder to establish project criteria, to review County and State standards, and to discuss any other matters relating to the work.

1.4.1.3 Provide the County, within twenty-four (24) hours, with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to the Project.

 1.4.1.4 Provide the County with schedules, including starting dates and contemplated completion dates, for the work hereunder and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County

may require must be approved by the County.

1.5 SCOPE OF PROJECT: Architectural and Engineering Services:

1.5.1 CONSTRUCTION SCOPE

1.5.2 Demolition Drawings for removal of all structural elements involved in the area proposed for the project addition.

1.5.3 Construction Documents for an addition to be located adjacent to the existing facility plus miscellaneous improvements to the existing building.

1.5.4 Architectural, Mechanical and Electrical Design Work to be included in this Phase of the project is as follows:

(1) New addition to contain approximately 11,000 square feet in three (3) stores - (\$1,300,000.00 - County estimated costs).

(2) Coordination of improvements within the existing facility - (\$150,000.00 - County estimated costs).

(3) Miscellaneous improvements - \$350,000.00 (County estimated costs)

(i) Implementation of ADA deficiencies;

(ii) Coordination with State Historic Board

(iii) Study of Life Safety Code

(iv) Other improvements that Consultant may identify.

1.5.5 It is intended that the consultant's services will result in all drawings, sketches, and other documents needed for the County to construct the most suitable concept for the Project.

1.5.6 Consultant services for the project shall be in

three (3) phases - (1) Schematic Design (30% Submittal), (2) Final Design (60%, 90% and 100% submittals of construction documents), and (3) Construction administration.

## 1.6 SCHEMATIC DESIGN PHASE

### 1.6.1 Scope of Work

1.6.1.1 The Consultant shall meet with the County's Civil Engineer or his designee and determine the status of the program to establish the project requirements.

1.6.1.2 The Consultant shall prepare a Schematic Design complete with sketches, drawings or other presentation material.

1.6.1.3 The Consultant shall provide Selective Demolition Documents.

1.6.1.4 Asbestos, Lead Paint, Soil Testing and Hazardous Material Testing is to be provided by the County.

1.6.1.5 The Consultant shall prepare a Schematic Design which indicates the scope, basic quality and location of all significant elements of the facility. It shall include indications of all materials, finishes, and configurations.

1.6.1.6 The Consultant will present locations and indications of finishes, furnishings and colors to be incorporated in the final design. Final color selection to be the responsibility of the Architect and the County's Civil Engineer or his designee.

1.6.1.7 The Schematic Design shall include a preliminary investigation to determine the requirements for complying with the regulatory agency rules.

1.6.1.8 The Consultant shall identify all permits which are anticipated to be required for construction and evaluate the likelihood and/or difficulties in obtaining each permit.

1.6.2 Schematic Design Requirements:

1.6.2.1 Up to ten (10) sets of the proposed Schematic design shall be furnished to the County Coordinator. Documents shall include the following items:

1.6.2.1.1 Location Map

1.6.2.1.2 Plan sheets showing plan view of the building, interior layout to functional areas, building section and elevations, preliminary wall sections and details, and other pertinent facilities anticipated to be constructed.

1.6.2.1.3 Opinion of Probable Cost.

1.6.2.1.4 Outline specifications, indicating the basic systems, materials finishes to be used in the facility.

1.6.3 Schematic Design Time Schedule

1.6.3.1 Provide the Schematic Design per time schedule to be established by the County.

1.7 FINAL DESIGN

1.7.1 Scope of Work

1.7.1.1 The Consultant shall prepare a final design complete with drawings and specifications to provide for the work in conformity with the documents approved in the Schematic Design. It shall include such landscaping plans as required to provide for a complete, usable facility.

1.7.1.2 The Consultant shall assist with the

application for permits which are required for construction and remodeling of the renovated facility. Fees for required permits will be paid by the County and are not included in this scope of work.

1.7.2 Project Submittal Requirements

1.7.2.1 Final Design: Furnish to the County Coordinator ten (10) sets of sixty percent (60%) drawings, ten (10) sets of ninety percent (90%) drawings, and ten (10) sets of one hundred percent (100%) drawings. These documents will be marked up by the agencies involved and returned for inclusion in follow-on design work. Each agency's mark up shall be returned with the next follow-on submittal, showing the Consultant's responses to each agency's comments. At the sixty percent (60%) completion point, the plans should include the following items, as a minimum, in addition to the previous submittal:

1.7.2.1.1 Location map with limits of construction, north arrow and scale.

1.7.2.1.2 Design drawing for the addition and renovation of the existing building complete with the structural, plumbing, mechanical, and electrical engineering design.

Five (5) sets of draft specifications, to include the bidding documents for the contract shall be furnished to the County Coordinator at the sixty percent (60%) and one hundred percent (100%) submittals for review, comment, and return to the Consultant.

Following correction of the one hundred percent (100%)

completion set, up to twenty (20) sets of drawings and specifications for construction shall be furnished to the County Coordinator for bidding, bound and ready for distribution. The County will advertise, receive, and open bids; and write and award the construction contract(s).

1.7.3 Estimates: Budget estimates for the anticipated cost of construction will be furnished at the sixty percent (60%) completion point in two (2) copies to the County Coordinator. At the one hundred percent (100%) completion point, a final Opinion of Probable Cost will be furnished to the County Coordinator, using the bidding documents incorporated in the specifications.

1.7.4 Design Reviews: The consultant, when submitting drawings at the thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) completion points, will allow one (1) week's review time for each submittal, and, if requested, will attend a review conference at the end of each period to discuss the agency comments. If the County's review requires more time, the Consultant's succeeding design review submittals will be adjusted accordingly. In addition, if directed by the County Coordinator, a complete review will be held at the project site. Any changes, refinements, or modifications developed in each review shall be incorporated into the design or otherwise disposed of before proceeding to follow on design work.

1.7.5 Permitting Requirements:

1.7.5.1 By the thirty percent (30%) Design submittal, the Consultant shall provide the County with a list of known



permits which will need to be secured to construct the project.

1.7.5.2 At the sixty percent (60%) and one hundred percent (100%) levels of Final Design, the Consultant shall arrange a design review meeting with the following:

1.7.5.2.1 Fire Marshal

1.7.5.2.2 Building and Zoning Inspection Division

(a) Mechanical Inspection Supervisor

(b) Plumbing Inspection Supervisor

(c) Electrical Inspection Supervisor

The comments from these reviews shall be incorporated into the Final Design.

1.7.5.3 The consultant shall take minutes/notes of all meetings with the permitting agencies. These notes shall be transcribed and copies furnished to the County Coordinator within forty-eight (48) hours of the meetings.

1.7.6 Additional Requirements:

1.7.6.1 Plans should be on standard 24" x 36".

1.7.6.2 Specifications shall be on standard 8-1/2" x 11" paper.

1.7.6.3 The County shall be the Owner of the final documents.

1.7.6.4 The Consultant shall take notes of all design/review meetings held with County agencies. These notes shall be transcribed and furnished to the County Coordinator for his concurrence no later than ~~two (2)~~ <sup>five (5)</sup> working days after the date of the meeting.

## 1.8 CONTRACT ADMINISTRATION PHASE

The Consultant shall:

1.8.1 Make periodic visits to the Project site while actual construction is in progress as needed, but not less than once every other week, appropriate to the various stages of construction. The Consultant, is to coordinate with the County's Civil Engineer or his designee in order to observe and determine if the work is proceeding in substantial accordance with the Contract Documents. On the basis of such on-site visits, the Consultant shall endeavor to protect the County against defects and deficiencies in the work and shall, within one (1) week following each visit, submit a written report to the County detailing the Consultant's observations. Any failure to conform to the Contract Documents or which in any way appears to be deficient, defective, or otherwise not in accordance with good engineering or construction practices shall be reported during the visits and shall be followed up with a written report within one (1) working day.

1.8.2 During the visits to the site, the Consultant with the County's Civil Engineer, or his designee, shall check and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results tests and inspections, and other data which the contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements and information given in the Contract Documents, and assemble maintenance and operating instructions, schedules,

guarantees, bonds and certificates of inspection as required in construction contracts related to the Project.

1.8.3 Based upon the Consultant's on-site observations as an experienced and qualified professional and on its review of the contractor's applications for payment and supporting data, recommend to the County's Civil Engineer for approval or disapproval of the contractor's applications for payment.

1.8.4 Make site visits with the County's Civil Engineer or his designee to determine if the Project is substantially complete, and a final site visit to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations thereunder so that the Consultant may recommend approval, in writing, of final payment to the contractor.

1.8.5 Receive, review, and approve record drawings prepared by the Contractor for compliance with the requirements of the Contract Documents.

1.8.6 Take all steps necessary for the finalization of record drawings within the one (1) month period following the date of final acceptance of the Project by the County. Such period includes the time required by the contractor to prepare, check, and submit its record construction data and deliver same to the Consultant to review, approve, and forward record drawings to the County's Civil Engineer. Should said record drawings not be approved by the County, the Consultant shall take whatever steps are necessary to correct the record drawings and re-submit them to

the County until such are approved.

1.8.7 Participate in and conduct a warranty site visits eleven (11) months after the Project has been completed.

## SECTION 2

### THE COUNTY'S RESPONSIBILITIES

The County shall:

2.1 Advise as to its requirements for the work.

2.2 Assist the Consultant by placing at its disposal all available information pertinent to the Project which the County may have.

2.3 Guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required by the Consultant to perform its work under this Agreement.

2.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and render decisions pertaining thereto within a reasonable time so as not to delay the work of the consultant. The County's review of any documents prepared by the consultant shall be solely for the purpose of determining whether such documents are generally consistent with the County's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

2.5 Obtain proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

2.6 The County Coordinator shall be the person to act as the

County's Project Manager with respect to the work to be performed under this Agreement, who shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the work covered by this Agreement.

2.7 Assist the Consultant in securing approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the work.

2.8 Furnish or direct the Consultant to provide at the County's expense any necessary additional services in connection with the work that may be required by the County ,provided that any such direction shall be given by the County to the Consultant in writing and shall provide a maximum indebtedness for such services.

2.9 The Consultant will be furnished all other information (or copies) available to the County's records which pertain to this project which it requests.

### SECTION 3

#### TIME SCHEDULE

3.1 Work shall commence immediately pursuant to a Notice to Proceed.

3.2 Time schedules are crucial to the County.

3.3 The Consultant shall set up a Construction Management Path, (time schedule subject to County approval) which shall delineate and define the time frame for the design/permitting and construction of said Project and the transfer of the plans to CAD.

Said Management Path shall be completed within thirty (30) days of the date of the execution of this Agreement.

SECTION 4

PAYMENT FOR SERVICES

4.1 The County shall pay to the Consultant, in increments proportional to satisfactory completion for all services actually, timely, and faithfully rendered for this Project. The Consultant's fee shall be \$145,000 and shall include:

i)	Basic Addition: (\$1,800,000.00 x 7.4%)	\$133,000.00
ii)	Supplemental Services for the Addition Facility Programming Measured Drawings Interior Design	\$ 7,000.00
iii)	Reimbursements Travel Reproduction	\$ 1,000.00 \$ 4,000.00
	TOTAL	\$145,000.00

4.2 The Consultant shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the County Coordinator in order to establish charges and to enable compensation therefore by the County as soon as practicable upon receipt, review, and approval of each such invoice. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the County Coordinator. Each invoice shall contain a

statement that is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

4.3 The County shall retain ten percent (10%) retainage from each invoice amount submitted by the Consultant. Final payment for final design shall be released upon satisfactory completion of one hundred percent (100%) of the final design as determined by the County Coordinator.

4.4 Any change in the scope of this contract requiring additional fees shall be approved, in writing, by both parties.

#### SECTION 5

##### ADDITIONAL SERVICES OF THE CONSULTANT

##### 5.1 AUTHORIZED ADDITIONAL SERVICES

If authorized in writing by the County, the consultant shall furnish or obtain from others additional services of the following types which shall be paid for by the County, provided that such services related to the original Request for Proposals and that such services are provided for by written amendment to this Agreement.

5.1.1 Prepare documents for alternate bids requested by the County.

5.1.2 Provide additional or extended services during construction made necessary by (1) work damaged during construction, and (2) defective or neglected work of the construction contractor.

5.1.3 Prepare to serve and serve as an expert witness for the County in any trial, hearing or other judicial, quasi-

judicial, or administrative proceeding at customary, reasonable, and usual rates to be established prior to serving as an expert witness.

5.1.4 Subsequent to completion of final design, revise previously approved Drawings and/or Specifications or any portions thereof that the County desires changed to accommodate changed conditions.

5.1.5 Provide additional services in connection with the Project, including services normally furnished by the County and services not otherwise provided for in this Agreement.

5.2 If authorized in writing by the County, the Consultant shall furnish additional services as regards the renovation of the existing Courthouse, if the County determines, that the work required for the renovations directly impacts and affects Consultant's work pertinent to his contract. If the County determines that the Consultant's services are required for the renovation work, the Consultant and the County, upon written notification from the County, shall enter into negotiations for the services based upon a schedule to be determined by the County. If the County and the Consultant have not entered into a contract, as to the renovations, within a time frame established by the County, the County may negotiate with any other consultants deemed necessary by the County.

## SECTION 6

### GENERAL CONDITIONS

#### 6.1 TERMINATION AND SUSPENSION



6.1.1 This Agreement shall continue and remain in full force and effect, as to all of its terms, conditions, and provisions as set forth herein, until and unless the County shall give written notice to the Consultant of its desire to terminate this contract with or without cause on a specified time and date thereafter. Such written notice to terminate this Agreement shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated, with twenty-four (24) hour notice in the event that funds become unavailable to the County for any reason whatsoever. In the event of any such termination, the Consultant shall be paid by the County for all services actually, timely, and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such services as are specifically authorized in writing by the County.

6.1.2 This Agreement, or any portion hereof, may be suspended from time to time for various periods of time in the event that the project proposed hereunder is delayed, postponed, or otherwise adversely affected, permanently or temporarily, by action of Nassau County. In the event of any such suspension, the Consultant shall be paid for all services actually, timely, and faithfully rendered up to the date of suspension and for all services so rendered after cessation of the suspension and resumption of the services.

6.1.3 If the County fails to issue written Notice to Proceed to Consultant within six (6) calendar months from the date

first above written or if the County suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, the Consultant shall the right at its option to terminate this Agreement by giving written notice thereof to the County. The giving of such written notice to terminate by the Consultant shall eliminate all further rights and obligations of the parties hereunder other than the Consultant's obligations set forth herein.

#### 6.2 OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, the original tracings of all drawings, maps and plats, the originals of specifications, the approved as-built drawings if the Consultant has performed contract administration, true copies of all computations, survey notes and diaries, and copies of memoranda and pertinent correspondence pertaining to the work (including a copy of all computer disks containing any of the aforementioned data). All such documents shall become the property of the County. The consultant shall not be liable for any use of such documents for other than the specific purpose intended without the Consultant's written verification or adaptation thereof.

#### By 6.3 ESTIMATES

~~Since~~ Since the Consultant has no control over the cost <sup>of</sup> labor, materials or equipment, or over contractors' methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of the Consultant's experience and represent its best

judgment as a design professional familiar with the construction industry. The Consultant does not guarantee that bids will not vary from its cost estimates and has no liability in the event the bids do so vary.

#### 6.4 INDEMNIFICATION

6.4.1 In consideration of Ten and no/100 Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged by the Consultant, the Consultant and any of its subcontractors shall indemnify and save harmless and defend the County, with counsel acceptable to the County, from all suits or actions of every name and description brought against the County based upon: (1) personal injury, bodily injury (including death) or property damages (including destruction) received; or (2) claims, damages and expenses of any kind to the extent arising from or in connection with any negligent act, omission, or breach of contract of/by the Consultant or its subcontractors, its agents, employees, or assigns in providing the professional services called for herein.

6.4.2 The County shall indemnify and hold harmless the Consultant from any and all activities that arise with respect to any work or equipment associated with the renovation of the existing facility as they might affect the addition that is being performed under this Agreement.

#### 6.5 INSURANCE

6.5.1 Without limiting its liability under this Agreement, the Consultant shall procure and maintain during the life of this

Agreement insurance of the types and in the minimum amounts stated below:

<u>SCHEDULE</u>	<u>LIMITS</u>
<u>Workers' Compensation</u> Florida Statutory Coverage & Employer's Liability (Including Appropriate Federal Acts)	Statutory/\$100,000.00
<u>Comprehensive General Liability</u> Premise-Operations	\$1,000,000.00 CSL
Products - Completed Operations Contractual Liability Independent Contractors (The County must be named as an additional insured under Comprehensive General Liability coverage)	
<u>Auto Liability</u> All autos-owned, hired or used	\$500,000.00 CSL
<u>Professional Liability Insurance</u>	\$500,000.00

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Prior to commencing any work on the Project, Certificates of Insurance approved by the County's County Coordinator evidencing the maintenance of said insurance shall be furnished to the County. The Certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until fifteen (15) days after receipt of written notice by the County.

6.5.2 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages.

## 6.6 SUCCESSORS AND ASSIGNS

The County and the Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, any assignment or transfer by the Consultant of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or Consultant.

## 6.7 NON-DISCRIMINATION PROVISIONS

6.7.1 The Consultant warrants that it maintains a policy of non-discrimination in its hiring or contractual policies.

6.7.2 The Consultant agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of Sub-Section 6.1 is hereby incorporated into and become a part of the subcontract.

## 6.8 RETENTION OF RECORDS

The Consultant and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for inspection and/or audit by the County.

## 6.9 COMPLIANCE WITH STATE AND OTHER LAWS

The Consultant shall comply with any and all applicable Federal, State, and local laws, rules, and regulations included, but are not limited to, Chapter 119, Florida Statutes, (The Public Records Act). If any of the obligations of this Agreement are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

#### 6.10 SETTLEMENT OF CLAIMS

In any case where the Consultant deems that extra compensation is due it for services or materials not clearly covered in this Agreement, the Consultant shall notify the County in writing by the County as an additional service, the Consultant shall notify the County in writing before it begins the work on which it bases the claim. The Consultant shall not commence such work without prior written authorization from the County. If such authorization is not previously given, or the claim is not separately and strictly accounted for, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the County's County Coordinator and the Consultant. In the event that a negotiated settlement is not consummated, the decision of the County Coordinator shall be final and conclusive as between the parties. In the event of a dispute in the interpretation of the provisions of this Agreement, the Consultant shall not be responsible for any time delays in the

Project caused by circumstances beyond the Consultant's control.

#### 6.11 ACCURACY OF WORK

The Consultant shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subcontractors without additional compensation. Acceptance of the work by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

At any time during the construction of the project provided for by the Contract Documents or during any phase of work performed by other based on data furnished by the Consultant under this Agreement, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefore.

The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the County caused by the Consultant's breach of contract or its negligent performance of any of the services furnished under this Agreement.

#### 6.12 PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed nor will it employ or retained any company or person, to solicit this

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The Consultant shall not be responsible for any time delays in the Project caused by circumstances beyond the Consultants Control Bf

Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement. For the breach or violation of these provisions, the County shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### 6.13 TRUTH IN NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, the Consultant agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.



#### 6.14 INDEPENDENT CONTRACTOR

In the performance of this Agreement, the Consultant shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer, or associate of the County. The Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized in the full performance of this Agreement.

#### 6.15 CONSULTANT DEFINED

As used herein, the term "Consultant" shall include, but not be limited to, its officers, employees, agents, subcontractors, and other persons, firms, partnerships, corporations, or other entities working for or on behalf of the Consultant and shall include the words "Engineer", "Architect", "Planner", or other term as appropriate.

#### 6.16 CONSTRUCTION

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

#### 6.17 SUPPLEMENTAL SERVICES

The consultant shall provide the following supplemental services:

6.17.1 Pursuant to a time schedule to be provided by the

County Coordinator, the Consultant shall provide personnel and visit the building to survey and measure the existing conditions to the best of his ability.

6.17.2 Assistance with programming of the proposed addition to include consultation with the Chief Judge, Circuit Court Judge, the County Court Judge, and the Clerk of the Court, and obtain approval of the County Commissioners.

6.17.3 Provide cost estimates to evaluate increases or reductions in the scope to stay within the proposed budget.

6.17.4 Interior design recommendations, taking into consideration the requirements of the Judiciary and the Clerk's office and budget consideration.

6.17.5 Consultant shall assist the County in the pre-qualification of general contractors and foundation sub-contractors.

#### 6.18 CONSULTANT'S CERTIFICATION

The Consultant hereby certifies that the firm has never been convicted of a public entity crime.

#### 6.19 ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this Agreement and those of the Exhibits attached hereto, the provisions of this Agreement shall govern.

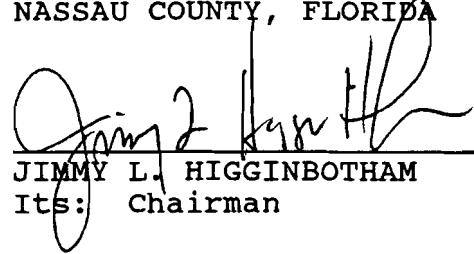
#### 6.20 AMENDMENTS

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

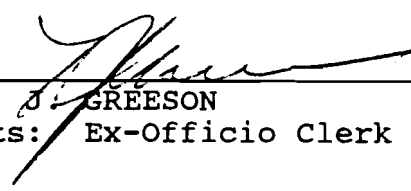
6.21 The parties hereto certify that the laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year aforementioned.


BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JIMMY L. HIGGINBOTHAM  
Its: Chairman

ATTEST:

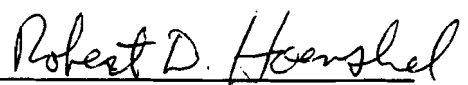
  
\_\_\_\_\_  
T. J. GREESON  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

CONSULTANT:

PQH ARCHITECTS

By:   
\_\_\_\_\_  
JOSE M. PEREZ, AIA  
ROBERT D. HOENSHEL

22/b:contract.pqh