

00 JUN 14 11:5:03
COMMUNICATIONS

June 14, 2000

FAXED/MAILED

Mr. Walt Gossett
Nassau County Coordinator
3163 Bailey Road
Fernandina Beach, Florida 32034

Re: Nassau County Courthouse

Dear Walt:

In accordance with your request, we shall consider two options of glazing the above referenced project. The first option would be to refurbish and restore the existing single pane windows, and the second is to provide new insulated glass windows with a low "E" factor. We understand that it is your intent to obtain pricing in order to select either of the above mentioned options.

As discussed, the use of either type of fenestration shall affect the energy consumption and air distribution throughout the building perimeter zones. Consequently, additional engineering studies and alternate construction documents would be required.

Our fee for the above items is established as follows:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1) Provide two (2) window specifications. One shall be selected as base bid, and the other as an alternate..... | \$ 1,000.00 |
| 2) Provide additional engineering to determine the new A/C unit and air distribution sizes; provide opinion of the probable mechanical and electrical construction cost reduction, and opinion of the probable operating cost reduction..... | \$ 4,700.00 |
| 3) Create alternate construction drawings in order to include both options in the documents..... | <u>\$ 4,000.00</u> |
| Total | \$ 9,700.00 |

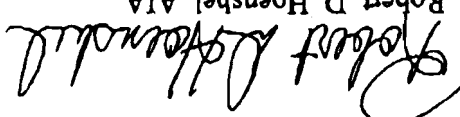
APPROVED

DATE 6/19/00 CA
approved Item I only

Mr. Walt Gossett
Nassau County Coordinator
June 14, 2000 - Page 2

Note that you may select 1 then 2 and then 3 in that order only. However, you do not have to select all three. We can stop at any point in the sequence. Feel free to call me if you have any questions.

Sincerely,


Robert D. Hoenshel, AIA
Vice President

RDH:cbr:nassaultr.06141

cc: Jose M. Perez
Bob Stasiewicz

AMENDMENT NO. 5
SUPPLEMENTAL SCOPE OF SERVICES
REVISED DESIGN SERVICES FOR THE RENOVATION
OF THE NASSAU COUNTY COURTHOUSE

APRIL 7, 2000

I. SCOPE OF PROJECT

A. The intent of the project is to implement the Revised Documents and incorporate the Revised Scope for the renovation of the historic Nassau County Courthouse. The Revised Documents completed as noted below shall be the basis for the design and documentation.

1. REVISED DOCUMENT PHASE: The Revised Documents to be in accordance with Attachment 'A' drawings as follows:

- a. A-1 Floor Plans dated 1/6/00, revised 1/12/00.
- b. A-2 Building Elevations dated 10/9/98
- c. A-3 Building Elevations dated 10/9/98

2. OTHER SUPPLEMENTAL SERVICES: Other Services to be provided in addition to the previous Amendments are as follows:

- a. Interior Design - Supplemental Work
- b. Civil Engineering including Stormwater Permitting, exterior ramps, parking and pavement design on southside of building.
- c. Travel Costs.

Supplemental Services not included in this Amendment are as follows:

- a. Design Services for Landscape/Irrigation Design, Sound and Video Design at Courtroom, Telecommunications System Design and Security System Design are not included. Consultant to include design/build budget allowances in the specifications for Landscape/Irrigation Design, Sound and Video Design at Courtroom, Telecommunications System Design, and Security System Design.

- b. Historic Preservation Consultant is not included at this time. However, the County understands that a Historic Preservation Consultant may be required to review the building and provide support documentation for the State Historic Board.

3. SCHEDULE:

- a. Schedule to be per Attachment 'B' dated February 25, 2000.
- b. Schedule shall be prepared and updated by the Consultant and submitted as part of each phase review.

4. CONSTRUCTION BUDGET:

- a. The Consultants opinion of probable cost assumes the cost of construction to be approximately \$2,250,000.00.
- b. The Consultant shall update the opinion of probable cost and re-submit any changes or modifications to the County as part of each phase review, as needed or as requested.

5. FEE FOR THIS AMENDMENT:

Supplemental Basic Services (See Attachment 'C')	\$ 43,927.00
Other Supplemental Services	
a. Interior Design - Supplemental Work	1,000.00
b. Civil Engineering - Supplemental Work	2,000.00
c. Reimbursables - Travel	973.00

TOTAL FEE FOR AMENDMENT NO. 5	\$ 47,900.00
-------------------------------	--------------

6. TOTAL CONTRACT AMOUNT:

The Total Contract Amount to date shall be as follows:

a. Basic Contract (8-5-95)	\$ 145,000.00
b. Amendment No. 1 (9-96)	296,201.00
c. Amendment No. 2 (9-2-98)	6,702.00
d. Amendment No. 3 (2-26-99)	23,698.00
e. Amendment No. 4 (4-27-99)	136,752.00
f. Amendment No. 5 (2-25-00)	47,900.00

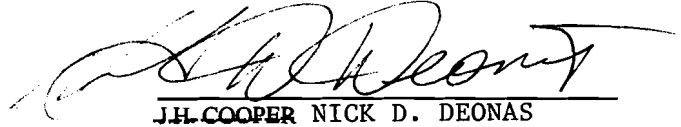
<u>TOTAL REVISED CONTRACT AMOUNT</u>	<u>\$ 656,253.00</u>
---------------------------------------------	-----------------------------

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

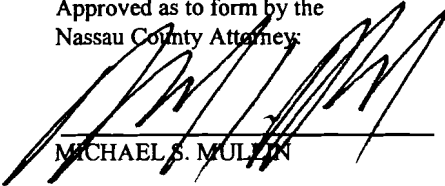


J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



J.H. COOPER NICK D. DEONAS
Its: Chairman

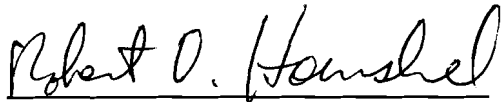
Approved as to form by the
Nassau County Attorney:



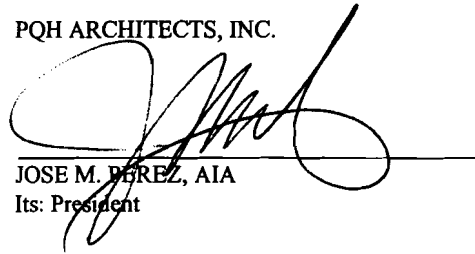
MICHAEL S. MULLEN

ATTEST:

PQH ARCHITECTS, INC.



ROBERT D. HOENSHEL, AIA
Its: Vice President



JOSE M. PEREZ, AIA
Its: President

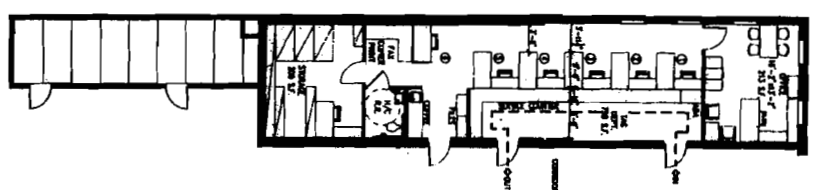


RICARDO E. QUINONES, AIA
Its: Vice President

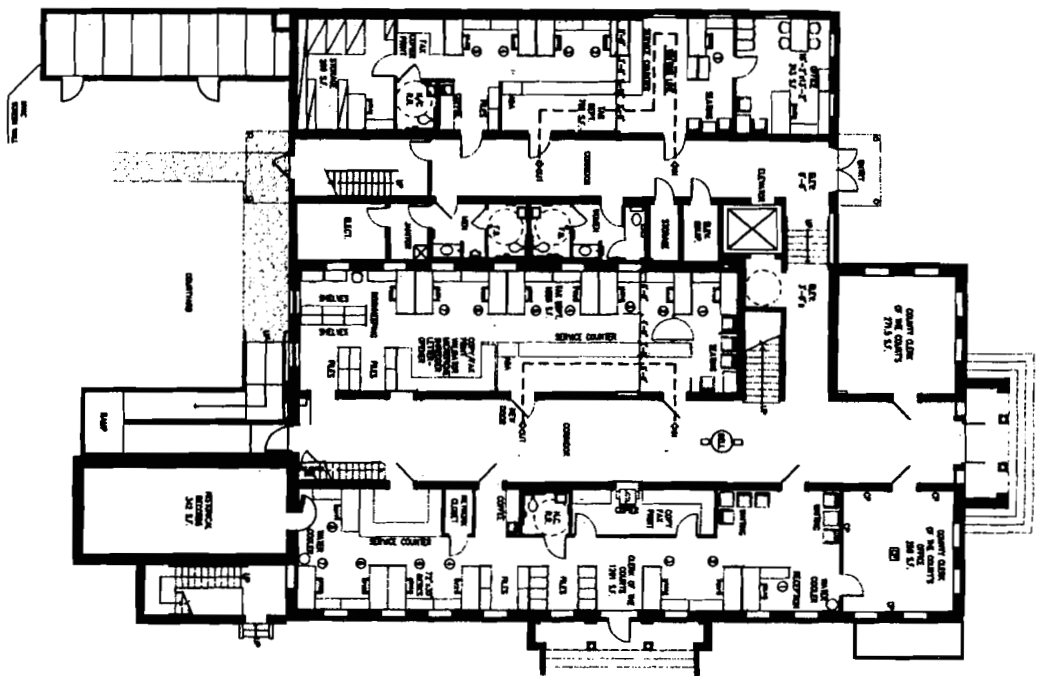
END OF AMENDMENT 5

jmp:cbr:nassauamend5.40700

PROPOSED ALTERNATE TAG DEPT. LAYOUT

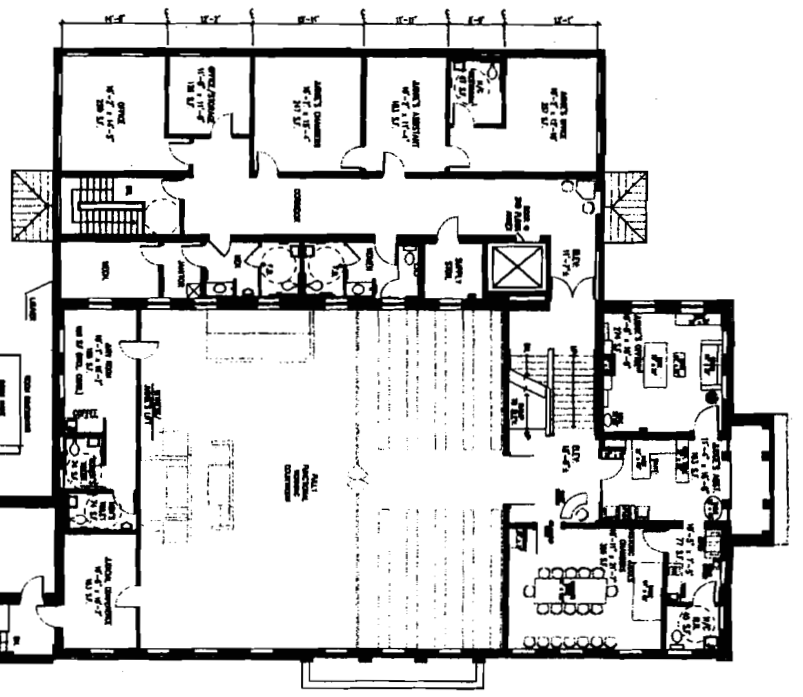


PROPOSED FIRST FLOOR PLAN

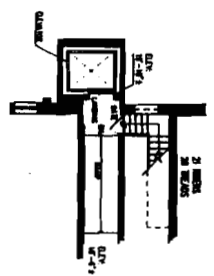


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PROPOSED SECOND FLOOR PLAN



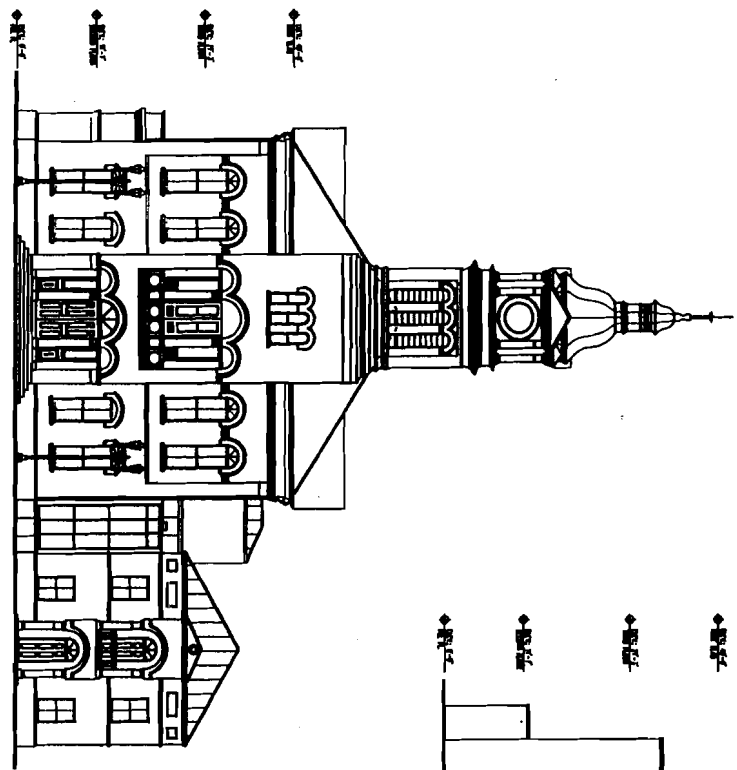
PROPOSED PARTIAL 2ND FLOOR TRANSITION PLAN



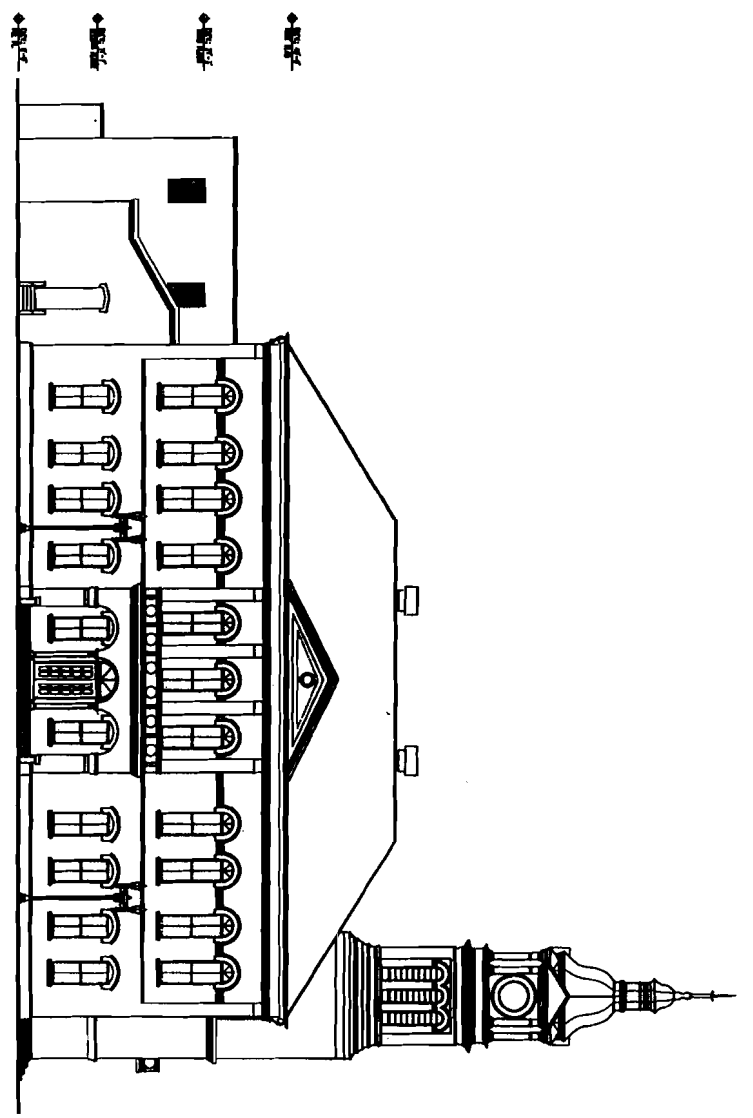
Handwritten signature and date: 8/11/04

ATTACHMENT "A"

2 NORTH ELEVATION



1 EAST ELEVATION



ATTACHMENT 'A'

DATE: 11/11/11
 A-2

BUILDING ELEVATIONS

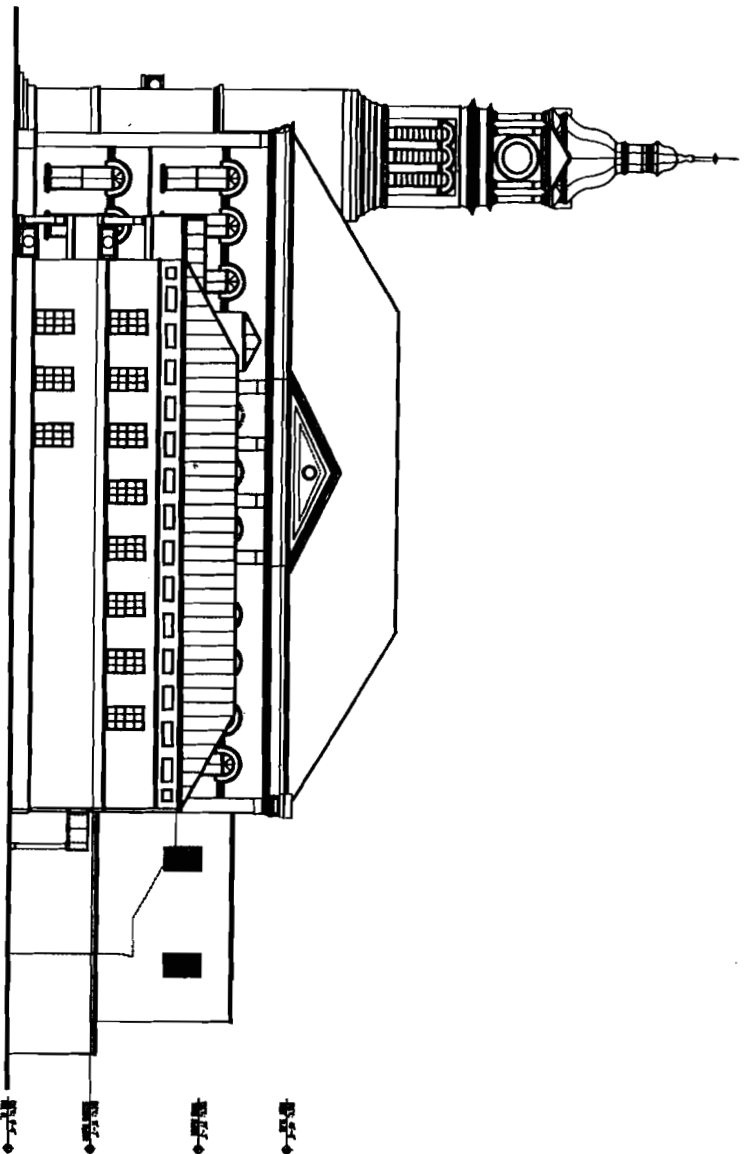
NASSAU COUNTY COURTHOUSE
 ALTERATIONS AND ADDITIONS
 FERRANDIA BEACH, FLORIDA

JOB NO.	REV.	DATE	REVISION

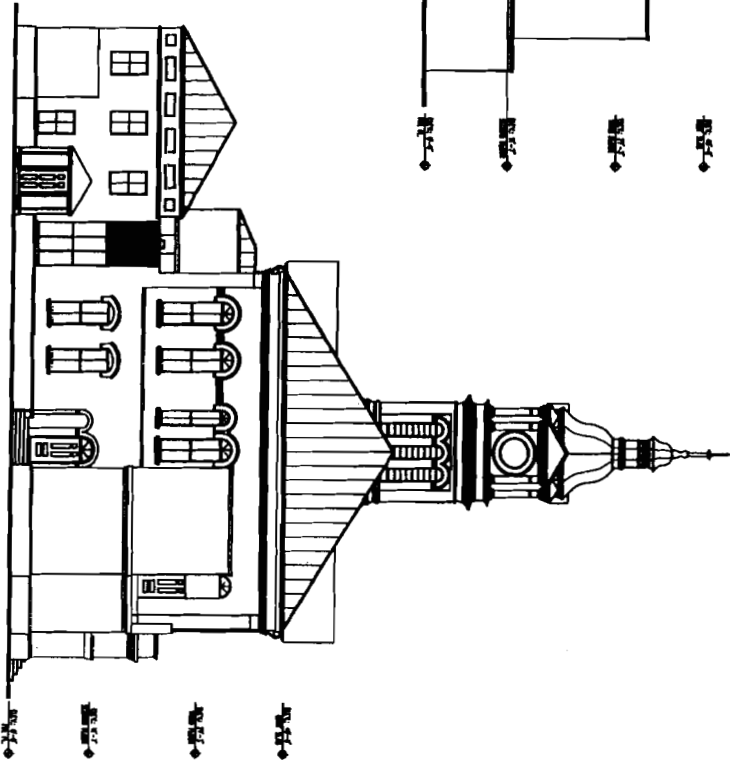
POH ARCHITECTS, INC.
 8001 BAYHARBOR BLVD., STUDIO 7
 JACKSONVILLE, FLORIDA, 32216

THIS DRAWING IS THE PROPERTY OF POH ARCHITECTS, INC. ALL RIGHTS OF DESIGN AND INVENTION ARE EXPRESSLY RESERVED. LET THE BE RESPONSIBLE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE PROFESSION IN CONNECTION.

West 1 WEST ELEVATION



West 2 SOUTH ELEVATION



ATTACHMENT 'A'

0 11 A-3 SHEETS	BUILDING ELEVATIONS	NASSAU COUNTY COURTHOUSE ALTERATIONS AND ADDITIONS FORTWORTH BEACH, FLORIDA	JOB NO. 0000 DATE 00/00/00 DRAWN BY CHECKED BY RECEIVED	DATE DESIGNED DATE DATE DATE	RECEIVED	POH ARCHITECTS, INC. 1401 ULTRAROAD NE, SUITE 100 JACKSONVILLE, FLORIDA, 32216	POH ARCHITECTS
			RECEIVED	RECEIVED	RECEIVED	RECEIVED	
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PQH ARCHITECTS Revised Scope of Work AMENDMENT 5 rev

Contract Number	95081 & 98094	PQH Manager	Robert Hoenshel	County Coordinator	Walt Gossett	Date	April 07, 2000
Work Description	Revised Scope		Facility Location				
			Nassau County Courthouse, Fernandina Beach, Florida				
PROJECT ADMINISTRATION		Rate		Time		Amount	
Principal		\$135.00		8		\$1,080.00	
Project Manager		\$100.00		25		\$2,500.00	
Architect		\$79.00		16		\$1,264.00	
Typist/Clerical		\$30.00		10		\$300.00	
					Sub-totals		59 \$5,144.00
ARCHITECTURE							
Project Manager		\$100.00		190		\$19,000.00	
Architect		\$79.00		175		\$13,825.00	
Designer		\$56.00		187		\$10,472.00	
Cadd Drafting		\$47.00		726		\$34,109.00	
Spec. Writer		\$64.00		40		\$2,560.00	
Estimator		\$53.00		9		\$477.00	
Typist/Clerical		\$30.00		100		\$3,000.00	
					Sub-totals		1,427 \$83,443.00
ELECTRICAL							
Electrical Engineer		\$79.00		100		\$7,900.00	
Designer		\$56.00		70		\$3,920.00	
Cadd Drafting		\$47.00		160		\$7,520.00	
Spec. Writer		\$64.00		20		\$1,280.00	
Typist/Clerical		\$30.00		16		\$480.00	
					Sub-totals		366 \$21,100.00
MECHANICAL							
Mechanical Engineer		\$79.00		55		\$4,345.00	
Designer		\$56.00		30		\$1,680.00	
Cadd Drafting		\$47.00		100		\$4,700.00	
Spec. Writer		\$64.00		0		\$0.00	
Typist/Clerical		\$30.00		12		\$360.00	
					Sub-totals		197 \$11,085.00
PLUMBING & FIRE PROTECTION							
Plumbing Engineer		\$79.00		40		\$3,160.00	
Fire Protection Engineer		\$79.00		30		\$2,370.00	
Designer		\$56.00		100		\$5,600.00	
Cadd Drafting		\$47.00		120		\$5,640.00	
Spec. Writer		\$64.00		12		\$768.00	
Typist/Clerical		\$30.00		8		\$240.00	
					Sub-totals		310 \$17,778.00
PROFESSIONAL SERVICES TOTALS							
						2,359	\$138,550.00
					CREDIT FOR AMENDMENT NO. 4		(\$94,623.00)
							<u>\$43,927.00</u>
98094AMEND5rev							\$43,927.00

POWELL & HINKLE ENGINEERING, P.A. (904) 264-5570
2105 PARK AVENUE, SUITE 10 FAX: (904) 278-2646
ORANGE PARK, FLORIDA 32073-5557 phe@southeast.net



FILE: 0276-07.LET

Mr. Jose M. Perez, AIA
P.Q.H. Architects, Inc.
4141 Southpoint Drive East
Jacksonville, FL. 32216

February 15, 2000

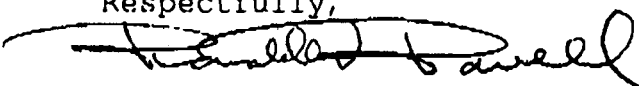
Re: Nassau County Courthouse Renovations
Fernandina Beach, Florida

Dear Jose:

This is to inform you that since this project has been delayed for such an extended period of time, we cannot proceed with the M/E engineering services for the fee we quoted you over a year ago.

Due to increased salaries and expenses and project scope revisions we will require additional \$7,500 for our fee.

Respectfully,


Ronald W. Powell, P.E.

Accepted: 

Date: 2-29-00

SUBJECT TO NASSAU COUNTY APPROVAL OF AMENDMENT N=5

April 7, 2000

Walter Gossett, County Coordinator
Nassau County Board of
County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035

Re: Amendment No. 5 Rev.
Nassau County Courthouse Renovation
Fernandina Beach, Florida

Dear Walt:

Pursuant to today's meeting with you, Chip Oxley, Mike Mullins, Rob Hoenshel and myself, I have prepared a revised Amendment No. 5 dated April 7, 2000. In addition, I have enclosed the requested back-up for the additional hours/fee from our firm and our consultants required to complete this project.

As discussed in our meeting, there are several reasons for the supplemental fees and additional hours. They are as follows:

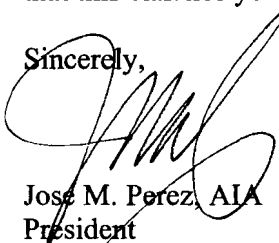
1. Increased Project Scope: There have been modifications to the design. Additional program spaces have been added to this building which were not part of the original concept or negotiated in Amendment No. 4.
 - A. Tax Collector: We were directed to include offices for the Tax Collector. This is a department not originally conceived for this building with spaces that are full of cabinetry which requires such detailing including areas for different size forms and license plates, and are not as simple as offices or meeting rooms.
 - B. Additional Judge: There is now space provided for a second judge. To date, we have designed a layout and been approved.
 - C. Full Service Clerk of the Court: Originally for this building, this department was to be a satellite operation, now it is a full operation. Consequently, this design is more involved than anticipated. In all cases regarding, tax collector, additional judge and full service offices of the clerk, PQH was involved in multiple meetings providing support and design services to accommodate these changes and increase in the scope.

Walter Gossett, County Coordinator
Nassau County Board of
County Commissioners
April 7, 2000 - Page 2

2. Additional Construction Document Services: PQH has to incorporate the design of the increase scope into additional working drawings. These will take more effort on the Architect's part as well as coordination with the engineering consultant.
3. Separate Demolition Documents: Since the layout was never approved from Amendment No. 4, we could not do the demolition documents simultaneously. Note on the first sheet of Amendment No. 4 (copy attached), where it was specifically stated that "...separate demolition documents shall not be required." In fact, we had to do separate demolition documents.
4. Higher Labor Costs: We have been working on this project since 1995. Over the last year, the business climate has been such that there has been a lack of available personnel. Consequently, the available qualified personnel in our office has required higher labor costs which has affected both our direct and indirect costs.
5. Additional Site Engineering: Two (2) Handicapped Parking and four (4) spaces for use by the County. Handicapped ramp to the rear door in the Main Hall. Additional impervious surface will need to be permitted with St. Johns River Water Management District.

These are the main reasons for the additional fees as presented in the enclosed Amendment No. 5. I hope that this clarifies your questions. We look forward to a successful completion of this project.

Sincerely,



Jose M. Perez, AIA
President

JMP:cbr:nassaultr407

Enclosures

cc: Chip Oxley, Clerk of the Court

AMENDMENT NO. 4
SUPPLEMENTAL SCOPE OF SERVICES
REVISED DESIGN SERVICES FOR THE RENOVATION
OF THE NASSAU COUNTY COURTHOUSE

April 27, 1999

I. SCOPE OF PROJECT

A. The intent of the project is to implement the Feasibility/Programming Study and incorporate the Revised Scope for the renovation of the historic Nassau County Courthouse. The Feasibility and Programming Phase completed October 12, 1998 shall be the basis for the design and documentation. The Design and Contract Document Phase of the Renovation shall contain the following components:

1. BASIC SERVICES: Provide Basic Services in accordance with Section 1 of the original Agreement dated August 8, 1995, except for Section 1.5 Construction Scope, and Section 1.8 Construction Administration Phase. PQH Architects, Inc., shall incorporate demolition documents into the revised Design Services. Separate demolition documents shall not be required.
2. CONTRACT DOCUMENT PHASE: The Final Documents to be per the Revised Feasibility/Programming Study completed by PQH Architects, Inc., and in accordance with Attachment 'A' drawings dated 10-9-98 as follows:
 - a. A-1 Floor Plans
 - b. A-2 Floor Plans/Partial Roof Plan
 - c. A-3 Building Elevations
 - d. A-4 Building Elevations
3. SUPPLEMENTAL SERVICES: Services to be provided in addition to the Basic Services are as follows:
 - a. Energy Analysis and Forms for Permitting
 - b. Interior Design
 - c. Civil Engineering including Stormwater Permitting, excluding any pavement design.
 - d. Reimbursable Expenses to include allowances for Reproductions, Long Distance, Postage, and Travel including 25 trips to Fernandina Beach (25 trips x 96 mi. x \$.28/mi) and 2 trips to Tallahassee (2 trips x 320 mi x \$.28/mi).

Nassau County Courthouse

<u>Services</u>	Amend. No. 3 (2-26-99)	Amend. No. 4 (4-27-99)	Spent to Date	Balance	New Fee	Amend. No. 5 (4-07-00)rev New Fee-Balance
Basic Services	\$0.00	\$151,000.00	\$56,377.00	\$94,623.00	\$138,550.00	\$43,927.00
Energy Forms	\$0.00	\$600.00	\$0.00	\$600.00	\$600.00	\$0.00
Interior Design	\$0.00	\$3,500.00	\$0.00	\$3,500.00	\$4,500.00	\$1,000.00
Civil Engineering	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$3,000.00	\$2,000.00
<u>Reimbursables</u>						
Travel	\$0.00	\$850.00	\$973.00	(\$123.00)	\$850.00	\$973.00
Reproduction	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00	\$0.00
Long Distance	\$0.00	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00
Demolition Documents	\$23,698.00	(\$23,698.00) *	\$0.00	\$0.00	\$0.00	\$0.00
	\$23,698.00	\$136,752.00	\$57,350.00	\$103,100.00	\$151,000.00	\$47,900.00

Summary of Increased Fee for Basic Services

New Work / Separate Demo Docs	\$32,530.00
Higher Labor Costs	\$3,897.00
Increased cost for MEP	\$7,500.00
TOTAL	\$43,927.00

Agenda Request For: April 17, 2000

Department: County Coordinator's Office

Fund: 365 Small County Surtax

Action requested and recommendation:

Consideration of request to approve Amendment 5 to PQH contract for design services for the renovation of the Historic Courthouse.

Funding Source: Historic Courthouse Renovation
Transfer from Reserves for Contingencies
05999599-599001

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Needed to complete design process.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

N/A

Reviewed by:

Legal

Finance

Coordinator



NOTICE TO PROCEED

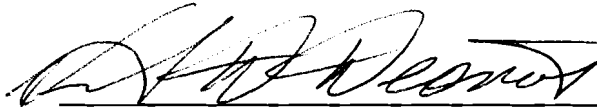
TO: **PQH ARCHITECTS**
4141 SOUTHPOINT DRIVE EAST
JACKSONVILLE, FL 32216

Date: April 19, 2000

Project: Renovation & Restoration
Nassau County Historic Courthouse
416 Centre Street
Fernandina Beach, Florida 32034

Pursuant to the Agreement between Nassau County and PQH Architects, you are hereby authorized to proceed with the work as set forth in Amendment 5 to said contract, approved by the Board of County Commissioners of Nassau County, Florida on April 17, 2000. The cost for said amendment not to exceed ~~\$43,927~~. \$ 47,900⁰² RH

NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Robert O. Hoenshel this the 28TH day of
April, 2000.

By: Robert O. Hoenshel
Title: Vice President

RECEIVED
\$1,000

- b. Historic Preservation Consultant is not included at this time. However, the County understands that a Historic Preservation Consultant may be required to review the building and provide support documentation for the State Historic Board.

3. SCHEDULE:

- a. Schedule to be per Attachment 'B' dated February 25, 2000.
- b. Schedule shall be prepared and updated by the Consultant and submitted as part of each phase review.

4. CONSTRUCTION BUDGET:

- a. The Consultants opinion of probable cost assumes the cost of construction to be approximately \$2,250,000.00.
- b. The Consultant shall update the opinion of probable cost and re-submit any changes or modifications to the County as part of each phase review, as needed or as requested.

5. FEE FOR THIS AMENDMENT:

Supplemental Basic Services (See Attachment 'C')	\$ 43,927.00
Other Supplemental Services	
a. Interior Design - Supplemental Work	1,000.00
b. Civil Engineering - Supplemental Work	2,000.00
c. Reimbursables - Travel	973.00

TOTAL FEE FOR AMENDMENT NO. 5 \$ 47,900.00 *

6. TOTAL CONTRACT AMOUNT:

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* → f. Amendment No. 5 (2-25-00)	47,900.00 *

TOTAL REVISED CONTRACT AMOUNT \$ 656,253.00

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REVISED DESIGN SERVICES FOR THE RENOVATION
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April 27, 1999

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1. BASIC SERVICES: Provide Basic Services in accordance with Section 1 of the original Agreement dated August 8, 1995, except for Section 1.5 Construction Scope, and Section 1.8 Construction Administration Phase. PQH Architects, Inc., shall incorporate demolition documents into the revised Design Services. Separate demolition documents shall not be required.
2. CONTRACT DOCUMENT PHASE: The Final Documents to be per the Revised Feasibility/Programming Study completed by PQH Architects, Inc., and in accordance with Attachment 'A' drawings dated 10-9-98 as follows:
 - a. A-1 Floor Plans
 - b. A-2 Floor Plans/Partial Roof Plan
 - c. A-3 Building Elevations
 - d. A-4 Building Elevations
3. SUPPLEMENTAL SERVICES: Services to be provided in addition to the Basic Services are as follows:
 - a. Energy Analysis and Forms for Permitting
 - b. Interior Design
 - c. Civil Engineering including Stormwater Permitting, excluding any pavement design.
 - d. Reimbursable Expenses to include allowances for Reproductions, Long Distance, Postage, and Travel including 25 trips to Fernandina Beach (25 trips x 96 mi. x \$.28/mi) and 2 trips to Tallahassee (2 trips x 320 mi x \$.28/mi).

Supplemental Services not included in this Amendment are as follows:

- a. Design Services for Landscape/Irrigation Design, Sound and Video Design at Courtroom, and Security System Design are not included. Consultant to include design/build budget allowances in the specifications for Landscape/Irrigation Design, Sound and Video Design at Courtroom, and Security System Design.
- b. Historic Preservation Consultant is not included at this time. However, the County understands that a Historic Preservation Consultant may be required to review the building and provide support documentation for the State Historic Board.

4. SCHEDULE:

- a. Schedule to be per Attachment 'B' dated April 27, 1999.
- b. Schedule shall be prepared and updated by the Consultant and submitted as part of each phase review.

5. CONSTRUCTION BUDGET:

- a. The Consultants opinion of probable cost assumes the cost of construction to be approximately \$2,000,000.00
- b. The Consultant shall update the opinion of probable cost and re-submit any changes or modifications to the County as part of each phase review, as needed or as requested.

6. FEE FOR THIS AMENDMENT:

Basic Services (hourly estimate and rates not to exceed Attachment 'C')	\$151,000.00
Supplemental Services	
a. Energy Forms	600.00
b. Interior Design	3,500.00
c. Civil Engineering	1,000.00
d. Reimbursables	
Travel	850.00
Reproduction	3,000.00
Long Distance/Postage	500.00
<hr/>	
SUB-TOTAL FEE	\$160,450.00
DEDUCTIBLE FEE FOR DEMOLITION DOCUMENTS (AMEND NO. 3) (23,698.00)
<hr/>	
TOTAL FEE FOR AMENDMENT NO. 4	\$ 136,752.00

7. TOTAL CONTRACT AMOUNT:


The Total Contract Amount to date shall be as follows:


a.	Basic Contract (8-5-95)	\$ 145,000.00
b.	Amendment No. 1 (9-96)	296,201.00
c.	Amendment No. 2 (9-2-98)	6,702.00
d.	Amendment No. 3 (2-26-99)	23,698.00
e.	Amendment No. 4	136,752.00

TOTAL REVISED CONTRACT AMOUNT \$ 608,353.00

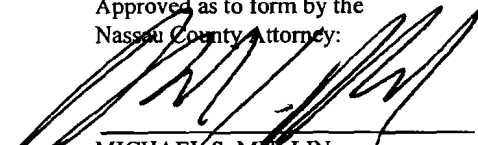
ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


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

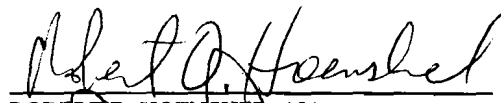

J.H. COOPER
Its: Chairman

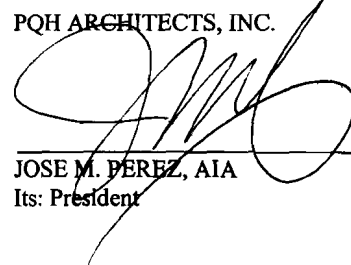
Approved as to form by the
Nassau County Attorney:

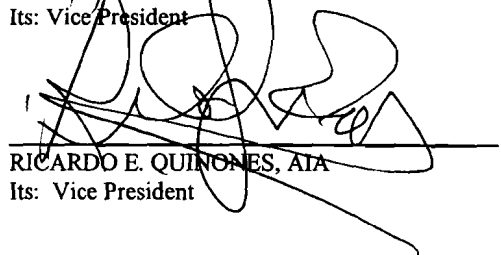

MICHAEL S. MULLIN

ATTEST:

PQH ARCHITECTS, INC.

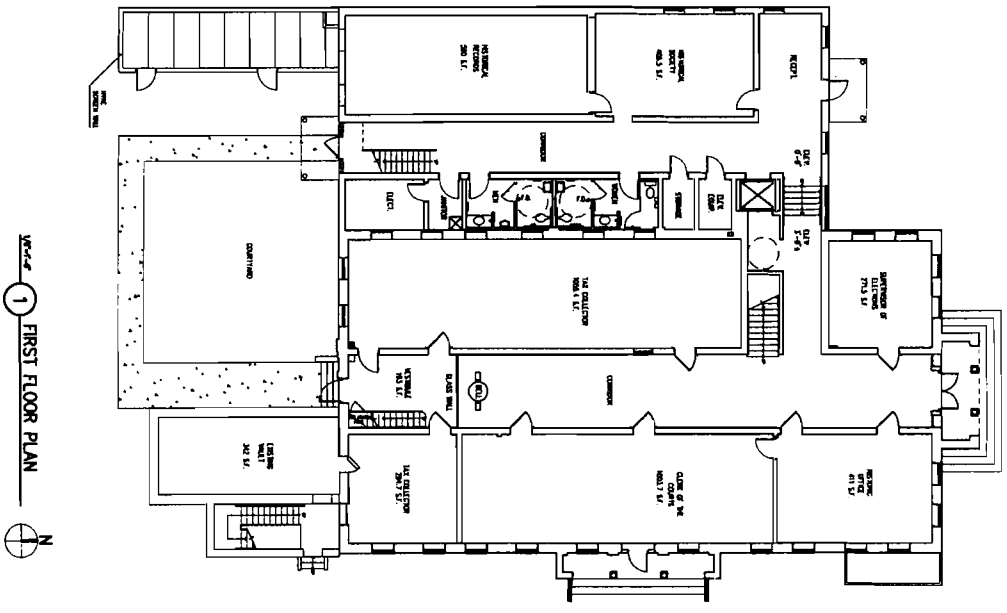

ROBERT D. HOENSHEL, AIA
Its: Vice President


JOSE M. PEREZ, AIA
Its: President

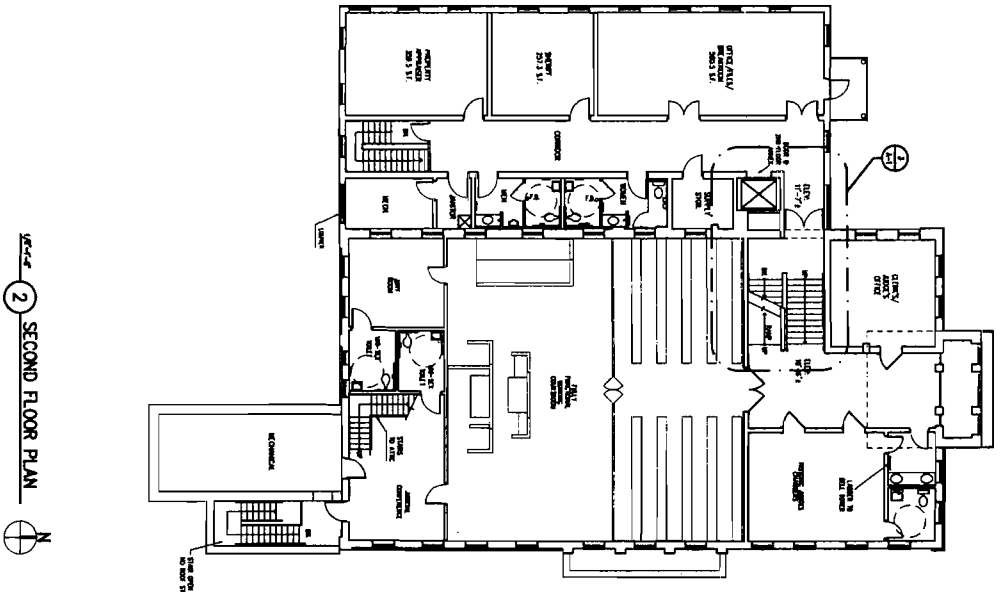

RICARDO E. QUINONES, AIA
Its: Vice President

END OF AMENDMENT 4

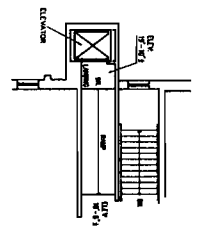
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Sheet 1 FIRST FLOOR PLAN

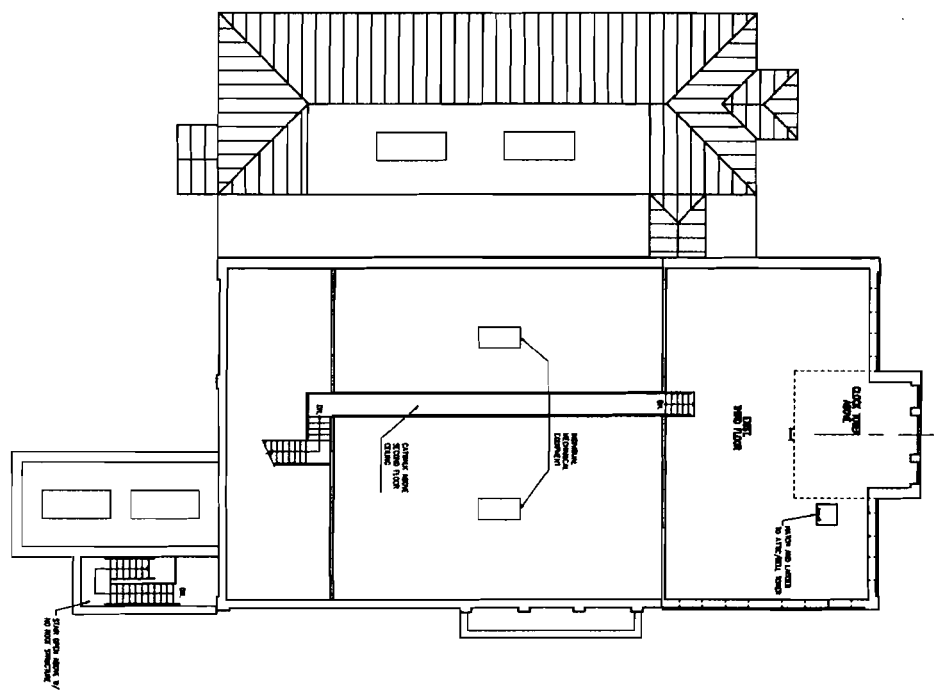


Sheet 2 SECOND FLOOR PLAN



Sheet 3 PARTIAL 2ND FLOOR TRANSITION PLAN

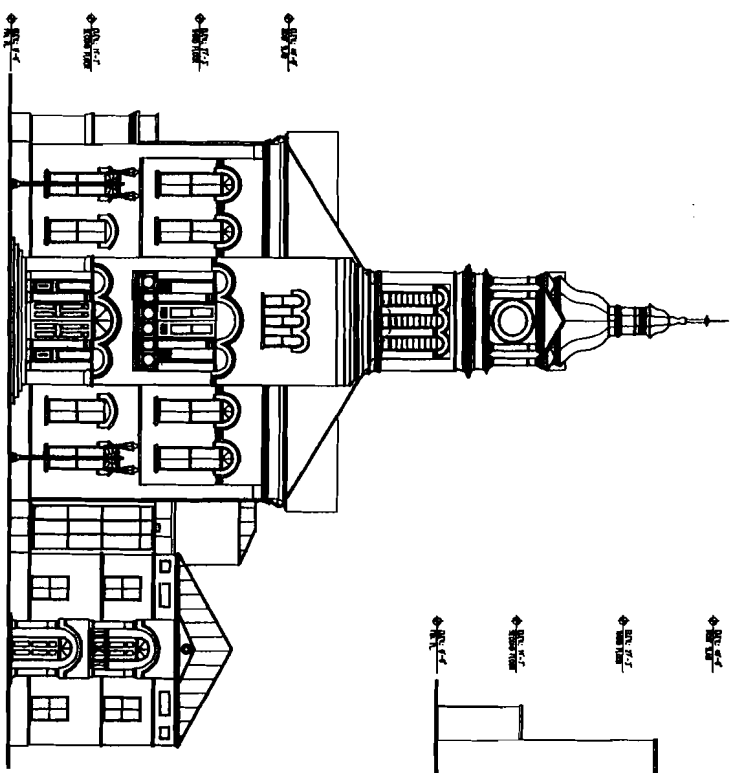
11 A-1 11	FLOOR PLANS	NASSAU COUNTY COURTHOUSE ALTERATIONS AND ADDITIONS FERNANDINA BEACH, FLORIDA	JOB NO. 0024 DATE 12/9/98	DESIGNER COURTHOUSE RENOVATION	POH ARCHITECTS, INC. 4541 SOUTHPOINT DRIVE EAST JACKSONVILLE, FLORIDA, 32210
	DRAWN TRL CHECK PRL ACCEPTED		DATE 12/9/98 DATE 4/27/99	ARCHITECT	



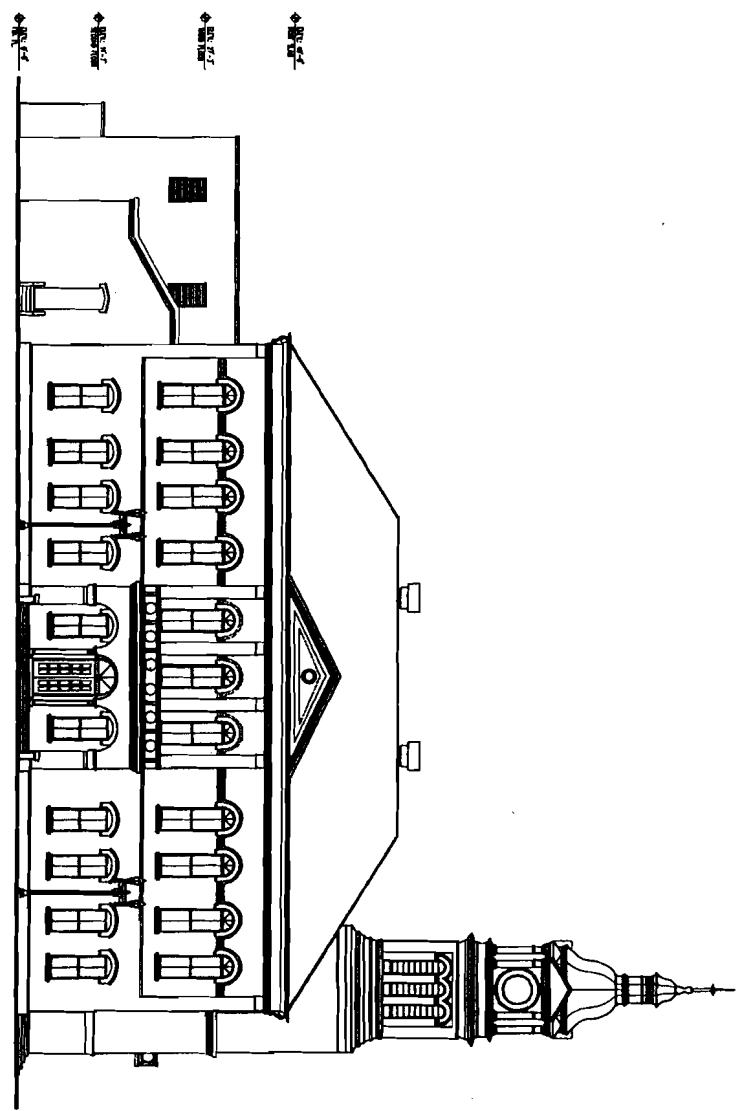
1 THIRD FLOOR PLAN / PARTIAL ROOF PLAN



FLOOR PLANS PARTIAL ROOF PLAN	NASSAU COUNTY COURTHOUSE ALTERATIONS AND ADDITIONS FERNALENA BEACH, FLORIDA	JOB NO. 2004	DATE 02/04	REVISION	POH ARCHITECTS, INC. 8001 BAYSHADOWS WAY, STUDIO 1 JACKSONVILLE, FLORIDA, 32216
		DRAWN BY	CHECK BY	ACCEPTED	
		DATE	DATE	DATE	
		DATE	DATE	DATE	

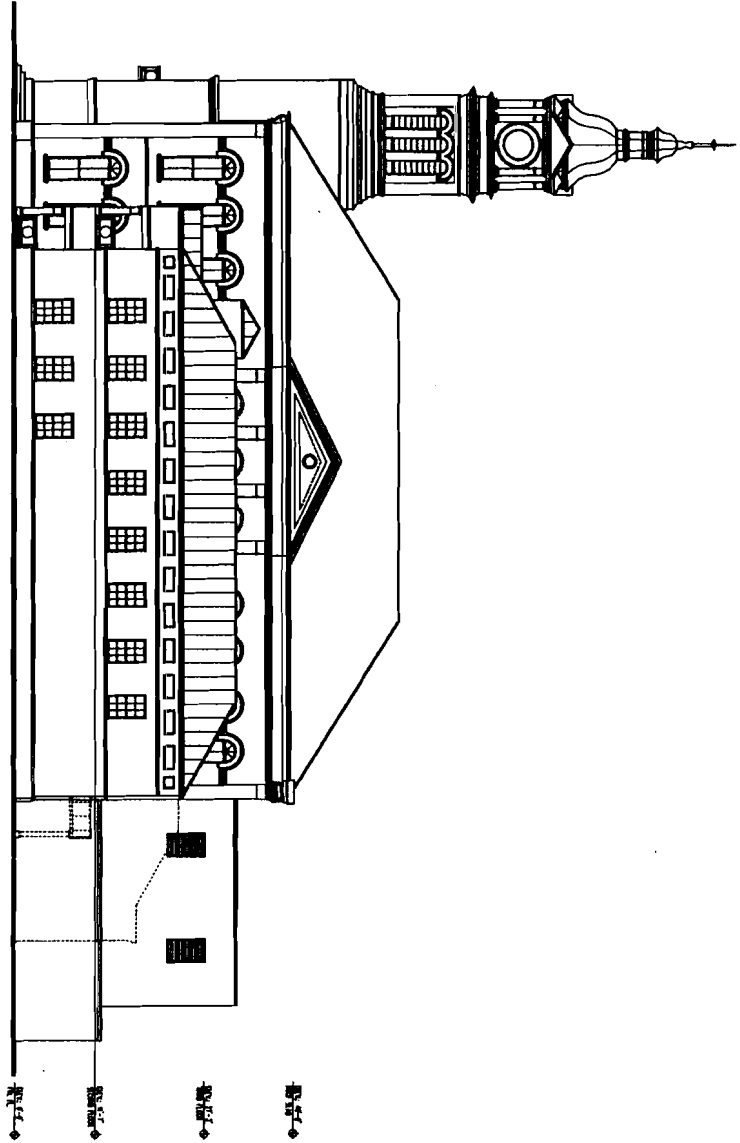


Sheet 2 NORTH ELEVATION

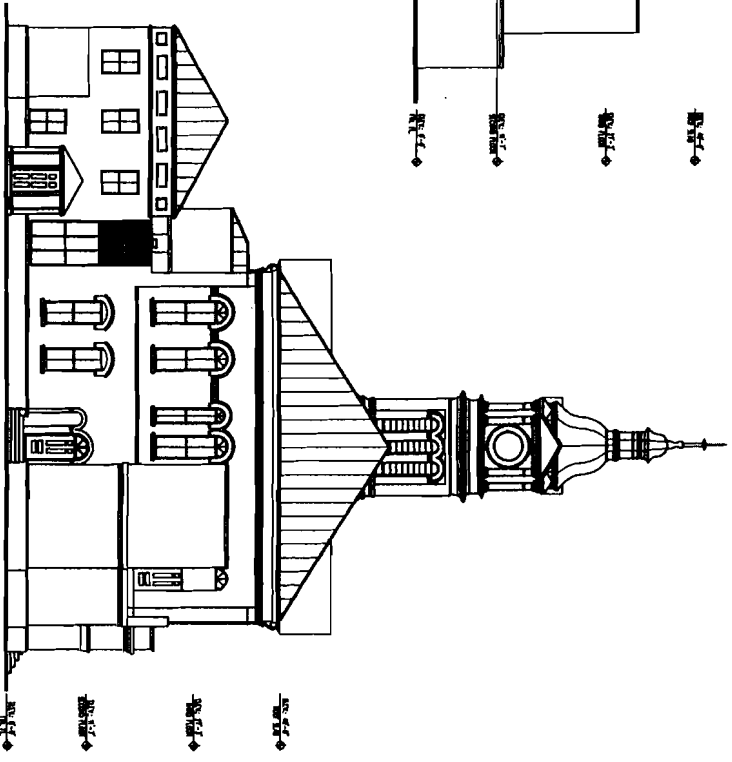


Sheet 1 EAST ELEVATION

BUILDING ELEVATIONS	NASSAU COUNTY COURTHOUSE ALTERATIONS AND ADDITIONS PENSACOLA BEACH, FLORIDA	JOB NO. 0004	DATE	DESIGNED	POH ARCHITECTS, INC. 8401 BATHURSTON WAY, STUDIO 1 JACKSONVILLE, FLORIDA, 32216	POH TRUSTEES
		DATE 12/94	DRAWN T3	CHECKED P3		
		CHECKED P3	ACCEPTED	ACCEPTED		
		ACCEPTED	ACCEPTED	ACCEPTED		



1 WEST ELEVATION



2 SOUTH ELEVATION

DATE: 11/17/11
 A-4
 3 01

BUILDING ELEVATIONS	NASSAU COUNTY COURTHOUSE		JOB NO.	0004	DATE	01/11/11	REVISION	
	ALTERATIONS AND ADDITIONS		SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION	
	FERNNACHA BEACH, FLORIDA		SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION	
			SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION	
			SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION	

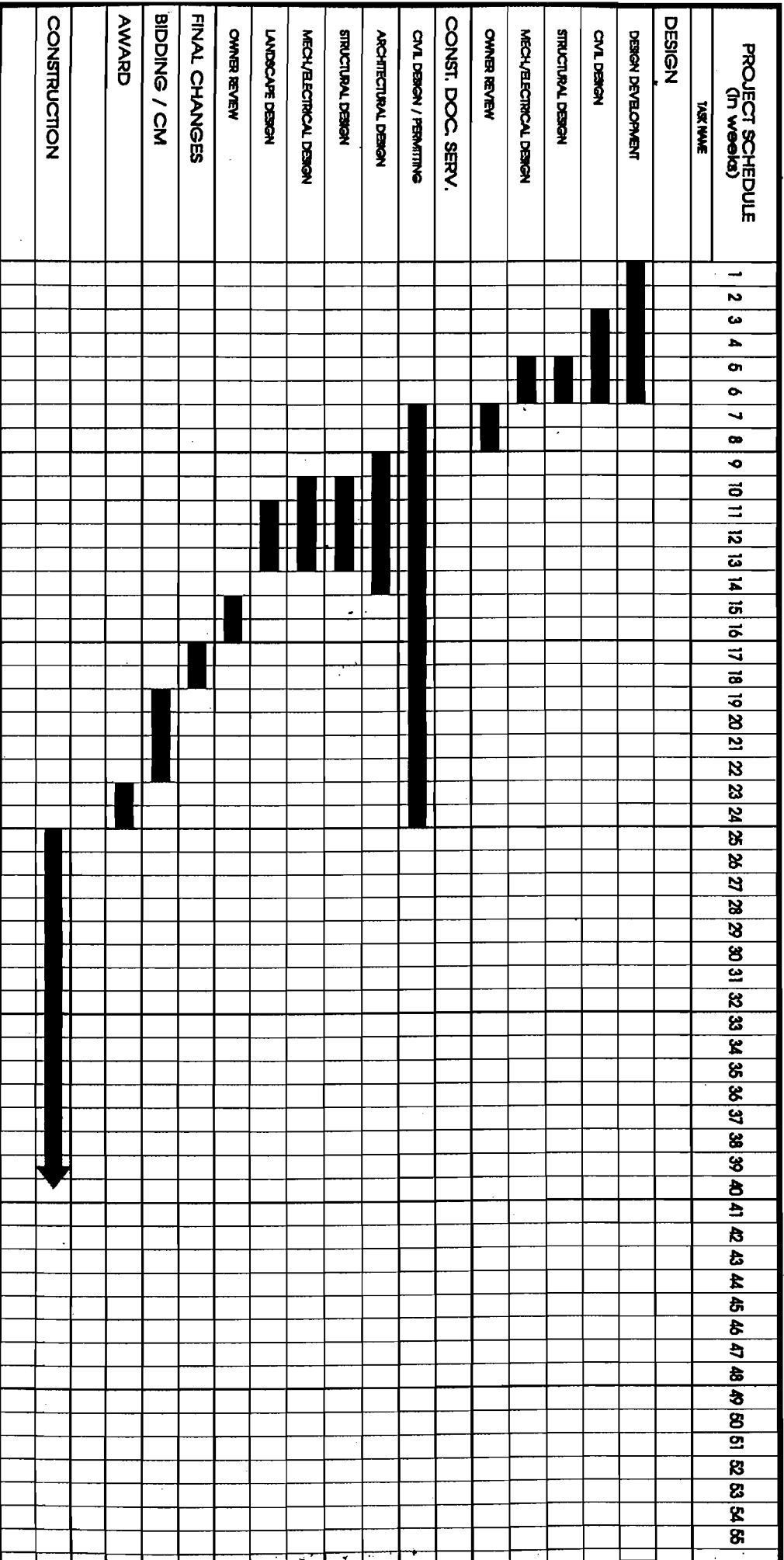
JOB NO.	0004	DATE	01/11/11	REVISION
SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION
SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION
SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION
SCALE	1/8" = 1'-0"	DATE	01/11/11	REVISION

POH ARCHITECTS, INC.
 2431 BAYHARBOR BLVD., STUDIO 1
 JACKSONVILLE, FLORIDA, 32209

POH
 ARCHITECTS, INC.

NASSAU COUNTY COURTHOUSE Nassau, Florida

April 27, 1999



**PQH ARCHITECTS Revised Scope of Work
AMENDMENT 4 - BASIC SERVICES**

ATTACHMENT "C"

Contract Number 95081 & 98094	Manager Robert Hoenshel	Renewal Option	Work Order #	Date April 27, 1999
Work Description Revised Scope		Facility Location Nassau County Courthouse, Fernandina Beach, Florida		

	Base Contract Rate	Quantity of Time	Amount
PROJECT ADMINISTRATION			
Principal	\$110.00	10	\$1,100.00
Project Manager	\$76.00	24	\$1,824.00
Architect	\$53.00	14	\$742.00
Typist/Clerical	\$27.00	10	\$270.00
		Sub-totals	58 \$3,936.00
ARCHITECTURE			
Project Manager	\$95.00	240	\$22,800.00
Architect	\$76.00	200	\$15,200.00
Designer	\$53.00	260	\$13,780.00
Cadd Drafting	\$45.00	675	\$30,375.00
Spec. Writer	\$53.00	40	\$2,120.00
Estimator	\$53.00	15	\$795.00
Typist/Clerical	\$27.00	100	\$2,700.00
		Sub-totals	1530 \$87,770.00
ELECTRICAL			
Electrical Engineer	\$76.00	90	\$6,840.00
Designer	\$53.00	80	\$4,240.00
Cadd Drafting	\$45.00	160	\$7,200.00
Spec. Writer	\$53.00	20	\$1,060.00
Typist/Clerical	\$27.00	16	\$432.00
		Sub-totals	366 \$19,772.00
MECHANICAL			
Mechanical Engineer	\$76.00	110	\$8,360.00
Designer	\$53.00	90	\$4,770.00
Cadd Drafting	\$45.00	200	\$9,000.00
Spec. Writer	\$53.00	20	\$1,060.00
Typist/Clerical	\$27.00	16	\$432.00
		Sub-totals	436 \$23,622.00
PLUMBING & FIRE PROTECTION			
Plumbing Engineer	\$76.00	40	\$3,040.00
Fire Protection Engineer	\$76.00	30	\$2,280.00
Designer	\$53.00	100	\$5,300.00
Cadd Drafting	\$45.00	120	\$5,400.00
Spec. Writer	\$53.00	12	\$636.00
Typist/Clerical	\$27.00	8	\$216.00
		Sub-totals	310 \$16,872.00

PQH Architects, Inc. hereby agrees to a fee of \$151,000.00 for revised Design Services. JML

PROFESSIONAL SERVICES TOTALS 2700 **\$151,972.00**

98094AMEND3&4

4/27/99 \$151,000.00

AMENDMENT NO. 3
SCOPE OF WORK FOR INTERIOR SELECTIVE
NASSAU COUNTY COURTHOUSE
DEMOLITION DOCUMENTS & OBSERVATIONS

FEBRUARY 24, 1999

I. SCOPE OF PROJECT


- A.** Prepare drawings and specifications for selective demolition of the Old Nassau County Courthouse and Annex.
- B.** Investigation:
- * On site review with the Auchter Company to confirm the exact scope of services and assist Auchter in developing their preliminary budget. Some minor demolition to uncover scope of work.
- C.** Selective Demolition for the Courthouse will include:
- * Wall paneling
 - * Suspended ceilings at offices and courtroom
 - * Electrical wiring
 - * Phone and data wiring
 - * Holding cell/vault/office north of east entrance
 - * Interior non load bearing walls not from original construction
 - * HVAC system including ductwork
- D.** Selective Demolition for the Annex will include:
- * Wall paneling
 - * Electrical wiring
 - * Phone and data wiring
 - * Interior non load bearing walls (except first floor records vault)
 - * HVAC system including ductwork
- E.** Demolition Site Observation:
- * Attend Pre-Demolition meeting
 - * Provide meeting notes
 - * Visit site periodically during demolition (2 trips)
 - * Visit site for site observation to accept final demolition.
- F.** Work not included:
- * Demolition for elevator proposed in schematic plans

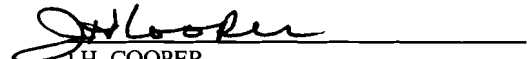
G. Total Contract Amount:

Basic Contract (8-5-96)	\$ 145,000.00
Amendment No. 1 (9-96)	296,201.00
Amendment No. 2 (9-2-98)	6,702.00
Amendment No. 3 (2-24-99) (See Exhibit 1)	23,698.00
<hr/>	
TOTAL REVISED AMOUNT	\$ 471,601.00
<hr/>	

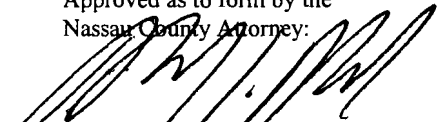
ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


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

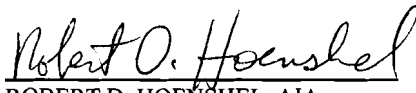

J.H. COOPER
Its: Chairman

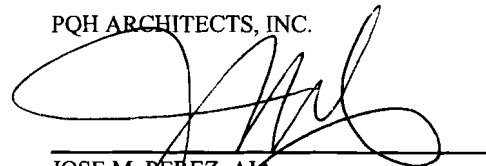
Approved as to form by the
Nassau County Attorney:

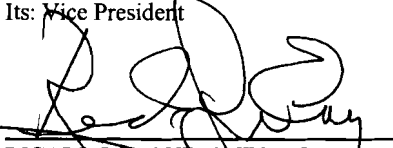

MICHAEL S. MULLIN

ATTEST:

PQH ARCHITECTS, INC.


ROBERT D. HOENSHEL, AIA
Its: Vice President


JOSE M. PEREZ, AIA
Its: President


RICARDO E. QUINONES, AIA
Its: Vice President

END OF AMENDMENT NO. 3

PQH ARCHITECTS Revised Scope of Work AMENDMENT 3

Contract Number	Manager	Renewal Option	Work Order #	Date
95081 & 98094	Robert Hoershel			February 24, 1999
Work Description DEMOLITION DOCUMENTS		Facility Location Nassau County Courthouse, Fernandina Beach, Florida		
		Base Contract Rate	Quantity of Time	Amount
PROJECT ADMINISTRATION				
Principal	\$110.00	2	\$220.00	
Project Manager	\$95.00	10	\$950.00	
Architect	\$76.00	5	\$380.00	
Typist/Clerical	\$27.00	0	\$0.00	
		Sub-totals	17	\$1,550.00
ARCHITECTURE				
Project Manager	\$95.00	40	\$3,800.00	
Architect	\$76.00	80	\$6,080.00	
Designer	\$53.00	40	\$2,120.00	
Cadd Drafting	\$45.00	80	\$3,600.00	
Spec. Writer	\$53.00	30	\$1,590.00	
Estimator	\$53.00	4	\$212.00	
Typist/Clerical	\$27.00	40	\$1,080.00	
		Sub-totals	314	\$18,482.00
ELECTRICAL				
Electrical Engineer	\$76.00	6	\$456.00	
Designer	\$53.00	4	\$212.00	
Cadd Drafting	\$45.00	8	\$360.00	
Spec. Writer	\$53.00	6	\$318.00	
Typist/Clerical	\$27.00	4	\$108.00	
		Sub-totals	28	\$1,454.00
MECHANICAL				
Mechanical Engineer	\$76.00	6	\$456.00	
Designer	\$53.00	4	\$212.00	
Cadd Drafting	\$45.00	8	\$360.00	
Spec. Writer	\$53.00	6	\$318.00	
Typist/Clerical	\$27.00	4	\$108.00	
		Sub-totals	28	\$1,454.00
PLUMBING & FIRE PROTECTION				
Plumbing Engineer	\$76.00	6	\$456.00	
Fire Protection Engineer	\$76.00	0	\$0.00	
Designer	\$53.00	2	\$106.00	
Cadd Drafting	\$45.00	2	\$90.00	
Spec. Writer	\$53.00	2	\$106.00	
Typist/Clerical	\$27.00	0	\$0.00	
		Sub-totals	12	\$758.00
PROFESSIONAL SERVICES TOTALS			399	\$23,698.00
98094AMEND5				



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

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

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

March 2, 1999

Mr. Jose M. Perez, AIA
PQH Architects, Inc.
8431 Baymeadows Way, Studio 1
Jacksonville, FL 32256

Dear Jose:

Enclosed please find an original Amendment No. 3 for work related to the historic Nassau County Courthouse.

This amendment was executed by the Board in special Session of February 26, 1999.

The Board looks forward to working with your company on this project.

Sincerely yours,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

JMO:jb

**TRANSMITTAL
LETTER**



PEREZ - QUIÑONES - HOENSHEL
4141 SOUTHPOINT DRIVE, EAST
JACKSONVILLE, FLORIDA 32216
904 - 296 - 0041
FAX - 904-296-0053

PROJECT: Nassau County Courthouse

ARCHITECT'S PROJECT NO.: 98094

HAND DELIVERED

DATE: 2-25-99

TO:

County Clerk of the Court
191 Nassau Place
Yulee, Florida 32097

If enclosures are not as noted, please
inform us immediately.
If checked below, please:

ATTN:

Chip Oxley, Jr.

- Acknowledge receipt of enclosures.
- Return enclosures to us.

WE TRANSMIT:

- herewith under separate cover
- in accordance with your request

FOR YOUR:

- approval distribution to parties
- review & comment information
- use record

THE

FOLLOWING:

- Drawings Specifications
- Shop Drawing Prints Change Order
- Shop Drawing Reproducibles Samples
- Product Literature Other

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
2	2-24-99		Amendment No. 3	E

ACTION CODE

- A. Action indicated on item transmitted
- B. No action required
- C. For signature and return to this office

- D. For signature and forwarding as noted below under REMARKS
- E. See REMARKS below

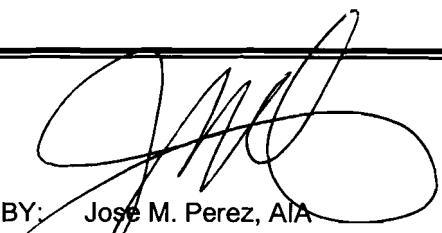
REMARKS:

Please review and execute both copies and return one to us for our files.

COPIES TO: (with enclosures)

PQH File

-
-
-
-

BY:  Jose M. Perez, AIA
President



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

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

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

September 2, 1998

Mr. Jose M. Perez, AIA
President
PQH Architects
8431 Baymeadows Way, Suite 1
Jacksonville, Florida 32256

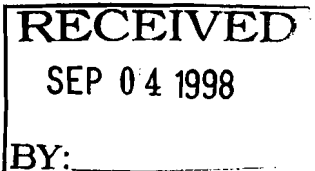
RE: The Nassau County Courthouse Renovation

Dear Mr. Perez:

This will acknowledge receipt of your letter dated August 11, 1998, wherein you provided a revised scope of services for the courthouse renovation.

The Board of County Commissioners, has, by motion, unanimously agreed to the modification and the fee of \$6,702.00 for the services pursuant to that modification. The scope of the project will be as outlined in your revised scope of services.

The Agreement executed on August 8, 1995 which requires further modification, specifically Section 1.8, Contract Administration Phase, would no longer be applicable. In addition, upon the completion of the modified scope of project referenced herein, there will be an additional modification required.



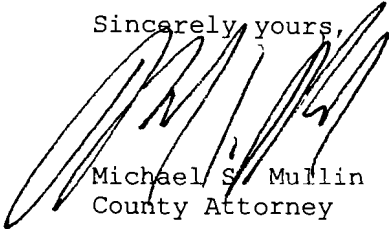
(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

Mr. Jose M. Perez, AIA
September 2, 1998
Page Two

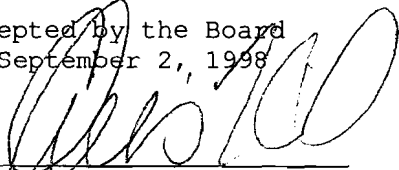
If you concur, please sign on the place designated at the bottom of this letter and return the same to the Board of County Commissioners.

Sincerely yours,



Michael S. Mullin
County Attorney

Accepted by the Board
On September 2, 1998



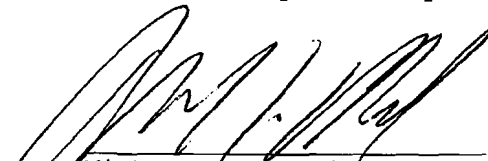
Chris Kirkland
Its: Chairman

ATTEST:



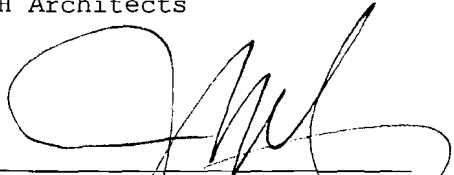
S. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin

Accepted by
PQH Architects



Jose M. Perez, AIA
Date: 9-4-98

August 11, 1998

Walter Gossett, County Coordinator
Nassau County Board of
County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035

Re: Nassau County Courthouse Renovation
Revised Feasibility
Reduced Scope

Dear Mr. Gossett:

We are pleased to revise our services in accordance with the Supplemental Scope of Services dated 8-11-98 for the above referenced project. This outline has been itemized in the following tasks:

1. Feasibility - Volumetric Study
2. Facility Programming
3. Structural Evaluation

Note that the Feasibility and Programming Phase shall allow you to determine the exact Scope of Work for the Design and Contract Document Phase of the Renovation Work to follow.

Our fee for the above referenced work shall be \$6,702.00, including reimbursables. We have reviewed the manhours and time schedule with our consultants and find our team fully committed to this project. Note that the corresponding fee for the total work to follow will be determined along the lines of our previous negotiations.

We stand ready to perform these services per your notice to proceed. Should you have any questions regarding the above, please do not hesitate to contact our office.

Respectfully,


Jose M. Perez, AIA
President

JMP:cbr:nassault811

Enclosures

cc: Chip Oxley, Clerk of the Court
Robert D. Hoenshel, AIA, PQH

**REVISED SCOPE OF SERVICES
FEASIBILITY/PROGRAMMING
AUGUST 11, 1998**

SCOPE OF PROJECT

The intent of this portion of the work is to perform several studies to determine the exact scope and requirements for the reduced scope and renovation of the historic Nassau County Courthouse. The Feasibility and Programming Phase shall allow the County to determine the exact Scope of Work for the Design and Contract Document Phase to follow. Services are defined as follows:

1. FEASIBILITY - VOLUMETRIC STUDY:

- a. Identify potential areas viable for use as office space within the existing space.
- b. Study the impact of the architectural character given the potential for partial or total demolition of the annex.
- c. Identify existing spaces to be restored to original finishes, i.e. courtroom, etc.
- d. Determine square footage required for toilet rooms, ADA Compliance, including vertical accessibility.
- e. Identify potential spaces and areas to be used for HVAC.

2. FACILITY PROGRAMMING:

- a. Assistance with Programming of the renovated area in conjunction with Chip Oxley Clerk of the Court. Establish a realistic level of performance for the project.
- b. Develop and document requirements for the project, covering design objectives, limitations, and criteria; gross area and space requirements; and spatial relations;
- c. Re-evaluate renovation strategies, given the revised scope.
- d. Review project schedule including studies of various system alternatives.
- e. Review Opinion of Probable Cost.

- f. Meetings with Users and Project Manager.
- g. Obtain approval of the County Commissioners and Users.

3. STRUCTURAL EVALUATION

- a. Provide one investigative site visits by a structural engineer.
- b. Analyze the existing structure impacted by the revised scope including annex partial/total demolition.



PQH ARCHITECTS Revised Scope of Work

Contract Number 95081	Manager Robert Hoenshel	Renewal Option	Work Order #	Date August 11, 1998
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Work Description Revised Scope	Facility Location Nassau County Courthouse, Fernandina Beach, Florida
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	Base Contract Rate	Quantity of Time	Amount
TASK 1			
FEASIBILITY - VOLUMETRIC STUDY			
Project Manager	\$95.00	2	\$190.00
Architect	\$76.00	12	\$912.00
Designer	\$53.00	16	\$848.00
Typist/Clerical	\$27.00	4	\$108.00
			\$2,058.00
TASK 2			
FACILITY PROGRAMMING			
Project Manager	\$95.00	2	\$190.00
Architect	\$76.00	24	\$1,824.00
Designer	\$53.00	10	\$530.00
Typist/Clerical	\$27.00	4	\$108.00
			\$2,652.00
TASK 3			
STRUCTURAL EVALUATION			
Project Manager	\$95.00	0	\$0.00
Architect	\$76.00	6	\$456.00
Structural Engineer	\$76.00	16	\$1,216.00
Designer	\$53.00	4	\$212.00
Typist/Clerical	\$27.00	4	\$108.00
			\$1,992.00
Professional Subtotal:		104	\$6,702.00

TRANSMITTAL LETTER

AIA DOCUMENT G810



PEREZ • QUIÑONES • HOENSHEL
8431 Baymeadows Way, Studio 1
Jacksonville, Florida 32256
904 • 737 • 4504

PROJECT: Nassau County Courthouse
(name, address)

ARCHITECT'S PROJECT NO: 95081

DATE: July 23, 1996

REVISED: July 29, 1996

If enclosures are not as noted, please inform us immediately.

If checked below, please:

- () Acknowledge receipt of enclosures.
- () Return enclosures to us.

TO: Mr. Walt Gossett
County Coordinator
Nassau County Commissioners
P.O. Box 1010

ATTN: Fernandina Beach, FL 32025

WE TRANSMIT:

- (X) herewith () under separate cover via _____
- () in accordance with your request _____

FOR YOUR:

- () approval () distribution to parties () information
- () review & comment () record
- (X) use () _____

THE FOLLOWING:

- () Drawings () Shop Drawing Prints () Samples
- () Specifications () Shop Drawing Reproducibles () Product Literature
- () Change Order () _____

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
1	N/A		Amendment No. 1 to Original Contract	

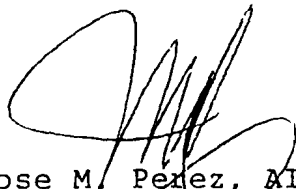
ACTION CODE A. Action indicated on item transmitted
 B. No action required
 C. For signature and return to this office
 D. For signature and forwarding as noted below under REMARKS
 E. See REMARKS below

REMARKS In accordance with our negotiations, please amend our contract with the enclosed Amendment No. 1 and accompanying Fee Schedule - Attachment 'A'. Please have Mr. Mullins incorporate this into the Agreement.

FINANCE

COPIES TO: Mike Mullins (with enclosures)

-
-
-
-
-


 BY: Jose M. Perez, AIA, President

'96 OCT 3 PM 2 03

AMENDMENT NO. 1
SUPPLEMENTAL SCOPE OF SERVICES
FEASIBILITY/PROGRAMMING/
RENOVATION/EXPANDED ADDITION
BELL AND CLOCK TOWER REPLACEMENT
NASSAU COUNTY COURTHOUSE

I. SCOPE OF PROJECT

A. The intent of the project is to determine the exact scope and requirements for the expanded addition and renovation of the historic Nassau County Courthouse. The Feasibility and Programming Phase shall determine the exact Scope of Work. The Design and Contract Document Phase of the Addition and Renovation shall follow. Furthermore, the Clock and Bell Tower has been identified as one of the areas needing immediate attention. Services are defined as follows:

1. FACILITY PROGRAMMING:

- a. Assistance with Programming of the renovated area in conjunction with the 3 story addition. Establishing a realistic level of performance for the project.
- b. Develop and document requirements for the project, covering design objectives, limitations, and criteria; gross area and space requirements; spatial relations; needs for flexibility, and identify special equipment and systems with input from the user.
- c. Review existing Renovation Feasibility Analysis (2/10/95) by Saxelbye and comment on applicability
 - >Evaluation Data
 - >ADA
 - >Life Safety
- d. Establish Renovation Strategies
- e. Review project schedule including studies of various system alternatives and construction phasing.
- f. Review Opinion of Probable Costs.
- g. Meetings with Users and Project Manager.

h. Obtain approval of the County Commissioners and Users.

2. MEASURED DRAWINGS:

- a. Existing facilities survey including site visits to assemble, review and document information related to existing conditions.
- b. The Consultant shall measure the building as needed to the best of his ability.
- c. The renovation of this facility shall require certain assumptions be made regarding existing conditions, and some of these assumptions may not be verifiable without expending substantial time and effort or destroying otherwise adequate or serviceable portions of the building.
- d. During the construction document phase, the Contractors on board after 30% documents shall be requested to verify all conditions and report any discrepancies to the Architect.

3. STRUCTURAL EVALUATION:

- a. Provide several investigative site visits by a structural engineer.
- b. Document and analyze the existing structure impacted by new stair, elevator and mechanical equipment.

4. MECHANICAL/ELECTRICAL EVALUATION:

- a. Provide several investigative site visits by mechanical and electrical engineers in order to determine the status and suitability of existing mechanical and electrical systems.
- b. Determine the total load calculations for existing building and proposed addition.
- c. Study various system alternatives and construction phasing to maintain building operations during construction.
- d. Prepare report outlining systems options (advantages/disadvantages) and construction phasing and review with the Owner.

5. EXTERIOR RESTORATION STUDY:

- a. Identify exterior areas i.e. windows, brick, mouldings, fascias, requiring replacement or rehabilitation.
- b. Identify the form and detailing of materials and features important in defining the building's historic character
- c. Identify probable areas to protect and maintain. Analyze protection treatments such as rust removal, caulking, paint removal and re-application of protective coatings.
- d. Identify probable areas to repair with compatible substitute material if same kind is not available.
- e. Identify probable areas to replace. Replacement shall be preferred with the same material or compatible substitute.
- f. Review proposed restoration with the State Historic Office.
- g. Paint colors will be researched to determine the original colors on the existing building, and information will be included for the exterior restoration part of the project.

6. CLOCK AND BELL TOWER:

- a. Structural:
 1. Provide several investigative site visits by a Structural Engineer to document the existing clock tower structure.
 2. Analyze existing conditions and provide structural design and documentation for the replacement of the Clock and Bell Tower with a pre-engineered structure.
 3. Review structural calculations and proposed reactions from cupola manufacturers.
- b. Architectural:
 1. Coordinate all activities for the replacement including Historical State Review.

2. Document existing Clock and Bell Tower in sufficient detail to obtain proposal from several manufacturers.
3. Provide specifications and proposal form for obtaining bids from manufacturers.
4. Review manufacturer's bids, make recommendation and review shop drawing submittals.
5. Provide four (4) site visits during the Construction Phase.

c. Budget

1. The budget for this portion of the work shall be \$430,000.00.

7. RENOVATION: The intent of this portion of the work is to perform architectural and engineering services to implement the elements of the Facility Programming Phase accepted by the County Commissioners. It is also the intent to join the addition, as specified in the original Agreement dated 8-8-95, and the Renovation Work into one project.

- a. Architect to prepare selective phased demolition drawings for the removal of areas and equipment identified in structural, mechanical and electrical evaluations.
- b. Selective removal of existing materials covering original construction to determine state of original historic construction/materials and possibility of reuse and/or repair, prior to preparation of Final Documents.
- c. Construction Documents including structural, mechanical and electrical design work to be included as follows:
 - > Exterior improvements in accordance with Exterior Restoration Study.
 - > Interior improvements as may be identified in the Facility Programming Phase in the Main Courthouse and adjoining Annex.
 - > Incorporate the results of measured drawings, structural evaluation and mechanical/electrical evaluation.

- d. Assist the County in establishing an constructio phasing and moving departments, given all of the improvements to be incorporated in the existing facility and Owner's desire to keep the Courthouse in operation during construction.

8. EXPANDED ADDITION

- a. Increase square footage of addition as follows:

Original addition.....\$ 11,000.00
Expanded Addition.....5,400 sf

Total Area 16,400 sf

- b. Meet with Owner and Soils Engineer to review foundation options.
- c. Revise the Master Plan to meet the programmed needs in the expanded building with input from Judges Consultant.
- d. Meet with State Historical Preservation Office to review the expanded addition, reneovations and exterior restorations proposed for the facility and obtain approval for same.

9. SCHEDULE:

- a. Schedule shall be prepared and updated by the Architect and submitted as part of each phase review.
- b. Assist County in preparation of Pre-Qualification requirements and documents including evaluation criteria for Contractors to submit prior to bidding. Architect to aid the Owner in the Selection of Pre-Qualified Contractors.
- c. Mechanical/Electrical evaluation to determine how to maintain operations with minimum disturbance including HVAC in the existing facility while the addition is under construction.
- d. Phasing plan to maintain functions at courthouse and relocation of departments and personnel after the addition is completed.

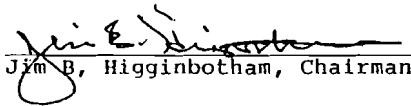
- e. Prepare construction documents including selective demolition for bidding 60% documents by 4 to 5 Pre-qualified bidders. Input from bidders to be encouraged during preparation of the construction document to help minimize final costs.
 - f. Evaluate report prepared by others regarding: asbestos, lead based paint and radon and make recommendations on removal, encapsulation or other means to address these hazardous materials during construction. (Specifications for handling these materials will be prepared by others and can be incorporated as an Appendix in our documents).
10. **TERMS:** The terms of original Owner/Architect Agreement dated 8-8-95 shall govern this Supplemental Scope of Work, including, but not limited to the following:

- >Schematic Phase
- >Final Design
- >Project Submittals for the Schematic and Final Design Phase.
- >Construction Administration Phase
- >Nassau Counties Responsibilities

11. **FEE AMENDMENT** (See Attachment 'A')

Original Contract Amount.....	\$	145,000.00
Amendment #1.....	\$	296,201.00
=====		
TOTAL FEE	\$	441,201.00

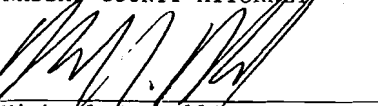
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


Jim B. Higginbotham, Chairman

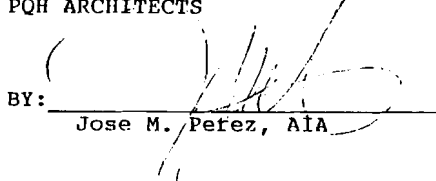
ATTEST:


T. J. Greason
Its, Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY


Michael S. Mullin

PQH ARCHITECTS

BY: 
Jose M. Perez, AIA

FLORIDA COUNTY COURTHOUSE
 ADDITION/RENOVATION

FEE ALLOCATION
 JULY 16, 1996

ITEMS	ADDITION	RENOVATION	SUPPLEMENTAL SERVICES	REIMBURSABLES	EARNED TO DATE	
=====						
A. ORIGINAL CONTRACT						
1. Basic Addition	\$ 133,000.00				\$ 9,440.00	
2. Supplemental			\$ 7,000.00		\$ 2,000.00	
3. Reimbursables						
a. Travel				\$ 1,000.00	\$ 1,000.00	
b. Reproduction				\$ 4,000.00	\$ 403.86	
		<u>\$ 145,000</u>				
B. RENOVATION PROPOSAL						
1. Programming			\$ 7,410.00		\$ 7,410.00	
2. Measured Drawings			\$ 8,250.00		\$ 8,250.00	
3. Structural Evaluation			\$ 1,926.00		\$ -0-	
4. MEP Evaluation			\$ 7,159.00		\$ 7,159.00	
5. Restoration Study			\$ 6,360.00		\$ 4,770.00	
6. Clock/Bell Tower			\$ 17,650.00		\$ 17,000.00	
7. Renovation Documents		\$ 167,450.00			\$ 20,000.00	
8. Reimbursables						
a. Travel				\$ 1,523.00	\$ 211.00	
b. Reproduction				\$ 5,000.00	\$ -0-	
C. PROJECT EXTENSION						
1. Extension/Expanded Scope	\$ 67,450.00					
2. Reimbursables						
a. Travel						
Fernandina Bch						
Tallahassee						
b. Reproduction						
c. Long Distance/Postage						
				\$ 1,523.00	\$ 1,523.00	
				\$ 4,000.00	\$ 4,000.00	
				\$ 500.00	\$ 500.00	
=====						
TOTALS	\$441,201.00	= \$200,450.00	+ \$177,019.00	+ \$ 55,755.00	+ \$ 17,546.00	\$ 77,643.86
=====						
FEE SUMMARY:						
ORIGINAL CONTRACT AMOUNT		\$145,000.00				
AMENDMENT NO. 1		\$296,201.00				
		=====				
TOTAL FEE		\$441,201.00				

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

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

~~Honeshell~~
Hoenshel Rf

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 into 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)~~ ^{five (5)} 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.

Rt 6.3 ESTIMATES
~~6.2~~ Since the Consultant has no control over the cost of labor, Rt / 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 Bt

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.

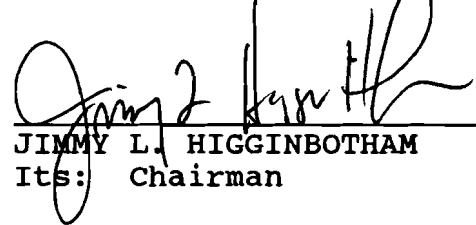
6.20 AMENDMENTS

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

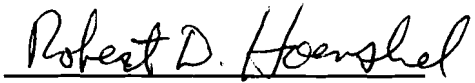
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONSULTANT:

PQH ARCHITECTS

By: 

JOSE M. PEREZ, AIA
ROBERT D. HOENSHEL

22/b:contract.pqh