

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA
AND
JACOBS FACILITIES, INC.
FOR PROJECT MANAGEMENT SERVICES FOR
CONSTRUCTION OF A NEW COURTHOUSE AT THE
JUDICIAL COMPLEX AT YULLEE, FLORIDA**

This AGREEMENT, made and entered into in duplicate this 15th day of July, 2002, by and between BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY; and JACOBS FACILITIES INC., a corporation authorized to do business in the State of Florida at 4811 Beach Boulevard, Jacksonville, Florida 32207-4867; hereinafter referred to as the PROJECT MANAGEMENT CONSULTANT (PMC); for Project Management Services; hereinafter referred to as SERVICES for the Construction of a New Courthouse at the Judicial Complex; hereinafter referred to as the PROJECT.

WITNESSETH:

WHEREAS, the COUNTY prepared a Request for Qualifications for the Services and solicited proposals from interested firms; and

WHEREAS, the PMC 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 PMC have negotiated mutually satisfactory terms for the execution of these services;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the COUNTY

hereby engages the PMC for professional project management services in accordance with the following:

SECTION 1

BASIC SERVICES OF THE PROJECT MANAGEMENT CONSULTANT

1.1 STATEMENT OF CONSULTANT SERVICES

The PMC accepts the relationship of trust and confidence established between itself and the COUNTY by this Agreement. The PMC Covenants with the COUNTY to demonstrate high performance in the industry to its best skill and judgment and to cooperate with the County Coordinator or his Designee in furthering the interest of the COUNTY. The PMC agrees to use exceptional business administration and superintendence and use of the best efforts industry wide to complete the services in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the COUNTY.

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 until twenty one (21) months after written Notice to Proceed is received from the COUNTY, or earlier termination as provided in Section 5.1 hereof, or extension by contract amendment. It is the Parties' intent that compensation for this contract to be on a cost reimbursable to a maximum amount.

1.3 COMMENCEMENT OF SERVICES

1.3.1 The PMC shall not commence services without prior written Notice to Proceed from the COUNTY, and thereafter shall commence work within seven (7) calendar days on the Project.

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 PMC 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 PMC shall serve as the COUNTY'S representative on the Judicial Complex and shall consult with the COUNTY during the performance of its services. The PMC represents that it now has, or will secure at its own expense, all personnel required to perform all services under this Agreement. The PMC shall not have any direct or indirect contractual relationship with any officer or employee of the Constructor(s) or their subcontractors, or Architect-Engineer(s) or their subconsultants which will conflict with its ability to perform hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed by the COUNTY shall be adequate for the services required. The PMC shall prosecute the services under the direction of one or more of its senior officers or a responsible representative who shall be acceptable to the COUNTY.

The PMC shall designate in writing to the COUNTY such representative who shall be authorized to act on behalf of the PMC on any matter covered by the Agreement.

1.4.1 All services performed by the PMC shall be executed in cooperation and coordination with the COUNTY through its County Coordinator or his designee, and in the performance of such services the PMC shall:

(a) Maintain close liaison and cooperation with the County Coordinator or his designee during performance of the services hereunder.

(b) Attend all meetings and conferences as arranged and required by the County Coordinator or his designee and/or the Nassau COUNTY Board of COUNTY Commissioners during the progress of the work hereunder to secure agreement upon the comprehensive and detailed basis of the PMC services, and to discuss any other matters relating to the project.

(c) Provide the County Coordinator or his designee with written memoranda and/or meeting minutes to confirm and record the understandings and agreements resulting from meetings and conferences related to the project.

(d) Provide the County Coordinator or his designee with schedules, including starting dates and contemplated completion dates, for the services on the project hereunder, and periodic progress reports. Such schedules and progress reports shall be in such format and detail as the County Coordinator or his

designee may require. Provide progress updates as required by the County Coordinator or his designee.

1.5 PROJECT MANAGEMENT SERVICES

PMC shall perform Project Management Services as directed by the COUNTY in accordance with Exhibit "A", Scope of Services, of this Agreement and in accordance with the following, the PMC shall:

1.5.1 Review and study any reports, documents or studies previously prepared by and/or for the COUNTY.

1.5.2 Coordinate services performed by COUNTY'S Architect(s)-Engineer(s) and other consultants, and act as the COUNTY'S technical representative in connection therewith.

1.5.3 Review information and data provided by the COUNTY and recommend actions to be taken that are in the best interest of furthering the Project objectives to the benefit of the COUNTY. Notwithstanding, review and recommendations are limited to the Scope of Services identified in Attachment "A".

1.5.4 Evaluate information and conditions to be encountered on the project, as required for construction, budget and schedule purposes, and investigate all available information necessary to accurately indicate and identify any issues, obstacles and/or challenges which must be overcome for the successful completion of the project in the COUNTY approved Judicial Complex.

1.5.5 Provide any other Project management services as may be directed by the County Coordinator or his designee provided such

services are clearly identified in the Scope of Services attached hereto as Exhibit "A".

1.6 PRICING OF WORK

1.6.1 Work shall consist of management services priced in accordance with the stated price for the staff in accordance with Exhibit "B" Fee Summary.

1.6.2 All reimbursable expenses must be approved by the County Coordinator and the Clerk of Courts or their designee prior to purchase or expenditure, which approval shall not be unreasonably withheld.

1.7 CONSTRUCTION ADMINISTRATION PHASE

The PMC shall:

1.7.1 Represent the COUNTY during all phases of construction.

1.7.2 Provide full time on-site representation during construction in order to observe and determine if the work is proceeding in substantial accordance with the approved Construction Documents. The PMC shall endeavor to protect the COUNTY against defects and deficiencies in the work and shall submit a written report weekly to the County Coordinator or his designee detailing the PMC's observations and advising of any work failing to conform to the Construction Documents, or which in any way appears to be deficient, defective or otherwise not in accordance with good engineering or construction practices. The PMC shall take all steps necessary to confirm that the Constructor(s) corrects such work at the Constructor(s)'s expense. PMC will not be responsible for any abatement,

remediation or construction Constructor(s)'s means, methods, safety practices, or failure to comply with construction documents.

1.7.3 Establish and implement procedures for submittal review and approval by the Architect-Engineer(s) including, but not limited to, shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections, and any other data which the Constructor(s) is required to submit for the purpose of verifying acceptability in accordance with the requirements and information given in the Construction Documents, and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection to be provided by the Constructor(s) as required in construction documents related to the Project.

1.7.4 Based on the PMC on-site observations as an experienced and qualified professional, and on its review of the Constructor(s)'s applications for payment and supporting data, recommend to the COUNTY approval or disapproval of the Constructor(s)'s applications for payment pursuant to Exhibit "A" Project Management Services.

1.7.5 In conjunction with the Architect-Engineer(s), make an inspection(s) to determine if the Project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Construction Documents and whether the Constructor(s) has fulfilled all of its obligations thereunder so that the PMC may

recommend approval, in writing, of final payment to the Constructor(s).

1.7.6 Take all steps necessary for the monitoring and expediting of as-built record drawings to be provided to the COUNTY by Constructor(s) within the period following the date of Certificate of Occupancy and Final Completion of the Project. Such period includes the time required by the Constructor(s) to prepare, check and submit its record construction data, and as-built drawings and deliver same to the PMC to forward record as-built drawings to the COUNTY. Should said as-built drawings not be approved by the COUNTY, the PMC shall take whatever steps are necessary during this time period to have the Constructor(s) correct and resubmit as-built drawings to the COUNTY for review and approval. The PMC's obligation to the COUNTY is limited to providing foregoing services to the Period of Service, Section 1.2

1.7.7 Provide any other Project Management Consultant services as directed by the County Coordinator or his designee provided such services are clearly identified in the Scope of Services attached hereto as Exhibit "A" or required subsequently by the COUNTY pursuant to the change or modification process for additional services set forth herein.

1.8 RESIDENT PROJECT REPRESENTATION

Resident Project Representation is included in this contract and the PMC shall:

1.8.1 Furnish not less than one Resident Project Representative on the project site at all times that construction work is in progress to observe and monitor the work in order to further protect the COUNTY from defects and deficiencies in such work, and to better determine that the work is proceeding in accordance with the Construction Documents.

1.8.2 Furnish specialty representative(s) on a periodic as needed basis at the project site to perform mechanical, electrical, and/or plumbing oversight and observe and monitor that the work is proceeding in accordance with the construction documents as required during the construction phase.

1.9 TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION

Technical Support Services during Construction is included herein and the PMC shall:

1.9.1 Establish and implement procedures for submittal review and approval including, but not limited to, electronic tracking, review, RFI's, shop drawings, including illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections, and other data which the Constructor(s) is required to submit for the purpose of verifying acceptability in accordance with the requirements given in the Contract Document.

1.9.2 Participate in Substantial Completion and Final Completion Phases of the projects.

1.9.3 Provide technical assistance to the COUNTY as described in Exhibit "A".

1.9.4 Provide any other additional Technical Support Services during the Construction phase for these projects as authorized by the Board of COUNTY Commissioners and directed in writing by the County Coordinator or his designee as described in Exhibit "A or subsequently required pursuant to the change or modification process for additional services set forth herein.

SECTION 2

THE COUNTY'S RESPONSIBILITIES

The COUNTY shall:

- 2.1 Advise as to its requirements for the work.
- 2.2 Assist the PMC by placing at its disposal all available information pertinent to the projects that the COUNTY may have.
- 2.3 Provide access to and make all provisions for the PMC to enter upon public and private lands as required by the PMC to perform its services under this Agreement.
- 2.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other Documents presented or prepared by the PMC and render decisions pertaining thereto within a reasonable time so as not to delay the work of the PMC. The COUNTY'S review of any documents prepared by the PMC shall be solely for the purpose of determining whether such documents are generally consistent with the requirements of this Agreement. No review of documents prepared by the PMC shall relieve the PMC of its responsibility hereunder.

2.5 Provide such legal, accounting and auditing counseling services as may be required for the Work, to protect the interest of the COUNTY.

2.6 The COUNTY shall designate in writing the individual(s) as the COUNTY'S representative(s) who shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY'S policies and make decisions with respect to the work covered by this Agreement.

2.7 Assist the PMC 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 PMC 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 PMC in writing, and shall provide a maximum indebtedness for such services.

2.9 Provide the PMC with all items listed in Exhibit "C", COUNTY Provided Services. These items are to be provided at the expense of the COUNTY at the time required by the PMC and will remain the property of the COUNTY upon completion of the Project.

SECTION 3

PAYMENT FOR SERVICES OF THE CONSULTANT

3.1 The COUNTY shall pay to the PMC, in increments proportional to satisfactory completion, for all services actually, timely and faithfully rendered.

3.2 The COUNTY shall pay to the PMC the costs of the following up to the maximum amount indicated:

- (a) For Project Management Services in accordance with the Scope of Services attached hereto as Exhibit "A", and the Fee Summary attached hereto as Exhibit "B", and all reimbursable costs in an amount not-to-exceed **SIX HUNDRED EIGHTY THREE THOUSAND EIGHTY EIGHT DOLLARS AND NO/100. (\$683,088.00).**

The PMC shall submit to the Clerk of Courts invoices for payment or reimbursement under this sub-section as set forth in sub-section 3.3 hereof. The cost of services provided by the PMC shall be paid at the billing rates which includes direct labor, indirect costs, and profit shown in the "Contract Fee Summary Format" indicated as the hourly billing rate attached hereto as Exhibit "B" and by this reference made a part hereof. The cost of services provided to the PMC by others shall be reimbursed at invoiced amount without mark-up by PMC. Travel expenses shall not be reimbursed for travel to and from the construction site. Only travel expenses other than to and from the site associated with the Project management services shall be as provided by Florida Statutes 112.06.

3.3 The PMC shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the County Coordinator and the Clerk of Courts or their designee in order to establish charges and to

enable compensation therefore by the COUNTY of each such invoice within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by the County Coordinator or his designee which shall be forwarded to the Clerk of Courts. Each invoice shall contain a statement that is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

3.4 Each and every payment by the COUNTY to the PMC shall be expressly subject to the submittal of written invoices as provided in Section 3.3.

SECTION 4

ADDITIONAL SERVICES OF THE CONSULTANT

4.1 AUTHORIZED ADDITIONAL SERVICES

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

4.1.1 Prepare documents for alternate bids requested by COUNTY.

4.1.2 Provide additional or extended services during construction made necessary by (1) work damage during construction, (2) defective or neglected work of the Constructor(s), and (3) acceleration of the work schedule involving services beyond normal working hours.

4.1.3 Prepare to serve and serve as an expert witness for the COUNTY either confidentially or in any trial, hearing or other judicial, quasi-judicial or administrative proceeding at customary, reasonable and usual rates set forth in the Agreement.

4.1.4 Provide additional services in connection with the Project, including services normally furnished by the COUNTY, and services not otherwise provided for in this Agreement based on agreed upon rates within the period of service as defined in subsection 1.2.

SECTION 5

ADDITIONAL CONDITIONS

5.1 TERMINATION AND SUSPENSION

5.1.1 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 PMC 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 PMC shall be paid by the COUNTY for all services actually, timely and faithfully rendered up to receipt of notice of termination, and thereafter until the date of termination the PMC shall be paid only for such services as are specifically authorized in writing by the COUNTY.

5.1.2 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 PMC 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, at the hourly rates within the Period of Service or as provided for in Additional Services.

5.1.3 If the COUNTY fails to issue written Notice to Proceed to the PMC 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 PMC shall have 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 PMC shall eliminate all further rights and obligations of the

parties hereunder other than the PMC obligations under subsections 5.2, 5.4, 5.5, 5.7, 5.8, 5.9 and 5.12.

5.2 OWNERSHIP OF DOCUMENTS

All documents prepared by the PMC during the performance of its services shall become the property of the COUNTY. The PMC shall not be liable for any use of such documents for other than the specific purpose intended without the PMC's written verification or adaptation thereof.

5.3 INDEMNIFICATION

The PMC, its employees, agents and sub-consultants shall hold harmless and indemnify the COUNTY its directors, officers, employees, representatives and agents against any damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, arising out of bodily injury including death or damage to tangible property to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PMC, and other persons employed or utilized by the PMC in the performance of this Agreement or the work or services performed thereunder. The above indemnification provisions shall not extend to Environmental Impact Claims. On those specific projects where the PMC engages an environmental assessment sub-consultant, the PMC shall require such sub-consultant to provide indemnity protection for Environmental Impact Claims with the PMC and COUNTY as indemnitees.

"Environmental Impact Claims" is defined as claims, suits, judgments, costs, losses, expenses (including attorney's fees)

which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. This indemnification agreement is separate and apart from, and in no way limited, by, any insurance provided pursuant to this Agreement or otherwise.

5.4 INSURANCE

5.4.1 Without limiting its liability under this Agreement, the PMC 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>
Workers' Compensation Florida Statutory Requirements	\$500,000 Each Accident
Employer's Liability (Including Appropriate federal acts) Aggregate Employee	\$500,000 Limit Disease \$500,000 Disease Ea.

Commercial General Liability:

General Aggregate	\$2,000,000 Aggregate
Personal & Advertising Injury	\$1,000,000
Specific Project Aggregate Limits	\$1,000,000 each occurrence

Nassau COUNTY shall be named as an additional insured with respect to the negligence of the PMC under all of the above Comprehensive General Liability coverage.)

Auto Liability \$1,000,000 CSL

All autos-owned, hired or used

Note: Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

Valuable Papers \$100,000

Nassau COUNTY shall be named as an additional insured under Valuable Papers coverage.

(Depending upon the nature of work required in this project and its accompanying exposures and liabilities, the COUNTY may, and its sole option and sole expense require additional insurance coverages in amounts responsive to those potential liabilities which may or may not require that the COUNTY also be named as an additional insured). Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A X or better. Prior to commencing any work on the project, Certificates of Insurance approved by the COUNTY'S Risk Management and the COUNTY'S Legal Departments evidencing the maintenance of said insurance shall be furnished to the Clerk of Courts. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after

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

5.5 SUCCESSORS AND ASSIGNS

The COUNTY and the PMC 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 PMC of its interests 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 PMC.

5.6 RETENTION OF RECORDS

PMC and its subcontractors and sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services and shall make such materials available to the County Coordinator or Clerk of Courts and their designees 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 and/or Clerk of Courts or their designee. All such documents relating to the Services performed or money spent under this Agreement shall be open to inspection

and audit during the PMC regular business hours by the COUNTY and/or the Clerk of Courts. Twenty Four (24) hours written notice excluding Saturday and Sunday shall be given by the COUNTY and/or the Clerk of Courts to the PMC prior to such audit or inspection.

5.7 COMPLIANCE WITH STATE AND OTHER LAWS

The PMC shall comply with any and all applicable Federal, State and local laws, ordinances, rules, and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes, (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor(s), the provisions of this Section shall be incorporation into and become a part of the subcontract.

5.8 SETTLEMENT OF CLAIMS

In any case where the PMC deems that extra compensation is due it for services or materials not clearly covered in this Agreement, or not ordered in writing by the COUNTY as an additional service, the PMC shall notify the COUNTY in writing before it begins the work on which it bases the claim. The PMC 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 PMC 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.

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

5.9 ACCURACY OF WORK

The PMC 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 PMC or subcontractors without additional compensation. Acceptance of the work by the COUNTY shall not relieve the PMC of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities, provided that PMC is given written notice thereof

within twelve (12) months after completion of its construction phase services as defined in Exhibit "A". At any time during the construction phase of the projects, the PMC 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 PMC. The PMC shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefore.

The PMC shall be and shall remain liable, in accordance with applicable law, for all damages to the COUNTY caused by the PMC's breach of contract or its negligent performance of any of the services furnished under this Agreement. The PMC shall not be responsible for any time delays in the Project caused by circumstances beyond the PMC's control.

5.10 PROHIBITION AGAINST CONTINGENT FEES

The PMC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PMC, to solicit or secure this 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 PMC, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or 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.

5.11 TRUTH IN NEGOTIATION CERTIFICATE

The PMC understands and agrees that execution of this Agreement by the PMC 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 PMC hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of Agreement execution. Further the PMC 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.

5.12 INDEPENDENT CONTRACTOR

In the performance of this Agreement, the PMC shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the COUNTY. Except where the PMC is directed by the County Coordinator or his designee, on specific occasions concerning the manner of performing the services, PMC shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in

the full performance of this Agreement including Exhibits "A", and "B".

5.13 PMC DEFINED

As used herein, the term PMC 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 PMC.

5.14 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 prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

5.15 ORDER OF PRECEDENCE

In the event of any conflict between the Provisions of this Agreement and those of the Exhibits attached hereto or amendments, the priority shall be amendments, exhibits and lastly the Provisions of this Agreement in decreasing order of precedence.

5.16 AMENDMENTS

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

5.17 NOTIFICATION

Whenever notice and all correspondence is given under this Agreement, it shall be sent by certified mail, return receipt requested, or Federal Express with signature required as follows:

FOR THE COUNTY:

Walter Gossett
County Coordinator
Nassau County Board of Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035-4000

FOR THE PROJECT MANAGEMENT CONSULTANT:

Donald H. MacCormack
Vice President
Jacobs Facilities Inc.
4811 Beach Blvd.
Suite 406
Jacksonville, FL 32207-4867

FOR INVOICES, SEND TO:

J.M. "Chip" Oxley, Jr.
Nassau COUNTY Clerk of Courts
Post Office Box 4000
Fernandina Beach, FL 32035-4000

5.18 STATE OF FLORIDA CONVICTED VENDOR

A person or affiliate who has been placed on the state of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

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

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



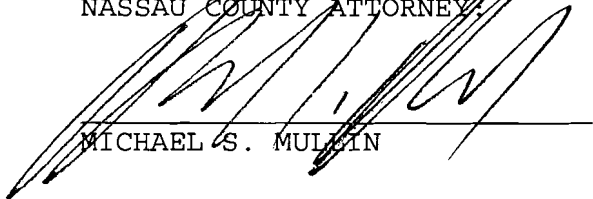
NICK D. DEONAS
Its: Chairman

ATTEST:



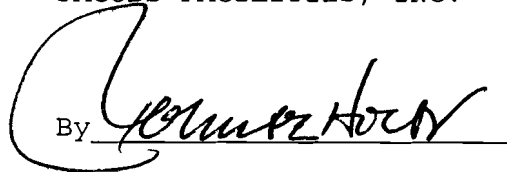
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY



MICHAEL S. MULVAN

JACOBS FACILITIES, INC.

By 

REGIONAL VICE PRESIDENT

EXHIBIT "A"

**SCOPE OF SERVICES FOR PROJECT MANAGEMENT SERVICES FOR
CONSTRUCTION OF A NEW**

COURTHOUSE AT THE JUDICIAL COMPLEX AT YULEE, FLORIDA

The Scope of Services for the construction phase is to provide Project Management and other related professional services necessary to oversee the construction (by others) of a new Courthouse and it's adjacent infrastructure within the Judicial Complex Project. Project Management and other related professional services will be provided for during the construction phase of the Project. The CONSULTANT will not be eligible to compete for, nor win, any design services on any projects in this Project.

CONSTRUCTION PHASE SERVICES

1. Act as the COUNTY'S representative throughout the construction phase of the Project.
2. Maintain and update Project master schedules and major milestones, based on detailed construction schedules prepared by Constructor(s).
3. Monitor the contracts between the Constructor(s) and the COUNTY and the Architect-Engineer(s) and COUNTY, to confirm general compliance with the terms of the contract. In the event of non-compliance, the PMC shall notify the COUNTY of such and make appropriate recommendations for corrective action to achieve compliance.

4. Monitor the review and approval of the shop drawings submittal process to the Architect-Engineer(s) from the Constructor(s) for approval by the Architect-Engineer(s) for conformance to the specifications, and coordinate distribution to all parties as necessary.

5. Monitor the RFI process such that Constructor(s) receives answers to inquiries from the Architect-Engineer(s) in a timely manner.

6. Monitor the Constructor(s)'s Quality Control Plan for the Project.

7. Oversee and confirm that construction is proceeding in accordance with the specifications or approved design criteria, and that all work is constructed properly.

8. In conjunction with the COUNTY, direct the removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed.

9. In conjunction with the Architect-Engineer(s), review and analyze contract change order requests and proposals to determine validity thereof, and recommend appropriate action to the COUNTY.

10. In conjunction with the Architect-Engineer(s), review claims and disputes and recommend necessary actions.

11. In conjunction with the Architect-Engineer(s), review and recommend for approval contract change orders and forward necessary documentation and paperwork to the County Coordinator or his designee as to the necessity for such changes, including substantiation of the costs thereof.

12. In conjunction with the Architect-Engineer(s), review construction inspection reports relating to the Constructor(s)'s performance and communicate with each, if necessary, regarding non-conformance to plans, specifications, or workmanship.

13. Review test results provided by the Constructor(s)'s independent testing laboratory that materials being installed meet the requirements of the construction documents. If requested by the COUNTY, the PMC will request a third party review and evaluation of submitted test results. COUNTY shall reimburse PMC in accordance with the provisions of this Agreement under Section 4.

14. In conjunction with the Architect-Engineer(s), review Constructor(s)'s request for monthly progress payments and, if appropriate, recommend payment for each Constructor(s)'s application and transmit to the County Coordinator or his designee with the recommendation that the pay requests be paid subject to approval of the County Coordinator and the Clerk of Courts or their designees.

15. In conjunction with the Architect-Engineer(s), adjust requests for monthly Constructor(s)'s progress payments, as necessary, to align amount of pay requested with actual progress construction satisfactorily performed.

16. In the event of the need to revise the contract drawings during the construction period, coordinate with the Constructor(s) and Architect-Engineer(s) to specifically identify the required revisions to the construction documents; monitor the

revision of the construction documents, verify with the Architect-Engineer(s), Constructor(s) or any appropriate parties that the proposed revisions solve the problem and that the revisions are constructible, review the changes and corrections on behalf of the COUNTY and monitor the distribution of the revised construction documents to all parties concerned.

17. Prepare, maintain and update monthly Project Master Schedule and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the County Coordinator or his designee fully advised with respect to the progress of construction of the projects.

18. Monitor Constructor(s)'s preparation of in-progress as-built drawings during the course of construction to ensure incorporation of as-built conditions and approved design changes and clarifications are neat and legible and can be easily produced via in a reproducible medium or electronic format, if available from the Constructor(s).

19. Collect final as-built drawings on disk for the Project, and in conjunction with the Architect-Engineer(s) review for conformance with the Construction documents and specifications. Obtain Architect-Engineer(s) approval/disapproval of as-built drawings and transmit to the County Coordinator or his designee.

20. Prepare a final PMC report on the construction status of the project.

21. At Final Completion, in conjunction with the Architect-Engineer(s), recommend in writing to the County Coordinator that the COUNTY make final payment on a project when appropriate.

22. Ensure that all operations and maintenance manuals for all aspects of the facilities are collected, and that all COUNTY'S facility representatives are given instructions by the Constructor(s) in operating the facilities in accordance with the requirements of the construction documents and Operations and Maintenance Manuals.

23. Collect all documents and deliverables, including release of liens and consents of surety, from the Constructor(s) prior to recommending release of final payments. Deliver all final documents, including originals of construction drawings and specifications, and projects files to the COUNTY provided that such documentation is supplied to the PMC within the limits of time defined in Section 1, Subsection 1.2 of the Agreement.

24. Prepare and deliver a final financial accounting of the Project.

25. Assist in arranging and participating in any public meetings or workshops related to the Project as requested by the COUNTY. COUNTY shall reimburse PMC in accordance with the provisions of this Agreement under Section 4.

26. Provide any other services during the construction phases as may be necessary to implement the projects as mutually agreed.

• POST-CONSTRUCTION PHASE SERVICES--ADDITIONAL SERVICES;

1. If requested by the COUNTY, continue acting as the COUNTY'S representative throughout the post-construction phases of the project, which generally covers the Constructor(s)'s one-year warranty period.

WARRANTY RELATED WORK

All work performed by the PMC during the twelve (12) month period following final acceptance and within twelve (12) month warranty period shall be compensated on a mutually agreed upon hourly wage rate inclusive of all direct costs, indirect costs, and profit. Said services will be specifically requested in writing by the COUNTY in accordance with the provisions of this Agreement.

The warranty related work shall consist of:

1. Work with COUNTY'S staff to assist in the resolution of operations and/or maintenance issues during the first year of facility operations.
2. Direct the Constructor(s) to replace or correct defective work which becomes known during the twelve month warranty period.
3. Provide a status report to the COUNTY concerning warranty activities and corrective work by Constructor(s).
4. Coordinate the performance of all warranty work with the facility's operators, whether public or private.
5. Enforce all warranty provisions of the Construction documents.
6. In conjunction with the Constructor(s), Architect-Engineer(s), facilities operations staff, and COUNTY personnel as

appropriate, schedule and conduct a warranty inspection eleven (11) months after final acceptance of the facilities.

7. Develop a warranty punchlist during the eleventh month of the warranty phase and forward to the Constructor(s) for corrective action.

8. In conjunction with the Architect-Engineer(s) monitor the Constructor(s)'s performance on addressing the warranty punchlist.

9. Advise the COUNTY, in writing, when Constructor(s) has satisfactorily fulfilled all of their obligations under the warranty period of the contracts and when the facilities are completely operational as intended by the construction documents.

10. Continue assisting in arranging and participating in any public meetings or workshops related to the projects.

11. Provide any other services during the post-construction phases as may be necessary to implement the projects as mutually agreed.

CLARIFICATIONS

1. The PMC shall have no responsibility for the finding, presence, handling, disposal or exposure to hazardous materials in any form at the project site.
2. Since the PMC has no control over the cost of labor, materials or equipment, or over Constructor(s)' methods of determining prices, or over competitive bidding or market conditions, any estimates of construction costs which may be prepared by PMC are to be made on the basis of the PMC experience and will represent its best judgment as a design professional familiar with the construction industry. The PMC does not guarantee that bids or change order values will not vary from its cost estimates and has no liability in the event that bids or change order values do so vary.
3. PMC shall have no control over or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures utilized by the Constructor(s) or other service providers who have contracts with the COUNTY. Nothing in this Agreement shall be construed as imposing responsibility on the PMC for the adequacy or accuracy of the project design or other services of the Architect-Engineer(s), which shall remain the sole responsibility of the Architect-Engineer(s).
4. PMC shall have no responsibility for compliance by the Constructor(s) with safety standards, rules, policies, specifications or procedures. The Constructor(s) shall be solely responsible for safety in connection with their work.

5. In the contracts between the COUNTY and the Constructor(s), the COUNTY shall endeavor to include the PMC as an indemnitee within the Indemnity terms and as an additional insured under the Constructor(s)'s insurance.

6. This Agreement shall apply solely for the benefit of the COUNTY and PMC. No person or entity may claim as a third party beneficiary under this Agreement.

EXHIBIT "B"
FEE SUMMARY

Description	Quantity	Unit	Hourly Rate	Multiplier	Billing Rate	Total Cost-Construction Phase
Principal Fisher, Richard-- Project Manager	504	Hour	\$ 70.00	2.25	157.50	\$79,380.00
Scheduler/Estimator GRIEVE, JAMES E.--Program Scheduler	256	Hour	\$ 43.00	2.25	96.75	\$24,768.00
Project Manager Judicial Complex -Infrastructure	3,640	Hour	\$ 40.00	2.25	90.00	\$327,600.00
-Infrastructure-Post Construction	-	Hour	\$ 40.00	2.25	90.00	\$0.00
Field Inspector TBD-Mechanical Electrical TBD--Warranty	2,080 TBD	Hour Hour	\$ 29.00	2.25	65.25	\$135,720.00
Administration/Clerical	3,480	hour	\$ 14.00	2.25	31.50	\$109,620.00
Threshold Inspection Provided by Nassau County	-					\$0.00
Total	9,960					\$677,088.00
Reimbursable Expenses						\$ 6,000.00
Total Professional Services Fee						\$683,088.00

Exhibit "B"

EXHIBIT "C"
COUNTY PROVIDED SERVICES

The COUNTY shall provide the PMC, under the provisions of this Agreement, at its expense the following items in order for the PMC to fulfill the obligations of this Agreement:

1. Suitable on-site space for all approved employees including but not limited to:
 - 1.1 Office space within a trailer for 3 persons
 - 1.2 Office furniture, desk, chairs, work tables, filing cabinets sufficient for three (3) people
 - 1.3 Office supplies, paper, etc.
 - 1.4 Plan rack to hold drawings (1)
 - 1.5 Fax machine (1)
 - 1.6 Copier and copier maintenance (1)
 - 1.7 Computers, monitors, printers and maintenance
 - 1.8 Software application-Microsoft Office 2000 or equal and any additional software the COUNTY deems necessary for PMC to perform its functions for computers identified in Item 1.7
 - 1.9 Bottled water service
 - 1.10 First Aid kit
 - 1.11 Telephone hookup-3 dedicated lines
 - 1.12 Telephones and telephone usage expense
 - 1.13 Inter-site communication telephone
 - 1.14 Electricity
 - 1.15 Water and plumbing
 - 1.16 One (1) set of full size drawings and two (2) sets of half size drawings along with two sets of specifications for the construction work.

NOTICE TO PROCEED

TO: JACOBS FACILITIES, INC.
4811 Beach Boulevard, Suite 406
Jacksonville, FL 32207-4867

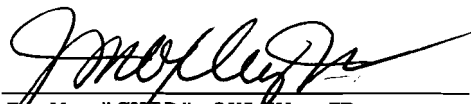
DATE: July 18, 2002

Project Management
Services for the
Courthouse Facility at
the Judicial Complex
Nassau County, Florida

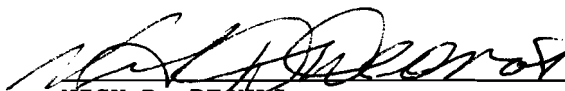
Pursuant to the Agreement entered into the 15th day of July 2002 between Nassau County, Florida and Jacobs Facilities, Inc., you are hereby authorized to proceed with the scope of work to perform the necessary Project Management Services in connection with the construction of a Courthouse Facility at the Judicial Complex, located at 24100 William Burgess Boulevard, Yulee, Florida, in Nassau County, Florida. The work shall remain in full force and effect until twenty one (21) months from written Notice to Proceed. The cost of the work for the Scope of Services, the Fee Summary and all reimbursable costs shall not exceed the sum of Six Hundred Eighty Three Thousand Eighty Eight Dollars (\$683,088.00).

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

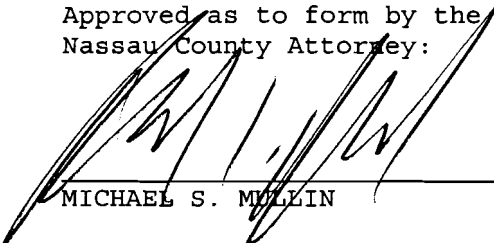


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



NICK D. DEONAS
Its: Chairman

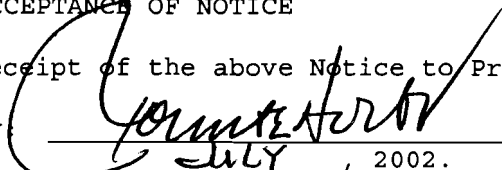
Approved as to form by the
Nassau County Attorney:



MICHAEL S. MILLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By:  this the 30th day of
JULY, 2002.

By: ROBERT E. HOLT JR
Title: REGIONAL VILLAGE PRESIDENT

08:05 Following a discussion of billing and disbursement procedures, it was moved by Commissioner Samus and seconded by Commissioner Vanzant to approve and authorize the Chairman to sign the agreement with Jacobs Facilities, Inc. for project management services for construction of the Courthouse Annex at the judicial complex in the amount of \$683,088. The vote carried four to one; Commissioner Marshall voted no.



Jacobs Facilities Inc.

1100 North Glebe Road, Suite 500
Arlington, Virginia 22201 U.S.A.
1.571.218.1000 Fax 1.571.218.1600

August 14, 2002

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk
Nassau County
Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

RE: Project Management Services, Nassau County Courthouse Project

Dear Mr. Oxley:

In accordance with your letter dated July 18, 2002, please find enclosed one signed original Notice to Proceed as well as one signed original agreement for the above-mentioned project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert E. Holt, Jr.', with a large checkmark at the end.

Robert E. Holt, Jr.
Vice President

Enclosure