

**RENEWAL OF THE
PROFESSIONAL SERVICE
AGREEMENT**

This Renewal Agreement entered into this 14th day of December, 2005 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 **POST, BUCKLEY, SCHUH & JERNIGAN, INC.**, a Florida Corporation hereinafter referred to as "PBS&J".

WHEREAS, the County and PBS&J entered into an agreement on the 17th day of December, 2003, for miscellaneous engineering services for the Nassau Amelia Utilities ("NAU");

WHEREAS, the original agreement provided for an initial term of two (2) years with two (2) additional two (2) year renewal periods, upon agreement by both parties; and

WHEREAS, pursuant to the original agreement, PBS&J is currently preparing the NAU Master Plan and Utilities Rate Study; and

WHEREAS, PBS&J, Inc. has agreed to extend the term of the Agreement for another two year period with the same terms and conditions with the exception of Exhibit "A", the schedule of rates attached to the original Agreement for said professional services; and

WHEREAS, the Board desires to extend this Agreement under the same terms and condition, but at the new Schedule of Rates

identified as Exhibit "A-1" for a second two-year period commencing December 17, 2005 through December 16, 2007.

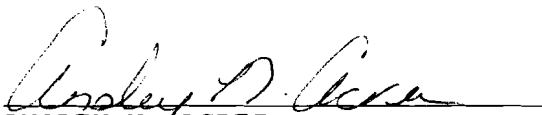
NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The attached professional service agreement for miscellaneous engineering services, attached hereto as Attachment 1, is hereby renewed for a two-year period commencing on December 17, 2005 and ending December 16, 2007.
2. Each Task to be performed pursuant to this Agreement will be at the direction of the County's representative.
3. The new rates shall be as set forth on the new attached Exhibit "A-1", Schedule of Rates for 2006 and 2007, to be substituted for the original Schedule of Rates under Exhibit "A" of Attachment 1, which is the original Professional Service Agreement.
4. Paragraph 5 of the original Professional Service Agreement is hereby amended as follows: PBS&J shall submit invoices to the Clerk, ~~J. M. "Chip" Oxley, Jr.~~ John A. Crawford, for work accomplished during each calendar month. For services provided on a Lump-Sum

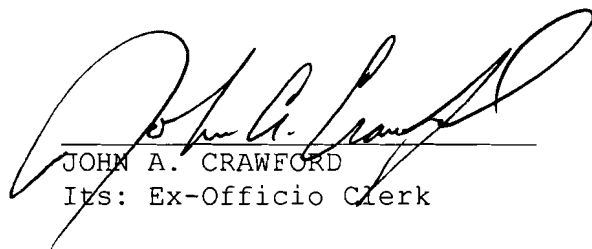
basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump-Sum basis) accomplished during the invoices period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursement costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the County pursuant to the Prompt Payment Act.

5. All other terms and conditions of the existing professional service agreement shall remain in full force and effect.
6. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
Its: Chairman

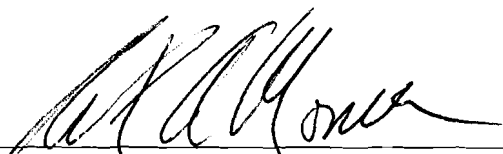
ATTEST:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

POST, BUCKLEY, SCHUH & JERNIGAN,
INC.


ROBERT A. MORRELL, P.E.
Its: Vice President
Dated: 1/3/06

ATTACHMENT 1

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of December, 2003, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **POST, BUCKLEY, SCHUH & JERNIGAN, INC.**, a Florida corporation, hereinafter referred to as "PBS&J".

WHEREAS, the County sent out RFP's for miscellaneous engineering services for its utility; and

WHEREAS, the County has ranked PBS&J number one and entered into contract negotiations.

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. **SCOPE OF SERVICES:** PBS&J shall provide miscellaneous engineering services for the Nassau Amelia Utilities ("NAU"). Each Task shall be approved by the County and PBS&J.

2. **TERM:** The term of this Agreement shall be two (2) years with two (2) additional two (2) year renewal periods. The renewal period(s) shall be at the discretion of the Board of County Commissioners.

3. **TASKS:** Each Task will be at the direction of the County's representative, and the rates shall be as set forth on the attached Exhibit "A".

4. **COMPENSATION:**

a. PBS&J shall be paid for providing the requested services based upon a Schedule of Rates as identified in Attachment "A", plus reimbursable costs as set forth herein.

b. Reimbursable costs include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing PBS&J rate, long-distance telephone calls, courier, printing, and reproduction costs, and survey supplies and materials. IN the event the required services involves the use of electronic measuring equipment, computers, plotters, and other special equipment, an additional direct charge shall be made for the use of this equipment. Any out-of-pocket costs shall be pre-approved by the County.

c. It is understood and agreed that PBS&J's services under this Agreement do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

5. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Clerk, J. M. "Chip" Oxley, Jr., for work accomplished during each calendar month. For services provided on a Lump-Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump-Sum basis) accomplished during the invoices period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the County pursuant to the Prompt Payment Act.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the County and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

6. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the County for any cause or combination of causes

shall be, in total amount, limited to the fees paid under this Agreement.

7. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during a construction phase of the utility, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws.

8. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by Statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the County upon request. The County agrees to require that PBS&J be an additional insured on insurance coverages provided by contractors on the project.

9. **ASSIGNMENT:** Neither the County nor PBS&J shall assign or transfer its interest in this Agreement with the prior written consent of the other.

10. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the services of PBS&J called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the County, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

11. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

12. **DOCUMENTS:** Any reuse by the County or others of documents and plans that result from PBS&J's services under this Agreement shall be at the County's or others' sole risk without liability to PBS&J.

13. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

14. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached, the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that the dispute resolution clause is applicable to all tasks. Work shall not cease if there is a dispute that is addressed pursuant to this Paragraph.

15. **HAZARDOUS WASTE, MATERIALS, OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport, or disposal of hazardous waste, materials, or substances in any form on the project site.

16. **GOVERNING LAW/VENUE:** This Agreement shall be governed by and construed according to the laws of the State of Florida. Litigation shall occur in Nassau County, Florida.

17. **LIMITED COPYRIGHT LICENSE:** PBS&J grants the County a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized".

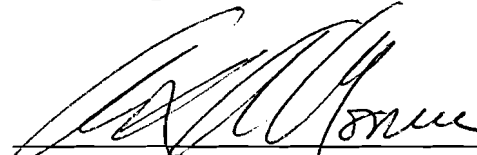
18. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title, and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns under licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including, without limitation, all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

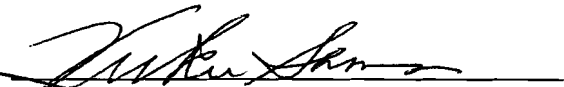
19. The funds utilized for the amount of any services pursuant to this contract do not involve a pledge of ad valorem funds.

20. TIME IS OF THE ESSENCE.

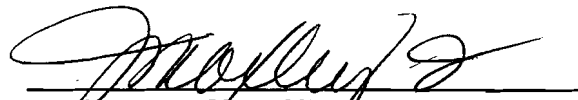
Post, Buckley, Schuh
& Jernigan, Inc.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

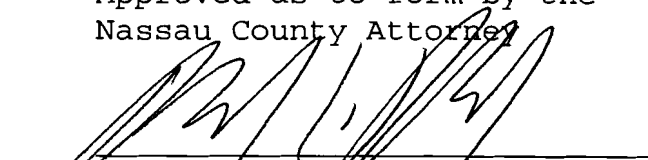

Robert A. Morrell, P. E.
Vice President
Dated: December 10, 2003


VICKIE SAMUS
Its: Chairman

ATTEST:


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

Approved as to form by the
Nassau County Attorney


MICHAEL S. MOLLIN

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ATTACHMENT "A"
Schedule of Rates

Attachment A--Schedule of Rates for 2004 and 2005				
PBS&J Billing Rates By Grade Level				
Grade Level	Position Titles		Billing Rate \$/hr	
N1 and N2	Rodperson I, Trainee		28.20	
N3	Technical Aide I		34.80	
N4	Rodperson II, Drafter I		35.70	
N5	Instrument Operator I, Technician Aide II, Secretary		38.00	
N6	Interior Designer I, Sr. Secretary I, Drafter II		43.40	
N7	Instrument Operator II, Cadd Technician I, Technician I		46.80	
N8	Party Chief II, Sr. Secretary III		53.70	
N9	Sr. Technician I, Administrative Assistant, Party Chief II, Sr. CADD Technician, Sr. Drafter II, Sr. Tech. Estimator/Scheduler		60.30	
N10	Designer, CADD Designer/Technician, Sr Technician II, Sr. Party Chief, Sr. Field Representative, Sr. Graphics Coordinator		70.80	
N11	CADD Designer, Sr. Party Chief II, Sr. Filed Rep. II, Designer II		84.10	
E10	Engineer I, Technical Professional I, Tech. Coordinator I, Estimator/Scheduler, GIS Analyst, Sr. CADD Designer/Operator, Sr. Designer I, Property Acquisition Agent I		73.10	
E11	Engineer II, Technical Professional II, GIS Analyst II, Sr. CADD Designer, ITS Analyst, Sr. Designer II, CADD Supervisor, Technical Coordinator II, Property Acquisition Agent II		86.10	
E12	Sr. Engineer I, Sr. Technical Professional I, Sr. Tech. Coordinator I, GIS/ITS Specialist I, Sr. Designer III, Survey Manager I, Sr. Estimator/Scheduler I		97.60	
E13	Sr. Technical Coordinator II, Sr. Property Acquisition Agent II, ITS Specialist II Sr. Technical Coordinator II		106.00	
E14	Sr. Engineer II, Sr. Technical Professional II, Sr. Surveyor II, Sr. Estimator/Scheduler II, Sr. Property Acquisition Agent III, Sr. GIS Specialist, Survey Manager II		121.20	
E15	Sr. Engineer III, Sr. Technical Professional III, Sr. Property Acquisition Agent IV, Sr. Project Manager, Program Manager, Resident Engineer		141.30	
E16	Sr. Engineer IV, Sr. Technical Professional IV, Sr. Program Manager, Division Manager, Sr. Resident Engineer, Project Director		173.80	
E17	Principal Technical Professional, Sr. Division Manager		198.00	
E18 and above	Regional Service Manager, Service Director, Regional Director		211.20	
<p>PBS&J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N1 to N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate. The term "Technical Professionals" refers to Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc.</p>				

EXHIBIT "A-1"

ATTACHMENT - SCHEDULE OF RATES		
2006-2007 PBS&J BILLING RATES BY GRADE LEVEL		
Grade Level	Position Titles	2006-2007 Billing Rate/Hour
N2	Rodperson I	\$ 32.30
N4	Rodperson II	\$ 36.90
N5	Instrument Operator I / Program Assistant I	\$ 41.50
N6	Program Assistant II	\$ 45.30
N7	CADD Technician I / Instrument Operator II / Program Assistant III	\$ 50.00
N8	Party Chief I / CADD Technician II	\$ 57.60
N9	Party Chief II / Sr. CADD Technician	\$ 63.80
N10	Sr. Party Chief I / CADD Designer/Technician / Sr. Field Representative I	\$ 76.90
N11	CADD Designer / Sr. Field Representative II / Sr. Party Chief II	\$ 87.60
E10	Engineer I / Estimator/Scheduler / GIS Analyst / Scientist I / Surveyor I	\$ 69.20
E11	Engineer II / GIS Analyst II / Sr. CADD Designer / Scientist II	\$ 80.70
E12	Sr. Engineer I / Sr. Scientist I	\$ 95.30
E14	Sr. Engineer II / Sr. Scientist II / Project Manager / Sr. Architect II	\$ 120.00
E15	Sr. Engineer III / Sr. GIS Analyst / Sr. Scientist III / Sr. Project Manager / Program Manager/ Sr. Architect III	\$ 150.70
E16	Sr. Engineer IV / Sr. Program Mgr. / Sr. Scientist IV	\$ 180.00

PBS&J has and extensive list of titles. These titles are categorized into Grade Levels. Levels N2 through N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 tiems the regular rate.



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

Jim B. Higginbotham
Ansley Acree
Tom Branan
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

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

MIKE MAHANEY
County Administrator

December 20, 2005

Mr. James H. Miller, Jr., P.E.
Vice President
PBS&J
7406 Fullerton Street
Suite 350
Jacksonville, FL 32256

RECEIVED PBS&J - ORLANDO	
DEC 23 2005	
FILE	

RE: Professional Service Agreement Renewal

Dear Mr. Miller:

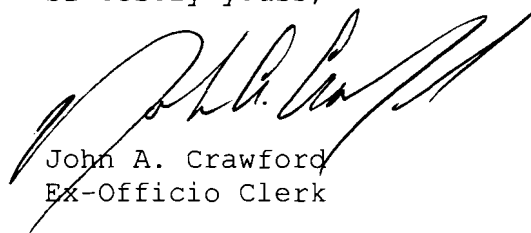
Enclosed please find the original of the Renewal of the Professional Service Agreement to extend same for another two year period through December 16, 2007. This agreement was approved by the Board at their regular meeting of December 14, 2005.

Please execute the agreement and return same to my office in the enclosed self-addressed envelope.

We will provide you with a fully executed certified copy.

Thank you for your prompt attention in this matter.

Sincerely yours,



John A. Crawford
Ex-Officio Clerk

JAC:jb

CC: Doug Hewett, Utilities Manager

(904) 548- 4660, 879-1029, (800) 958- 3496

An Affirmative Action / Equal Opportunity Employer