

AGREEMENT FOR
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES
CR 121 - REPAIR WORK
NASSAU COUNTY, FLORIDA

THIS AGREEMENT entered into this 21st day of March, 2007, 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. (PBS&J)**, (hereinafter referred to as "the Consultant"), a Florida Corporation authorized to do business in the State of Florida at 5300 West Cypress Street, Suite 200, Tampa, Florida 33607.

WITNESSETH: NOW, THEREFORE, in consideration of mutual terms and conditions, promises, covenants and payments herein set forth, the County and the Consultant agree as follows:

ARTICLE 1 - PROJECT SUMMARY

1.1 PBS&J responded to the County's Request for Qualifications (RFQ) to provide quality assurance activities for the corrective action required of the contractor on Nassau County Road 121, which extends 19.2 miles from the Duval County line north in Nassau County, Florida. The Scope of work for the corrective action project is as follows:

- Milling existing asphaltic concrete (2") above the base material
- Prime coat application on milled surface
- Temporary centerline striping using acrylic striping paint
- Pavement Application with tack coat - Two lifts consisting of one layer, 1-1/2 inches thick of SP12.5 asphalt.
- Permanent centerline striping using latex paint with glass beads and reflective pavement markers

Proposed Timeframe:
Milling and first lift: 60 days
Second lift: 60 days
Total Project: 120 days

ARTICLE 2 - SCOPE OF SERVICES/CONFORMANCE WITH PROPOSAL

2.1 PBS&J have indicated that their firm has the qualifications and experience in providing construction management and inspection services to Nassau County. PBS&J further states that their firm has the ability to perform the work set forth in the RFQ. PBS&J shall perform for or furnish to the County professional construction engineering inspection services in all phases of the project to which this Agreement applies as hereafter provided.

2.2 It is understood that the work required herein is in accordance with the proposal made by PBS&J, pursuant to the Request for Qualifications, See Exhibit "A". All documents submitted by PBS&J in relation to said proposal, see Exhibits "B" and Exhibit "C", by reference, are made a part hereof, as if set forth herein in full.

ARTICLE 3 - PERSONNEL

3.1 The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

3.2 All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, permitted, or certified under State and local law to perform such services.

ARTICLE 4 - SUBCONTRACTING

4.1 The Consultant may utilize subcontractors that are skilled and competent personnel consistent with sound engineering practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

4.2 The Consultant is solely responsible and liable for the work of the subcontractor(s).

ARTICLE 5 - PAYMENTS

5.1 The County shall pay the consultant for services rendered, a fee not to exceed \$168,367.50 for all services as outlined in Exhibit "C".

5.2 As an option, the County, at the discretion of the Board of County Commissioners, shall approve additional core testing to locate any problems with asphalt content. The additional core testing will be performed by Nodarse & Associates, Inc., a sub-consultant for PBS&J. The fees to provide the additional core testing are set forth in Exhibit "D", Attachment "A", Option "B", (based on a reduced frequency of one (1) mile core intervals).

5.3 The Consultant will bill the County on a monthly basis at the rates set forth in Exhibit "C" for services rendered toward completion of the Scope of Work.

5.4 Invoices shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

5.5 Invoices received from the Consultant pursuant to this Contract will be sent to Charlotte Young, Contract Manager,

96135 Nassau Place, Suite 6, Yulee, Florida 32097, indicating that services have been rendered in conformity with this Contract. The Contract Manager will provide the invoice to the appropriate County Department(s) for review and recommendation(s) as to payment. Invoices must reference this Agreement.

5.6 Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on this Agreement.

5.7 Acceptance of Invoice: Receipt of invoice shall not constitute acceptance and authorization for payment. Final acceptance and authorization of payment shall be given only after a thorough review by the County indicating that the performance meets specifications and or all conditions. Should the County determine that the work set forth in Exhibit C has not been performed, payment will be withheld pursuant to Florida Statutes, Section 218.70, until such time as the Consultant takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Administrator may authorize the recipient to refuse final acceptance of the service.

ARTICLE 6 - TERMINATION

6.1 This Contract may be terminated by the County upon thirty (30) days' prior written notice to the Consultant.

6.2 Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After

receipt of a Termination Notice and, except as otherwise directed by the County, the Consultant shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County
- D. Continue and complete all parts of the work that has not been terminated.

ARTICLE 7 - FEDERAL AND STATE TAX

7.1 The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempt from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

7.2 The Consultant shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

8.1 The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County. Non-appropriation by the County will cause the Agreement to terminate.

ARTICLE 9 - INSURANCE

9.1 The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

9.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with the Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligations under this Agreement.

9.3 The Consultant shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.

9.4 The Consultant shall maintain, during the term of this Agreement, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the firm from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

9.5 The Consultant shall maintain, during the term of this Agreement, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from

claims for damages for Bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

9.6 The Consultant shall maintain, during the term of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

9.7 All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the County as an "Additional Insured".

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

11.1 The consultant binds itself and its partners, successors, executors, administrators, and assigns, in respect to all covenants of this Agreement. The Consultant shall not assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the County.

ARTICLE 12 - CONFLICT OF INTEREST

12.1 The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services under this Agreement.

12.2 The Consultant shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association, interest, or other circumstances, which may influence or appear to influence the consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

12.3 The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification, and the Consultant shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the consultant under the terms of this Agreement.

ARTICLE 13 - RULES, REGULATIONS, LAWS, ORDINANCES, & LICENSES

13.1 The Consultant shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and County Government, which may be applicable to the service being provided. The Consultant shall have or be responsible for

obtaining all necessary permits or licenses required in order to provide this service.

ARTICLE 14 - FINANCIALS

14.1 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

15.1 All preliminary and final documentation and records shall become and remain the sole property of the County. The Consultant shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the County. In the event of termination of the agreement the Consultant shall cease work and deliver to the County all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The County shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the County.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

16.1 The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or

services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

16.2 The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Consultant's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 17 - CONTINGENT FEES

17.1 The Consultant warrants that it has not employed or retained a company or person, other than a bona fide employee working solely for the consultant 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 Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

18.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Agreement. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

ARTICLE 19 - NONDISCRIMINATION

19.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 20 - GOVERNING LAWS/VENUE

20.1 Any contractual arrangement between Nassau County and the Consultant shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.

ARTICLE 21 - RETENTION OF RECORDS

21.1 All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of the Consultant or sub-consultants, shall be made available, upon request by the County, for inspection and copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Agreement and the record of expenses incurred by the proposing firm in its performance under said Agreement.

21.2 The Consultant shall maintain and protect those records for no less than three (3) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.

ARTICLE 22 - AUDITABLE RECORDS

22.1 The Consultant shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted account principles, and the County reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to the County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

ARTICLE 23 - WAIVER OF CLAIMS

23.1 Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, by it against the county arising out of this Agreement or otherwise related to any task, except those previously made in writing and identified by the Consultant as unsettled at the time of the final payment. Neither the acceptance of the Consultant's services nor payment by the County shall be deemed to be a waiver of any of the County's rights against the Consultant.

ARTICLE 24 - SEVERABILITY

24.1 If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such item(s) or provision(s),

to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - AMENDMENTS AND MODIFICATIONS

25.1 No modification of this Agreement shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order.

25.2 The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in costs due to the contemplated change; (2) notify the county of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

25.3 If the County so instructs in writing, the Consultant shall suspend work on that portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

25.4 If the County elects to make the change, the County shall issue a change order for changes to the Scope of Service in progress, and the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 26 - DISPUTES

26.1 Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Project Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Project Manager or their designee and the Contract Manager and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney and the County Administrator and the Project Manager or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE 27 - NOTICE

27.1 All notices required in this Agreement shall be sent via certified mail, email, or facsimile, in which an acknowledgement of receipt is provided, and, if sent to the County shall be mailed to:

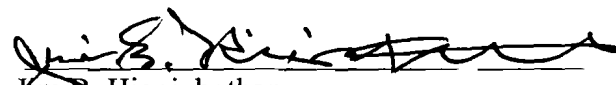
Charlotte J. Young, Contract Manager
Capital Projects Administration
96135 Nassau Place, Suite 6
Yulee, FL 32097

And, if sent to the Consultant, shall be mailed to:

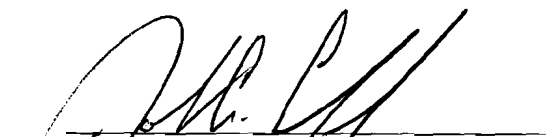
Harry L. Wood, Program Manager
PBS&J
1901 Commonwealth lane
Tallahassee, FL 32303-3196

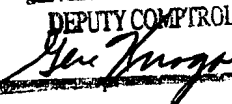
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

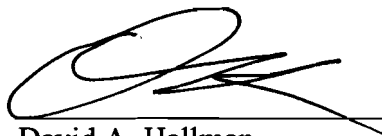

Jim B. Higginbotham
Its: Chairman

ATTEST:


John A. Crawford
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 3/26/07

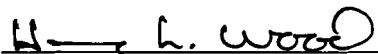
Approved as to form by the
Nassau County Attorney:



David A. Hallman

CONSULTANT:

PBS&J



Harry D. Wood
Its: Program Manager

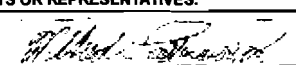
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/02/2007
PRODUCER (305)822-7800 FAX (305)827-0585 Collinworth, Alter, Fowler, Dowling & French Group Inc. P. O. Box 9315 Miami Lakes, FL 33014-9315	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Post, Buckley, Schuh, & Jernigan, Inc. d/b/a PBS&J 2001 NW 107 Avenue Miami, FL 33172-2507	INSURERS AFFORDING COVERAGE	
	INSURER A: Lloyds of London A XV	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		OTHER Professional/Pollution Liability	LDUSA0600811 CLAIMS-MADE FORM	09/30/2006	09/30/2007	\$1,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: CEI CR-121; Repair Work, Nassau County
 Issuing company will provide 30 days written notice of cancellation; 10 days for non-payment
 PBS&J at 5300 West Cypress Street, Suite 200, Tampa, FL 33607

CERTIFICATE HOLDER Board of County Commissioners of Nassau County, Florida 96135 Nassau Palce Suite 6 Yulee, FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Meade Collinworth/FVM 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/02/07

PRODUCER 1-866-220-4625
Holmes Murphy and Associates - Omaha
2637 South 158th Plaza
Suite 200
Omaha, NE 68130

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107th Avenue
Miami, FL 33172-2507

INSURER A: Steadfast Insurance Company/#26387
INSURER B: Zurich American Insurance Company/#16535
INSURER C: Zurich American Insurance Company / #16535
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC	GLO 9139458-00	09/30/06	09/30/07	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability	BAP 9139457-00 BAP 9139486-00	09/30/06 09/30/06	09/30/07 09/30/07	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 0	AUC 508762102	09/30/06	09/30/07	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 9139459-00	09/30/06	09/30/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Agreement for Construction Engineering Inspection (CEI) Services CR 121 - Repair Work, Nassau County, FL
Board of County Commissioners of Nassau County, FL, its partners, successors, executors, administration, and assigns are Additional Insureds on the General Liability and Automobile Liability with respect to the operations of the insured on the above project. Umbrella follows form to the General Liability in favor of the Additional Insureds.

See attached for additional wording.

CERTIFICATE HOLDER

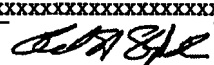
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Board of County Commissioners of Nassau County, FL
Capital Project Administration
Attn: Charlotte Young, Contract
96135 Nassau Place, Suite 6
Yulee, FL 32097

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY REGISTERED MAIL.

AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/02/07

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project. Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.