

**TRI-PARTY AGREEMENT FOR CONSTRUCTION ADMINISTRATION
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this ^{14th}~~26th~~ day of ^{November}~~October~~

2011, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", the Nassau County Council on Aging, hereinafter referred to as "COA" and **Miranda Architects**, whose principal office address is 914 Atlantic Avenue, Suite 1E, Fernandina Beach, Florida 32034, hereinafter referred to as "Consultant":

WHEREAS, on August 30, 2011 the County entered into an agreement with the COA for the construction of a Transportation Center to be built on County owned property, leased by the COA, located at 11 North 14th Street in Fernandina Beach, Florida; and

WHEREAS, the Board entered into a Public Transportation Joint Participation Agreement with the State of Florida Department of Transportation dated September 28, 2011 for a Transit Service Development award to receive funding in the amount of \$267,000.00 for the construction of the Nassau County Transportation Center; and

WHEREAS, COA entered into an agreement with Consultant on June 3, 2009 for various design, bidding, and construction administration services; and

WHEREAS, it is the County's intent, through a competitive selection process in accordance with the requirements of law and County policy, to enter into a contract with a General Contractor for the construction of the Transportation Center; and

WHEREAS, it is in the best interest of the County to utilize the services of the Consultant to provide construction administration for the construction of the Transportation Center.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

Consultant shall provide construction administration services to and for the County, in accordance with the Scope of Services set forth in AIA Document B151-1997, Abbreviated Standard Form of Agreement between COA and Consultant, dated June 3, 2009, attached hereto as Attachment "A" and incorporated by reference.

ARTICLE 3 - COMPENSATION

3.1 Consultant shall look exclusively to the COA for payment of services provided under this agreement.

3.2 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

ARTICLE 4 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 4.1** This Agreement;
- 4.2** AIA Document B151-1997, Abbreviated Standard Form of Agreement Between Owner and Architect between COA and Consultant, dated June 3, 2009, attached hereto as Attachment "A";
- 4.3** Any written amendments, modifications or Addenda to this Agreement.

ARTICLE 5 - INDEMNIFICATION

5.1 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 attorneys' 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 the contract.

ARTICLE 6 - TERMINATION OF AGREEMENT

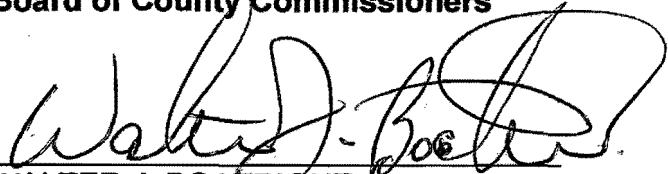
6.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

6.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

[SIGNATURES BEGIN ON NEXT PAGE]

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

**Nassau County,
Board of County Commissioners**



WALTER J. BOATRIGHT
Its: Chairman

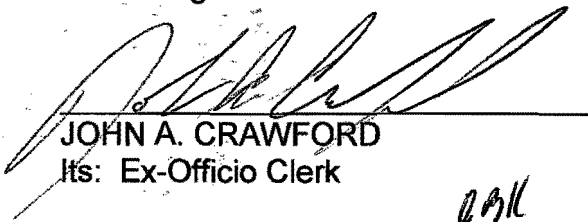
Date: 11-14-11

Nassau County Council on Aging



TOM MOSS
Its: Executive Director

Attest to authenticity of
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



DAVID A. HALLMAN

EBK
11/14/11 *ds*
11/15/11

[Consultant Signature on next page]

