



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Spaceport Camden
CLIENT: Camden County Georgia
ADDRESS: PO Box 99
 200 E. 4th. Street
 Woodbine, GA 31569 Client Contact: Steve Howard

PROJECT NUMBER: T B D


hereby requests and authorizes Jacobs Engineering Group Inc. ("JEG") to perform the following Services:

SCOPE OF SERVICES: Jacobs will author a White paper disussing Spaceport Camden; it's history, current status and its short and long term potential. Also, the paper will discuss and explore emerging opportunites that may exist for the Spaceport. The paper will be accompied by an Excutive Summary which will include text and graphics. The project will be complete within 90 days.


COMPENSATION to be on a lump sum or time and materials basis as referenced in Exhibit A.

The parties agree to the "Provisions" provided on page 2 of this authorization.

Accepted for **Camden County Georgia**

By: 
 Name: Steve Howard
 Title: County Administrator
 Date: 3/24/2017

Accepted for **JACOBS ENGINEERING GROUP INC.**

By: 
 Name: Scott Herlitzka, AIA
 Title: Managing Principal
 Date: 3/24/2017

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for JEG to proceed with the Services, unless otherwise provided for in this Agreement.

2. **LABOR COSTS.** In the event JEG's compensation is calculated by reference to JEG's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of JEG's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

3. **DIRECT EXPENSES.** JEG's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at JEG's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JEG.

4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for JEG's administrative costs.

5. **COST ESTIMATES.** Any cost estimates provided by JEG will be on a basis of experience and judgment. Since JEG has no control over market conditions or bidding procedures, JEG does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS.** JEG shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, JEG will reperform the deficient Services at no cost to the CLIENT, and JEG shall have no liability for repair or replacement, construction rework or other costs. JEG makes no warranty, expressed or implied.

7. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by JEG if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and JEG. In the absence of an express agreement about compensation, JEG shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. **SALES TAX.** In addition to any other sums or amounts required to be paid by CLIENT to JEG pursuant to this Agreement, CLIENT must also pay to JEG the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by JEG with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. **LIMITATION OF LIABILITY.** Excluding JEG's liability for bodily injury or damage to the property of third parties, the total aggregate liability of JEG arising out of the performance or breach of this Agreement shall not exceed the compensation paid to JEG under this Agreement. Notwithstanding any other provision of this Agreement, JEG shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of JEG, its employees, or subconsultants.

10. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

11. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event JEG is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, JEG may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to JEG which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to JEG to provide such Services.

12. **PAYMENT TO JEG / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by JEG for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal

rate will be applied to the principal amount owing to JEG, and if such interest exceeds the principal balance of CLIENT's indebtedness to JEG, will be returned to CLIENT.

13. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, JEG may stop work or terminate this Agreement if CLIENT has not cured a payment default within 7 days after receipt of written notice from JEG. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. JEG's right to stop work or terminate this Agreement shall not be waived by JEG's continued performance during any period of investigation by JEG to determine the reasons for CLIENT's nonpayment.

14. **LEGAL EXPENSES.** In the event legal action is brought by JEG to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay JEG reasonable amounts for fees, costs and expenses as may be set by the court.

15. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If JEG is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, JEG will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. JEG shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If JEG is called upon to review submittals from construction contractors, JEG shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. JEG's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in JEG's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) JEG shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. JEG shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and JEG, in a form satisfactory to JEG.

16. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. **FORCE MAJEURE.** Any delays in or failure of performance by JEG shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of JEG. In the event that any event of force majeure as herein defined occurs, JEG shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

18. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, JEG may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by JEG to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without JEG's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

19. **THIRD PARTY BENEFICIARIES.** Except to the extent any claims alleging negligence are asserted directly against any JEG employee wherein such JEG employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of JEG, there are no third party beneficiaries to this Agreement.

20. **HAZARDOUS MATERIALS.** CLIENT is responsible for all Hazardous Materials, and/or conditions existing at the Project site, which shall include any Hazardous Materials and/or conditions existing on the Project as of the Effective Date of the Agreement, whether or not detected by JEG or otherwise, and any Hazardous Materials brought to the Project site by any party other than JEG or anyone for whose acts JEG may be liable, including, at CLIENT's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation and disposal of all such Hazardous Materials and/or conditions, and (ii) for any existing environmental condition or those caused by such Hazardous Materials. CLIENT's obligations shall include obligations with respect to a release or discovery of Hazardous Materials and/or conditions by JEG or its Subcontractors that existed or have been or are brought to the foregoing areas by third parties other than the JEG anyone for whose acts JEG or its Subcontractor may be liable.

Exhibit A

COMPENSATION: Compensation will be a lump sum payment of \$19,800 due at completion of paper and executive summary.

Phone Conference Notes

March 10, 2017

Steve Howard, ICMA-CM, CPM, CPPO - Spaceport Camden Project Leader

Larry Strader, Principal Jacobs

Stephanie Sadowsky, Senior Consultant Jacobs

Kevin Kuehn, AIA, Project Manager Jacobs

Purpose: Effort should provide a marketing leave-behind and a white paper with additional details to promote Spaceport Camden to interested parties.

Spaceport Camden History

- The beauty of Spaceport Camden is that it is a Blank slate; dream
- EIS is being finalized
- 60's legacy space program is part of its history
- Space Science Center nearby
- Aerospace companies nearby
- Multiple nuclear subs
- Cape and Wallops; how does Camden support and benefit from...adjacency; launch/landing weather
- Local benefits, Regional opportunities, National exposure

Why East Coast?

- Industry – capacity; small launches.
- Trajectory into low earth orbit
- Growth – property availability; barging, port, engines made locally
- Competitive Advantage to other Spaceports in land locked areas
- "Scheduling" Camden, Study "Shiloh" Economic Opportunity; KSC model
- Emerging "opportunities"
- Small satellite launching....
- What is the Competition; exclusive east coast
 - Role Wallops/Cape play with regards to Camden
- Short/long term support to other Spaceports
- Network of Spaceports
 - The paper is a "Communications tool"
- Third party validation of purpose, Jacobs with its aerospace experiencesays that Camden.....

- Two page executive summary for when Steve travels around. White paper back-up for other purposes.
- "Redundancy"; from other Spaceports
- Inside knowledge – Jacobs/NASA (we bring to paper)

Competitive advantage for Spaceport Camden:

- Reduced regulations; compared to KSC
- Local rapid discussions; compared to KSC
- Affordability – emerging opportunities, compared to others regions and Spaceports
- When I-95 Corridor is Rebranded; Georgia's Space Coast Corridor
- Science Center; History; Culture
- Military population nearby with technical knowledge (nuclear subs at Kings Bay)

Economic Impact:

- Launch Days; revenue to local economy
- Wallops – what is the economic impact of "launch days" to local economy....?
- Educational Initiatives; Georgia Tech; Satellite programs at the University.
- Best use of property; Economic/Environmental gain
- Big companies coming to town; jobs
- Manufacturing comes to Camden, Distribution; local, national and global
- Catalyst – Spaceport is catalyst to local economy