

CS-09-149
CS182

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM1548

CONTRACTOR INFORMATION

Name: Gillette & Associates, Inc.
Address: 20 South 4th Street, Amelia Island, Florida 32034
City: _____ State: _____ Zip: _____
Contractor's Administrator Name: Asa R. Gillette, P.E. Title: Principal/Engineer
Tel#: 904-261-8819 Fax#: 904-261-9905 Email: _____

CONTRACT INFORMATION

Contract Name: Fire Station 70 - Construction Management and Administration Contract Value: \$3,200,000
Brief Description: Construction Management and Administration services for the Nassau County Fire Station 70 (Building Addition) located at O'Neil in Fernandina Beach, Florida.

Contract Dates : From NTP to Project Completion Status: X New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 1/14/10
Department Head Signature Date
2. [Signature] 1/19/10
Contract Management Date
3. [Signature] 1/19/10
County Attorney (approved as to form only) Date
4. [Signature] 1/21/10
Office of Management & Budget Date

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 1/21/10
Edward Sealover Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

10 JAN 20 11:18
RECEIVED
CLERK'S SERVICES
NASSAU COUNTY FL
2009 JAN 15 PM 3:25
2010 JAN 25 PM 2:47
RECEIVED
CONTRACT MANAGEMENT
CONTRACT MANAGEMENT
2010 FEB -4 AM 11:16



Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

January 6, 2010

Mr. Sam Young, Deputy Chief
Nassau County Fire & Rescue
96135 Nassau Place, Suite 1
Yulee, Florida 32097

2010 JAN 12 PM 1:36
NASSAU COUNTY
FIRE RESCUE

**Re: Fire Station 70 (O'Neil) - Building Addition
Fernandina Beach, Florida
Construction Management and Administration
Revision 1**

Dear Mr. Young,

Gillette & Associates, Inc. is pleased to submit this proposal for construction administration services for the Nassau County Fire Station 70 located at O'Neil in Fernandina Beach, Florida. The following scope of services outlines the tasks proposed as part of this contract. This agreement is made as of the date of signature of this contract **Nassau County Fire Rescue (Client) and Gillette & Associates, Inc.**

SCOPE OF SERVICES

The Client and Gillette & Associates, Inc. have agreed to a list of Basic Services Gillette & Associates, Inc. will provide listed below:

Task 1 – Construction Management and Administration

Task 1 – Construction Management and Administration

At the direction of the Client, Gillette & Associates, Inc. shall provide limited construction management and administration during the construction of the project. This will include preparation and management of payment applications, correct procedures, visits to the site and meetings with the contractor during construction. The intent is to ensure that the project is being built according to the permitted plans and all required efforts are coordinated. Conflict resolution will also be performed at the site during construction and will may require final approval by the Client. In the event that additional utilities/structures are encountered at the site that were not shown in the engineering plans prepared by Gillette & Associates, Inc., the Client will be notified and a resolution will be reached prior to resolving the conflict. Additionally, a log will be maintained by Gillette & Associates, involving general activities being performed at the site on a daily basis.

The Client will be responsible for the bidding process and negotiation and award of the contract to the winning contractor. The Client will also provide Gillette and Associates, Inc. with the appropriate contract and payment documents in a useable format. Gillette and Associates, Inc. will answer all questions required during the bidding process. This project will require inspections by the Nassau County Building Department, in accordance with regulations associated with a building permit. The building permit form and procedure will be the responsibility of the contractor and/or the Client. Threshold or private provider inspections are not included in our price.

PROFESSIONAL FEES

Task 1	Construction Management and Administration (fixed fee)	<u>\$ 3,200.00</u>
	Total	\$ 3,200.00

FEE SCHEDULE

Upon agreement by both parties, any additional work to be performed outside the scope of services listed within this contract will adhere to the following hourly rates:

Standard Hourly Rates:

Principal.....	\$ 130.00
Project Manager.....	\$ 120.00
Sr. Professional.....	\$ 100.00
Professional	\$ 90.00
Technical	\$ 65.00
Drafting / CADD	\$ 50.00
Secretarial	\$ 40.00
Outside Services and Items.....	cost plus 10%

PAYMENT

Invoicing for the tasks outlined above will be submitted at least once a month and in proportion to the amount of work performed (by percentage on Fixed Fee items) or actual costs (time and materials on Hourly Estimate items). Client shall notify Gillette & Associates, Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable upon receipt. Client's account will be considered delinquent if Gillette & Associates, Inc. does not receive full payment within thirty (30) days after the invoice date. Payment for work completed is not contingent upon receipt of Governmental or other approvals.

If a delinquency by Client occurs, Gillette & Associates, Inc. may choose to suspend work. If such a decision to suspend work is made, Gillette & Associates, Inc. shall notify Client in writing. Gillette & Associates, Inc. may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this agreement are paid in full. If a delinquency by Client occurs and Gillette & Associates, Inc. chooses not to suspend work, no waiver or estoppels shall be implied or inferred. Client agrees and understands that if Gillette & Associates, Inc. decides to so suspend its work, Gillette & Associates, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other party, that may arise from or be related to such a work suspension.

If the Client fails to make payments when due and Gillette & Associates, Inc. incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Gillette & Associates, Inc. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Gillette & Associates, Inc.'s staff costs at standard billing rates for Gillette & Associates, Inc.'s time spent in efforts to collect. This obligation of the Client to pay Gillette & Associates, Inc.'s collection costs shall survive the term of this Agreement or any earlier termination by either party.

CLIENT RESPONSIBILITIES

To the best of its ability the Client agrees to provide full, reliable information regarding its requirements for the project. In addition, the Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the project as may be required from time to time by Gillette & Associates, Inc. in the performance of our work. The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the project and the performance of Gillette & Associates, Inc.'s work.

ACCESS TO SITE

Gillette & Associates, Inc. and Gillette & Associates, Inc.'s employees and consultants shall have access to the project site at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its records and future use. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Gillette & Associates, Inc., its officers, directors, employees and sub consultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials on the property.

DESIGN APPROVALS

Mr. Sam Young or Mr. Matt Graves shall be designated as the Client Representative who will be responsible for direction for this project and has authority for design approval. In the event that the design, as approved by Mr. Young or Mr. Graves, is rejected by others, and redesign is required, such redesign services shall be compensated as extra services at our standard hourly rates.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and Gillette & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Gillette & Associates, Inc. to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs. So that the total aggregate liability of Gillette & Associates, Inc. to the Client shall not exceed the total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

It is intended by the parties to this Agreement that Gillette & Associates, Inc.'s services in connection with the Project shall not subject Gillette & Associates, Inc.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Gillette & Associates, Inc., a Florida corporation, and not against any of Gillette & Associates, Inc.'s individual employees, officers or directors.

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Gillette & Associates, Inc. unless the Client has first provided Gillette & Associates, Inc. with a written certification executed by an independent consultant currently practicing in the same discipline as Gillette & Associates, Inc. and licensed in the State of Florida. This certification shall: a.) contain the name and license number of the certifier; b.) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c.) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to Gillette & Associates, Inc. not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any State law in force at the time of the claim or demand for arbitration.

CONSTRUCTION MEANS AND METHODS

It is expressly understood and agreed that Gillette & Associates, Inc. shall not have control of and shall in no event be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the project. The Client shall indemnify Gillette & Associates, Inc. and hold Gillette & Associates, Inc. harmless from and against any and all claims, demands, losses, costs, liabilities and expenses, incurred by Gillette & Associates, Inc. and arising out of or related to any of the aforesaid.

We are very excited about working with you on this project and trust that this proposal is responsive to your needs. If so, please return a signed copy of this proposal.

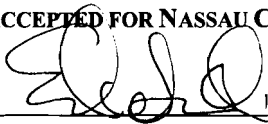
Sincerely,



Asa R. Gillette, P.E.
Principal / Engineer
Gillette & Associates, Inc.

CONFIRMED AND ACCEPTED FOR NASSAU COUNTY FIRE RESCUE

Accepted by: _____



Printed Name: Edward Sealover

Title: County Coordinator

Date: 01/21/10