

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT
TRACKING NO.**

Cm 1536

CONTRACTOR INFORMATION

Name: Environmental Services, Inc.

Address: 7220 Financial Way Suite 100 Jacksonville, Florida 32256 32256
City State Zip

Contractor's Administrator Name: Josh Patterson, PG, CHMM **Title:** VP Division Director

Tel#: 904-470-2200 Fax#: 904-470-2112 Email: jpatterson@esinc.cc

CONTRACT INFORMATION

Contract Name: 14th St. Annex Asbestos Abatement Project Contract Value: \$25,050.00

Brief Description: Provide on-site supervision and remediation air monitoring services for asbestos abatement activities being completed at the 14th St. Annex in Fernandina Beach, Florida.

Contract Dates 12-15-09 to 1-6-2010 Status: New X 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
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New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Daniel Salma 09193519-546001
Department Head Signature Date Funding Source/Acct #

2. Charlotte Young 12/15/09
Contract Management Date

3.  County Attorney (approved as to form only) 12/16/09 Date

4. [Signature] 12/16/09
Office of Management & Budget Date

Comments:

COUNTY COORDINATOR – FINAL SIGNATURE APPROVAL

Edward Sealover 12/16/09
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



ENVIRONMENTAL SERVICES, INC.
7220 Financial Way, Suite 100
Jacksonville, Florida 32256
904-470-2200
904-470-2112 (FAX)

cm 389

PROJECT AUTHORIZATION FORM

To: Mr. Tim Milligan Total Pages: 1
Company: Nassau County Building Maintenance
Department Date: 14 December 2009
E-mail/fax: tmilligan@nassaucountyfl.com Project #: SJ06029.05
From: Mr. Robert Fischer Project Name: 14th Street Annex/Air Monitoring

Nassau County Building Maintenance
Department
Client's Name

is authorizing Environmental Services, Inc., to conduct services for the above referenced project. The services will be billed on the following basis:

Service:	Details:	Specified Fee:
Asbestos Air Monitoring	Phase Contrast Microscopy (PCM) and Transmission Electron Microscopy (TEM)	\$25,050.00 Total

Services to be provided:

*Mobilization for 20 days to provide on-site supervision and remediation air monitoring services for asbestos abatement activities being completed at the 14th Street Annex Facility in Fernandina Beach, Nassau County, Florida which will include the collection of four (4) Phase Contrast Microscopy (PCM) samples per day (additional samples will be charged at a rate of \$15 per sample), five (5) Transmission Electron Microscopy (TEM) samples per completed work area for six (6) work areas (additional samples will be charged at a rate of \$70 per sample), a written report, and review/oversight by a Florida Licensed Asbestos Consultant. **Mobilization will include ten (10) hour, business days only, which excludes holidays. All samples will be analyzed by a NIST accredited laboratory using PCM with a turnaround time of 3 days. ESI electronic final reports (e-reports) are now available and will be provided unless hard copies are requested as per the terms listed below.

TERMS:

- Environmental Services, Inc., will complete the work described above in a timely manner unless delayed by client's request, lack of information, or intervening factors beyond our control. **Additional meetings, consultation, or other services requested or required by the client or others (e.g., client representatives, attorneys, lenders) beyond the outlined scope of services will be invoiced on a time and materials basis in addition to the specified fee stated above.**
- By signing below, the client authorizes ESI to complete the designated scope of work, that it has permission to work on the subject property, and will advise ESI of proper procedures for accessing the subject property.
- Environmental Services, Inc. maintains a minimum \$1,000,000 errors and omissions insurance, and \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance policy. Additionally insured certificates of insurance must be requested in advance.
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- An invoice will be provided with the final report. Payment is due upon receipt of the invoice;** after 45 days the client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- A retainer of \$0 is required; the retainer will be subtracted from the first invoice and is required to initiate work.**
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract and ESI may cease work and withhold all work product immediately without penalty from the client.
- See Nassau County's Amendment A
- ESI will provide oversight and air monitoring for the county hired abatement company but will not be held directly responsible for the actions or performance of the county hired abatement company.
- ESI rates change on July 1 of each year; this cost proposal is valid for 60 days from date of issuance.
- Hard copy reports are available at a standard cost of \$100.00.**
- * Any additional mobilizations over the projected 20 days will be charged at a daily rate of \$800.00.
- ** Work days over ten (10) hours or during weekends and holidays will be charged at time and a half using the hourly rates provided.

Josh Patterson, PG, CHMM

VP/Division Director

14 December 2009

Date

Client (Please Print/Sign)

Date

If you have difficulty in receiving this fax message, please call (904) 470-2200 and request to speak to the person listed below.

xc:

Contact:

Robert Fischer

Florida

Georgia

North Carolina

South Carolina

Ohio

ADENDUM A

12/14/09

DISPUTES:

Any dispute arising under this Contract 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 Coordinator with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

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, 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 Consultant. 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.