



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

August 30, 2010

Nassau County Board of County Commissioners
 Attn: Mr. David Hallman
 96135 Nassau Place, Suite 1
 Yulee, Florida 32097

Re: Reserve at Deer Run – Re-plat

Dear Mr. Hallman:

Gillette & Associates, Inc. is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to re-plat the existing Reserve at Deer Run (Plat Book 8, Page 24) located in Nassau County, 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 between **Nassau County Board of County Commissioners** (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 – Preliminary and Final Platting
- Task 2 – Project Administration and Coordination

Task 1– Preliminary and Final Platting

Gillette & Associates, Inc. will employ a licensed surveyor to prepare a preliminary plat, as required by Nassau County for the replat of the existing Reserve at Deer Run subdivision (Plat Book 8, Page 24). We will also employ and oversee a licensed surveyor to produce the final replat for subdivision, including the installation of all permanent reference monuments, lot corners, and other final monumentation. We will oversee the recording of the final plat at the Board of County Commission upon approval by County departments.

The intent of this replat is to dedicate properties previously deeded to Nassau County back to the developer and/or the Reserve at Deer Run Homeowner’s Association.

Task 2 – Project Administration and Coordination

Gillette & Associates, Inc. shall provide project coordination services throughout the planning, design, and engineering of your project to ensure a seamless integration of all elements. This includes the preliminary meetings with the County, meeting with the Client in order to finalize the layout, and all platting coordination for the project.

PROFESSIONAL FEES

Task 1	Preliminary/Final Platting	\$ 1,975.00
Task 2	Project Administration	\$ 475.00
Task 3	Reproduction	<u>\$ 200.00</u>
Total		\$ 2,650.00

APPROVED BOCC
 DATE 9-15-10 BKH

- Permit fees and review performed by the outside surveyor to be paid by Nassau County.

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

Nassau County Board of County Commissioners 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 Nassau County Board of County Commissioners, 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.

INDEMNIFICATION

Client agrees to hold Gillette & Associates, Inc. harmless from and completely indemnify Gillette & Associates, Inc. from and against any and all damages, attorney's fees, losses, costs, and expenses which Gillette & Associates, Inc. may incur as a result of a claim or claims against it, if any, by the Owner, Lender or any other third party, arising out of any wrong doing, negligence, and/or breach of contract by Client, alleged or otherwise, that is related, in any manner whatsoever, to the project, or Client's involvement with the project.

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,



Nick Gillette, P.E.
Principal/Engineer
Gillette & Associates, Inc.

CONFIRMED AND ACCEPTED BY NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Accepted by: M. H. Boyle
Title: Chairman
Date: 9-15-10

eBK
9/15/10

**ATTEST AS TO CHAIRMAN'S
SIGNATURE ONLY**

