



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

October 3, 2011

Mr. J. Scott Herring, P.E.
 Nassau County Engineering Services
 96161 Nassau Place
 Yulee, FL 32097

Dear Mr. Herring:

Gillette & Associates, Inc. is pleased to submit this Scope of Services and proposal in connection with the County's efforts to engineer and permit Phase II of Loop Road. Phase II will consist of approximately 4,700 LF of roadway that will connect Phase I and the Amelia Concourse, as identified on the master concept plan. 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 Engineering Services (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 – Survey – Phase II Loop Road
- Task 2 – Wetland Services – Phase II – Phase II Loop Road
- Task 3 – Engineering Design – Phase II Loop Road
- Task 4 – Permitting Services – Phase II Loop Road
- Task 5 – Project Administration & Coordination – Phase II Loop Road
- Task 6 – Bid Specifications – Phase II Loop Road
- Task 7 – Post Design Services – Phase II Loop Road

Task 1 – Survey – Phase II Loop Road

At the direction of the Client, Gillette & Associates, Inc, will employ a licensed surveyor (King Engineering) to perform an alignment and topographic survey for the proposed improvements for Phase II. Phase II will include approximately 4,700 LF of unimproved lands that will connect to the Phase I portion at License Road and running south and then east to Amelia Concourse. The survey will also include a baseline alignment tied to existing road right of way and, or property boundaries from License Road to Amelia Concourse for use in design. The right of way width is estimated at 60 feet and would include topographic data 25 each side of the Phase II corridor.

The boundaries of the following parcels located adjacent to the proposed alignment will be included in the alignment survey. Boundary corners, if recoverable, will be tied to the alignment survey and existing parcel data listed on the completed map. Nassau County Parcel #'s: 37-2N-27-0000-0001-0050 (Nassau County); 37-2N-27-0000-0001-0080 & 01-2N-27-0000-0003-0090 (Rayonier, Inc.); 37-2N-27-0000-0001-0020 (Rayland, LLC); 37-2N-27-0000-0001-0010 & 01-2N-27-0000-0003-0030 (J.E.A.); 01-2N-27-0000-0003-0240 (Amelia Pointe, Ltd.).

APPROVED BOCC
 DATE 10/10/11 *BJS*

King will establish horizontal and vertical control points along the Phase II corridor in accordance with Chapter 5J-17 of the Florida Administrative Code. Horizontal control points shall be located at 1,400 foot intervals and vertical temporary benchmarks shall be a 500 foot intervals.

King will also locate only memorial trees, primarily live oaks 12" diameter and larger and other species greater than 24" along the Phase II corridor and within 20 feet of the proposed right of way limits.

All open water areas will include topographic information to the existing water line. Where the proposed Phase II roadway alignment crosses two small pond areas at the JEA treat plant King will complete two cross sections of the ponds to determine a rough depth for design purposes.

All survey data will be in Florida State Plane Coordinates, Florida East Zone 0901, as required by Nassau County. All right of way, alignment, topographic and control survey work effort shall be completed in accordance with Chapter 5J-17 of the Florida Administrative Code.

Task 2 – Wetland Services – Phase II Loop Road

A. Field and Agency Coordination

At the direction of the Client, Gillette & Associates, Inc will employ a licensed biologist to field stake/flag the approximate limits of state jurisdictional wetlands within immediate proximity (60 feet) of the project area/ROW. We will schedule and attend an agency field review with St. John's River Water Management District (SJRWMD) staff in order to verify the field established jurisdictional limits as part of the SJRWMD ERP review process. The fee associated with this effort is based on an estimated 1,200 lineal feet of jurisdictional wetland line to establish and review with the SJRWMD.

B. Jurisdictional Survey

Based on the identified project limits, we will survey the jurisdictional line points as staked/flagged and agency verified. A specific purpose jurisdictional survey of the located jurisdictional line points will be prepared in accordance with Chapter 5J-17, FAC. The fee associated with this effort is based on an estimated 1,200 lineal feet of jurisdictional wetlands.

Task 3 – Engineering Design – Phase II Loop Road

At the direction of the Client, Gillette & Associates, Inc. will prepare the necessary engineering plans and details for the project. The project will include the design of approximately 4,700 LF of roadway within lands either owned or controlled by Nassau County in order to connect License Road and the Amelia Concourse.

The design will be based on the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways – Florida Green Book for work proposed in the County right of way. The County reserves the right to deviate from these standards, provided all parties concur. The design will include:

- Drainage Sheet - The Drainage Sheets will include pre-development and post development drainage patterns for the redesign of the proposed roadway and proposed stormwater management system.
- Plan and Profile Sheets - The Plan and Profile Sheets will show existing and proposed profiles, spot elevations, stormwater collection system, drainage piping data, and proposed pavement.
- Detail Sheets - The Detail Sheets will include the necessary details for paving and drainage.

- Gillette & Associates, Inc. will provide review of soils suitability with support from a geotechnical engineer (Geotechnical report provided by County).
- Plan and Profile Sheets for County right of way
- Electronic plans on State Plane Coordinate System
- Stormwater Pollution Prevention Plan
- Maintenance of Traffic Plans, as applicable
- Signage and Striping Plans

Task 4 – Permitting Services – Phase II Loop Road

The activities accomplished under this task are required in order to submit the necessary applications to the reviewing agencies to obtain the approvals and permits. Gillette & Associates, Inc. will:

- Prepare drainage calculations and submit the final engineering plans and permit application to the St. Johns River Water Management District. This includes responses to all RAI's that are generated.
- Submit the final engineering and drainage calculations to Nassau County for review. We will represent the Client and respond to all comments.
- Submit necessary mitigation plan to the SJRWMD/ACOE for wetland impacts.

Task 5 – Project Administration & Coordination – Phase II Loop Road

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 in order to finalize the layout. This also includes meeting with the adjacent property owners in an effort to secure right of way for the project.

Task 6 – Bid Specifications – Phase II Loop Road

Gillette & Associates, Inc. will prepare a bid specifications packet to be used for bidding by contractors to construct the project. This packet will include specifications, quantities, construction means and methods, when applicable, testing requirements, and all other relevant items that are ancillary to construction.

Task 7 – Post Design Services – Phase II Loop Road

Gillette & Associates, Inc., shall provide assistance in completing the following tasks on behalf of Nassau County:

- Assist in providing bid specification packet to contractor for final bidding
- Request meeting(s) attendance/production of meeting minutes
- Review shop drawings
- Evaluate Contractor claims/RFI's
- Periodically reviewing the Contractor's progress for compliance with design and to verify pay request levels
- Periodically observe construction progress
- Certify to regulatory agencies that construction conforms with design drawings and specifications and associated reprographics costs

Deliverables:

- SJRWMD Environmental Resource Permit
- ACOE permit, if necessary
- Assistance with securing easements and land dedications
- Nassau County Engineering Department Approval

Schedule:

<u>Day</u>	<u>Task</u>
1	Contract Execution
28	Survey Complete
84	Completion of Engineering Design – Submit for Permit
115	Receive comments from Nassau County/SJRWMD
125	Resubmit to Nassau County/SJRWMD
155	Receive SJRWMD/Nassau County Approval

This schedule does not reflect any time lost due to right of way acquisition negotiation.

PROFESSIONAL FEES

Task 1	Survey– Phase II (fixed fee – no mark-up)	\$ 12,980.00
Task 2	Wetland Services – Phase II (fixed fee – no markup)	\$ 4,450.00
Task 3	Engineering Design – Phase II (fixed fee)	\$ 19,250.00
Task 4	Permitting Services – Phase II (fixed fee)	\$ 8,575.00
Task 5	Project Admin & Coordination – Phase II (fixed fee)	\$ 2,950.00
Task 6	Bid Specifications – Phase II (fixed fee)	\$ 3,475.00
Task 7	Post Design Services – Phase II (Not to Exceed T&M)	\$ 5,000.00
	Reproduction	\$ 700.00
	Total	\$ 57,380.00

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:

Senior Engineer.....	\$ 99.86
Project Engineer.....	\$ 66.58
Project Manager.....	\$ 66.58
Office Manager.....	\$ 65.78
Drafting / CADD.....	\$ 62.32
Outside Consultant.....	no mark-up

SERVICES NOT INCLUDED WITH THIS PROPOSAL

Our fees, unless otherwise stated herein, do not include miscellaneous expenses or optional services required in conjunction with:

- Due diligence
- Wildlife surveys
- Geotechnical
- Irrigation plans

- Tree surveys
- Aerial photography
- Permit fees
- Bonds
- Assistance with financial packages
- Off-site utility coordination
- Water and sewer Department of Environmental Protection permit applications
- Contract or construction administration

All such costs shall be paid directly by the Client, negotiated as additional services or paid at our standard hourly rates. If this information is performed by others, Gillette & Associates, Inc. assumes no responsibility for the accuracy of such information or services, and shall not be liable for error or omissions therein.

PAYMENT

Invoicing for the tasks outlined above will be submitted no more than once a month and for the amounts of each task, once completed and will be based on a Lump Sum estimate. 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 forty-five (45) days after the invoice date. Payment for the final invoice for work completed is contingent upon receipt of Governmental or other approvals, as applicable.

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 estoppel 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

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 subconsultants 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. J. Scott Herring has been designated as the Client Representative who will be responsible for design direction for this project and has authority for design approval in the Nassau County right of way. In the event that the design, as approved by Mr. Herring, 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. Gillette & Associates, Inc. acknowledges that this shall not apply to claims and corresponding costs incurred by errors and omissions in the plans or specifications that are a result of the sole actions of Gillette & Associates, Inc.

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 to us as authorization to proceed.

Sincerely,



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

CONFIRMED AND ACCEPTED FOR NASSAU COUNTY ENGINEERING SERVICES

Accepted by: _____
Title: _____
Date: _____

Budget Transfer Request

FY11/12

Requesting Dept: OMB Fund: 103-Cnty Transp Transfer # _____

Requested By: Cathy Lewis *S* Date: 10/10/2011

Purpose: To provide funding for Concourse Loop South Segment 2, project #CLS2 as approved by BCC 10/10/11.

revenues

	Acct. Number	Acct. Description	Amount	Available Balance	Use Only
					Verified Available
Transfer:					
From:	<u>03999599-399100</u>	<u>Cash Forward</u>	<u>\$ 987,380</u>	<u>\$ 3,229,900</u>	
To:	<u>03099581-399100 CLS2</u>	<u>Cash Forward</u>	<u>\$ (987,380)</u>	<u>\$ -</u>	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	

[Handwritten Signature]
10-3-11

Approved By: BOCC: *[Signature]* Clerk of Courts: *[Signature]*
 Date: 10/10/11 Date: 10/12/11 *ERK 10/10/11*

Financial Services Use Only

Action Completed _____ Signature/Date _____

Budget Transfer Request

FY11/12

Requesting Dept: OMB Fund: 103-Cnty Transp Transfer # _____

Requested By: Cathy Lewis Date: 10/10/2011

Purpose: To provide funding for Concourse Loop South Segment 2, project #CLS2 as approved by BCC 10/10/11.
expenditure

	Acct. Number	Acct. Description	Amount	Available Balance	Fin. Serv. Use Only Verified Available
Transfer:					
From:	<u>03999599-599083</u>	<u>Reserves-Capital Plan</u>	<u>\$ (987,380)</u>	<u>\$ 2,743,133</u>	
To:	<u>03099581-591630 CSL2</u>	<u>Trans Out-CP-Transportation</u>	<u>\$ 987,380</u>	<u>\$ -</u>	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	
From:	_____	_____	_____	_____	
To:	_____	_____	_____	_____	

[Handwritten Signature]
10-10-11

Approved By: BOCC: *[Signature]* Clerk of Courts: *[Signature]*
 Date: 10/10/11 Date: 10/12/11 *ENC 10/10/11*

Financial Services Use Only

Action Completed _____
 Signature/Date _____

RESOLUTION 2011-154

WHEREAS the Capital Projects Fund-Transportation is to receive a transfer from the County Transportation Fund providing funding for the Concourse Loop South Segment 2 (project # CLS2) project.

WHEREAS this revenue was not anticipated in the 2011/2012 budget year for the fund.

BE IT THEREFORE resolved by the Board of County Commissioners, Nassau County, Florida in regular session, duly assembled on the 10th day of October, 2011 the following budget amendment pursuant to Florida Statutes Chapter 129.06 be adopted:

REVENUE

63470541-381030 CLS2 Transfer In-Cnty Transportation \$ 987,380

APPROPRIATION

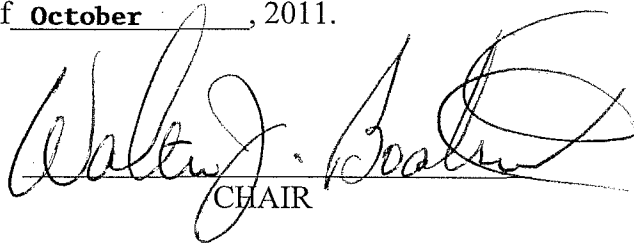
63470541-563365 CLS2 Engineering & Design \$ 57,380

63470541-563100 CLS2 Road Construction \$ 930,000

\$ 987,380

ADOPTED this 10th day of October, 2011.

ATTEST:


CHAIR


EX-OFFICIO CLERK

*gsk
10/10/11*


10-13-11

25

Cathy Lewis

From: Shanea Jones
Sent: Monday, October 03, 2011 3:04 PM
To: Cathy Lewis
Subject: FW: Loop Road Phase II
Attachments: scope-loop road phase 2.pdf

Shanea Jones
Office of Management & Budget Director
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, FL 32097
(904) 491-7370

From: Nick Gillette [mailto:Nick@gilletteassociates.com]
Sent: Monday, October 03, 2011 2:52 PM
To: Scott Herring; Jonathan Page
Cc: Shelley Caldwell; Shanea Jones
Subject: RE: Loop Road Phase II

Jonathon/Scott,

Please find attached the estimated scope of services and proposal for Phase II of the Loop Road. With contingency, the estimated preliminary construction cost is approximately \$930,000.

Please feel free to call or email me with any questions. Thanks.

Nick E. Gillette, P.E.
Principal/Engineer
20 South 4th Street
Fernandina Beach, FL 32034
(904) 261-8819 (P)
(904) 261-9905 (F)

+ 57,380 E+D - Gillette
\$987,380

From: Scott Herring [mailto:sherring@nassaucountyfl.com]
Sent: 2011-09-28 4:01 PM
To: Nick Gillette; Jonathan Page
Cc: Shelley Caldwell; Shanea Jones
Subject: RE: Loop Road Phase II

Nick,
We really need this by close of business on Monday if possible to have included on the Oct. 10th agenda.
Thanks!
Scott

Scott Herring
Public Works Director

From: Nick Gillette [mailto:Nick@gilletteassociates.com]
Sent: Wednesday, September 28, 2011 3:05 PM
To: Jonathan Page
Cc: Shelley Caldwell; Scott Herring
Subject: RE: Loop Road Phase II

Jonathon,

I will get you something next week. Thanks.

Nick E. Gillette, P.E.
Principal/Engineer
20 South 4th Street
Fernandina Beach, FL 32034
(904) 261-8819 (P)
(904) 261-9905 (F)

From: Jonathan Page [mailto:jpage@nassaucountyfl.com]
Sent: 2011-09-28 2:57 PM
To: Nick Gillette
Cc: Shelley Caldwell; Scott Herring; Jonathan Page
Subject: Loop Road Phase II

Nick,

Would you please give us the following regarding Phase 2 of the loop road:

1. Scope and fee similar to what we had for Phase 1&3 but please include specs and Post Design (T&M not to exceed \$5,000)
2. Preliminary construction cost estimate.

Thanks and if you have any questions or comments please feel free to call me directly.

Jonathan

Jonathan Page, P.E.
Engineer III
Nassau County Engineering Services
96161 Nassau Place
Yulee, FL. 32097 (904) 491-7330