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PLANNING
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**WORK AUTHORIZATION # CM1688-WA03
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
RFQ/BID NO. NC10-004**

Consultant:	Gillette & Associates, Inc.
Contract Number:	CM1688
Contact Name:	Nick Gillette, P.E.
Contact Number:	904-261-8819
Email:	Nick@gilletteassociates.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Loop Road, Phase I – Construction Phase			
		CONTRACT OVERVIEW	
Date Submitted	12/09/11	Total of Previous Authorizations	\$104,910.29
Amount	\$9,029.81	This Work Authorization	\$9,029.81
Scheduled Completion	See below	Current Contract Total	\$113,940.10

This Work Authorization is to the AGREEMENT between Nassau County and the Consultant known as the Continuing Contract for Engineering Services for Nassau County, Florida, dated December 13, 2010. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Gillette & Associates shall provide professional engineering services in connection with the County's efforts to construct Phase I of a parallel loop road to State Road AIA in District 3 of Nassau County, pursuant to the proposal dated 12/09/11, attached hereto as Attachment "A".

ARTICLE 2. Time Schedule

Gillette & Associates shall immediately begin upon issuance of a Notice to Proceed. Commencement of bid phase is tentatively scheduled for March 1, 2012 with an estimated completion by July 1, 2012.

ARTICLE 3. Budget

The fee for these services shall be a lump sum fees in the amount of **\$9,029.81**. This does not include any additional fees that are a result of additional tasks requested by the County. Fees for additional services shall be based on the Continuing Contract for Engineering Services as referenced above.

Article 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

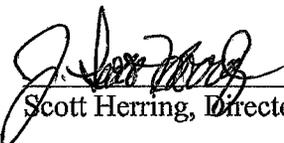
In presenting this Work Authorization, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services are attached.

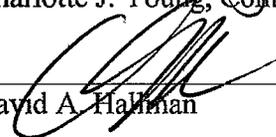
AGREED TO BY:

BY: 
Print Name: Nick Gillette
Title: Principal
Date: 1/3/2012

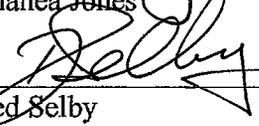
RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Public Works Director:  1/11/12
Scott Herring, Director

Contract Management:  1/6/12
Charlotte J. Young, Contract Manager

County Attorney:  1/10/12
David A. Hallman

Office of Management & Budget:  1-11-12
Shanea Jones

County Manager:  1/11/12
Ted Selby

APPROVED by the County Manager, designee for the BOARD OF COUNTY COMMISSIONERS, the 11th day of January, 2012.



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

December 9, 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 construct Phase I of a parallel loop road to State Road A1A in District 3 of Nassau County. 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 – Bid Package Preparation – Phase I
- Task 2 – Construction Administration – Phase I

Task 1 – Bid Package Preparation – Phase I

At the direction of the Client, Gillette & Associates, Inc, shall prepare a bid package specification for bidding purposes on behalf of the County. The specification package shall be in accordance with previously adopted County specifications and formats. G&A will also answer questions from contractors throughout the bidding process.

Task 2 – Construction Administration – Phase I

At the direction of the Client, Gillette & Associates, Inc, 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
- Attend construction meetings
- 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

ESTIMATED FEES

Task 1	Bid Package Preparation – Phase I	\$ 4,074.75
Task 2	Construction Administration – Phase I	<u>\$ 4,955.06</u>
	Total	\$ 9,029.81

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.....	\$ 97.79
Project Engineer.....	\$ 65.20
Project Manager.....	\$ 65.20
Office Manager.....	\$64.41
Drafting / CADD.....	\$ 61.02
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.

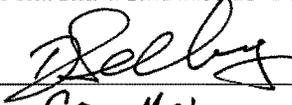
Sincerely,



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

CONFIRMED AND ACCEPTED FOR NASSAU COUNTY ENGINEERING SERVICES

Accepted by: _____



Title: _____

Co. Mgt.

Date: _____

1/11/10

Rates for Nassau County

Loop Road Phase I

TASKS	CLASS	RATE	HOURS	AMOUNT
1 Bid Package Preparation	Senior Eng/Project Eng	\$97.79/\$65.20	25/25	\$ 4,074.75
2 Construction Administration	Senior Eng/Project Eng	\$97.79/\$65.20	14/55	\$ 4,955.06
TOTAL				\$ 9,029.81