

**RECEIVED  
CONTRACT MANAGEMENT**  
**CONTRACT APPROVAL FORM**  
2009 AUG 25 PM 3:48

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
CM1469

**CONTRACTOR INFORMATION**

Name: Gillette & Associates  
Address: 20 South 4<sup>th</sup> Street Fernandina Beach FL 32034  
City State Zip  
Contractor's Administrator Name: Asa Gillette Title: Principle and Engineer  
Tel#: 904-261-8819 Fax#: 904-261-9905 Email: \_\_\_\_\_

**CONTRACT INFORMATION**

Contract Name: Station 70 Renovation Contract Value: \$9,100.00

Brief Description: Develop a proposal for Professional Engineering for an expansion and improvement of Station 70 (O'Neal). This includes, but is not limited to, permitting as required, development of a scope of work, and schedule of deliverables.

Contract Dates \_\_\_\_\_ to \_\_\_\_\_ Status: XX 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] 8/25/09  
Department Head Signature Date
2. Charlotte Young 8/26/09  
Contract Management Date
3. [Signature] 8/26/09  
County Attorney (approved as to form only) Date
4. [Signature] 8/27/09  
Office of Management & Budget Date

4223522-562303 Station 70  
Funding Source/Acct #

Comments: \_\_\_\_\_

**COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL**

[Signature] 8/27/09  
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

**RECEIVED  
CONTRACT MANAGEMENT**  
2009 AUG 28 AM 10:39

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS**

VENDOR NAME / ADDRESS

Gillette & Associates, Inc.  
20 South 4th Street  
Fernandina Bch, FL 32034

P.O. Box 4000  
FERNANDINA BEACH, FLORIDA 32035-4000

REQUISITION  
ES-076

DEPARTMENT  
Fire Rescue

C.W. Cooper  
REQUISITION BY:

VENDOR NUMBER	PURCHASE ORDER NUMBER	PURCHASE ORDER DATE	PURCHASE ORDER TOTAL	DISCOUNT TERMS	
		8/24/09	\$ 9,100.00		
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	FUND ACCOUNT NUMBER
	Professional Engineering Services (Fire Station 70) To include:			9,100.00	04223522-562303 ✓
1	Engineering Design-Structural				
2	Engineering Design-M/E/P				
3	Architectural Design-plans, Elevations & Sections				
4	Project Administration & Coordination				<i>Handwritten initials and date 8/27/09</i>
*	Approved under CIP				<i>Handwritten signature and date 8/27/09</i>
<i>Handwritten signature and date 8/24/09</i>					

APPROVED BY:

WHITE - Finance Copy  
YELLOW - Requisitioner's Copy

Subtotal  
 Total



Gillette & Associates, Inc.

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

July 14, 2009

Mr. Sam Young, Deputy Chief  
Nassau County Fire & Rescue  
91685 Nassau Place, Suite 1  
Fernandina Bch, Florida 32034

**Re: Fire Station 70-O'Neil  
Fernandina Beach, Florida**

Dear Mr. Young:

Gillette & Associates, Inc. is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to engineer and permit a renovation and additional space to an existing fire station 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 between **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 – Engineering Design – Structural
- Task 2 – Engineering Design – M/E/P
- Task 3 – Architectural Design – Plans, Elevations & Sections
- Task 4 – Project Administration & Coordination

#### **Task 1 – Engineering Design – Structural**

- Structural Sheets - The Structural Sheets will include roof layout, floor, beam sizing (as required), and foundation sizing and verification, as required for permit and construction. The structural engineering services are based on a new structure and renovation of the existing quarters.
- Detail Sheets - The Detail Sheets will include elevations and sections for the structural sheets as required for permit and construction.
- We include all drafting services required to generate complete drawings.
- All design work to be in accordance with the Florida Building Code 2007 with 2009 revisions and Nassau County requirements.
- All drawings will be plotted on 24-inch wide paper. If larger paper is required, additional reproduction charges will be incurred.
- We do not include renovations or alterations to the truck bays.

## **Task 2– Engineering Design – M/E/P**

### **(a) Mechanical / HVAC Design**

- Mechanical Plan Sheets - The Mechanical Plan Sheets will include the location and design of the heating, ventilating, and air-conditioning (HVAC) for the new building addition. The main building will utilize the existing HVAC system. These sheets will show the location of the equipment, size and routing of the duct work, and diffuser and return air location.
- Detail Sheets and Schedules – The Detail Sheets will include necessary sections and details, diffuser schedules, equipment schedules, ASHRAE parameters, design parameters, and calculations required for permit and construction.
- All mechanical engineering shall be in accordance with the Florida Mechanical Code 2007 and ASHRAE standards.
- We do not include final test and balance on the new systems. This is assumed to be in the mechanical contractor's scope of work. We do not include equipment engineering services for vendor furnished equipment (e.g. shop equipment, vacuum system, etc.).
- All plumbing engineering shall be in accordance with the Florida Plumbing Code and manufacturer's specifications.
- We include all drafting services required to generate complete drawings.
- All design work to be in accordance with the Florida Building Code 2007 and Nassau County requirements.
- All drawings will be plotted on 24-inch wide paper. If larger paper is required, additional reproduction charges will be incurred.
- We do not include renovations or alterations to the truck bays.

### **(b) Electrical Design**

- Electrical Plan Sheets- The electrical plan sheets will contain the site plan, legends, load calculations, lighting, and power systems. All electrical based on
- Electrical Riser Diagram Sheet- The electrical riser diagrams will include risers, schedules, and details.
- Electrical Specification Sheet- This sheet will contain the necessary electrical specifications. Note that sheets may be combined as required.
- All fire alarm design to be code minimum. All work is assumed to be permitted using the Florida Building Code 2007.
- Landscape lighting design, telephone, data systems, and security systems are not included in our proposal.
- We do not include equipment engineering services for vendor furnished equipment (e.g. shop equipment, vacuum system, etc.).
- We include all drafting services required to generate complete drawings.
- All design work to be in accordance with the Florida Building Code 2007, National Electrical Code (NEC) and Nassau County requirements.
- All drawings will be plotted on 24-inch wide paper. If larger paper is required, additional reproduction charges will be incurred.
- We do not include renovations or alterations to the truck bays.

### **(c) Plumbing Design**

- Plumbing Plan Sheets - The Plumbing Plan Sheets will include the location and design of the required potable water supply and building sewer piping required for any new fixtures added due to local codes. These sheets will show pipe routing and sizing in accordance with the architectural drawings.
- Detail Sheets – The Detail Sheets will include necessary riser diagrams (isometrics), details, and fixture schedules as required for permit and construction.
- All new fixtures will be designed and implemented in accordance with the requirements of the Florida Building Code.
- We do not include equipment engineering services for vendor furnished equipment (e.g. shop equipment, vacuum system, etc.).
- All plumbing engineering shall be in accordance with the Florida Plumbing Code 2007 and manufacturer's specifications.
- We include all drafting services required to generate complete drawings.
- All design work to be in accordance with the Florida Building Code 2007 and Nassau County requirements.
- All drawings will be plotted on 24-inch wide paper. If larger paper is required, additional reproduction charges will be incurred.
- We do not include renovations or alterations to the truck bays.

### **Task 3 – Architectural Design – Plans, Elevations, & Sections**

- Architectural Sheets - The Architectural Sheets will include floor plans, roof plan, electrical plans, elevations (as required), and interior and exterior schedules of materials. Architectural services are based on a new 200 s.f. (+/-) structure and renovation to the existing occupiable space.
- Detail Sheets - The Detail Sheets will include elevations, miscellaneous sections and details for the architectural sheets as required for permit and construction.
- Schedules and Allocations – Gillette & Associates, Inc. will specify the general interior and exterior finishes to allow for pricing by the contractor. Pricing allotments by the contractor will determine the final finishes and specific fixtures throughout the fire station. The final specifications for finishes and fixtures will be coordinated with the contractor and will be the responsibility of the Client.
- All design work to be in accordance with the Florida Building Code 2007 and Nassau County requirements.
- All drawings will be plotted on 24-inch wide paper. If larger paper is required, additional reproduction charges will be incurred.
- We do not include renovations or alterations to the truck bays.

### **Task 4 – Project Administration & 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 preliminary meetings with Nassau County (if required), meeting with the Client in order to finalize the layout and architecture, and necessary interaction with the contractor prior to construction. Please note that construction administration and management is the responsibility of the client.

## PROFESSIONAL FEES

Task 1	Engineering Design – Structural (fixed fee)	\$1,200.00
Task 2	Engineering Design –M/E/P (fixed fee)	\$3,500.00
Task 3	Architectural Design – Plans, Elevations, & Sections (fixed fee)	\$3,300.00
Task 4	Project Administration & Coordination (fixed fee)	\$ 850.00
	Reproduction (estimate)	<u>\$ 250.00</u>
	Total	\$9,100.00

## 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 .....	\$ 85.00
Technical .....	\$ 65.00
Drafting / CADD .....	\$ 50.00
Secretarial.....	\$ 40.00
Outside Consultants.....	\$ Cost plus 10%

## PAYMENT

A retainer of 1,820.00 is required to initiate work on the project and will be applied to the invoicing schedule. 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**

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 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 event that the design, as approved by Mr. Young, 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.

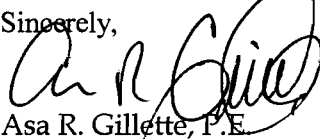
**INDEMNIFICATION**

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 to us as authorization to proceed.

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

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY FIRE & RESCUE**

Accepted by:   
Title: County Coordinator  
Date: 2/27/09