

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1533

CONTRACTOR INFORMATION

Name: Northeast Florida Regional Council (NEFRC)

Address: 6850 Belfort Oaks Place, Jacksonville Florida 32216
City State Zip

Contractor's Administrator Name: Brian D. Teeple Title: Chief Executive Officer

Tel#: 904-279-0880 Fax#: 904-279-0881 Email: bteeple@nefrc.org

CONTRACT INFORMATION

Contract Name: Professional Services for Preparation of a Transportation Element Contract Value: \$34,380.00

Brief Description: Preparation of data and analysis and goals, objectives and policies for a complete Transportation Element as further described in the Scope of Services, attached hereto as Attachment A. The County shall pay NEFRC a not to exceed amount as specified in the Compensation for Professional Consulting Services, Attachment B.

Contract Dates : 240 days from execution date Status: New Renew Amend# WA/Task Order

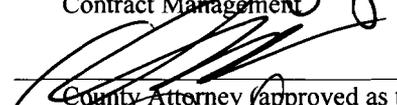
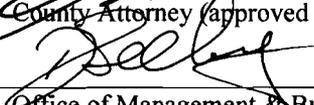
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services

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. |  | <u>12/4/2009</u> | <u>04247515 - 531025</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. |  | <u>12/7/09</u> | |
| | Contract Management | Date | |
| 3. |  | <u>12/14/09</u> | |
| | County Attorney (approved as to form only) | Date | |
| 4. |  | <u>12/15/09</u> | <u>funds avail. in 09/10 budget</u> |
| | Office of Management & Budget | Date | |

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

 12/15/09
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
 09 DEC 15 PM 12:47 2009 DEC - 7 AM 10: 31

**CONTRACT FOR PROFESSIONAL SERVICES FOR PREPARATION OF A
TRANSPORTATION ELEMENT**

**PART A
SCOPE OF SERVICES**

The Northeast Florida Regional Council (CONSULTANT) will provide the professional and technical services required under this agreement in a manner consistent with the degree of care and skill ordinarily exercised by members of the same discipline currently practicing in and under similar circumstances as described as follows to Nassau County (COUNTY).

**ARTICLE I
SCOPE OF SERVICES**

The project shall consist of the preparation of data and analysis and goals, objectives and policies for a complete Transportation Element. The current Comprehensive Plan has a Traffic Circulation Element. The completion of the Element will occur in two phases. The first phase will consist of the preparation of amendments to the Element based upon the 2009 Evaluation and Appraisal Report (EAR). The second phase will consist of further amending the Element based upon COUNTY review and corrections. The CONSULTANT agrees to perform its services competently and with a high degree of expertise and professionalism.

The following scope of services details the steps by which the CONSULTANT will assist the COUNTY in its development and transmittal of the Element update. This scope is based on the requirements specified in Chapter 163, Florida Statutes, Rule Chapter 9J-5, Florida Administrative Code (F.A.C.), and Rule Chapter 9J-11, Florida Administrative Code (F.A.C.). The following items will be addressed as Goals, Objectives and Polices in the Transportation Element to further enhance the existing COUNTY Transportation Element.

- *Compiling existing traffic volumes on major street system*
 - *The existing conditions analysis effort will rely heavily on the use of data available from the COUNTY, the North Florida TPO and FDOT. Any supplemental efforts or field review and traffic count programs if necessary, will be the responsibility of the COUNTY. The existing conditions analysis will establish a baseline for the projection of future conditions.*
- *Analyzing and applying existing regional traffic models data. A map of Traffic Analysis Zones (TAZ) and the most current available socio-economic data will be included in the data and analysis.*
- *Defining the existing system in tabular and graphic form by functional classification. The existing conditions analysis will also identify the Strategic*

Intermodal System (SIS) including the Port of Fernandina and existing freight rail lines

- *Backlogged and Constrained facilities. The COUNTY will provide CONSULTANT with a list and map of designated Canopy Roadways for inclusion.*
- *Existing levels of service based upon the Transportation Analysis Spreadsheet maintained by Nassau County.*
- *Safety considerations and high accident incident locations based on information obtained from State and local law enforcement agencies.*
- *Bicycle and Pedestrian ways*
- *Information on available infrastructure and planned facilities for pedestrians and bicyclists will be developed in collaboration with the COUNTY. Coordination with State, regional and local transportation agencies*
- *A future needs analysis based upon existing, committed and projected travel demands, adopted levels of service and the adopted work programs of agencies having responsibility. This will include tabular and graphic presentation of future traffic circulation needs.*
- *Goals, objectives and policies based upon the future needs analysis and the requirements of Rule 9J-5.019, F.A.C. with particular reference to :*
 - *Maintaining adopted levels of service.*
 - *Implementation of alternative transportation corridors.*
 - *Strategies to reduce vehicle miles traveled.*
 - *Transportation demand and access management strategies.*
 - *Protection of existing and future right-of-way corridors and expanded intersection geometry.*
- *Land use and transportation*
 - *Goals, objectives and policies will be added to enhance the land development process to support the transportation system. Such policies may include assessing bicycle, pedestrian and site design. This effort will be completed in close discussion with the COUNTY.*
- *Transportation Disadvantaged Services*
 - *Include goals, objectives and policies in the Element.*
- *Transit/Public Transportation Service and coordination*
 - *THE CONSULTANT shall coordinate with the COUNTY to learn any ongoing planning processes. The effort will focus on understanding the gaps in the systems, correlating projected future travel conditions, evaluating on going agency transit efforts within the region and providing information to the COUNTY on tools to write and strengthen new goals, objectives and policies.*
- *Defining and mapping proposed changes in the local and regional system*
- *Final Road Classification/Traffic Circulation Plan map*
- *The CONSULTANT will evaluate the opportunities and constraints with respect to limiting and improving unpaved roadways.*

Phase 1 – Draft Document

Element will be amended as part of Nassau County's EAR-based amendment series. Data and analysis will be updated as required by state's land planning agency. The Consultant shall provide to the COUNTY a preliminary draft for Staff and LPA comments **within 65 days from the execution date of this contract. A final draft for public hearing will be delivered within 90 days from the date of execution of this contract.**

Phase 2 – RESPONSE TO LEGISLATIVE CHANGES

In anticipation of possible major Legislative changes to the Chapter 163, F.S. CONSULTANT and COUNTY contemplate that significant revisions to the Final Draft Element may become necessary to comply with State Requirements that may amend transportation concurrency requirements and substitute a Mobility Fee. Upon receipt of a notice to proceed from COUNTY,

1. The CONSULTANT shall evaluate goals, objectives, and policies of the Element.
2. The CONSULTANT shall revise the Element as the results of anticipated changes in state requirements to a Mobility Fee in early 2010.

The Consultant shall provide to the COUNTY an updated Transportation Element within 45 days from the execution of new state requirements, but no later than 240 days from the execution date of this contract.

II. Administrative

The responsibility for meeting public notice requirements, including mailed notices, advertisements and signs as appropriate, for community workshops and public hearings related to this project shall lie with the COUNTY. The COUNTY shall be responsible for preparation, materials and mailing costs for mailed notices. The COUNTY shall also be responsible for scheduling all public meetings and reserving appropriate meeting venues.

The COUNTY shall make available, if requested, any TAZ data, land use information, population projections, Capital Improvement Plans, and other documents as needed and that are available for the CONSULTANT's use and reliance.

After the draft Element has been completed, submitted to and reviewed by COUNTY Staff, the CONSULTANT will revise the draft to address COUNTY Staff comments. The COUNTY will provide comments within seven (7) days of receiving the draft and the CONSULTANT will amend the document as necessary within fourteen (14) days of receiving comments from the COUNTY.

II. Submittal of Transportation Element

The CONSULTANT will prepare any revisions to the elements that may result from said hearing(s), and provide the revised elements in a form presentable and applicable for transmittal to the Florida Department of Community Affairs (FDCA), and appropriate agencies as specified in subsection 9J-11.009(6), Florida Administrative Code.

ARTICLE II **DELIVERABLES**

Phase 1 – Final DRAFT COPY

Three (3) professional quality hard copies and one (1) digital copy of the finalized EAR based amendment Transportation Element including the updated data and analysis in Microsoft Word for Windows format. Updated map series and other data will be provided to the COUNTY in the appropriate format, subject to approval by the COUNTY. The COUNTY shall provide to the Consultant access to all information necessary for completion of the Element, including, as applicable, financial information, interlocal agreements, contracts for service, EAR documents, previously drafted EAR based amendments, etc.

Phase 2- Response to Legislative Changes

Three (3) professional quality hard copies each and one (1) digital copy each on CD-ROM of the finalized Element in Microsoft Word for Windows format. If applicable, tables, maps and images will be incorporated into the Word document, but shall also be provided to the COUNTY in their original format (e.g., GIS shape file, Excel spreadsheet, etc). The CONSULTANT will be responsible for obtaining any information necessary to update and complete the Comprehensive Plan that has not already been assembled by, or provided to the COUNTY. The COUNTY shall provide to the CONSULTANT access to all information necessary for completion of the Element, including, as applicable, financial information, interlocal agreements, contracts for service, etc.

The CONSULTANT will complete any amendments to the document as directed by the Board of COUNTY Commissioners at the transmittal hearing within seven (7) days of the hearing. The CONSULTANT will assist the COUNTY with communication and correspondence with the FDCA and reviewing agencies through the transmittal process as applicable.

ARTICLE III **RECORDS**

The COUNCIL shall maintain all books, documents, paper, accounting records and other evidence pertaining to costs incurred under this Contract and shall make such materials available at all reasonable times during this Contract, and for three (3) years from the date this Contract is terminated for inspection and/or audit by the COUNTY.

ARTICLE V
CONTROLLING LAW

The laws of the State of Florida govern this Contract.

ARTICLE VII
SIGNATURES AND DATE

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.



Brian D. Teeple, Chief Executive Officer
Northeast Florida Regional Council

12/3/09
Date



12/15/09
Date

Nassau County

PART B

COMPENSATION FOR PROFESSIONAL CONSULTING SERVICES

The COUNTY shall pay to the CONSULTANT for professional consulting services satisfactorily performed for the lump sum amount indicated below.

ARTICLE 1 - PAYMENTS TO CONSULTANT

- A. The COUNTY shall pay to the CONSULTANT for services satisfactorily performed in the amount indicated in Part 'B'. The CONSULTANT will bill the COUNTY until the final deliverable is accepted by the COUNTY as complete and final, at which time the remaining balance of the contract will be billed to the COUNTY.
- B. The invoice received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the initiating COUNTY department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the current purchase order number and specify the work performed. Payments must be made within forty five (45) days.
- C. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges not properly included on this final invoice shall be waived by the CONSULTANT.

CONSULTANT acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

ARTICLE 2 - TERMINATION

This Agreement may be terminated by the CONSULTANT on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONSULTANT. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of

the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

TOTAL LUMP SUM CONTRACT PRICE: \$29,223.00

RESPONSE TO LEGISLATIVE CHANGES PRICE: \$5,157.00



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377 Fax: 904-321-2658

Charlotte J. Young, CPPB
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Dawn Krass
Contract Specialist
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Chrissy McDaniel
Office Specialist
cmcdaniel@nassaucountyfl.com

December 16, 2009

Brian D. Teeple, Chief Executive Officer
Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, Florida 32216

Re: Notice to Proceed
Professional Services for Preparation of a Transportation Element
Contract No. CM1533

Dear Mr. Teeple,

Please find enclosed your original of the fully executed agreement as referenced above. This letter shall serve as the official Notice to Proceed for the services as described in Part A of the Scope of Services. The effective date of the Notice to Proceed is hereby established as December 16, 2009.

All work must be conducted in strict accordance with the contract specifications, terms and conditions.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Charlotte J. Young".

Charlotte J. Young, CPPB
Contract Manager

cc: Walter Fufidio, Growth Management
John A. Crawford, Ex-Officio Clerk