

CS-11-224

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM1866

CONTRACTOR INFORMATION

Name: Peters and Yaffee, Inc.

Address: 7604 Fullerton Street, Suite 351 Jacksonville Florida 32256
City State Zip

Contractor's Administrator Name: Russell Yaffee, P.E., PTOE Title: Vice President

Tel#: 904-265-0751 Fax: _____ Email: ryaffee@petersandyaffee.com

CONTRACT INFORMATION

Contract Name: Impact Fee Study for the Extension of Commerce Boulevard Contract Value: \$12,400.00

Brief Description: Peters and Yaffee, Inc. to provide professional services for the Nassau County Impact Fee Study for the extension of Commerce Boulevard. A Traffic Analysis is being requested by the County to support the use of Impact Fees for the proposed extension of Commerce Boulevard from Chester Road eastward to SR200.

Contract Dates : From: Notice of Proceed to Project Completion 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>[Signature]</u>
Department Head Signature | <u>5/17/12</u>
Date | <u>03420541-531000</u>
Funding Source/Acct # |
| 2. | <u>[Signature]</u>
Contract Management | <u>5/17/12</u>
Date | |
| 3. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>5/18/12</u>
Date | |
| 4. | <u>[Signature]</u>
Office of Management & Budget | <u>5-22-12</u>
Date | |

12 MAY 10 PM 2:38

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 5/22/12
 Ted Selby 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

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called the "CLIENT", and **PETERS AND YAFFEE, INC.**, a corporation chartered and existing under the laws of the State of Florida, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding engineering services for the Proposed Project: **Nassau County Impact Fee Study for the Extension of Commerce Boulevard**.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SCOPE OF SERVICES

The Scope of Services is enumerated in Exhibit A of the proposal.

ITEM B - CONSULTANT'S COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B of the proposal.

ITEM C - TERMS AND CONDITIONS OF AGREEMENT

The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on page 2 of 2 of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the 22nd day of May, 2012.

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

PETERS AND YAFFEE, INC.

By: 
Signature

By: 
Signature

Ted Selby
Print Name

Russell Yaffee, PE, PTOE
Print Name

Title: County Manager.

Title: Vice President

TERMS AND CONDITIONS OF AGREEMENT

1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within forty-five (45) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days.
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT'S SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **LIMITATION OF LIABILITY.** CONSULTANT'S liability to the CLIENT for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee paid to the CONSULTANT under this AGREEMENT.
9. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
10. **PROJECT PROGRESS.** CONSULTANT'S services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
11. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT'S responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
12. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT'S control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
14. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the work product, i.e. the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products and reuse as CONSULTANT may choose. CLIENT agrees to use the work product solely for the project covered by this Agreement. Should the CLIENT reuse any portion of the work product without the CONSULTANT'S written approval, the CLIENT shall assume full responsibility and liability for such use.
16. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. However, CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** In accepting or using electronic media files ("Files") provided by CONSULTANT, CLIENT agrees that all such Files are instruments of professional service and CONSULTANT shall remain the Owner of Files. Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) provided by the CONSULTANT. Any conclusion or information obtained or derived from such Files will be at the user's sole risk. In the event of a conflict between the hard copies prepared by the CONSULTANT and the Files, the hard copies shall govern. The CLIENT agrees not to reuse these Files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees not to transfer these Files to others without the prior written consent of the CONSULTANT and further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized alterations, modifications and/or additions to the Files as well as reuse of the Files for any other project.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT'S services absent CONSULTANT'S express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT'S requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT'S representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT'S services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Florida.

Exhibit A

Nassau County Impact Fee Study for the Extension of Commerce Boulevard

Scope of Services

INTRODUCTION

We are pleased to provide this proposal for professional services for the referenced project. This proposal has been prepared based on our understanding that Nassau County is requesting a Traffic Analysis to support the use of Impact Fees for the proposed extension of Commerce Boulevard from Chester Road eastward to SR 200. This segment is one segment of the proposed Loop Road. The Loop Road, when totally complete, will traverse between Nassau Center Court and Gene Lassere Boulevard on both the north and south sides of SR 200. This proposal outlines the traffic engineering services required to perform the analysis. Our fee and schedule is based on our understanding as described in more detail as follows:

Two criteria have to be met in order to use County Impact Fees for the construction of roads. The improvement has to increase the capacity of the roadway/intersection and the traffic volumes on the roadway have to be increasing. As such, a traffic analysis, as outlined below, will be conducted to determine if impact fees can be used for the construction of the Commerce Boulevard extension.

TRAFFIC ANALYSIS SERVICES

A. Data Collection

Peters and Yaffee will collect existing AM and PM Peak Period counts for use on this project. It is anticipated that AM and PM Peak Period traffic count will be collected at the following intersections:

1. SR 200 at Chester Road
2. SR 200 at Nassau Center Court
3. SR 200 at Nassau Place
4. Chester Road at Shoppes of Amelia Concourse Drive
5. SR 200 at Gene Lassere Boulevard
6. SR 200 at License Road at Courtney Isles Way

B. 2012 Traffic with Commerce Boulevard

Based on the existing traffic flow pattern, a new traffic flow pattern will be developed with Commerce Boulevard in place. Traffic associated with both the Villages of Amelia Shopping Center and Lassere Industrial Park will then be added to the modified roadway network.

C. 2020 Design Traffic

Using an appropriate growth rate, 2020 design traffic will be developed.

D. Intersection Analysis and Capacity

The Chester Road/Commerce Boulevard and SR 200/Commerce Boulevard intersections will be analyzed to determine the appropriate lane geometry. Existing and proposed turn lanes will be analyzed to ensure proper storage lengths are

provided. The capacity of the Commerce Boulevard and the Chester Road/Commerce Boulevard and SR 200/Commerce Boulevard intersections will be calculated using the both the existing and recommended lane configurations.

E. Roadway Analysis

Based on the design traffic, the appropriate cross-section of Commerce Boulevard will be identified.

F. Roadway and Intersection Improvements

A conceptual plan will be provided depicting the recommended roadway and intersections improvements.

G. Impact Of Loop Road On SR 200

The number of AM and PM peak hour trips that will be diverted from SR 200 due to the construction of entire Loop Road will be estimated. As such, Loop Road is anticipated to provide additional capacity to SR 200.

H. Consumption of Capacity by Traffic Growth

Using Nassau County traffic data, the number of vehicle traveling on Chester Road, SR 200 and Commerce Boulevard will be obtained to determine if traffic is growing on these roads.

I. Cost Estimate

A preliminary cost estimate will be provided for constructing the roadway and intersection improvements.

J. Report

A report will be prepared detailing the results of the analysis and submitted to Nassau County for review and approval.

K. Meeting

Peters and Yaffee will attend two meetings with the Client to discuss this project.

MISCELLANEOUS SERVICES

A. Meetings and Project Coordination

Peters and Yaffee will attend up to two (2) meetings with the Client, other consultants, legal counsel, governmental agencies and others as requested by the Client or as necessary for the timely processing of plan submittals and permit applications. Any additional meetings as requested by the Client will be billed on an hourly time charge basis.

B. Additional Services

Additional services include any "Additional Services" described above and any other service requested by the Client that is not described in the Scope of Services.

Exhibit B

Nassau County Impact Fee Study for the Extension of Commerce Boulevard

Compensation

For the services described in Exhibit A, the CLIENT agrees to pay and the CONSULTANT agrees to accept the lump sum amounts delineated as:

Impact Fee Study	\$ 12,400.00
Miscellaneous Services	Time Charge

which sum constitutes compensation for all of the CONSULTANT's salary costs, general and administrative overhead, direct project expenses and profit. The CLIENT agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed through the billing period as certified by the CONSULTANT.

Services requested by the CLIENT beyond those described in Exhibit A will be considered to be additional services, for which the CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades, currently, as shown below. In such cases, direct project expenses are also reimbursable at cost.

January 2012 thru December 2012

RATE SCHEDULE

Labor Grade	Hourly Billing Rate
Senior Traffic Engineer	\$ 166.00
Traffic Engineer	\$ 120.00
Transportation Designer	\$ 89.50



Nassau County Public Works
96161 Nassau Place
Yulee, FL 32097

J. Scott Herring, P.E.
Public Works Director

12 MAY -9 8:10:59
J. Scott Herring

MEMORANDUM

Date : May 8, 2012
To : Ted Selby
County Manager
From : J. Scott Herring, P. E. *JSH*
Public Works Director
Subject : Transportation Impact Fee Usage Study for Commerce Blvd Extension

In accordance with the action taken at the April 30, 2012 Commission meeting, attached for your review and approval are the following documents:

1. Proposal from Peters & Yaffee to perform the Impact Fee Usage study in the amount of \$12,400.
2. Budget Transfer Request to provide for sufficient funding in Account #03420541-531000 Professional Services.
3. Requisition for Purchase Order for the study.

Please let me know if you have any questions or need additional information.

Thanks!

Attachments



May 17, 2012

Mr. J. Scott Herring, P.E.
Public Works Director
Nassau County Board of County Commissioners
96161 Nassau Place
Yulee, FL 32097

via email: sherring@nassaucountyfl.com

RE: Proposal for Nassau County Impact Fee Study the Extension of Commerce Boulevard
Peters and Yaffee Proposal # P12-011 (*revised*)

Scott,

Peters and Yaffee, Inc. appreciates this opportunity to propose our services in connection with this important project. Enclosed, please find a copy of our Scope of Services, Compensation and Agreement for Professional Services for your review. If the proposal is acceptable to you, please execute and return to Peters and Yaffee as our notice to proceed with the included services.

Should you have any questions concerning the information provided, please do not hesitate to contact us.

Sincerely,

Russell Yaffee, PE, PTOE
Vice President

Peters and Yaffee, Inc.
7406 Fullerton Street, Suite 351
Jacksonville, FL 32256
904.265.0751 (Phone)
904.735.6477 (Cell)