

SUPPLEMENTAL AGREEMENT APPROVAL FORM

PROJECT: Blackrock Road

CHANGE ORDER NUMBER: 04

(from SR A1A to Heron Isles Parkway)

DATE: 4-23-2013

CONTRACT NUMBER: CM1745

TO CONTRACTOR: Peters & Yaffee, Inc.

Reason for Change Order: Additional services from Bechtol Engineering and Testing, Inc. (BET) that are needed to obtain coring samples for the final pavement design for the Blackrock Road Project prior to bid.

Original Contract Sum.....	\$	<u>417,681.22</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>94,327.40</u>
Contract Sum Prior to This Change Order.....	\$	<u>512,008.62</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>5,800.00</u>
New Contract Sum Including this Change Order.....	\$	<u>517,808.62</u>

RECEIVED
COUNTY MANAGER'S
OFFICE
13 MAY - 1 PM 3: 21

APPROVED BY: [Signature]
Project Manager (Department Head)

DATE: 4/26/13

APPROVED BY: [Signature]
Contract Manager

DATE: 5-1-13

APPROVED BY: [Signature]
Director of Office of Management & Budget

DATE: 5-2-13

APPROVED BY: [Signature]
County Manager

DATE: 5/7/13

ACCOUNT NO.: 63470541-563365-BRR50

*2/5/13 - budget transfer to be prepared.
2/5/13³¹ prepared & approved*

RECEIVED
CONTRACT MANAGEMENT
2013 APR 29 PM 2: 17



LETTER OF TRANSMITTAL

TO: Charlotte Young
 Nassau County Contract Management
 96135 Nassau Place, Suite 6
 Yulee, FL 32097

PROJECT: Blackrock Road
PROJECT #: 11-002
DATE: 4-23-2012

WE ARE SENDING YOU:

- By Mail
- Attached
- By Fax
- Under Separate Cover
- For Pickup
- By Courier

THE FOLLOWING ITEMS:

- Change Order(s)
- Drawings
- Manufacturer's Data
- Specifications
- Contract(s)
- Plans/Specifications
- Request For Proposal
- Certificate of Substantial Completion
- Copy of Letter
- Samples
- Sketch
- Other

Copies	Description
1	Signed Scope of Services for Blackrock Road SA 4 (Contract No. CM1745)

THESE ARE TRANSMITTED:

- For Approval
- For Your Use
- As Requested
- For Review & Comment
- Reviewed
- Reviewed With Notes
- Returned for Corrections
- Resubmit
- Submit
- Return
- Other
- Copies for Review
- Copies for Distribution
- Corrected Prints

Remarks:

Dow W. Peters III

Signed: Dow W. Peters III, P.E.

Copies: file

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 CONTRACT MANAGEMENT
 2013 APR 25 PM 1:38

SCOPE OF SERVICES
ENGINEERING SERVICES
FOR
BLACKROCK ROAD SUPPLEMENTAL AGREEMENT 4
Nassau County Contract No. CM1745
Blackrock Road Design Services

April 23, 2013

SCOPE OF SERVICES

As a supplement to the Consultant's Blackrock Road Design Services Contract, the Consultant's original lump sum fee is increased by \$5,800.00 (Scope of Work Item 1 only) to account for additional services from Bechtol Engineering and Testing, Inc. (BET) that are needed to obtain coring samples for the final pavement design for the Blackrock Road Project (See Attached Agreement) prior to bid.

There shall be no change to the Consultant's Scope of Services as a result of this supplemental agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,
Board of County Commissioner or
Designee**



Date: 5/7/13

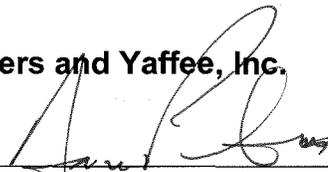
ATTEST:



(Corporate Secretary)

Russell Yaffee, PE
Type/Print Name of Corporate Secy.

Peters and Yaffee, Inc.



Signature of President/Owner

Dow W. Peters III, PE
Type/Print Name of President/Owner

Date: April 23, 2013

AGREEMENT

This AGREEMENT entered into this 8th day of April, 2013, by and between Bechtol Engineering and Testing, Inc. (BET) and Peters & Yaffee, Inc. (Hereinafter referred to as Client).

BET Project No.	13086.01cmt
Project Name	Blackrock Road (CR 107)
Project Location	Nassau County, FL
Scope of Work	1.) Coring/Sampling/Patching and traffic control to obtain samples for pavement design. \$5,800.00 2.) Specification Editing/Review (to ensure we have all the QA/Testing requirements needed for the pavement design). \$ 300.00 3.) Reclaimed base pavement design \$ 3,500.00
Compensation	
Special Conditions	Sample locations to be patched with RAP base and minimum 2" of asphaltic concrete cold patch.

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Bechtol Engineering and Testing, Inc. (hereinafter referred to as "BET") shall include said company, or its particular division, subsidiary or affiliate performing work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by BET as set forth in BET's proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. " Client" refers to the person or business entity ordering the work to be done by BET. If the client is ordering the work on behalf of another, the Client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Further, Client shall disclose any such agency relationship to BET in writing before the commencement of BET's work hereunder. Unless otherwise stated in writing, the client assumes sole responsibility for reasonably determining whether the quantity and the nature of the work ordered by the Client is reasonably adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of BET's work. BET's work is for the exclusive use of Client, and its properly disclosed principal. In no event shall BET have any duty or obligation to any third party. The ordering of work from BET shall constitute acceptance of the terms of BET's proposal and these General Conditions.
2. **TEST AND INSPECTIONS:** Client shall cause all test and inspections of the site, materials and work performed by BET or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and BET's recommendations. BET shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless BET's recommendations have been followed by Client. In the event that all such tests and inspections are not so performed or BET's recommendations are not followed, Client agrees to indemnify, defend and hold BET, its officers, employees, and agents harmless from any claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such tests and inspections or to follow BET's recommendations except to the extent that such failure is the result of the negligence, willful or wanton act or omission of BET, its officers, agents or employees.
3. **SCHEDULING OF WORK:** If BET is required to delay commencement of the work, or if, upon embarking upon its work, BET is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of BET, additional charges will be applicable and payable by Client.
4. **ACCESS TO SITE:** Client will arrange and provide such access to the site as necessary for BET to perform the work. BET shall take reasonable measures and precautions to minimize damage to the site and any improvements located

thereon as the result of its work or the use of its equipment. BET will perform such additional work as necessary to repair damage to the site caused by its work or the use of its equipment. Sample locations will be patched with compacted RAP base and 2" of compacted asphaltic concrete cold patch.

5. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** Unless otherwise agreed to in writing, BET is not responsible for locating subsurface or latent conditions. Client agrees to indemnify and hold harmless from all claims, suits, losses, costs, and expenses, including reasonable attorney's fees for any personal injury, death or property damage arising out of or related to subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits unless the actual or potential presence and location thereof was not revealed in writing to BET by Client.
6. **RESPONSIBILITY:** BET's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. BET shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. BET's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.
7. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens will be disposed of immediately upon completion of the test and all drilling samples or specimens will be disposed of at our discretion after a period of seven (7) days after submission of BET's soils report.
8. **PAYMENT:** (VISA, MASTERCARD, CASH OR CHECK accepted). Client shall be invoiced at completion of work or once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay BET's cost of collection of all amounts which remain due and unpaid after sixty (60) days, including costs and reasonable attorney's fees. Failure to make payment within thirty (30) days of invoice shall allow BET to suspend all work hereunder without notice until payment is made. In addition, failure to make payment within thirty (30) days of invoice shall constitute a release of BET from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time.
9. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, BET shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place BET's files in order and/or protect its professional reputation and/or errors and omissions claims. Upon termination of this agreement, BET shall have no further liability to Client for any work to be performed under this agreement.
10. **WARRANTY:** BET's services will be performed. It's findings obtained and it's reports prepared in accordance with it's proposal, Clients acceptance thereof, these General Conditions, and with generally accepted principles and practices in the industry. In performing its professional services, BET will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warrant is in lieu of all other warranties or representations, either expressed or implied. Statements made in BET's reports are opinions based upon its engineering judgement and are not to be construed as representations of fact.
In the event of any breach of this agreement by BET, or should BET, or any of its professional employees be found to have been negligent in the performing of professional services or work or to have made and breached any expressed or implied warranty, presentation or contract, then client, all parties claiming through Client and all parties claiming to have relied upon BET's services or work agree that the maximum aggregate amount of the liability of BET, its officers, employees and agents shall be limited to \$5,000.00 or the total amount of the fee paid to BET for its work performed with respect to the project whichever amount is greater. Notwithstanding any statements contained herein to the contrary, in no event shall BET be liable for any consequential or incidental damages (including, without limitation, any claim for delay, loss of efficiency, impact, loss of production or anticipated profits) or liability incurred by Client with respect to any services furnished or to be furnished hereunder by BET. Client expressly acknowledges that it has received consideration for this agreement to limit liability in the form of a lower contract price.
Client may, upon written request received within five days of Clients acceptance hereof, increase the limit of BET's liability agreeing to pay BET an additional sum as agreed in writing prior to the commencement of BET's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.
11. **INDEMNITY:** Subject to the foregoing damage limitations, BET agrees to indemnify and hold Client harmless from and against any and all claims, suits, cost and expenses, including reasonable attorney's fees and court cost arising solely out of BET's negligence. Client agrees to indemnify and hold harmless BET from and against any and all claims suits, costs and expenses including reasonable attorneys fees and court costs arising out of Client's negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against BET, the party initiating such action shall pay to BET the costs and expenses incurred by BET to investigate, answer and defend it, including reasonable attorney's and witness fees and court cost to the extent that BET shall prevail in such suit.
12. **ARBITRATION:** Anything contained in any other contract document notwithstanding, BET shall not be bound by a provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of BET's work or these general conditions, (b) wherein BET waives its right to a mechanic's lien, or (c) conditioning BET's right to payment upon payment by a third party.
13. **PROVISIONS SEVERABLE:** In the event any of the provisions of these general conditions should be found unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
14. **VENUE AND APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the

laws of the State of Florida. Except with respect for the filing and/or determination of any mechanic liens, in the event of any other legal or equitable action arising under this agreement, the venue of such action shall lie exclusively within either the state courts of Florida located in Volusia County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division, and the parties hereto do specifically waive any other jurisdiction and venue.

15. **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:** BET and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. BET and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for BET to take immediate measures to protect health and safety. Client agrees to compensate BET for any time spent and expense incurred by BET to protect employees and the public's health and safety. BET agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against BET and agrees to defend, indemnify and save BET harmless from any claim or liability for injury or loss arising from BET's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate BET for any time spent and expense incurred by BET in defense of any such claim, with such compensation to be based upon BET's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Instructions & Authorization for Payment

For Payment of Services, invoice to:

(13086)mkb

Firm Name	Peters and Yaffee, Inc.	Attn.	Dow Peters
Address	10199 Southside Blvd., Suite 110, Jacksonville, FL 32256		
Phone No.	904-265-0751	Cell: 904-735-6486	Fax No.

Signer hereby accepts all general terms and conditions set forth in this AGREEMENT including the General Conditions set forth preceding, and warrants their full authority to bind CLIENT.

Client /Authorized Agent:
(Strike out word that does not pertain)

Bechtol Engineering and Testing, Inc.

By: _____

By: _____

Randal W. Stormant, Jr.

Title: _____

Title: Materials Testing Manager

Date: ____ / ____ / ____

Date: ____ / ____ / ____

Witness: _____



Budget Transfer Request

Requesting Dept: Engineering Services Fund: 363 Transfer # _____

Requested By: J. Scott Herring, P.E. *JSH* Date: 5/2/2013

Purpose: To pay change order #4 to Peters & Yaffee for additional services from Bechtol Engineering and Testing that are needed to obtain coring samples for the final pavement design for th Blackrock Road project prior to bid. This is in association with CM1745.

Acct. Number	Acct. Description	Amount	Available Balance	Fin. Serv. Use Only
Transfer:				
From: <u>63470541-563410 BRR50</u>	<u>Blackrock Road Construction</u>	<u>\$5,800.00</u>	<u>317,963.00</u>	
To: <u>63470541-563365 BRR50</u>	<u>Blackrock Road Engineering</u>	<u>\$5,800.00</u>	<u>\$1.56</u>	
To: _____	_____	_____	_____	
To: _____	_____	_____	_____	
To: _____	_____	_____	_____	
To: _____	_____	_____	_____	
From: _____	_____	_____	_____	
To: _____	_____	_____	_____	
From: _____	_____	_____	_____	
To: _____	_____	_____	_____	
From: _____	_____	_____	_____	
To: _____	_____	_____	_____	
From: _____	_____	_____	_____	
To: _____	_____	_____	_____	

JSH

5-16-13
[Signature]
05/16/13

13 MAY - 3 PM 12:59

RECEIVED
COUNTY MANAGERS
OFFICE

Approved By: BOCC: _____ Clerk of Courts: _____
Date: _____ Date: _____

Financial Services Use Only
Action Completed: _____
Signature/Date: _____

05/02/2013 13:34
6235clew

BOARD OF COMMISSIONERS
NASSAU COUNTY, FL BCC

PG 2
glytbud

FOR 2013 99

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63470541 563365 BRR50 ENGINEERING &	48,987	2,962	51,949	25,608.50	26,338.94	1.56	100.0%
63470541 563410 BRR50 ROAD CONSTRUC	1,793,023	-1,475,060	317,963	.00	.00	317,963.00	.0%
63470541 563440 BRR50 SIDEWALK AND	79,360	-79,360	0	.00	.00	.00	.0%
TOTAL TRANSPORTION PROJECTS	2,205,825	-1,835,825	370,000	25,696.40	26,338.94	317,964.66	14.1%
63470599 TRANSP PROJECTS-RESERVES							
63470599 599900 BRR50 CASH TO BE CA	0	1,827,428	1,827,428	.00	.00	1,827,428.00	.0%
TOTAL TRANSP PROJECTS-RESERVES	0	1,827,428	1,827,428	.00	.00	1,827,428.00	.0%
TOTAL CAP PROJECTS-TRANSP	2,215,825	-8,397	2,207,428	25,696.40	26,338.94	2,155,392.66	2.4%
TOTAL EXPENSES	2,215,825	-8,397	2,207,428	25,696.40	26,338.94	2,155,392.66	
GRAND TOTAL	2,225,825	1,023,510	3,249,335	35,696.40	26,338.94	3,187,299.66	1.9%

** END OF REPORT - Generated by Cathy Lewis **

Shelley

BT needed for c/o #4 +\$5,800

2/5/13

FOR 2013 99

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>104 MUNICIPAL SERVICE FUND</u>							
<u>04730581 DEVELOPER AGREEMENT-TRANSP</u>							
04730581 591630 BRR50 TRANSFER OUT-	10,000	0	10,000	10,000.00	.00	.00	100.0%
TOTAL DEVELOPER AGREEMENT-TRANSP	10,000	0	10,000	10,000.00	.00	.00	100.0%
TOTAL MUNICIPAL SERVICE FUND	10,000	0	10,000	10,000.00	.00	.00	100.0%
TOTAL EXPENSES	10,000	0	10,000	10,000.00	.00	.00	
<u>141 NC IMPACT FEE ORD FUND</u>							
<u>41153599 PLANNING DISTRICT 503</u>							
41153599 599900 BRR50 CASH TO BE CA	0	1,031,907	1,031,907	.00	.00	1,031,907.00	.0%
TOTAL PLANNING DISTRICT 503	0	1,031,907	1,031,907	.00	.00	1,031,907.00	.0%
TOTAL NC IMPACT FEE ORD FUND	0	1,031,907	1,031,907	.00	.00	1,031,907.00	.0%
TOTAL EXPENSES	0	1,031,907	1,031,907	.00	.00	1,031,907.00	
<u>363 CAP PROJECTS-TRANSP</u>							
<u>63331541 DEVELOPERS AGREEMENT</u>							
63331541 563440 BRR50 SIDEWALK AND	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL DEVELOPERS AGREEMENT	10,000	0	10,000	.00	.00	10,000.00	.0%
<u>63470541 TRANSPORTION PROJECTS</u>							
63470541 563100 BRR50 ROAD CONSTRUC	284,455	-284,367	88	87.90	.00	.10	99.9%