

CS-17-112

**WORK AUTHORIZATION # CM2287-WA03
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
RFQ/BID NO. NC14-026**

Consultant:	Peters & Yaffee, Inc.
Contract Number:	CM2287
Contact Name:	Dow W. Peters III, P.E.
Contact Number:	904-265-0751
Email:	dpeters@petersandyaffee.com

CURRENT WORK AUTHORIZATION			
Project Short Title: General Engineering Consulting Services			
		CONTRACT OVERVIEW	
Date Submitted	10/31/17	Total of Previous Authorizations	\$96,512.50
Amount	\$17,364.70	Change Orders/Adjustments	\$0
Scheduled Completion	December 31, 2017	This Work Authorization	\$17,364.70
		Current Contract Total	\$113,877.20

This Work Authorization is to the AGREEMENT between Nassau County and the Consultant known as the Continuing Contract for Professional Engineering Services for Nassau County, Florida, dated May 9, 2016. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Peters and Yaffee, Inc. shall provide a safety study for improvements to curves on River Road from CR121 to US 1 for Nassau County projects, pursuant to the scope of services dated October 18, 2017, attached hereto as Exhibit "A".

ARTICLE 2. Time Schedule

Peters and Yaffee, Inc. will provide all services included within the scope of services by December 31, 2017. Task completion for individual requests under this work authorization will be determined on a case by cases basis.

ARTICLE 3. Budget

Peters and Yaffee, Inc. will perform the scope of services outlined herein for a lump sum fee of \$17,364.70 additional performed services will be paid on an hourly rate basis per contract, attached hereto as Exhibit "B".

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

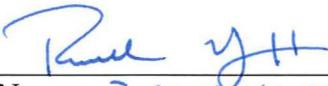
17100-5 PH 3:20

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:

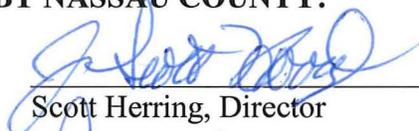
Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed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

AGREED TO BY:

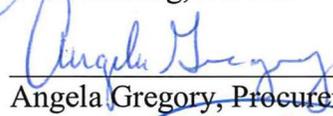
BY: 
Print Name: RUSSEL YAFFEE
Title: VICE PRESIDENT
Date: 11/8/17

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Public Works Director:

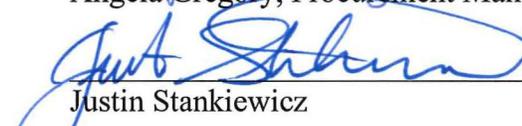

Scott Herring, Director

Contract Management:


Angela Gregory, Procurement Manager

Office of Management and Budget:

cel 11.28.17


Justin Stankiewicz

County Manager:


Sharëia Jones

APPROVED by the County Manager, Designee for Nassau County Board of County Commissioners, the 12 day of December, 2017.

Account number: 03420541-531000



October 18, 2017

Ms. Josephine Craver
Engineer II
Nassau County Public Works
Engineering Services
96161 Nassau Place
Yulee, FL 32097

via email: jcraver@nassaucountyfl.com

RE: Safety Study Proposal for Improvements to Curves on River Road from CR 121 to US 1

Ms. Craver,

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,

A handwritten signature in black ink, appearing to read 'Russell Yaffee', with a stylized flourish at the end.

Russell Yaffee, PE, PTOE
Vice President

Peters and Yaffee, Inc.
9822 Tapestry Park Circle, Suite 205
Jacksonville, FL 32246
904.265.0751 (Phone)
904.735.6477 (Cell)

Exhibit A Scope of Services

Safety Study for Improvements to Curves on River Road from CR 121 to US 1

INTRODUCTION

We are pleased to provide this proposal for professional services for the referenced project. It is our understanding that Nassau County is requesting a safety study with crash data analysis, recommendations and cost benefit analysis to evaluate the curves and approaches on River Road from CR 121 to US 1. These improvements will at a minimum investigate markings, signage, audible edge and other motorists, pedestrian and bicycle safety improvements. This study will be part of a grant application package for the 2018/2019 FDOT Off-System Highway Safety Improvement Program (HSIP). This proposal outlines the services required to perform the study. Our fee and schedule is based on our understanding as described in more detail as follows:

Traffic Study

A. Existing Conditions

Peters and Yaffee (PY) will perform a detailed field review to determine the existing field conditions along the corridor, such as geometry, right-of way, typical cross sections, signing and pavement markings, medians, turn lanes, operational characteristics, access classification and historical traffic count data. We will also review any planned roadway or intersection improvements that are anticipated along the corridor.

B. Collision Analysis

PY will perform a collision analysis utilizing Signal Four Analytics for the four year period from January 1, 2011 to December 31, 2015. Collision diagrams will be prepared and a collision analysis will be performed and summarized.

C. Qualitative Assessment

PY will perform a qualitative assessment to investigate the corridor during both peak and non-peak periods to identify any geometric, traffic safety, traffic operations and traffic control conditions that may provide input into the determination of our recommended concepts.

D. Concept Plan

Concept plans will be developed based on input from County staff, field observations, collision data, qualitative assessments and applicable FDOT design criteria.

E. Cost Estimate

The FDOT Long Range Estimating (LRE) system along with recent historical cost data provided by the County will be used to develop a cost estimates for the concept plan.

F. Benefit/Cost Analysis and Net Present Value

Using industry standard Safety Benefit-Cost (B/C) and Net Present Value calculation methodology, PY will calculate B/C ratios & Net Present Values (NPVs) for the identified safety concept plan. The purpose of the analysis will be to determine eligibility of a proposed improvement to qualify for federal safety funding under the HSIP.

G. Recommendations

Recommendations will be provided for in a final report summarizing all of the data collection, analysis, concepts and cost estimates.

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

Safety Study for Improvements to Curves on River Road from CR 121 to US 1

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:

Safety Study	\$ 17,364.70
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.

RATE SCHEDULE

(Negotiated with Nassau County 02/26/16)

Classification	Loaded Billing Rate
Project Principal	\$ 214.29
Project Manager	\$ 182.89
Senior Engineer	\$ 182.89
Project Engineer	\$ 113.27
Engineering Intern	\$ 76.23
CADD Designer	\$ 69.91
Clerical	\$ 62.80

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY** 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: **SAFETY STUDY FOR IMPROVEMENTS TO CURVES ON RIVER ROAD FROM CR 121 TO US 1.**

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 5 of 5 of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the ___ day of _____, 20__.

NASSAU COUNTY

PETERS AND YAFFEE, INC.

By: _____
Signature

By:  _____
Signature

Print Name

Russell Yaffee, PE, PTOE

Print Name

Title: _____

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 thirty (30) 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.



ESTIMATE OF WORK EFFORT AND FEE
Nassau County Safety Study - River Road

No. / ACTIVITY	Principal		Project Manager / Senior Engineer		Project Engineer		Engineering Intern		CADD Designer		Clerical		Project Totals		
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Hours	Labor Costs	
		Rate = \$ 214.29		Rate = \$ 182.89		Rate = \$ 113.27		Rate = \$ 76.23		Rate = \$ 69.91		Rate = \$ 62.80			
MOBILITY FEE STUDY															
A	Existing Conditions	0	\$ -	2	\$ 365.78	4	\$ 453.08	8	\$ 609.84	0	\$ -	0	\$ -	14	\$ 1,428.70
B	Collision Analysis	0	\$ -	2	\$ 365.78	6	\$ 679.62	8	\$ 609.84	4	\$ 279.64	0	\$ -	20	\$ 1,934.88
C	Qualitative Assessment	2	\$ 428.58	4	\$ 731.56	8	\$ 906.16	8	\$ 609.84	0	\$ -	0	\$ -	22	\$ 2,676.14
D	Concept Plan	2	\$ 428.58	2	\$ 365.78	8	\$ 906.16	8	\$ 609.84	8	\$ 559.28	0	\$ -	28	\$ 2,869.64
E	Cost Estimate	1	\$ 214.29	2	\$ 365.78	4	\$ 453.08	2	\$ 152.46	0	\$ -	0	\$ -	9	\$ 1,185.61
F	Benefit/Cost Analysis and Net Present Value	1	\$ 214.29	2	\$ 365.78	4	\$ 453.08	0	\$ -	0	\$ -	0	\$ -	7	\$ 1,033.15
G	Reccomendations and Final Report	2	\$ 428.58	8	\$ 1,463.12	16	\$ 1,812.32	16	\$ 1,219.68	8	\$ 559.28	12	\$ 753.60	62	\$ 6,236.58
	TOTAL LABOR	8	\$1,714.32	22	\$ 4,023.58	50	\$ 5,663.50	50	\$ 3,811.50	20	\$ 1,398.20	12	\$ 753.60	162	\$ 17,364.70

TOTAL BURDENED LABOR \$ 17,364.70