

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CM1364
CS-08-260

This Agreement is made and entered into this 10th day of November 2008 by and between the Consultant, **KING ENGINEERING ASSOCIATES, INC.**, 6500 Bowden Road - Suite 290, Jacksonville, FL 32216 ("King") and **NASSAU COUNTY**, 96161 Nassau Place, Yulee, FL 32097 ("CLIENT") on the terms and conditions listed below.

Project No.: TBD Project Name: Radio Avenue Traffic Analysis

Record Owner of Property (if not CLIENT): _____

Legal Description of Project Site: _____

Description of Services to be Performed: See Attachment "A"

I. FEES:

The compensation to be paid King for providing the requested services is as follows: (1) X (2) _____ (3) _____

(1) A Lump Sum Charge See Attachment "B"

(2) Current Hourly Rates _____

(3) Not to exceed Time and Expenses charge of _____

Fees outlined in this Agreement are subject to change after **ONE YEAR** from the date of this proposal. Should the fees outlined in this Agreement become subject to a Service Tax, or other similar State, Federal or Local tax, those taxes will be included in future invoices and are to be paid by the Client. Credit for payment of any invoice will first be made against such taxes with the remainder being applied to the invoiced fees.

II. BILLING PROCEDURES & TERMS: Invoices are mailed once a month or sooner if King tasks are completed earlier. Client will notify King if the Project invoice address is different from Client's main office address. Invoices are due and payable within 45 days. Billing questions should be directed to King Project Manager and/or Credit Manager upon receipt of invoice. If unpaid invoices reach 60 days, King reserves the right to stop services until all overdue invoices are paid in full. Statements of outstanding invoices will be sent monthly.

III. RETAINER: Before services can begin, a retainer in the amount of \$ 00.00 must be received by King. This amount will be applied to the final invoice. If the amount of the retainer exceeds the amount of the final invoice, any excess will be returned to the CLIENT.

IV. PROVISIONS:

1. Basic Services

This Agreement provides for the performance of services referred to as "Basic Services". The requirements for performance of said services are limited to these services explicitly stated in the Agreement. Any services that are required which are not covered in this Agreement shall be considered "Additional Services" and shall qualify for additional compensation at King current hourly rates. Such "Additional Services" will be described and outlined with an Additional Services Addendum (ASA).

2. Authorization to Proceed

Execution of this Agreement by the CLIENT will be authorization for King to proceed with the services, unless otherwise provided for in this Agreement.

3. Cost Options

Any cost options or Project economic evaluations provided by King will be on the basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, King cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Any services required to modify specifications or plans originally produced under this Agreement to bring the construction cost within limitations established by the Client will be considered "Additional Services" and shall qualify for additional compensation at King current hourly rates (as described in section IV.1 above).

4. Termination

This Agreement may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, King will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this Agreement, except Articles 4 through 7, will be terminated upon completion of all applicable requirements of this Agreement.

5. Limitation of Liability

To the maximum extent permitted by law, King's liability for CLIENT's damages will not exceed the compensation received by King under this Agreement. King is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated

with the Project not in the employ of or a subcontractor to King. The limitations of liability and indemnities will apply whether King's liability arises under breach of contract or warranty; tort, including negligence (but not sole negligence); strict liability; statutory liability; or any other causes of action; and shall apply to King's officers, employees, and subcontractors. Due to the inherent risk involved in the type of services in this Agreement, at the Client's discretion, and upon payment of an additional fee to be negotiated, King's liability for the services can be increased.

6. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

7. Interpretation

The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it. Any litigation arising out of this Agreement shall vest in Nassau County, Florida.

8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CLIENT and King and has no third party beneficiaries.

9. Notice to Owner

Execution of this Agreement indicates that the Client understands and agrees that, if the Client is not the Record Owner of the property, King will, at its option, send a "Notice to Owner" in accordance with Florida Statute 713.06(2)(a) to the Record Owner.

10. Ownership of Documents

Any documents generated by King as a result of this Agreement are owned by King. Copies can be obtained by the Client, upon written request, in accordance with the terms of this Agreement.

11. Re-Use of Documents/Electronic Data

All documents and electronic data (including but not limited to drawings and specifications) prepared by King under this Agreement are not intended for reuse by the Client or others. Any reuse without written authorization and adaption by King will be at the Client's sole risk without liability or legal exposure to King.

12. Client Supplied Data

Information, data, studies, plans, etc. provided to King by the Client or the Client's consultants, agents, etc. will be relied upon by King as being accurate and correct. Unless specifically noted in the Scope of Services, King will not verify the accuracy or correctness of these documents and will not be held responsible, in any way, for errors, additional work, etc. brought about by its reliance on these documents.

13. Agency Requirements

Services required due to additional laws, regulations, or policies promulgated by government agencies subsequent to the date of this Agreement shall be considered "Additional Services" and shall qualify for additional compensation (as described in Section IV.1).

14. Signage

King reserves the right to install a sign on the project site, along the roadway frontage, that identifies King Engineering Associates, Inc. as the project consultant.

V. **ACCEPTANCE:** The undersigned CLIENT, as owner or authorized agent for the Owner of the above-described real property, and having proper authority to execute this Agreement, hereby agrees to the terms and conditions as outlined above. This Agreement is not assignable by the CLIENT without the prior written consent of King.

KING ENGINEERING ASSOCIATES, INC.

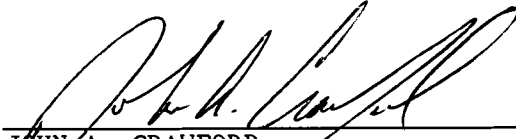
SIGNED: Wayne T. Petrone

TYPED NAME: Wayne T. Petrone, P.E.

TITLE: Transportation Planning Dept. Manager

DATE: 10/23/08

ATTEST AS TO CHAIR'S SIGNATURE:



JOHN A. CRAWFORD
EX-OFFICIO CLERK


CLIENT: NASSAU COUNTY

SIGNED: Marianne Marshall

TYPED NAME: Ms. Marianne Marshall

TITLE: Nassau County BOCC Chair

DATE: 11-10-08

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY


DAVID A. HALLMAN

Attachment "A"
SCOPE OF SERVICES
RADIO AVENUE TRAFFIC ANALYSIS

Introduction

King will conduct a traffic analysis to determine the impact of the extension of Radio Avenue from its current terminus to Miner Road. The extension of Radio Avenue would intersect Miner Road south of the Middle School/High School property.

The traffic analysis will be conducted for the following four time periods:

- AM peak period of adjacent street traffic and school commencement time (7 AM to 9 AM),
- PM peak period of the Schools (depends on school dismissal time),
- PM peak period of the adjacent street traffic (4 PM to 6 PM) and
- Daily

Data Collection

Turning movement counts will be conducted at the SR 200/US 17 intersection, the SR 200/Miner Road intersection and US 17/Radio Avenue intersection during the following three time periods when school is in session:

- AM peak period of adjacent street traffic and school commencement time (7 AM to 9 AM),
- PM peak period of the Schools (depends on school dismissal time) and
- PM peak period of the adjacent street traffic (4 PM to 6 PM).

24-hour bi-directional machine counts will be conducted when school is in session at the following locations:

- Miner Road – South of SR 200,
- SR 200 between Miner Road and US 17,
- US 17 – South of SR 200 and
- Radio Avenue – East of US 17

The residence of the students attending the Middle School and High School as well as the bus routes serving the two schools will be obtained from the Nassau County School Board. The hours of operation for each school will also be obtained from the School Board.

The lane configuration at each of the study area intersections will be obtained.

The posted speed limit of Miner Road, SR 200, US 17 and Radio Road will be obtained.

Radio Avenue Extension

King will obtain the alignment, cross-section and design speed of the extension of Radio Avenue from the Nassau County Engineering Department.

The build-out year and the design year to be used in the analysis will also be discussed with and obtained from the Nassau County Engineering Department.

NERPM Model

King will use the NERPM model to determine the impact that the Radio Avenue Extension will have on US 17, SR 200, Miner Road and Radio Avenue.

King will first modify the current NERPM model to match future design year conditions. The modifications will include updating the social-economic data and roadway network. King will verify with Nassau County Engineering the future roadway network (excludes Radio Avenue Extension) prior to modifying the NERPM model.

Using the updated NERPM model for design year conditions, it will be run with and without the Radio Avenue Extension. The resulting volumes will then be compared to determine the impact that the Radio Avenue Extension will have on US 17, SR 200, Miner Road and Radio Avenue.

Results

The number of vehicle trips expected to use the Radio Avenue Extension during the AM peak hour of adjacent street traffic, the PM peak hour of the schools, the PM peak hour of the adjacent street traffic (4 PM to 6 PM) and on a daily basis will be determined.

The impact that Radio Avenue Extension will have at the SR 200/Miner Road intersection, the SR 200/US 17 intersection and the US 17/Radio Avenue intersection will be evaluated.

Report

King will prepare a report describing the results of the study.

Meetings

King will attend a meeting with the County Staff to discuss the results of the study.

King will attend a meeting with the County Commission to discuss the results of the study.

Simulation

King will prepare a traffic simulation for the design year traffic flow with and without the Radio Avenue Extension at the SR 200/Miner Road intersection, SR 200/US 17 intersection and US 17/Radio Avenue intersection and Miner Road/Radio Avenue Extension.

Miscellaneous Services

A. Project Coordination/Meetings

Any additional meetings not included in the scope of work will be conducted on an hourly basis.

B. Additional Services

Additional services include any other services requested by the Client that are not described in the Scope of Services.

C. Reimbursable (T/M/E)

Includes but not limited to:

Reproduction/Copy

Courier

Overnight Delivery

Long Distance Phone Charges

Mileage

**ATTACHMENT "B"- COMPENSATION
RADIO AVENUE TRAFFIC ANALYSIS
DUVAL COUNTY, FLORIDA**

METHODS OF COMPENSATION

Lump Sum Fee

The Client agrees to compensate the King for the professional services called for under Attachment "A" to this Agreement at the Lump Sum Fee as specified below:

<u>Services</u>	<u>Lump Sum Fee</u>
I. ANALYSIS PHASE	
A. Traffic Analysis with counts.....	\$ 15,500.00
Traffic Analysis <u>Without</u> counts.....	\$ 13,000.00

Items listed under Miscellaneous Services will be provided on an hourly basis.

**2008 Hourly Rate Schedule
Standard Rates**

<u>Billing Classification</u>	<u>Billing Rate</u>
Designer 1	\$70.00
Designer 2	\$75.00
Designer 3	\$80.00
Designer 4	\$85.00
Designer 5	\$90.00
Engineer 1	\$80.00
Engineer 2	\$85.00
Engineer 3	\$90.00
Engineer 4	\$95.00
Engineer 5	\$105.00
Planner 1	\$70.00
Planner 2	\$85.00
Planner 3	\$100.00
Planner 4	\$115.00
Planner 5	\$150.00
Principal	\$175.00
Project Mgr 1	\$105.00
Project Mgr 10	\$150.00
Project Mgr 2	\$110.00
Project Mgr 3	\$115.00
Project Mgr 4	\$120.00
Project Mgr 5	\$125.00
Project Mgr 6	\$130.00
Project Mgr 7	\$135.00
Project Mgr 8	\$140.00
Project Mgr 9	\$145.00
Tech 1	\$55.00
Tech 2	\$60.00
Tech 3	\$65.00
Tech 4	\$70.00
Tech 5	\$75.00
Technical Support 1	\$53.00
Technical Support 2	\$60.00
Technical Support 3	\$75.00
Technical Support 4	\$90.00
Technical Support 5	\$110.00
Transp Planner 1	\$80.00
Transp Planner 2	\$90.00
Transp Planner 3	\$100.00
Transp Planner 4	\$115.00
Transp Planner 5	\$150.00

NOTE: Does not include rates for Expert Witness Services



Civil Engineering
Environmental Engineering
Transportation Planning & Engineering
Pavement Management
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture #LC26000183

October 23, 2008

Mr. Douglas Seaman
Nassau County
96161 Nassau Place
Yulee, FL 32097

RE: Radio Avenue Traffic Analysis

Dear Mr. Seaman:

Thank you very much for this opportunity to present our proposal for the traffic analysis for the above referenced project.

Enclosed please find our standard "Agreement for Professional Consulting Services", along with Scope of Services and Compensation sections for your review. If the proposal is acceptable to you, please execute and return one (1) copy to King as our notice to proceed with the included services.

We appreciate being considered for this very important project. If you have any questions please don't hesitate to call at (904) 636-6755.

Sincerely,

KING ENGINEERING ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Way T. Petrone".

Wayne T. Petrone, P.E.
Transportation Planning Dept. Manager

Enclosures

cc: Proposal File 209.0076

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