

# CONTRACT APPROVAL FORM

RECEIVED  
CONTRACT MANAGEMENT  
2009 SEP 21 AM 10:11

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
cm 1479

## CONTRACTOR INFORMATION

Name: King Engineering Associates  
Address: 6500 Bowden Road, Suite 290 Jacksonville, Florida 32216  
City State Zip  
Contractor's Administrator Name: Wayne Petrone Title: Transportation Planning Dept. Manager  
Tel#: 904-636-6755 Fax#: 904-636-9533 Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Agreement for Professional Consulting Services Contract Value: \$46,200

Brief Description: Nassau County Impact Fee Study for 13 intersection/segments within the Five District

Contract Dates \_\_\_\_\_ to \_\_\_\_\_ Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Prof. 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><br>Department Head Signature                  | _____          | Date | <u>034 20541-5314</u> | Funding Source/Acct # |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>9-16-09</u> | Date |                       |                       |
| 3. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>9/17/09</u> | Date |                       |                       |
| 4. | <u>[Signature]</u><br>Office of Management & Budget              | <u>9/18/09</u> | Date |                       |                       |

Comments: \_\_\_\_\_

### COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature]  
Edward Sealover  
Date: 9/18/09

09 SEP 17 PM 1:28  
2009 SEP 22 PM 2:27  
DEPT. OF HUMAN RESOURCES

### 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





September 15, 2009

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

Mr. Scott Herring, P.E.  
Nassau County Engineering Services  
96161 Nassau Place  
Yulee, FL 32097

**Re: Nassau County Impact Fee Study**

Dear Mr. Herring:

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

Enclosed please find our Scope of Services and Compensation sections for your review.

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 that reads "Wayne T. Petrone".

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

CC: File 209.0243

6500 Bowden Road  
Suite 290  
Jacksonville, FL 32216

Phone 904 · 636 · 6755  
800 · 723 · 1403  
Fax 904 · 636 · 9533  
[www.kingengineering.com](http://www.kingengineering.com)

Offices in Tampa, Jacksonville and Sarasota

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2009 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.: \_\_\_\_\_ Project Name: Nassau County Impact Fee Study

Record Owner of Property (if not CLIENT): \_\_\_\_\_

(CLIENT understands and agrees that, if the CLIENT is not the Record Owner of the property, King may, at its option, send a "Notice to Owner" to the Record Owner in accordance with Florida Statutes 713.06).

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) 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 Agreement. 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.

In addition to the above fee, the CLIENT shall also be responsible for all of King's out-of-pocket expenses, which shall be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses shall include, but not be limited to, travel, lodging, meals when traveling on the CLIENT's behalf, long distance toll calls, printing and reproduction costs, all costs associated with outside consultants, and other similar costs.

II. BILLING PROCEDURES & TERMS: Invoices are mailed once a month or sooner if King's 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 upon receipt. If CLIENT contests an invoice, CLIENT may withhold only that portion so contested and must pay the undisputed portion.

III. RETAINER: Before services can begin, a retainer in the amount of \$\_\_\_\_\_ 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" (See Attachment A).
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 Opinions - Any cost opinions 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.
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.
5. Limitation of Liability: Waiver of Consequential Damages - 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.

but not limited to all claims for special, incidental, indirect and consequential damages which arise or which are alleged to arise out of negligence, professional errors or omissions, strict liability, breach of contract or breach of express or implied warranties.

6. Indemnification - Each party hereto ("Indemnitor") agrees to hold harmless, defend and indemnify the other party hereto and its officers, directors, agents, employees, subcontractors and consultants ("Indemnitees"), from any and all claims, actions, causes of action, damages and liabilities to the extent arising out of the negligence or intentional misconduct of the Indemnitor or its officers, directors, agents, employees, subcontractors or consultants on the Project.
7. 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 shall survive termination of this Agreement for any cause.
8. Governing Law; Venue; Attorneys' Fees - This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Florida. In the event of any litigation related to or arising out of this Agreement or the services provided hereunder: (i) Hillsborough County, Florida shall be the sole and exclusive venue for such litigation, except in cases where King has a construction lien against real property located in a county other than Hillsborough County, in which case the county where such real property is located shall be an alternative venue; and (ii) the prevailing party shall be entitled to recover its attorneys' fees against the non-prevailing party.
9. 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.
10. Ownership and Use of Documents and Electronic Data - All documents and electronic data (including but not limited to drawings and specifications) prepared by King are instruments of service and owned by King. King grants CLIENT a limited license to use such documents and electronic data on the Project, which license shall be automatically revoked in the event the CLIENT fails to pay King for services performed hereunder. Such documents and electronic data may not be used on any other project without King's prior, written consent, which consent may be withheld by King at its sole discretion and which consent may be conditioned upon further payments to King. CLIENT recognizes and agrees that it may only rely upon documents in printed form, signed and sealed by King; and that electronic files may be provided for information purposes only and cannot be relied upon by CLIENT in any way. CLIENT agrees to hold harmless, defend and indemnify King from all claims and damages related to or arising from the unauthorized use of King's instruments of service.
11. 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.
12. 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).
13. Operations/Maintenance - CLIENT recognizes and agrees that the facilities designed and/or permitted by King hereunder will require ongoing maintenance in order to achieve their useful lives. Accordingly, CLIENT agrees to timely and properly operate and maintain the facilities and to provide written notice of the need for such maintenance to any third party to whom CLIENT conveys or turns over the facilities and/or the Project, including but not limited to any homeowners' association or Community Development District. CLIENT further agrees to hold harmless, defend and indemnify King from any claims which directly or indirectly arise out of the operation or lack of maintenance of such facilities
14. Entire Agreement - This Agreement represents the entire, integrated agreement between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to the subject matter hereof.

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. Notwithstanding the foregoing, if this Agreement is assigned with or without King's prior written consent, this Agreement will be binding on such successors or assigns.

KING ENGINEERING ASSOCIATES, INC.

SIGNED: Wayne T. Petrone  
TYPED NAME: Wayne T. Petrone, P.E.  
TITLE: Transportation Planning Dept. Manager  
DATE: September 15, 2009

CLIENT: NASSAU COUNTY  
SIGNED: Ed Sealover  
TYPED NAME: Ed Sealover  
TITLE: County Coordinator  
DATE: 9/15/09

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009 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.: \_\_\_\_\_ Project Name: Nassau County Impact Fee Study

Record Owner of Property (if not CLIENT): \_\_\_\_\_

(CLIENT understands and agrees that, if the CLIENT is not the Record Owner of the property, King may, at its option, send a "Notice to Owner" to the Record Owner in accordance with Florida Statutes 713.06).

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) 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 Agreement. 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; second to any accrued interest; third to expenses and administrative charges thereon; with the remainder being applied to the invoiced fees.

In addition to the above fee, the CLIENT shall also be responsible for all of King's out-of-pocket expenses, which shall be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses shall include, but not be limited to, travel, lodging, meals when traveling on the CLIENT's behalf, long distance toll calls, printing and reproduction costs, all costs associated with outside consultants, and other similar costs. CLIENT shall also be responsible for agency submittal and review fees.

**II. BILLING PROCEDURES & TERMS:** Invoices are mailed once a month or sooner if King's 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 upon receipt. If CLIENT contests an invoice, CLIENT may withhold only that portion so contested and must pay the undisputed portion. Billing questions should be directed to King Project Manager and/or Credit Manager upon receipt of invoice. Unpaid invoices shall accrue interest at 1-1/2% per month after they have been outstanding for 30 days. If unpaid invoices reach 30 days, King reserves the right to stop providing 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 \$\_\_\_\_\_ 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" (See Attachment A). 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's current hourly rates.
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 Opinions** - Any cost opinions 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's current hourly rates.
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 8, will be terminated upon completion of all applicable requirements of this Agreement.
5. **Limitation of Liability; Waiver of Consequential Damages** - 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 owner(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 will apply whether King's liability arises under breach of contract or warranty; tort, including 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. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, King and CLIENT hereby waive all claims against the other and the other's officers, directors, agents, employees and consultants for special, incidental, indirect and consequential damages related to or arising out of this Agreement or the services performed hereunder, including

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2009 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.: \_\_\_\_\_ Project Name: Nassau County Impact Fee Study

Record Owner of Property (if not CLIENT): \_\_\_\_\_

(CLIENT understands and agrees that, if the CLIENT is not the Record Owner of the property, King may, at its option, send a "Notice to Owner" to the Record Owner in accordance with Florida Statutes 713.06).

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) 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 Agreement. 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.

In addition to the above fee, the CLIENT shall also be responsible for all of King's out-of-pocket expenses, which shall be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses shall include, but not be limited to, travel, lodging, meals when traveling on the CLIENT's behalf, long distance toll calls, printing and reproduction costs, all costs associated with outside consultants, and other similar costs.

II. BILLING PROCEDURES & TERMS: Invoices are mailed once a month or sooner if King's 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 upon receipt. If CLIENT contests an invoice, CLIENT may withhold only that portion so contested and must pay the undisputed portion.

III. RETAINER: Before services can begin, a retainer in the amount of \$45,000 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" (See Attachment A).
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 Opinions - Any cost opinions 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.
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.
5. Limitation of Liability: Waiver of Consequential Damages - 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.

but not limited to all claims for special, incidental, indirect and consequential damages which arise or which are alleged to arise out of negligence, professional errors or omissions, strict liability, breach of contract or breach of express or implied warranties.

6. Indemnification - Each party hereto ("Indemnitor") agrees to hold harmless, defend and indemnify the other party hereto and its officers, directors, agents, employees, subcontractors and consultants ("Indemnitees"), from any and all claims, actions, causes of action, damages and liabilities to the extent arising out of the negligence or intentional misconduct of the Indemnitor or its officers, directors, agents, employees, subcontractors or consultants on the Project.
7. 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 shall survive termination of this Agreement for any cause.
8. Governing Law; Venue; Attorneys' Fees - This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Florida. In the event of any litigation related to or arising out of this Agreement or the services provided hereunder: (i) Hillsborough County, Florida shall be the sole and exclusive venue for such litigation, except in cases where King has a construction lien against real property located in a county other than Hillsborough County, in which case the county where such real property is located shall be an alternative venue; and (ii) the prevailing party shall be entitled to recover its attorneys' fees against the non-prevailing party.
9. 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.
10. Ownership and Use of Documents and Electronic Data - All documents and electronic data (including but not limited to drawings and specifications) prepared by King are instruments of service and owned by King. King grants CLIENT a limited license to use such documents and electronic data on the Project, which license shall be automatically revoked in the event the CLIENT fails to pay King for services performed hereunder. Such documents and electronic data may not be used on any other project without King's prior, written consent, which consent may be withheld by King at its sole discretion and which consent may be conditioned upon further payments to King. CLIENT recognizes and agrees that it may only rely upon documents in printed form, signed and sealed by King; and that electronic files may be provided for information purposes only and cannot be relied upon by CLIENT in any way. CLIENT agrees to hold harmless, defend and indemnify King from all claims and damages related to or arising from the unauthorized use of King's instruments of service.
11. 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.
12. 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).
13. Operations/Maintenance - CLIENT recognizes and agrees that the facilities designed and/or permitted by King hereunder will require ongoing maintenance in order to achieve their useful lives. Accordingly, CLIENT agrees to timely and properly operate and maintain the facilities and to provide written notice of the need for such maintenance to any third party to whom CLIENT conveys or turns over the facilities and/or the Project, including but not limited to any homeowners' association or Community Development District. CLIENT further agrees to hold harmless, defend and indemnify King from any claims which directly or indirectly arise out of the operation or lack of maintenance of such facilities
14. Entire Agreement - This Agreement represents the entire, integrated agreement between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to the subject matter hereof.

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. Notwithstanding the foregoing, if this Agreement is assigned with or without King's prior written consent, this Agreement will be binding on such successors or assigns.

**KING ENGINEERING ASSOCIATES, INC.**

SIGNED: Wayne T. Petrone  
TYPED NAME: Wayne T. Petrone, P.E.  
TITLE: Transportation Planning Dept. Manager  
DATE: September 15, 2009

CLIENT: NASSAU COUNTY  
SIGNED: Ed Sealover  
TYPED NAME: Ed Sealover  
TITLE: County Coordinator  
DATE: 9/15/09



**Attachment "A"**  
**SCOPE OF SERVICES**  
**Nassau County Impact Fee Study**

---

## **I. Introduction**

Nassau County has been collecting Impact Fees on developments within the five districts that comprise the County. The purpose of this study will be to evaluate selected intersections and roadway segments to determine the appropriate improvements. King anticipates three types of studies; intersection turn lane study, signal warrant turn lane study and roadway segment study.

## **II. Intersection Turn Lane Study**

The following data will need be collected and work tasks conducted in support of the intersection turn lane study:

- King will coordinate with the traffic count firm to conduct AM peak period (7 AM to 9 AM) and PM peak period (4 PM to 6 PM).
- King will prepare an existing condition diagram of the intersection. The length of each exclusive turn lane will be measured. The posted speed limit will be observed on each leg of the intersection.
- Observe traffic flow at the intersection during the peak hours.
- Project existing traffic to a future design year.
- Conduct right turn lane warrant analysis using the criteria contained in NCHRP Report 420, Impacts of Access Management Techniques.
- Conduct left turn lane warrant analysis using the criteria contained in "*Volume Warrants for Left-Turn Storage Lanes at Unsignalized Grade Intersections,*" by M.D. Harmelink, Highway Research Record 211, Highway Research Board, 1967.
- Calculate the storage length of all the required turn lanes.
- Verify that the existing turn lanes are adequate.
- Conduct intersection capacity analysis using the Highway Capacity Software.
- The evaluation will include identification of necessary intersection improvements required to handle the traffic associated with the future traffic.
- The cost of the improvements will be calculated.
- A report will be prepared suitable for submission to Nassau County documenting the results of the study and providing a recommendation regarding intersection geometry.
- Respond to County comments.

## **III. Intersection Signal Warrant/Turn Lane Study**

The following data will need be collected and work tasks conducted in support of the intersection signal warrant/turn lane study:

- King will coordinate with the traffic count firm to conduct 12-hour manual turning movement counts and 24-hour machine counts on each approach of the intersection.
- King will prepare an existing condition diagram of the intersection. The length of each exclusive turn lane will be measured. The posted speed limit will be observed on each leg of the intersection.
- Observe traffic flow at the intersection during the peak hours.
- Project existing traffic to a future design year.
- Conduct signal warrant analysis based on Volume Warrants 1 (eight-hour) and 2 (four-hour).
- Conduct right turn lane warrant analysis using the criteria contained in NCHRP Report 420, Impacts of Access Management Techniques.

- Conduct left turn lane warrant analysis using the criteria contained in "*Volume Warrants for Left-Turn Storage Lanes at Unsignalized Grade Intersections*," by M.D. Harmelink, *Highway Research Record 211, Highway Research Board, 1967*.
- Calculate the storage length of all the required turn lanes.
- Verify that the existing turn lanes are adequate.
- Conduct intersection capacity analysis using the Highway Capacity Software.
- The evaluation will include identification of the need for signalization and the necessary intersection improvements required to handle the traffic associated with the future traffic.
- The cost of the improvements will be calculated.
- A report will be prepared suitable for submission to Nassau County documenting the results of the study and providing a recommendation regarding signal control and intersection geometry.
- Respond to county comments.

#### **IV. Roadway Segment Study**

The following data will need be collected and work tasks conducted in support of the roadway segment study:

- King will coordinate with the traffic count firm to conduct two three-day machine counts on the roadway segment and conduct AM peak period (7 AM to 9 AM) and PM peak period (4 PM to 6 PM) up to two intersections.
- Observe traffic flow along the roadway segment during the peak hour.
- Determine if any intersections should be evaluated.
- If required, King will prepare an existing condition diagram of the intersections. The length of each exclusive turn lane will be measured. The posted speed limit will be observed along the roadway and on each leg an intersection. The width of the roadway segment at various locations will be measured.
- Project existing traffic to a future design year.
- If required, conduct right turn lane warrant analysis using the criteria contained in NCHRP Report 420, *Impacts of Access Management Techniques*.
- If required, conduct left turn lane warrant analysis using the criteria contained in "*Volume Warrants for Left-Turn Storage Lanes at Unsignalized Grade Intersections*," by M.D. Harmelink, *Highway Research Record 211, Highway Research Board, 1967*.
- If required, calculate the storage length of all the required turn lanes.
- If required, verify that the existing turn lanes are adequate.
- If required, conduct intersection capacity analysis using the Highway Capacity Software.
- Determine if the roadway segment needs to be widened to provide additional lanes or if the segment needs to be widened to provide standard acceptable width of 12 foot lanes.
- The evaluation will include identification of the need to widen the roadway segment and provide intersection improvements to handle the traffic associated with the future traffic.
- The cost of the improvements will be calculated.
- A report will be prepared suitable for submission to Nassau County documenting the results of the study and providing a recommendation roadway laneage and intersection geometry.
- Respond to County comments.

#### **V. Project Management and Meetings**

At the request of the Client, King will attend meetings. Meetings will be conducted on an hourly basis based on the rates provided in Attachment C.

#### **VI. Schedule**

King Engineering anticipates completing each individual traffic study within two to three weeks of receiving Notice to Proceed.

**ATTACHMENT "B"- COMPENSATION**

**Nassau County Impact Fee Study  
Nassau County, Florida**

The maximum not-to-exceed fee for this project is \$46,200. The County will authorize individual Work Orders for King to conduct one of the three types of studies at multiple locations throughout the county. King will prepare traffic studies and attend meetings up to the \$46,200.00 limit.

**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>
<b>I. TYPE OF TRAFFIC STUDY</b>	
A. Intersection Turn Lane Study.....	\$ 3,600.00
B. Intersection Signal Warrant/Turn Lane Study.....	\$ 4,700.00
C. Roadway Segment .....	\$ 3,800.00

Time Charge Hourly Rates

The Client agrees to compensate King for the professional services called for under Attachment "A" to this Agreement at King's hourly rates in effect when the work is done.

<u>Services</u>	<u>Time Charge Fee</u>
A. Project Management and Meetings .....	Time Charge
(Refer to Attachment C for Hourly Rates.)	

**2009 Hourly Rate Schedule  
Standard Rates**

<b><u>Billing Classification</u></b>	<b><u>Billing Rate</u></b>
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
Environ Scientist 1	\$75.00
Environ Scientist 2	\$85.00
Environ Scientist 3	\$100.00
Environ Scientist 4	\$125.00
Environ Scientist 5	\$150.00
Field Coordinator 1	\$60.00
Field Coordinator 2	\$65.00
Field Coordinator 3	\$70.00
Field Coordinator 4	\$80.00
Field Coordinator 5	\$90.00
Land Surveyor 1	\$90.00
Land Surveyor 2	\$100.00
Land Surveyor 3	\$110.00
Land Surveyor 4	\$125.00
Land Surveyor 5	\$150.00
Landscape Architect 1	\$90.00
Landscape Architect 2	\$100.00
Landscape Architect 3	\$110.00
Landscape Architect 4	\$120.00
Landscape Architect 5	\$150.00
Planner 1	\$70.00
Planner 2	\$85.00
Planner 3	\$100.00
Planner 4	\$115.00
Planner 5	\$150.00
Principal	\$175.00
Principal -- Expert Witness Services	\$350.00
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

**2009 Hourly Rate Schedule  
Standard Rates**

**Billing Classification**

**Billing Rate**

Survey Crew - 1 Man	\$70.00
Survey Crew - 2 Man	\$105.00
Survey Crew - 3 Man	\$135.00
Survey Crew - 4 Man	\$150.00
Survey Crew - GPS	\$150.00
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: The rates include Expert Witness Services for the Principal only.

**LIST OF PROJECTS THAT MAY  
QUALIFY FOR IMPACT FEES**

DISTRICT	INTERSECTION/SEGMENT
1	14 <sup>th</sup> Street between Hickory and Atlantic
	Sadler Road between 14 <sup>th</sup> Street and Atlantic
2	14 <sup>th</sup> Street at Isleworth Drive
	SR 200 at Piney Island Drive
	Barnwell Road at Palm Bluff Road
	Widen Barnwell Road
	Four lane Simmons Road between 14 <sup>th</sup> Street and Fletcher
3	SR A1A at Chester Road
4	CR 108 at Middle Road
	CR 108 at Pineridge Road
5	CR 121 at CR 119
	CR 121 at CR 2
	Old Dixie Highway from Bypass Road to Hilliard

BOCC Agenda Item  
Engineering & Planning Fund for Proposed Projects

09 JAN - 9 PM 2:39  
COUNTY COORDINATOR'S  
OFFICE

**Agenda Request For:** January 26, 2009

**Department:** Engineering Services

**Background:** Impact Fee Financial Action Forms require backup data including Traffic Studies and preliminary engineering studies. Impact fees can not be justified for such reports and studies unless they have already been approved for the use of impact fee. Therefore the studies and reports need to be funded with non impact fees. Once a project has been approved to use impact fees then the cost of the studies and reports can be reimbursed,

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:** Yes, to use impact fees to pay for traffic studies and engineering reports.

**Action requested and recommendation:** Engineering Services is requesting that a fund be established which can be used to fund traffic studies and engineering reports for proposed impact fee projects. Request \$100,000 to be put into an account. The fund to be used by the direction of the Board or the Director of Engineering Services is authorized with the approval of the County Coordinator to use up to \$25,000 for a project without Board approval.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?** N/A

**Funding Source:** One Cent Fund-Reserve for Capital Plan account 09999599-599083  
0942054/-531400 Specific account for traffic study costs will be established upon Board approval of funding source.

<u>Reviewed by:</u>	<u>Print Name:</u>	<u>Signature &amp; Date:</u>
Department Head	<u>Douglas Seaman</u>	<i>Douglas Seaman</i> 1/9/09
County Coordinator	<u>Ed Sealover</u>	<i>Ed Sealover</i> 1/12/09
Office of Management and Budget	<u>Ted Selby</u>	<i>Ted Selby</i> 1/12/09
Legal	<u>David Hallman</u>	_____
Clerk/Comptroller	<u>John A. Crawford</u>	_____

Revised 11-08

1/9/2009 12:19 PM

**APPROVED BOCC**  
DATE 1/26/09 *BS*