

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

cm1560

CONTRACTOR INFORMATION

Name: King Engineering Associates

Address: 6500 Bowden Rd, Suite 290 Jacksonville FL 32216
City State Zip

Contractor's Administrator Name: Wayne Petrone Title: Transportation Planning Dept Mgr

Tel#: 904-636-6755 Fax#: 904-636-9533 Email: _____

CONTRACT INFORMATION

Contract Name: Agreement for Professional Consulting Services Contract Value: \$25,000 ✓

Brief Description: Nassau County 14th Street Traffic Impact Study

Contract Dates : From _____ to _____ Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Profess. Svcs.

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. J. Sealover 2/5/10 09420541-531400
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 2/12/10
Contract Management Date
3. [Signature] 02/12/10
County Attorney (approved as to form only) Date
4. [Signature] 2/17/10
Office of Management & Budget Date

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 2/17/10
Edward Sealover Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

10 FEB 15 AM 9:00

RECEIVED
CONTRACT MANAGEMENT
2010 FEB 20 10:22 AM

King

ENGINEERING ASSOCIATES, INC.

SERVICES

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

OFFICE LOCATIONS

FLORIDA

Jacksonville
Miami
Sarasota
Tampa

TEXAS

Austin
Dallas

February 4, 2010

Mr. Scott Herring
Nassau County
96161 Nassau Place
Yulee, FL 32097

Re: 14th Street Traffic Impact 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.



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

CC: File

6500 Bowden Road
Suite 290
Jacksonville, FL 32216
phone 904.636.6755
800.723.1403
fax 904.636.9533

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this ____ day of _____ 2010 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:** 14th Street Traffic Impact 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 within 45 days 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 within 5 days upon receipt of invoice. If unpaid invoices reach 45 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 \$ 0 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. 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 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) Nassau County, Florida shall be the sole and exclusive venue for such litigation.
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.
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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: February 4, 2010

CLIENT: NASSAU COUNTY
 SIGNED: Edward Sealover
 TYPED NAME: Edward Sealover
 TITLE: County Coordinator
 DATE: 2/19/10

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Project No.: _____ Project Name: 14th Street Traffic Impact Study

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KING ENGINEERING ASSOCIATES, INC.
 SIGNED: Wayne T. Petrone
 TYPED NAME: Wayne T. Petrone, P.E.
 TITLE: Transportation Planning Dept. Manager
 DATE: February 4, 2010

CLIENT: NASSAU COUNTY
 SIGNED: [Signature]
 TYPED NAME: Edward Sealoover
 TITLE: County Coordinator
 DATE: 2/19/10

Attachment "A"
SCOPE OF SERVICES
14th Street Traffic Impact Study

I. Introduction

King will conduct a traffic study of the eight intersections located along 14th Street between Atlantic Avenue and Hickory Street. The eight intersecting streets include:

- Atlantic Avenue Oak Grove Place North
- Oak Grove Place South Beech Street
- Date Street Elm Street
- Fir Street Hickory Street

The purpose of this study will be to evaluate each of the eight study area intersections to determine the appropriate intersection improvements.

II. Intersection Turn Lane Study

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

- AM peak period (7 AM to 9 AM) and PM peak period (4 PM to 6 PM) manual turning movement counts will be conducted at the eight study area intersections. The number of pedestrians crossing each leg of an intersection will also be counted for each study area intersection.
- King will prepare an existing condition diagram for each study area intersection. The existing visible utilities will be located. In addition, the length of each existing exclusive turn lane will be measured. The posted speed limit will be observed on each leg of the intersections.
- Observe traffic flow at the intersections during the peak hours.
- Project existing traffic to the 2020 future design year.
- Conduct right turn lane warrant analysis for each approach of the eight study area intersections using the criteria contained in NCHRP Report 420, Impacts of Access Management Techniques.
- Conduct left turn lane warrant analysis for each approach of the eight study area intersections 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. If not, improvements will be recommended.
- 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 and City of Fernandina Beach documenting the results of the study and providing a recommendation regarding intersection geometry.
- Attend three meetings with Nassau County and City of Fernandina Beach staff.
- Respond to County/City comments.

III. Schedule

King Engineering anticipates completing the traffic study within three to four weeks of receiving Notice to Proceed.

ATTACHMENT "B"- COMPENSATION

**14th Street Traffic Impact Study
Nassau 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. 14th STREET TRAFFIC STUDY	
A. Traffic Study.....	\$ 25,000.00

Fee includes the traffic counts and all expenses.