

CHANGE ORDER APPROVAL FORM

PROJECT: Safety Study Evaluation of Study Improvements at South 14th Street and Simmons Road

CHANGE ORDER NUMBER: 1

DATE: 11/12/19

CONTRACT NUMBER: CM2500-WA03

TO CONTRACTOR: CPH, Inc.

Reason for Change Order: No Cost Time Extension for six months to May 12, 2020 to complete study.

Detail:

No Cost Time Extension only.

Original Work Authorization Sum.....	\$	<u>57,747.39</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>0.00</u>
Work Authorization Sum Prior to This Change Order.....	\$	<u>57,747.39</u>
Amount of This Change Order (Add).....	\$	<u>0.00</u>
New Work Authorization Sum Including this Change Order.....	\$	<u>57,747.39</u>

APPROVED BY: [Signature] DATE: 11/13/2019
Robert Companion, Engineering Services

APPROVED BY: [Signature] DATE: 11/13/19
Grayson Hagins, Contract Purchasing Manager

APPROVED BY: [Signature] DATE: 11/18/19
Megan Diehl, Office of Management and Budget

APPROVED BY: [Signature] DATE: 11/20/19
Michael Mullin, County Manager/County Attorney

APPROVED BY: N/A DATE: _____
Justin M. Taylor, Chairman

ATTEST: N/A DATE: _____
John A. Crawford, Clerk of Courts

Account No. 03420541-531000

Sharon Johns

From: Robert Companion
Sent: Friday, November 08, 2019 9:03 AM
To: Sharon Johns; Shelley Caldwell
Cc: Grayson Hagins
Subject: RE: Expiring Contract(s) - November 2019

Please extend this contract for an additional six months. We are still working on this project.

Robert T. Companion, PE
County Engineer
Nassau County Engineering Services
96161 Nassau Place
Yulee, FL 32097
904-530-6225 Phone
904-491-3611 Fax
rcompanion@nassaucountyfl.com

From: Sharon Johns <sjohns@nassaucountyfl.com>
Sent: Friday, November 08, 2019 8:54 AM
To: Robert Companion <rcompanion@nassaucountyfl.com>; Shelley Caldwell <scaldwell@nassaucountyfl.com>
Cc: Grayson Hagins <ghagins@nassaucountyfl.com>
Subject: Expiring Contract(s) - November 2019

Good Morning,

The following contract(s) will expire November 12, 2019. Please advise as to whether you would like to renew and/or extend any of them. For those that do not have a renewal option, you will need to obtain new quotes should you want to continue the services provided.

Contract Tracking Record	Vendor Name	Description of Contract	Contract End Date	Term Note
CM2500-WA03	CPH, Inc.	Work Authorization #3 Safety Study Evaluation of Safety Improvements at South 14th St. ad Simmons Rd.	11/12/19	Six (6) months from execution

Thank you,
Sharon A. Johns
Contract Specialist
Nassau County Board of County Commissioners
Office of Management & Budget
96135 Nassau Place, Suite 2
Yulee, FL 32097
(904) 530-6040

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

**WORK AUTHORIZATION # CM2500-WA03
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
RFQ/BID NO. NC17-006**

Consultant:	CPH, Inc.
Contract Number:	CM2500
Contact Name:	Wade Olszewski, P.E.
Contact Number:	(904) 332-0999 x4404
Email:	wolszewski@cphcorp.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Safety Study Evaluation of Safety Improvements at South 14th St. and Simmons Rd.			
		CONTRACT OVERVIEW	
		Total of Previous Authorizations	\$73,659.91
Date Submitted	12/21/18	Adjustments/Change Orders	\$0.00
Amount	\$57,747.39	This Work Authorization	\$57,747.39
Scheduled Completion	Six (6) months from execution	Current Contract Total	\$131,407.30

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 January 8, 2018. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Description of Services

CPH, Inc. will provide professional services by preparing a Safety Study Evaluation for the proposed intersection improvements, pursuant to the scope of services, attached hereto as Attachment "A".

ARTICLE 2. Time Schedule

Services will be provided for six (6) months from execution.

ARTICLE 3. Budget

The cost estimate to conduct the Work as described in the Scope of Services is \$57,747.39. A detailed breakdown for each task with the estimated lump sum or time and expenses is attached as Exhibit 1. Costs will be invoiced on a lump sum or time and materials basis.

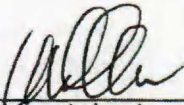
ARTICLE 4. Other Provisions

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 or schedules. Additional terms or contract provisions whether submitted purposely or inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

In presenting this Work Authorization, Consultant agrees that:

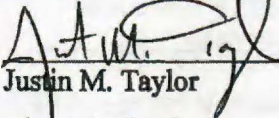
Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed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

AGREED TO BY:

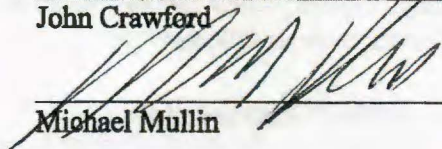
BY: 
Print Name: Wade Olszewski
Title: Sr Vice President
Date: 2-8-19

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Director of Engineering Services: 
Designee: _____

Board of County Commissioners, Chair: 
Justin M. Taylor
(see below)

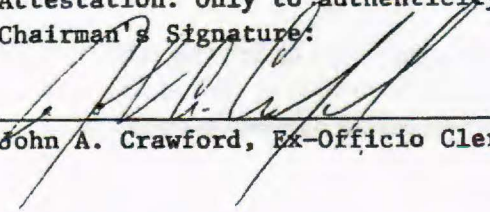
Ex-Officio Clerk: _____
John Crawford

County Attorney: 
Michael Mullin

APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 13 day of May, 20 19

ACCOUNT NO.:

Attestation: Only to authenticity as to
Chairman's Signature:


John A. Crawford, Ex-Officio Clerk

MES
05.16.19



5200 Belfort Road
Suite 220
Jacksonville, FL 32256
Phone: 904.332.0999
Fax: 904.332.0997

www.cphcorp.com

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
NASSAU COUNTY
FOR
SAFETY STUDY EVALUATION
OF SAFETY IMPROVEMENTS AT SOUTH 14TH ST AND SIMMONS RD
IN
NASSAU COUNTY, FLORIDA**

December 21, 2018

This Agreement is composed of Part I and Part II. ~~Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions,~~ ^{w/pc} which are the general terms of the engagement between Nassau County, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT desires to have a Safety Study Evaluation performed which contains crash data analysis, design recommendations and a cost benefit analysis in order to evaluate safety improvements needed for the intersection at South 14th Street and Simmons Road.

CPH proposes to prepare a Safety Study Evaluation for the proposed intersection improvements that will address markings, signage, signalization or roundabout and other improvements which will increase the safety for motorists and bicyclists. CPH will also determine the constraints and feasibility of the ROW needed for the proposed improvements.

The Safety Study Evaluation will be included in the grant application package submitted by the CLIENT for the 2019/2020 FDOT Off-System Highway Safety Improvement Program (HSIP).

SCOPE OF SERVICES

A. CONSULTANT

1.0 EXISTING CONDITIONS

CPH will visit the site for a qualitative field review to assess the existing conditions. The findings of existing conditions will be described including the project description. The report will identify the location of need and will identify any eligible Strategic Highway Safety Plan (SHSP) emphasis area(s). Roadway characteristics, traffic data and any limitations or constraints, such as drainage or utility impacts, will be discussed. The study will also address any prior attempts to address the safety issues. An aerial exhibit of the existing conditions will be prepared. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

2.0 COLLISION ANALYSIS

A Collision Analysis utilizing Signal Four Analytics for the five (5) year period from January 1, 2012 to December 31, 2016 will be prepared. The crash data will be listed by crash severity as well as characteristics of the data which is relevant to the transportation safety issue. A list of crashes that can be reduced or corrected by the proposed safety improvement project will be described. Per the requirements of the HSIP application, the crash summary will include the HSMV Report, Crash Number, Date, Crash Time, Roadway, Intersecting Roadway, Crash Location, Crash Type, Number of Vehicles, Number of Fatalities, Number of Injuries, Alcohol, Drugs, Weather, Road Surface, and Lighting. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

3.0 SIGNAL WARRANT ANALYSIS

In order to determine if a traffic signal is warranted, a Signal Warrant Analysis is proposed. Traffic counts will be collected by a CPH subconsultant. Traffic volumes for the warrant analysis will be collected on a Tuesday, Wednesday or Thursday of a non-holiday week while school is in session. Machine counts will be taken on each existing approach of the intersection for a 24-hour period to determine the 8 peak hours of the day. Turning movement counts will be collected at the existing intersection during the 8 peak hours identified by the machine counts. Pedestrian counts will also be performed during the turning movement counts.

Based upon the data collected, an analysis will be performed to determine if the location meets any of the eight (8) warrant criteria presented in the most recent edition of the Manual on Uniform Traffic Control Devices by the Federal Highway Administration. From this analysis, a recommendation shall be formulated as to whether or not a traffic signal should be installed. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

4.0 ROUNDABOUT ANALYSIS

CPH will utilize available topographic survey or County LIDAR data (if available) and available right-of-way information from the County's GIS to develop a roundabout layout for review and discussion with the County. CPH will analyze the geometrics of the roundabout meeting the FDOT FDM criteria. CPH will perform an AutoTURN analysis for the WB-62FL design vehicle; and perform the required Fastest Path analysis to ensure the speeds throughout the roundabout are controlled, meeting the FDOT FDM criteria. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

5.0 CONCEPTUAL PLAN

After coordination with the County on the results of the signal warrant and roundabout analyses, CPH will prepare a concept plan of the proposed safety improvements. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

6.1 COST ESTIMATE

CPH will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) for the work proposed on the Conceptual Plan. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

7.0 BENEFIT-COST / NET PRESENT VALUE

CPH will utilize the data gathered during the Collision Analysis to prepare a Benefit-Cost (B/C) Analysis including Net Present Value (NPV) utilizing the form provided by the FDOT. The Federal Highway Administration's Crash Modification Factor Clearinghouse website will be used to select Crash Reduction Factor (CRF) for the proposed improvements. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

8.0 STAKEHOLDER COORDINATION

A fundamental component of the Off-system HSIP Application process is its management and coordination. Close coordination between stakeholders at various stages of the process is of utmost importance for a successful approval of the Application. The various stakeholders will include Nassau County, Florida Department of Transportation (FDOT) District Safety Engineer (DSE), FDOT State Safety Engineer (SSE) and the Federal Highway Administration (FHWA). This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
1.0	Existing Conditions	Lump Sum	\$5,192.20
2.0	Collision Analysis	Lump Sum	\$4,118.58
3.0	Signal Warrant Analysis	Lump Sum	\$15,693.58
4.0	Roundabout Analysis	Lump Sum	\$6,842.96
5.0	Conceptual Plan	Lump Sum	\$6,842.96
6.0	Cost Estimate	Lump Sum	\$1,519.32
7.0	Benefit-Cost / Net Present Value	Lump Sum	\$7,225.04
8.0	Stakeholder Coordination	Lump Sum	\$4,216.44
	Traffic Data Collection (Est.)	At Cost	\$3,500.00
XXP	Reimbursable Expenses	5%	\$2,583.21
	Grand Total		\$67,747.39

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for reimbursable expenses. A 5% mark-up on the labor costs to allow for routine expenses directly

attributable to the project will be assessed to each invoice. Routine expenses include such items as reimbursed mileage (trips less than 90 miles), rental car, meals, photocopies, blueprints, postage, and telephone. Specifically excluded are expenses for travel in behalf of the client for distances greater than 90 miles, such as air travel, mileage, parking, hotel, etc as well as sub-consultants and application fees paid by CPH on behalf of the client. These expenses will be paid at an actual cost thereof, without increase. Exhibit A, attached hereto, further provides standard contractual provisions applying hereto. Payment for our services will be due monthly upon rendering of a statement based on percent of completion by CPH.

SERVICES NOT INCLUDED

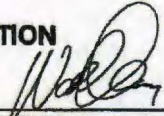
The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Expert witness for litigation.
- Construction staking.
- Environmental studies and coordination of environmental issues with the regulatory agencies.
- Geotechnical studies and additional testing required by the regulatory agencies.
- Utility coordination, analysis, or design.
- Storm water analysis and design.
- Special meetings with agencies, other consultants or CLIENT not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Easement or right-of-way vacation or dedication services or platting services
- Electrical, Mechanical, or Structural Engineering services
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Wetlands identification or permitting
- Flood plain analyses
- Site Specific Maintenance of Traffic Plans
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By:



Wade Olszewski, P.E.
Sr. Vice President

Date:

12/26/18

CLIENT AUTHORIZATION

Nassau County agrees with Part I which includes the Scope of Services and Compensation Schedule. ~~Part II contains CPH's Standard Contract Provisions referenced as Exhibit A and CPH's Standard Hourly Rate Schedule referenced as Exhibit B (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and Nassau County.~~ ^{uPO}

The lump sum fee for the engineering services described herein shall be \$57,747.39. Progress invoices will be submitted based on the Engineer's estimate of the percent of work complete at the time of invoicing.

Payments are due within thirty (30) days from the date of invoice. If full payment is not received within forty-five (45) days, client will be assessed interest charges of 1.5% per month on the unpaid balance. CPH reserves the right to terminate or suspend work when invoices become 45 days past due. In the event that our work is suspended or terminated as a result of non-payment, client agrees that CPH will not be responsible for client's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of our work for nonpayment of our statements.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: _____
Signature

Title

Printed Name

Date

Nassau County
 Billing Hourly Rate Computation - CPH, Inc.
 Safety Study Evaluation
 of Safety Improvements at S. 14th
 Street and Simmons Road

SCOPE OF SERVICES HOURLY BREAKDOWN											
Classification	Billable Hourly Rate	Existing Conditions	Collision Analysis	Signal Warrant Analysis	Roundabout Analysis	Conceptual Plan	Cost Estimate	Benefit-Cost/ Net Present Value	Stakeholder Coordination	Total Hours Per Classification	Billable Amount Per Classification
Principal	\$198.36					1.00	1.00	2.00	4.00	8.00	\$1,585.28
Senior Project Manager	\$178.25	12.00	2.00	4.00	2.00	2.00			4.00	26.00	\$4,634.50
Project Manager	\$128.02				24.00	4.00				28.00	\$3,584.56
Project Engineer	\$86.93	24.00	8.00	60.00		8.00	8.00	8.00	8.00	124.00	\$10,779.32
Principal Traffic Engineer	\$168.29	2.00	16.00	40.00				32.00		90.00	\$15,146.10
Senior Design Technician	\$81.93				40.00	16.00				56.00	\$4,588.08
Design Technician	\$68.54	4.00		24.00		32.00				60.00	\$4,112.40
CADD Technician	\$54.84	4.00		16.00		24.00	8.00			52.00	\$2,851.68
Project Coordinator	\$68.39	2.00		2.00	2.00	4.00			24.00	34.00	\$2,325.26
Administrator	\$73.69		8.00	8.00			4.00	16.00	8.00	44.00	\$2,057.00
Traffic Counts (Sub-Consultant)											\$3,500.00
Reimbursable Expenses (5%)											\$2,583.21
Total Hours Per Task		48.00	34.00	154.00	68.00	91.00	21.00	58.00	48.00		
Billable Amount Per Task		\$5,192.20	\$4,116.58	\$15,693.58	\$6,842.96	\$6,856.06	\$1,519.32	\$7,225.04	\$4,216.44		
GRAND TOTAL											\$57,747.39