

8374-07
Amd 5+6

Amendments Number Five and Six to:
AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
KING ENGINEERING ASSOCIATES, INC.
FOR
Downtown Transportation Studies

THIS AMENDMENT NUMBER FIVE AND SIX TO AGREEMENT, made and entered into in duplicate as of the 6 day of ~~January~~ ^{March}, 2013, by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation in Duval County, Florida and KING ENGINEERING ASSOCIATES, INC. (the "CONSULTANT"); a Florida corporation with offices at 6500 Bowden Road, Suite 290, Jacksonville, Florida 32216; for Downtown Transportation Studies (the "Project").

RECITALS:

WHEREAS, the parties made and entered into City of Jacksonville Contract # 8374-07 (the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended four times previously; and

WHEREAS, from October 1, 2013 through the day and year first above written the parties hereto have worked together continuously and without interruption to provide services for the Project; and

WHEREAS, said Agreement should be amended in part by accepting, adopting and ratifying all actions of the parties under the Agreement from October 1, 2013 through the day and year first above written and by exercising the third of five one year renewal options extending the period of service to September 30, 2014, with two (2), one year renewal options remaining; and

WHEREAS, said Agreement should be amended by revising the Scope of Services by adding, attaching and incorporating Exhibit I, attached hereto and, by this reference, made a part hereof; by adding, attaching and incorporating a new Contract Fee Summary identified as Exhibit J, attached hereto and, by this reference, made a part hereof; by increasing the CITY's maximum indebtedness by a lump sum amount of \$49,150.40 to a new maximum lump sum amount of \$412,157.32; with all other provisions, terms and conditions of said Agreement remaining unchanged; and

IN CONSIDERATION of said Agreement and of the mutual covenants and agreements hereinafter contained, and or other good and valuable consideration, the parties agree to amend said Agreement as follows:

1. The above stated recitals are accurate, true and correct and, by this reference, are incorporated herein and made a part hereof.

2. Section 1.01, entitled "STATEMENT OF CONSULTANT SERVICES", in said Agreement is amended in part by including revisions to the Scope of Services as contained in Exhibit I and, as amended, shall read as follows:

"1.01 STATEMENT OF CONSULTANT SERVICES

"The CONSULTANT shall furnish all services, documents, drawings and other matters called for in this Agreement, as well as those contained in the "Scope of Services" attached hereto as Exhibits A, C, G and I and, by this reference, made a part hereof and incorporated herein. If any services, functions or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. The Contractor shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. The CONSULTANT accepts the special relationship established between itself and the CITY, by this Agreement. The CONSULTANT covenants with the CITY that it is an expert in the design of the Project, and will cooperate with Program Managers, Construction Managers, CITY representatives and others, in fostering the interests of the CITY. The CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of the CITY."

3. Section 1.02, entitled "PERIOD OF SERVICE" in said Agreement is amended to extend the period of service and, as amended, shall read as follows:

"This Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect thereafter until September 30, 2014, or earlier termination as provided in Section 5.1 hereof."

4. Section 3.01.01 in said Agreement is amended in part, by increasing CONSULTANT's professional fee, in the amount of \$49,150.40 to a new maximum lump sum amount of \$412,157.32 and, as amended, shall read as follows:

"3.01.01. For Professional Services, as specified in Section 1, of this Agreement and as more particularly described in Exhibits A, C, G and I, an amount not-to-exceed FOUR HUNDRED TWELVE THOUSAND ONE HUNDRED FIFTY-SEVEN AND 32/100 USD (\$412,157.32), as detailed in Exhibits B, D, H and J, attached hereto and, by this reference, made a part hereof and incorporated herein. Payment of this amount is contingent upon CONSULTANT's final completion of the entire Project as specified in this Agreement and in the Exhibits attached hereto which constitute the Scope of Services. Such final completion of the Project must be acceptable to and accepted by the CITY. Such acceptability and acceptance to the CITY may not be unreasonably denied. In the event the

CONSULTANT does not complete the entire Project, then the lump sum amount will be prorated using the ratio that the amount actually completed and which is acceptable to and accepted by the CITY bears to the entire Project."

SAVE AND EXCEPT as expressly amended, in this instrument, the provisions, terms and conditions of said Agreement shall remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

ATTEST:

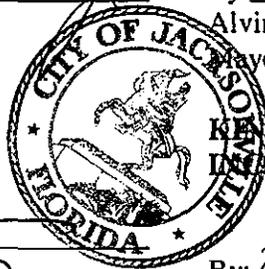
CITY OF JACKSONVILLE:

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By: Karen Bowling
Alvin Brown
Mayor

WITNESS:

By: Kristine Indgren
Name: Kristine Indgren
By: Suzanne Cortina
Name: Suzanne Cortina



RENG ENGINEERING ASSOCIATES,
INC.

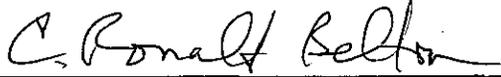
By: Peter C. Hallock
Name: Peter C. Hallock
Its: Jacksonville Regional Managers

Form Approved:

By: John Simpson
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

In accordance with Section 24.103(e) *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for payment of all monies provided therein to be paid.



Director of Finance

City Contract # 8374-07

Amendments # 5 and #6: Additional funding, extend term, revise scope of services



G:\Govt Operations\Sawyer\OED\Contracts\King Engineering\Contract and Amendments\King Engineering Associates, Inc.
Contract Amd. #5 and #6 for Downtown Transportation Studies v01.doc

EXHIBIT "I"

SCOPE OF SERVICES

The Jacksonville Office of Economic Development/Downtown Investment Authority (OED/DIA), for and on behalf of the City of Jacksonville, wishes to conduct the annual traffic, air quality modeling and monitoring studies as required by the Consolidated Downtown DRI Development Order.

The Development Order stipulates that an annual monitoring report be prepared by the OED/DIA and submitted to the City of Jacksonville Planning and Development Department, City of Jacksonville Regulatory and Environmental Services Department, the Florida Department of Transportation, the Northeast Regional Planning Council, the Florida Department of Community Affairs, and the Florida Department of Environmental Protection.

The annual traffic monitoring report is required. Forecasted development information will be obtained from Planning and Development Department and documented in the traffic monitoring report. This information will include estimated gross square feet of retail/commercial office, industrial, public use, and hotel square footage by location planned for opening within the ensuing 12-month period. The traffic monitoring report will include documentation of the existing land use quantities and trip generation and a comparison of existing and proposed land use quantities to the allowable totals in the development order. Forecasts will be made by using sub-area focusing techniques associated with the Jacksonville Urban Area Transportation Study model.

The data and analyses produced during this effort will be organized by intersection and roadway link and will include capacity analysis, volume summaries with graphic representation of intersection geometry, and overall intersection level of service. Summary maps of Consolidated Downtown DRI will also be used to portray traffic volume and level of service information.

On the basis of input from the traffic monitoring efforts, the Consultant will also prepare an annual air quality monitoring report in accordance with the stipulations of the Consolidated Downtown DRI Development Order. Roadway links and intersections will be analyzed in accordance with the latest requirements as promulgated by the Florida Department of Environmental Protection. Intersections operating at Level of Service (LOS) E or worse, or project to within the next 12 months will be subjected to air quality monitoring.

The work product of the air quality analysis will include technical data, computer output of final modeling runs (with all input data), base mapping to show receptors, conclusions and recommendations. Air quality analysis services provided by sub-consultants (see Attachment D)

The consultant will be responsible for Coordination of a meeting with the regulatory agencies consisting of the City of Jacksonville Planning and Development Department and Regulatory and Environmental Services Department, Northeast Florida Regional Planning Council, Florida Department of Transportation, and Florida Department of Environmental Protection to review and approve methodologies used in the traffic impact analysis and air modeling program.

Attachment A delineates the boundaries of the study area. **Attachment B** contains a list of intersections and links that are proposed to be analyzed for the Year 2013/2014 AMR. AM and PM peak period turning movement counts are planned at 12 intersections. All 9 segment count locations will be counted for a five day period. Traffic counts data will be obtained by sub-consultant (see **Attachment D**)

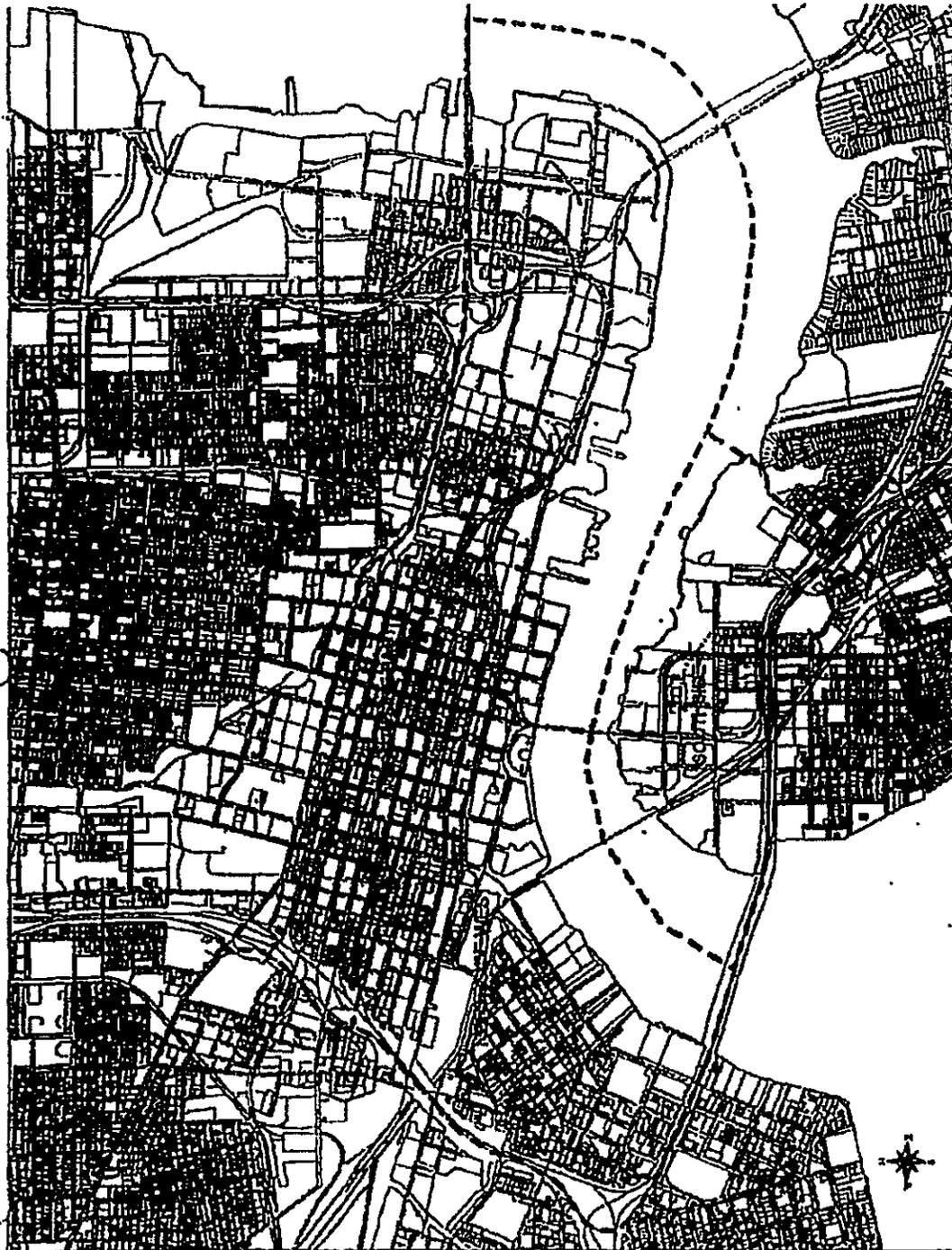
The consultant will also include in the annual monitoring report responses to the General and Specific Conditions Sections of the Consolidated Downtown DRI Development Order. This will include obtaining development summaries from the Planning and Development Department and compiling actual development square footage totals for each land use category that occurred during the report period.

The consultant will complete both elements of this scope of services within 150 days from authorization to proceed. Upon completion of this study, four (4) copies of the report shall be submitted to the OED/DIA and one (1) copy of this report to each reviewing agency within ten (10) days. There are six (6) reviewing agencies.

Definitions:

Level of Service (LOS): It is a quantitative measure that describes traffic conditions in terms of speed, travel time, freedom to maneuver, comfort, convenience, traffic interruptions and safety. Six classifications are used to define LOS, designated by the letters A through F. LOS A represents the best conditions, while LOS F represents heavy congested flow with traffic demand exceeding highway capacity. **Attachment C** includes Highway Capacity Manual Descriptions of Signalized and Un-signalized Intersection Levels of Service (LOS).

ATTACHMENT A
STUDY AREA MAP



LOCATION MAP

ATTACHMENT B
COUNT LOCATIONS

The Abbreviated Downtown DRI Annual Monitoring Report for 2013-2014 will be comprised of the following data collection and analysis.

Data Collection:

- 7-9 AM and 4-6 PM peak hour turning movement counts at the following intersections:
 - Bay Street & Broad Street
 - Riverside Avenue & Rosselle Street
 - State Street & Main Street
 - Union Street & Liberty Street
 - Bay Street at Laura Street
 - Hogan Street at Independent Street
 - Laura Street at Independent Street
 - Bay Street at Hogan Street
 - State Street at Jefferson Street
 - Union Street at Jefferson Street
 - Riverside Street at Jackson Street
 - Riverside Street at Leila Street
- 24-hour road tube counts at the following locations for a period of 5 days:
 - Bay Street - West of Hogan Street
 - Main Street - North of Bay Street
 - Main Street - South of Church Street
 - Matthews - Bridge Expressway East of Liberty Street
 - Riverside - Avenue North of Roselle Street
 - State Street - East of Ocean Street
 - State Street - West of Hogan Street
 - Union Street - West of Hogan Street
 - Jefferson Street – North of Monroe Street
- Bridge counts at the following locations will be taken from existing FDOT count stations:
 - Acosta Bridge
 - Matthews Bridge
 - Main Street Bridge
 - Fuller Warren Bridge
 - Hart Bridge

ATTACHMENT C
INTERSECTION LOS DEFINITIONS

Highway Capacity Manual, 2000

Signalized intersection level of service (LOS) is defined in terms of the average total vehicle delay of all movements through an intersection. Vehicle delay is a method of quantifying several intangible factors, including driver discomfort, frustration, and lost travel time. Specifically, LOS criteria are stated in terms of average delay per vehicle during a specified time period (for example, the PM peak hour). Vehicle delay is a complex measure based on many variables, including signal phasing (i.e., progression of movements through the intersection), signal cycle length, and traffic volumes with respect to intersection capacity. Table 1 shows LOS criteria for signalized intersections, as described in the *Highway Capacity Manual* (Transportation Research Board, Special Report 209, 2000).

Table 1. Level of Service Criteria for Signalized Intersections

Level of Service	Average Control Delay (sec/veh)	General Description (Signalized Intersections)
A	≤10	Free Flow
B	>10 - 20	Stable Flow (slight delays)
C	>20 - 35	Stable flow (acceptable delays)
D	>35 - 55	Approaching unstable flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	>55 - 80	Unstable flow (intolerable delay)
F	>80	Forced flow (jammed)

Unsignalized intersection LOS criteria can be further reduced into two intersection types: all-way stop-controlled and two-way stop-controlled. All-way, stop-controlled intersection LOS is expressed in terms of the average vehicle delay of all of the movements, much like that of a signalized intersection. Two-way, stop-controlled intersection LOS is defined in terms of the average vehicle delay of an individual movement(s). This is because the performance of a two-way, stop-controlled intersection is more closely reflected in terms of its individual movements, rather than its performance overall. For this reason, LOS for a two-way, stop-controlled intersection is defined in terms of its individual movements. With this in mind, total average vehicle delay (i.e., average delay of all movements) for a two-way, stop-controlled intersection should be viewed with discretion. Table 2 shows LOS criteria for unsignalized intersections (both all-way and two-way, stop-controlled).

Table 2. Level of Service Criteria for Unsignalized Intersections

Level of Service	Average Control Delay (sec/veh)
A	0 - 10
B	>10 - 15
C	>15 - 25
D	>25 - 35
E	>35 - 50
F	>50

ATTACHMENT D
SUBCONTRACTORS



*Environmental Engineers,
Scientists, & Planners*

water & air
RESEARCH, INC.

October 17, 2013

Mr. Rajesh Chindalur, Project Manager
Transportation Planning Department
King Engineering Associates, Inc.
6500 Bowden Road, Suite 230
Jacksonville, FL 32216

RE: Annual Air Quality Monitoring Report

Dear Mr. Chindalur:

Thank you for the opportunity to provide a cost proposal to prepare an annual air quality monitoring report for the Downtown Development Authority of the City of Jacksonville.

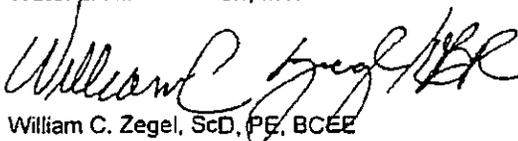
Water & Air will prepare an annual air monitoring report based on input from traffic monitoring and in accordance with the stipulations of the Consolidated Downtown DRI Development Order. Roadway intersections and links will be analyzed in accordance with the latest requirements promulgated by the Florida Department of Environmental Protection (FDEP) and US Environmental Protection Agency (EPA). Existing 2013 and estimated 2014 concentrations of carbon monoxide (CO) will be determined for intersections and links with the potential to exceed the applicable Florida and National Ambient Air Quality Standards.

The estimated cost for this work is \$7,500. This cost assumes that traffic and road information required by Water & Air will be provided in a timely manner.

If you have any questions or need additional information, please contact me by phone at (352) 359-1001 or by email at wzegel@waterandair.com. We look forward to working with King Engineering again.

Sincerely,

Water & Air Research, Inc.


William C. Zegel, ScD, PE, BCEE
Principal Engineer

6821 SW Archer Road
Gainesville, FL 32608
Voice: 352/372-1500
Toll Free: 1/800/242-4927
Fax: 352/378-1500
businessdev@waterandair.com
www.waterandair.com

REAL PEOPLE • REAL SOLUTIONS



All Traffic Data Services, Inc.
9660 W. 44th Ave,
Wheat Ridge, CO 80033,
303-216-2439 (tel),
303-278 2681 (fax)

All Traffic Data Services, Inc.
4301 Confederate Point Road #10
Jacksonville, FL 32210
(904) 707-8618

DBE Certified in Arizona, Colorado, Florida, Georgia, Idaho, Montana, Oregon, South Carolina, Utah, and Washington

Price Quote for Traffic Data Collection Services

Date: October 23, 2013

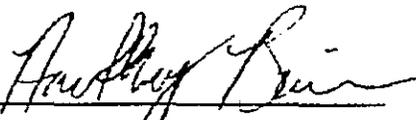
Project: Downtown Traffic Studies for year 2013 - 2014

Client: King Engineering Associates, Inc.

Contact: Rajesh Chindalur

Address: 6500 Bowden Road, Ste: 230, Jacksonville, Florida

Traffic Counts	Unit Price	Units	Total
5 Day, 24 hour Directional Hose Counts Includes BI-directional counts on Divided Roadways/Bridges and Ramps	\$350	9	\$3,150
TMC (7:00 – 9:00 AM & 4:00 – 6:00 PM) on a typical weekday	\$300	12	\$3,600
Total			\$6,750



Anthony Bolvin

All Traffic Data Services, Inc.

October 23, 2013

Date

EXHIBIT "J"
CONTRACT FEE SUMMARY

CONTRACT FEE SUMMARY FORMAT FOR JEDC
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL				
1. Project: Downtown DRI 2013-2014 AMR		2. Contract No.		
3. Name of Consultant: King Engineering Associates, Inc.		4. Date of Proposal: October 23, 2013		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hrs	Estimated Cost	TOTAL
Principal	\$63.44	18	\$1,141.92	
Project Manager	\$54.55	41	\$2,236.55	
Design Engineer	\$40.00	67	\$2,680.00	
Designer or Technician	\$29.09	170	\$4,945.30	
Drafter	\$21.82	24	\$523.68	
Clerical	\$18.18	18	\$327.24	
Total Direct Labor		338		\$11,854.69
6. Overhead (combined fringe benefit & administrative)				
Overhead Rate	150 % x Total Direct Labor	150%		\$17,782.04
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			\$29,636.73	
8. PROFIT: Labor Related Costs (Item 7)			x 10 %	\$2,963.67
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$400.00	
Reproduction			\$1,600.00	
Shipping / Mailing / Delivery			\$300.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$2,300.00
10. SUBCONTRACTS (Lump Sum)				
Air Quality Subconsultant (WAR, Inc.)			\$7,500.00	
Traffic Counts (All Traffic Data)			\$6,750.00	
SUB-CONTRACT SUB-TOTAL				\$14,250.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$49,150.40
11. REIMBURSABLE COSTS (Limiting Amount):				
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
SUB-TOTALS REIMBURSABLES				\$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF Services - NTE Amount (Items 5, 6, 8, 9, 10 and 11)				\$49,150.40

Manhour Estimate for Downtown DRI AMR

Task	Employee Classification						Total
	Principal	Proj. Mngr.	Des Eng	Des /Tech.	CADD	Clenclal	
Kickoff Meeting	1	0	1	0	0	0	2
Machine Counts Processing and Analysis	1	0	4	8	0	2	15
Turning Movement Counts Processing and Analysis	1	0	4	16	0	2	23
Forecasting	2	8	12	30	0	2	54
Analysis	2	8	12	30	0	2	54
Traffic Document	2	8	10	30	16	4	70
Screening Tests	1	2	0	8	0	0	11
Air Data Collection	2	4	0	8	0	0	14
Air Quality Model	1	1	0	8	0	0	10
Air Document	1	2	4	4	0	2	13
Annual Status Report	1	2	8	12	4	1	28
Monitoring Report Document	1	2	4	16	4	1	28
Final Presentation	2	4	8	0	0	2	16
TOTAL MANHOURS	18	41	67	170	24	18	338

Traffic Counts Fee Summary (All Traffic Data.):

5-day - Hose Counts	9	@	\$ 350.00	\$ 3,150
Turning Movement Counts (1 Person)	12	@	\$ 300.00	\$ 3,600
Total				\$ 6,750