

CS-14-95

RECEIVED

CONTRACT MANAGEMENT

CONTRACT APPROVAL FORM

2014 DEC 23 PM 4:21

(Contract Management Use only)

CONTRACT TRACKING NO.

cm 2209

CONTRACTOR INFORMATION

Name: Chindalur Traffic Solutions, Inc.

Address: 8515 Baymeadows Way, Suite 401 Jacksonville FL 32256
City State Zip

Contractor's Administrator Name: Rajesh K. Chindalur Title: President

Tel#: (904) 422- 6923 Fax: _____ Email: Chindalur@gmail.com

CONTRACT INFORMATION

Contract Name: DSAP Transportation Analysis Contract Value: \$8750.00

Brief Description: Transportation Analysis for Revised DSAP and PDP (Phase 1 of ENCPA)

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

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

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. [Signature] 12/19/14 04000000-115010
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 12/23/14 Reopen to reimburse county.
Contract Management Date
3. [Signature] 12-30-14
Office of Management & Budget Date
4. [Signature] 12-30-14
County Attorney (approved as to form only) Date

14 DEC 29 PM 12:37

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 1/5/15
Ted Selby Date

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

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

2015 JAN -5 PM 2:35

15 JAN -6 PM 4:04

15 JAN -2 AM 10:50

COUNTY MANAGER

RECEIVED

Chindalur Traffic Solutions, Inc.

Rajesh K. Chindalur, P.E., PTOE
President

8515 Baymeadows Way, Suite 401
Jacksonville, FL 32256
(904) 422-6923
Chindalur@gmail.com

Ms. Charlotte J. Young, CPPB

Contract Manager

Nassau County Contract Management

Nassau County, Florida

96135 Nassau Pl., Suite 6, Yulee, FL 32097

cyoung@nassaucountyfl.com

Re: Review – ENCPA's Revised DSAP Transportation Analysis

December 23, 2014

Dear Ms. Charlotte,

Thank you very much for this opportunity to present CTSi's proposal for the review of the ENCPA's Amended DSAP and PDP Transportation Analysis Studies that will be submitted to Nassau County, Florida.

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

If you have any questions or concerns, please do not hesitate to call me at (904) 422-6923

Sincerely,

Chindalur Traffic Solutions, Inc.



Rajesh K. Chindalur, P.E., PTOE

Enclosures: CC: Proposal File



AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this 5th day of January 2014 by and between the Consultant, CHINDALUR TRAFFIC SOLUTIONS, INC. (CTSi), 8515 Baymeadows Way, Suite 401, Jacksonville, FL 32256 (hereinafter referred to as "CTSi") and Nassau County Planning Department, 96161 Nassau Place, Yulee, FL 32097 (hereinafter referred to as "CLIENT") on the terms and conditions listed below.

Project No.: _____ Project Name: Review of ENCPA's Amended DSAP and PDP Transportation Analysis

Record Owner of Property (if not CLIENT): _____
 (CLIENT understands and agrees that, if the CLIENT is not the Record Owner of the property, CTSi 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 – Scope of Services"

I. FEES:

The Compensation to be paid CTSi for providing the requested services is as follows:

- (1) A Lump Sum Charge See "Attachment B – Compensation"
- (2) Current Hourly Rates _____
- (3) Not to exceed Time and Expenses charge of \$ See "Attachment B – Compensation"

Fees outlined in this Agreement are subject to change from time to time. 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 CTSi's out-of-pocket expenses, which shall be charged at cost plus a 10% 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 ENGINEERS, 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 CTSi's tasks are completed earlier. CLIENT will notify CTSi if the Project invoice address is different from CLIENT's main office address. Invoices are due and payable within 45-days from receipt of invoice. 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 CTSi 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 45 days, CTSi 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 CTSi. 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:

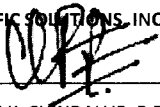
1. Basic Services - This Agreement provides for the performance of services referred to as "Basic Services" (See Attachment A). The requirements for performance of said services are limited to these services explicitly stated in the Agreement. Any services that are required which are not covered in this Agreement shall be considered "Additional Services" and shall qualify for additional compensation at CTSi's current hourly rates.
2. Authorization to Proceed - Execution of this Agreement by the CLIENT will be authorization for ENGINEER to proceed with the services, unless otherwise provided for in this Agreement.
3. Cost Opinions - Any cost opinions or Project economic evaluations provided by CTSi will be on the basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, CTSi 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 CTSi's current hourly rates.
4. Confidentiality - All financial, statistical, personal, technical, or other data and information relative to the CTSi's operations, which are designated confidential by CTSi and made available to the CLIENT in order to carry out this Agreement, shall be protected by the CLIENT from unauthorized use and disclosure, and shall not be made available to any individual or organization by CLIENT without the prior written approval of CTSi. Permission to disclose information on one occasion, or public hearing held by CTSi relating to this Agreement, shall not authorize the CLIENT to further disclose such information, or disseminate the same on any other occasion. All information related to the construction estimate is confidential, and shall not be disclosed by the CLIENT to any entity other than CTSi. Any subcontract entered into by CLIENT relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "CLIENT" where it appears in this Article.
5. 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, CTSi 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.
6. Limitation of Liability; Waiver of Consequential Damages - To the maximum extent permitted by law, CTSi's liability for CLIENT's damages will not exceed the compensation received by CTSi under this Agreement. CTSi 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 CTSi. The limitations of liability will apply whether CTSi'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 CTSi'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, CTSi's liability for the services can be increased. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, CTSi 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.

- 7. 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. It is the intent of the parties to provide CTSi the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect.
- 8. 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.
- 9. 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) Duval County, Florida shall be the sole and exclusive venue for such litigation, except in cases where CTSi has a construction lien against real property located in a county other than DUVAL 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.
- 10. No Third Party Beneficiaries - This Agreement gives no rights or benefits to anyone other than the CLIENT and CTSi and has no third party beneficiaries.
- 11. Ownership and Use of Documents and Electronic Data - All documents and electronic data (including but not limited to drawings and specifications) prepared by ENGINEER are instruments of service and owned/Leased by CTSi. CTSi 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 CTSi for services performed hereunder. Such documents and electronic data may not be used on any other project without CTSi's prior, written consent, which consent may be withheld by CTSi at its sole discretion and which consent may be conditioned upon further payments to CTSi. CLIENT recognizes and agrees that it may only rely upon documents in printed form, signed and sealed by CTSi; 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 CTSi from all claims and damages related to or arising from the unauthorized use of CTSi's instruments of service.
- 12. CLIENT Supplied Data - Information, data, studies, plans, etc. provided to CTSi by the CLIENT or the CLIENT's ENGINEERS, consultants, agents, etc. will be relied upon by CTSi as being accurate and correct. Unless specifically noted in the Scope of Services, CTSi will not verify the accuracy or correctness of these documents and will not be held responsible, in any way, for errors, additional work, etc. brought about by its reliance on these documents.
- 13. Agency Requirements - Services required due to additional laws, regulations, or policies promulgated by government agencies subsequent to the date of this Agreement shall be considered "Additional Services" and shall qualify for additional compensation (as described in Section IV.1).
- 14. Operations/Maintenance - CLIENT recognizes and agrees that the facilities designed and/or permitted by CTSi 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 CTSi from any claims which directly or indirectly arise out of the operation or lack of maintenance of such facilities
- 15. 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.
- 16. **FLORIDA STATUTE §558.0035 LIMITATION OF LIABILITY - PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE § 558.0035, THE INDIVIDUAL DESIGN PROFESSIONAL EMPLOYEES OR AGENTS OF CTSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT, PROVIDED SUCH DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT. CTSI MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT.**

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

CHINDALUR TRAFFIC SOLUTIONS, INC.

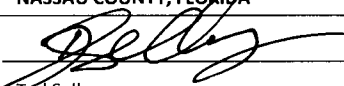
SIGNED: 

TYPED NAME: RAJESH RAMN K. CHINDALUR, P.E., PTOE

TITLE: PRESIDENT

DATE: 12/23/2014

CLIENT: NASSAU COUNTY, FLORIDA

SIGNED: 

TYPED NAME: Ted Selby

TITLE: COUNTY MANAGER

DATE: 1/5/15

08/07/2014

ATTACHMENT "A"- SCOPE OF SERVICES

Review of ENCPA's Amended DSAP Transportation Analysis and PDP Transportation Analysis
Nassau County, Florida

Introduction: The ENCPA developer is proposing some changes to land uses along with its reallocations within the DSAP including some modifications to the internal roadway network and resubmitting the amended DSAP transportation impact analysis and a PDP Transportation Impact Analysis. This scope is to review (behalf of Nassau County) the parameters and the results included in the amended DSAP Traffic Impact Study/PDP Transportation Impact Analysis and provide any comments accordingly.

The review of Amended DSAP Traffic Impact Study will include the following tasks:

1. Review the NERPM4 travel demand model for reasonableness in revisions to the study area roadway network and socio-economic data compared to the original approved study (anticipated to obtain North Florida TPO's assistance to run the NERPM4 model due to CUBE software compatibility issues)
2. Review the traffic distribution and assignment at study area intersections
3. Review minor adjustments to the planned and programmed improvements considered in the study
4. Review revised trip generation rates
5. Review the revised analysis results and verify the improvements recommend to the study area roadway networks

The review of Amended PDP Transportation Impact Analysis will include the following tasks:

1. Review the link analysis (Daily) of the following study area roadway segments:
 - a. SR200/A1A from Edwards Road to I-95
 - b. SR200/A1A from I-95 to William Burgess Boulevard
 - c. SR200/A1A from William Burgess Boulevard to Old Yulee Road
2. Review capacity analysis at the following study intersections (AM and PM peak under year 2017, 2019 and 2024 conditions):
 - a. SR200/A1A at I-95 SB Ramps
 - b. SR200/A1A at I-95 NB Ramps
 - c. SR200/A1A at William Burges Boulevard
3. A memorandum summarizing the review findings and recommendations will be provided to Nassau County Planning Department.

Applicant is requested to provide relevant electronic files such as Travel Demand Model files (NERPM), summary of modifications and additions to the socio-economic data parameters and Intersection Capacity Analysis (HCS and Synchro/SimTraffic) files.

Schedule: The review of the revised transportation analysis will be provided within 3 to 4 weeks from the date of NTP or the date the revised traffic study and relevant electronic files are made available to Chindalur Traffic Solutions, Inc.

ATTACHMENT "B" - COMPENSATION
Review of ENCPA's Revised DSAP Transportation Analysis
Nassau County, Florida

METHODS OF COMPENSATION

Lump Sum Fee

The Client agrees to compensate CTSi for the professional services called for under Attachment "A" to this Agreement at the Fees as specified below:

<u>Services</u>	<u>Fee</u>
Review of NERPM Travel Demand Model Parameters	\$1,875.00
Review ENCPA's Amended DSAP and PDP Transportation Analysis (Includes 5 hours of project co-ordination and 2 hours of meeting time)	\$6,875.00
Reimbursable out of pocket expense (Cost plus 10%, Initial not to exceed)	\$165.00
Total CTSI	\$8,915.00

Miscellaneous Services

- A. **Additional Services:** Additional services include any other services requested by the Client that are not described in the Scope of Services.
- B. **Project Coordination/Meetings:** Any additional Project Coordination/Meetings (in addition to the above listed hours) with the Civil Engineer, Client or City/County will be conducted on an hourly basis.
- C. **Reimbursable (T/M/E):** Reimbursable expenses associated with professional services provided will be billed at cost plus 10%.