

CS-16-125

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2400

## 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, P.E., PTOE Title: President

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

## CONTRACT INFORMATION

Contract Name: Agreement for Professional Services Contract Value: \$7,075.00

Brief Description: Review - ENCPA's Wildlight Commerce PDP Transportation Analysis

Contract Dates : From: Approval to: TBD Status:  New  Renew  Amend#  WA Task Order

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

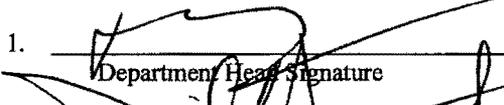
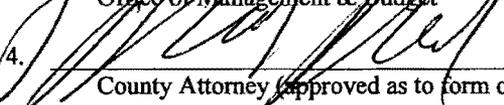
17 FEB - 10:45

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

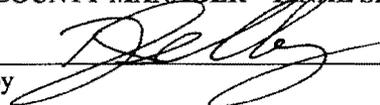
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |   |                |  |
|----|---|----------------|--|
| 1. |  | <u>1/26/17</u> | <u>Planning &amp; Economic Opportunity</u>   |
|    | Department Head Signature   | Date           | Submitting Department  |
| 2. |  | <u>1/26/17</u> | <u>04000000-115010</u>   |
|    | Contract Management   | Date           | Funding Source/Acct #  |
| 3. |  | <u>1/27/17</u> | <u>County to be reimbursed by -<br/>Rayonier. Planning &amp; Economic<br/>Opportunity requests payment<br/>5/26/17</u> |
|    | Office of Management & Budget   | Date           |  |
| 4. |  | <u>1/31/17</u> |  |
|    | County Attorney (approved as to form only)  | Date           |  |

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

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby  2/2/17  
 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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017 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 Wildlight Commerce 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 See "Attachment C" – Hourly Rate Schedule
(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.

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.

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.

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).
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.
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.
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.
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.

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: 01/09/2017

CLIENT: NASSAU COUNTY, FLORIDA  
  
SIGNED: \_\_\_\_\_  
TYPED NAME: Ted Selby  
TITLE: COUNTY MANAGER  
DATE: 2/3/17

08/07/2014

**ATTACHMENT "A"- SCOPE OF SERVICES**

Review of ENCPA's Wildlight Commerce Park PDP Transportation Analysis  
Nassau County, Florida

**Introduction:** The ENCPA developer is proposing Wildlight Commerce PDP on the northwest quadrant of SR 200/A1A and US 17 in Nassau County, FL. Transportation analysis summarizing the impacts of the proposed development have been submitted to Nassau County for review and approvals. This scope is to review (behalf of Nassau County) the parameters and the results included in the PDP Transportation Impact Analysis and provide any comments accordingly. CTSi's review of the Transportation Impact Analysis report will include the following:

**Task A: The review of Wildlight Commerce PDP Traffic Impact Study will include the following tasks:**

1. Review of NERPM-ABM Parameters used in the model run
2. The project traffic distribution appears to have been hand adjusted at the study intersections. A review of this traffic distribution and assignment at study area intersections
3. Review of planned and programmed improvements considered in the study
4. Review trip generation rates
5. Review the analysis results and verify the improvements recommend to the study area roadway networks

*Wildlight Commerce DM 1/26/17*

**Task B: The review of ~~Chester Road~~ PDP Transportation Impact Analysis will include the following tasks:**

1. Review the link analysis (Daily) of the following study area roadway segments (Under year 2016, Phase 1 2021 and Phase 2 2026 conditions):
  - a. SR200/A1A from
    - a. I-95 to Old Yulee Road
    - b. Old Yulee Road to US 17
    - c. US 17 to Miner Road/Felmor Road
  - b. Pages Dairy Road
    - a. US 17 to Felmor Road
  - c. US 17
    - a. Sowell Road to SR 200/A1A
    - b. SR 200/A1A to Pages Dairy Road
2. Review capacity analysis at the following study intersections (AM and PM peak under year 2016, Phase 1 2021 conditions and Phase 2 2026 Conditions (background and build-out):
  - a. SR200/A1A at Project Driveway
  - b. SR 200/A1A at Pages Dairy Road
  - c. US 17 at Pages Dairy Road
  - d. SR 200/A1A at William Burgess Boulevard
  - e. SR 200/A1A at Old Yulee Road
  - f. SR 200/A1A at US 17
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-ABM), 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 weeks from the date of NTP or the date relevant electronic files are made available to Chindalur Traffic Solutions, Inc.

**ATTACHMENT "B"- COMPENSATION**  
Review of ENCPA's Wildlight Commerce Park PDP 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 Wildlight Commerce PDP Transportation Analysis (Tasks A & B) (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)	\$200.00
<b>Total CTSi</b>	<b>\$7,075.00</b>

**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%.



## Chindalur Traffic Solutions, Inc.

*"Providing Quality and Cost Effective Traffic and Transportation Planning and Design Services"*

### Attachment C – Standard Hourly Rate Schedule

Effective Date: January 01, 2017

The following rates for personnel apply to any additional, requested services or hourly rate agreements in accordance with General Conditions. These rates shall be held for at least one year.

- Professional Engineer (P.E) \$165.00 per hour
- Project Engineer/Sr. Designer \$110.00 per hour
- Designer/Sr. CAD Technician \$95.00 per hour
- CAD Technician \$65.00 per hour
- Clerical \$50.00 per hour

Note: All reimbursable expenses shall be invoiced at 1.15 times the cost.