

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GREEN COVE SPRINGS AND  
GANNETT FLEMING, INC**

**THIS AGREEMENT** is awarded and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2022** between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and Gannett Fleming, Inc. 10161 Centurion Parkway North, Suite 300 Jacksonville, FL 32256, a Florida Corporation, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH**

**WHEREAS**, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform services as further described hereinafter as Transportation Mobility Plan Preparation Services and

**WHEREAS**, the CONTRACTOR hereby certifies that they have been granted and possesses all necessary, valid, current licenses/certifications to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

**WHEREAS**, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

**WHEREAS**, all parties hereto agree with all terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

**ARTICLE 1.00 - DEFINITIONS**

The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

**1.01** **AGREEMENT** - As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.

**1.02** **AMENDMENTS** - Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Article 23.00.

**1.03** **"CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORS or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.

**1.04** **"CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

**1.05** **"PARTIES"** CITY and the CONTRACTOR as defined hereinabove.

**1.06** **"PROFESSIONAL SERVICES"** all services, work, materials and other professional, technical and administrative activities as set forth in **Exhibit A**, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORS the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.

**1.07** **"PROJECT MANAGER"** the CITY's Planning and Zoning Director or designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.

**1.08** **"SUB-CONTRACTOR"** any individual or firm who offers professional services to the CONTRACTOR, to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered by the CONTRACTOR and any and all SUB-CONTRACTORS.

**1.09** **ADDITIONAL DEFINITIONS - RESERVED**

**ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES**

The CONTRACTOR agrees to provide to the CITY the services identified in **Exhibit A** under the price schedule contained therein and under the established timeline below:

**PRELIMINARY SCHEDULE\***

<b>Task</b>	<b>Preliminary Estimated Timeline</b>
TASK 1: Project Management	September 23, 2022
TASK 1.1: Agency Coordination	September 23, 2022
TASK 1.2: Stakeholder and Public Engagement	September 23, 2022
TASK 2: Goals and Objectives	September 23, 2022
Task 3: Comprehensive Plan Update	October 14, 2022
Task 4A: Update Regional Model	October 21, 2022
Task 4B: Trip Distribution Analysis	October 21, 2022
Task 5: Deficiency Analysis	October 21, 2022
Task 6: Project Identification and Cost Estimates	November 4, 2022
Task 7: Base Mobility Fee	November 25, 2022
Task 8: Credits	December 2, 2022
Task 9: Deliverables	December 9, 2022

\*■ Contingent upon confirmation of availability of participating individuals and groups. Schedule may be modified contingent upon availability.

### **ARTICLE 3.00 - TERM**

The Agreement Term shall commence upon execution of this agreement and shall end on December 31, 2022.

### **ARTICLE 4.00 FUNDING**

This Agreement or any amendments hereto shall be subject to annual funding availability within the City's budget.

### **ARTICLE 5.00 - OBLIGATIONS OF THE Contractor**

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

#### **5.01 LICENSES**

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses/certifications as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

#### **5.02 PERSONNEL**

(1) Qualified Personnel - The CONTRACTOR agrees to employ and/or retain only qualified personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.

(2) CONTRACTOR's Project Manager - The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.

(3) Sub-CONTRACTORS – If the CONTRACTOR utilizes SUBCONTRACTORS to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

#### **5.03 STANDARDS OF PROFESSIONAL SERVICE**

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

#### **5.04 INDEMNIFICATION**

(1) The CONTRACTOR shall be, liable for any and all damages, losses, and expenses incurred by the CITY to the extent caused by the negligent errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or SUBCONTRACTOR(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.

(2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, and

hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees to the extent caused by the CONTRACTOR'S negligent errors, omissions, or delay(s), or those of any and all sub-consultants and/or SUBCONTRACTORS engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

**5.05 NOT TO DIVULGE CERTAIN INFORMATION**

During the term of this Agreement and forever thereafter and except for the provisions of paragraphs 16 and 18 below, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

**ARTICLE 6.00 - OBLIGATIONS OF THE CITY**

**6.01 AVAILABILITY OF CITY INFORMATION**

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, to assist the CONTRACTOR in providing and performing the professional services required herein. Such information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

**6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES**

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period, to written requests submitted by the CONTRACTOR.

**ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT**

**7.01 COMPENSATION AND METHOD OF PAYMENT**

For the professional services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR per the pricing schedule shown in **Exhibit A**. The Contractor shall be allowed one approved draw per month during the term of the contract. Payments are net 30 per State quick pay rules.

**7.02 PAYMENT WHEN SERVICES ARE TERMINATED**

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.

(2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

**7.03 PAYMENT WHEN SERVICES ARE SUSPENDED**

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

**ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE**

**8.01 TIMELY ACCOMPLISHMENT OF SERVICES**

The timely and expeditious completion, by the CONTRACTOR, of all professional services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner. Time of completion agreed to for this project is May 31, 2022.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to in **Exhibit A**, the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. Requests for changes to **Exhibit A** that are denied by the PROJECT MANAGER shall be further reviewed as proposed contract Amendments pursuant to Article 23.00.

## **8.02 FAILURE TO PERFORM IN A TIMELY MANNER**

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

## **ARTICLE 9.00 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its SUBCONTRACTORS, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will decide in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

## **ARTICLE 10.00 - ASSIGNMENT/TRANSFER**

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved as an amendment pursuant to Article 23.00.

## **ARTICLE 11.00 - APPLICABLE LAW/VENUE**

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida.

## **ARTICLE 12.00 - WAIVER OF BREACH**

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

### **12.01 JURY TRIAL WAIVER**

Each Party waives the right to trial by jury on any issues or suits arising hereunder.

## **ARTICLE 13.00 - INSURANCE COVERAGES**

### **13.01 GENERAL REQUIREMENTS**

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect it from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by

himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts.

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes  
Product Liability: \$ 100,000 single/\$ 500,000 aggregate  
General Liability: \$ 100,000 single/\$ 500,000 aggregate  
Commercial General Liability: \$ 1,000,000 combined single limit  
Automobile Liability: \$ 500,000 combined single limit  
Owned  
Hired  
Non-owned  
Current Form/Comprehensive Form  
Premises Operations  
Explosion and Collapse Hazard  
Underground Hazard  
Products/Completed Operations Hazard  
Contractual Insurance  
Broad Form Property Damage  
Independent CONTRACTORS



The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarity to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the CITY.

The CITY shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the CITY before the commencement of any work activities.

#### **ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR**

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

#### **ARTICLE 15.00 - REPRESENTATION OF THE CITY**

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or authorized by this agreement or any Amendments hereto.

#### **ARTICLE 16.00 - MAINTENANCE OF RECORDS**

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the CITY.

#### **ARTICLE 17.00 - RESERVED**

**ARTICLE 18.00 – PUBLIC RECORDS REQUIREMENTS**

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

The CONTRACTOR, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with this Contract. Specifically, the CONTRACTOR must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being performed by the CONTRACTOR.
- (2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the CITY for all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.  
The City’s point of contact for all Public Records requests is Erin West, City Clerk,  
ewest@greencovesprings.com.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR’s response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

**ARTICLE 19.00 - HEADINGS**

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

**ARTICLE 20.00 - RESERVED**

**ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD**

**21.01 NOTICE BY CONTRACTOR TO CITY**

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

*The City of Green Cove Springs*  
*City Hall - Development Services –Attn: Heather Glisson*  
*321 Walnut Street*  
*Green Cove Springs, Florida 32043*

**21.02 NOTICES BY CITY TO CONTRACTOR**

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record:1615 Edgewater Drive, Suite 200, Orlando, FL 32804, Attn: John Jones

**21.03 CHANGE OF ADDRESS OF RECORD**

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 20.01, above.

**ARTICLE 22.00 - TERMINATION**

**22.01 GENERAL PROVISIONS**

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 20.00 above.

**22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

**22.03 CONTRACTOR TO DELIVER MATERIAL**

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents or papers, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

**ARTICLE 23.00 - AMENDMENTS**

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

**ARTICLE 24.00 ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

**ARTICLE 25.00 - ACCEPTANCE**

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, **2022**.

**CITY OF GREEN COVE SPRINGS, FLORIDA**

**CITY OF GREEN COVE SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Matthew Johnson, Mayor

By: \_\_\_\_\_  
Steve Kennedy, City Manager

ATTEST: \_\_\_\_\_  
Erin West, CITY CLERK

Approved as to form only:

\_\_\_\_\_  
L.J. Arnold III, CITY ATTORNEY

**CONTRACTOR –**

By: \_\_\_\_\_  
Jeanette Berk, Senior Planning Manager

\_\_\_\_\_  
Witness as to CONTRACTOR

EXHIBITS

# City of Green Cove Springs

## Develop a Mobility Plan



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# MOBILITY PLAN

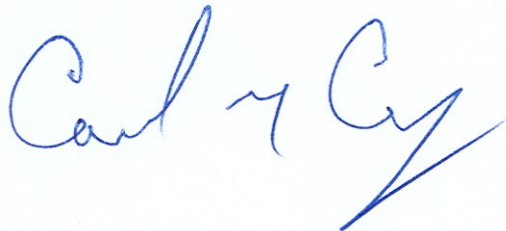
Gannett Fleming, Inc. And RSG are well known for their modeling and planning capabilities not only in the state of Florida but also nationwide. As such, we are eager to provide the City of Green Cove Springs with the needed technical modeling and planning activity support to develop a Mobility Plan. Our staff members have backgrounds in civil engineering, planning, economics, environmental science, policy, statistics, and computer science.

We wish to highlight our innovative use of the Northeast Regional Planning Model (NERPM) to provide a solid quantitative basis supporting the dual rational nexus requirement. RSG, under contract with the Northeast Florida Transportation Planning Organization (TPO), developed the NERPM, while Gannett Fleming has provided oversight in the development of the model for the Jacksonville Transportation Authority (JTA). As such our staff is intimately familiar with this advanced Activity Based Model. We believe the unique capabilities of NERPM can be harnessed to deliver the solid quantitative foundation the County's updated Roadway Impact Fees will require.

Jeanette Berk will serve as project manager, and will oversee the technical economic analysis, traffic and trip generation, and overall impact fee development, as well as the technical travel modeling effort that is central to our approach. Our team has the experience and quantitative skills, and a national perspective, providing the City a depth of resources.

We look forward to talking with you about our proposal.

Sincerely,



Carlos M. Cejas, PE  
Vice President



# INTRODUCTION

Gannett Fleming, Inc. and RSG are well known for their modeling and planning capabilities not only in the state of Florida but also nationwide.

As such we are eager to provide the City of Green Cove Springs with the technical modeling and planning support to develop a mobility fee and mobility. This effort would leverage the adjacent mobility plan project for Clay County and specifically harness the travel demand modeling synergies.

The mobility plan will define the need for additional transportation investment, specifically multimodal, document the standards of service and rational for additional capacity, and the nexus between the payees of the mobility fee and the beneficiaries.

The mobility fee will be based on the current North Florida Transportation Planning Organization (TPO) Year 2045 Long Range Transportation Plan (LRTP).

## PROJECT MANAGEMENT

This project will be managed locally by Jeanette Berk of Gannett Fleming, Inc. She has a long history of successful delivery and coordination within North Florida and across the state. Jeanette will be the day to day point of contact and establish the schedule and milestones with the City and the project team. Jonathan Slason of RSG will be the technical lead for the analysis and development of the mobility fee.

The scope of work presented below describes tasks and activities that will be undertaken to deliver an effective 2045 Mobility Plan Study. Each task summarizes the general approach and the outcomes.

### Agency Coordination

The project team will coordinate as necessary with several agencies, organizations, and ongoing city planning initiatives, including:

- Clay County
- North Florida Transportation Planning Organization (NFTPO)
- Jacksonville Transit Authority (JTA)
- Florida Department of Transportation (FDOT), District 2

### Stakeholders and Public Engagement

Mobility plans have a focus that incorporates cars and multi modal mobility options into a suite of transportation choices. As a visionary 25-year document, it is important

to look forward and plan for transportation investments that can provide multimodal, person focused, travel capacity.

The city staff shall organize and facilitate any public outreach and create an initial list of stakeholders. Public outreach will be accomplished through City Council committees and hearings. The project team will work with the city staff and interested stakeholders to inform the range of potential investments to be considered in the mobility plan. It is anticipated in this scope that there will be three public/stakeholders' meetings and two presentations to the City Council.

## Scope of Work

### Goals and Objectives of Mobility Projects

Key goals and objectives from the latest Comprehensive Plan will guide the types of investments considered within the Mobility Plan.

Multimodal transportation investments to meet the mobility needs of the current and future residents and employees of the City of Green Cove Springs will be identified. Future users will contribute towards their portion of the capacity by allocating fees based on their generation of vehicle miles traveled (VMT) or person miles traveled (PMT). Moving users to non-motorized, or more efficient modes (more people per vehicle) can reduce the growth in VMT and decrease traffic congestion.

### Comprehensive Plan Update

This task involves review and the development of proposed Comprehensive Plan language updates. For example, the shift to a Mobility Plan removes the concurrency requirements using Highway Capacity Manual (HCM) delay-based Level of Service (LOS) that can be replaced with multimodal LOS or walking or biking QLOS prioritized over vehicular LOS. The Capital Improvements Element retains the LOS "D" requirement for all streets in the city which may be reconsidered in order to determine a service standard that would support the multimodal investments expected to be funded with mobility fees.

Specifically, given the costs and the impacts to the community if the principal arterials were widened to accommodate a LOS D in the future there needs to be alternatives to the automobile developed to meet the mobility needs of the community.

The Mobility Plan will summarize the deterioration of the standards of service in the current transportation system due to additional growth and land use development and discuss how future conditions can be monitored and improved with subsequent mobility plan updates.

### Update Regional Travel Demand Model

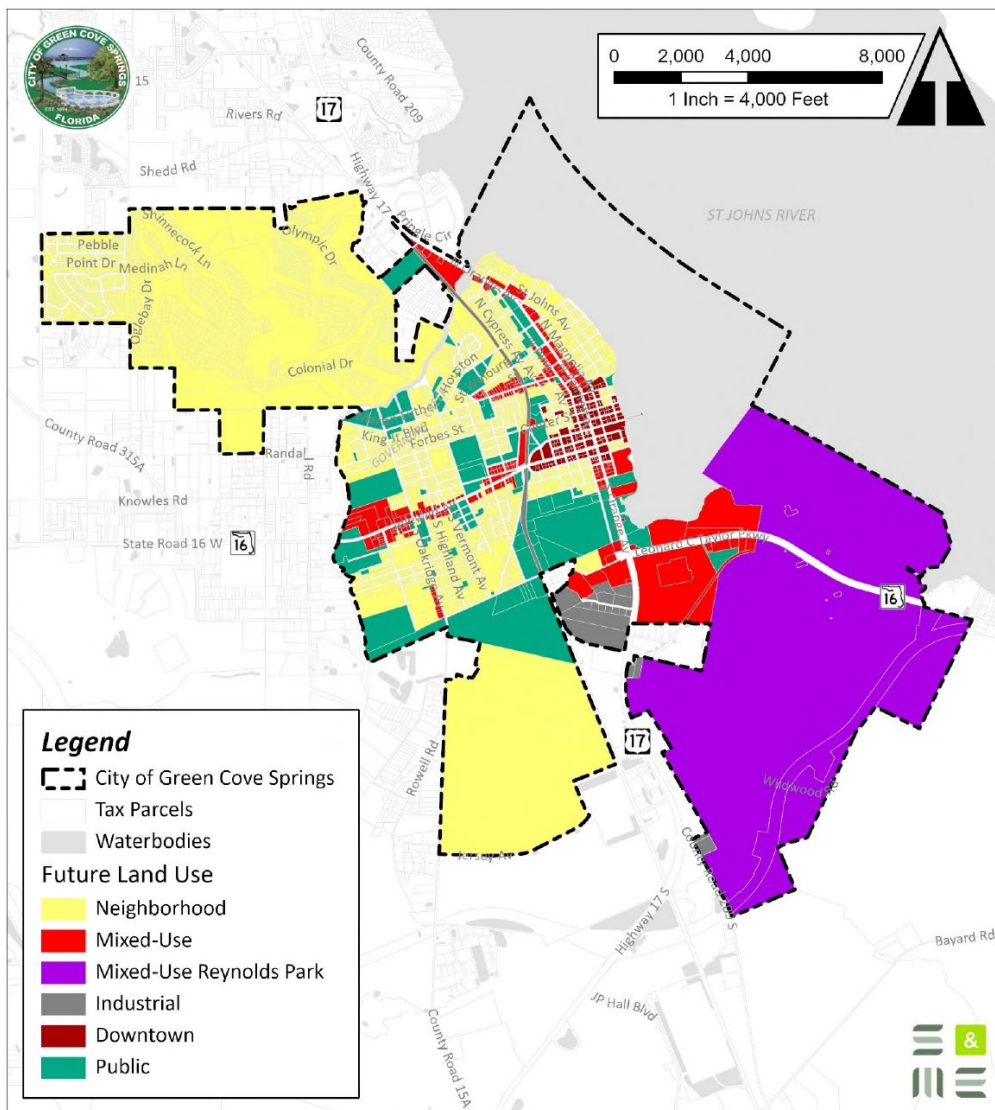
This task involves updating the zone and transportation system in the northwest portion of the city to account for the recently annexed land. The adopted Northeast

Florida Regional Model (NERPM) with a base year of 2015 and a horizon year of 2045 will be used for this study.

The future 2045 model will require updates to the forecast socio-economic data inputs. Refinements will need to be made to the base year and the future year zone structure and transportation network.

The model will then be required to be re-run with the changes in the 2015 and 2045 scenarios to produce the trip lengths and the PMT for Green Cove Springs. The 2045 Future Land Use map is shown below (figure from Comp Plan Update).

Map I - 8. Future Land Use Map, 2045



Sources: City of Green Cove Springs, Clay County, Clay County Property Appraiser, S&ME, 2021.

### Trip Distribution analysis

Obtain person miles traveled from the NERPM, as well as vehicle miles traveled for internal to internal, external to external, and all external to internal/internal to external traffic flows. It is anticipated that the road network within the City of Green Cove Springs will be further defined, which would be assessed in a future model run for 2045.

The portion of PMT and VMT growth occurring within the overall Clay County region and that within the City of Green Cove Springs will be estimated. The travel model accounts for the anticipated changes in land use within the City and in the overall north Florida region. The model also includes a forecast mode share that will form the basis for any post processing to account for specific modal investments in the mobility plan.

The model can provide peak hours, such as the PM peak which is currently used in the concurrency or a daily estimate of travel demand. The period of analysis shall be confirmed by the City and project team. There are benefits and disadvantages of both, however, many communities have benefited from the simplicity of using the generalized Q/LOS tables on daily vehicle capacity (volume to capacity ratio) as a metric for assessing operations.

The trip lengths for trips originating and destined for travel analysis zones (TAZs) within the City will be assessed for use within the mobility fee.

### **Deficiency analysis**

The travel model will generate an estimate of new vehicle and person trip miles on the assessed travel network. For these roads an estimate of volume to capacity (VC) will be estimated for the period of analysis (PM peak or daily).

The existing base network in the calibrated 2015 travel demand model will have fewer roads than the refined future road network. It may be in the interest of the City to obtain some observed traffic counts throughout the City to estimate both the current peak hour and daily vehicle demands. These observed data can be compared to the same estimates of capacity from the FDOT Q/LOS manual. Some local streets are unlikely to have vehicle capacity issues, rather it is the case that some streets need to be upgraded to account for additional multimodal travel (i.e., sidewalks).

The current VC based LOS target of D will be reconsidered in the City's effort to shift away from concurrency and transition to a Mobility Fee. In this way the deficiency analysis will concentrate on the amount of person mile capacity offered today vs in the future. The deficiency will be addressed by identifying new capacity (i.e., new projects) that mitigate the deficiency and support the goals of the Comprehensive Plan.

In addition to operational capacity, other elements can be considered in the identification of deficiencies to guide future improvements. These can include where capacity investment can improve other comprehensive plan goals such as health and

safety including crash risks, provide mobility for those with less income or may not have access to vehicles, and other related aspects to support multimodal travel. The City and Stakeholders can also identify where needs exist for additional transportation investment.

The Comprehensive Plan has maps and analysis showing the 2045 forecasts that include the effects of the First Coast Expressway. These forecasts will be reviewed in the new modeling done in this work as well as investigations of changing the land uses potentially in the south and north of downtown.

### **Project identification and Cost Estimates**

The project team will work with the City and Stakeholders to identify transportation investments that will add multimodal capacity to the system. The project team will facilitate a meeting (remotely) to review any previously identified projects and engage with others who may have other concepts to consider. This process could involve incorporating previously planned projects, having the project team develop new concepts, and lastly, engaging with advocates and other stakeholders to develop a list of possible projects.

The project team will assess the projects for the degree of benefit to the system and the ability to provide mobility to the future city residents and employees. A basic prioritization system will be devised and reviewed with the City. Planning level costs will be developed for these projects using available FDOT, Clay County, and City information from recently completed projects and historical records. The City and FDOT will be asked to provide recent cost estimates to inform the development of the costs used in the mobility fee.

The task of any mobility plan often results in a needs list that is beyond the community's willingness to pass along as a cost to develop. However, it is further acknowledged that there is now a cost reduction due to the predictability in permitting and the removal of many concurrency requirements. The project team will confirm the legal requirements that no excess capacity is being funded than what is required to offset the impact of new land use development. Even still, there will likely have to be a prioritization and narrowing of the project list. This task is often time consuming and often iterative between the project team, the City, and stakeholders to arrive at a prioritized project list that will inform the base mobility fee.

### **Base mobility fee**

The mobility fee is designed to be responsive to the type of land use, the underlying characteristics of the area that affect trip length as well as travel mode. The result is a vehicle or person miles traveled generated by each land use change. This quantity of growth, i.e., vehicle miles traveled is forecast for 2045 using the regional model.

The base mobility fee is simply the cost of the capacity divided by the unit of growth.

$$\text{Mobility Fee} = [(\text{Cost of Applicable Infrastructure} - \text{Other Funding}) / \text{Change in PMT}] - \text{Credits}$$

The team proposes that PMT is the unit of growth. Each land development proposal will generate PMT that will financially contribute to a multimodal suite of options that will provide options for all users to travel by the best means for them. This will inherently free up road capacity as some users are able to shift to non-road travel or to public transit.

Personal and vehicle trips can be monitored for any given land development site and trip lengths can be roughly estimated. Predictions for PMT can be estimated at the individual site level by using the Institute of Transportation Engineers Trip Generation manual to forecast the number of trips and this mobility fee analysis to assess the trip length.

$$\text{Fee Paid by a Land Use Change} = \# \text{ of Daily Person Trips} \times \text{Avg. Trip Length} \times \text{Mobility Fee}$$

The City of Green Cove Springs has a relatively small geographic footprint within Clay County which limits the actual length of travel any one resident or employee has within the City boundaries. As such, there will be an estimation based on land use and mode that may influence the amount of PMT that occurs with the City versus Clay County.

In the absence of any formal revenue sharing agreement, any land use development within the city might collect only a fraction of the total PMT estimated to be generated since the other portion would be impacting the county's transportation network. This also works in reverse, where any development occurring outside of the city may result in new traffic along the City of Green Cove Springs' streets, but that land would only be assessed the county specific mobility fee estimated.

This issue can be partially addressed by assessing what portion of new PMT in the general City of Green Cove Springs area is generated outside in the unincorporated county versus within the City of Green Cove Springs. The travel demand model can be used to develop a revenue sharing agreement to account for land use development in either jurisdiction and the related traffic. The project team assumes that this agreement would be of interest to the City and is part of this scope of work. This agreement is pragmatic yet remains uncommon among impact fee and mobility fee studies. The detailed use of the regional travel demand model in this case enables the greater degree of confidence in travel behavior to support such an agreement.

### **Credits**

The project team will develop a mechanism for providing credits which can be offset from impact fees to reduce the possibility for users to pay for the same capacity more than once. There are three primary areas of credits to consider within this study:

- Concurrency and Developer Excise Fees.

- Revenue Credits.
- Possible Future Revenue Credits.

As the County is looking at a variety of methods to close the funding gap between identified infrastructure needs and anticipated future revenue it is important that not all funding sources are assessed in isolation.

### **Concurrency and Developer Excise Fees**

This credit accounts for impact fee reductions if an individual development builds or pays for improvements that were slated for impact fee funds. If the cost of the infrastructure was less than anticipated through impact fees, then the developer would be able to recoup future impact fees from the County for the cost differential.

These credits are on a case-by-case basis and coded into ordinance rather than in the impact fee methodology.

### **Existing Revenue Credits**

The project team will meet with City officials to confirm their use of collected taxes and whether for the purposes of this study they anticipate that any existing revenue sources will be altered.

Local Government Infrastructure Surtax is currently the only County revenue used to fund new capacity. The project team will confirm how local fuel taxes are used, if at all, within Green Cove.


### **Possible Future Revenue Credits**

The team will meet with officials to understand their funding intentions by 2045. It will be important to assess this likelihood and then a process can be identified within this study for the derivation of future credits, if any of these other funding options become allocated for infrastructure capacity. These future revenues and credits could include:

- Future Fuel Tax Credits: Second Local Option Fuel Tax (a tax of 1 to 5 cents per gallon of non-diesel motor fuel sold within the County).
- Charter County and Regional Transportation System Surtax: a sales tax to assist payment for transit improvements and possibly operations.
- Special Assessment Districts: Property tax fees in specified geographic zones used to fund bond payments, capital programs, and/or annual operations.

### **Deliverables**

The team will provide the City of Green Cove Springs with a Mobility Plan and necessary ordinance language that will create a mobility fee that will replace the existing concurrency requirements.



The ordinance will be based around Florida impact fee statutes and be consistent with the Clay County shift to Mobility Fees. The City shall organize a review and approval by the City attorney. Several deliverables will be produced as part of this study:

- Summary of the data collected and used
- Memo on methodology
- Improvement cost for all the mobility fee projects
- Mobility Fee Schedule by land use types
- Draft and Draft Final Impact Fee Ordinance
- Draft and Final Mobility Plan and Fee Study Report



## Proposed Project Budget

	Hours / Task	Cost / Task
TASK 1: Project Management	20	\$5,099
TASK 1.1: Agency Coordination	10	\$2,550
TASK 1.2: Stakeholder and Public Engagement	25	\$6,074
TASK 2: Goals and Objectives	8	\$1,895
TASK 3: Comprehensive Plan Update	14	\$2,733
TASK 4A: Update Regional Travel Model	70	\$12,913
TASK 4B: Trip Distribution Analysis	26	\$5,376
TASK 5: Deficiency Analysis	26	\$5,135
TASK 6: Project Identification and Cost Estimates	16	\$3,550
TASK 7: Base Mobility Fee	20	\$4,378
TASK 8: Credits	20	\$4,378
TASK 9: Deliverables	68	\$14,917
Labor and Cost		\$68,999
Direct Expenses		\$100
Total Project Budget		<b>\$69,099</b>

# Proposed Schedule

Task	2022											
	September			October			November			December		
<b>TASK 1: Project Management</b>												
<b>TASK 1.1: Agency Coordination</b>			1	1								
<b>TASK 1.2: Stakeholder and Public Engagement</b>			1	1								
<b>TASK 2: Goals and Objectives</b>												
<b>Task 3: Comprehensive Plan Update</b>				2	2							
<b>Task 4A: Update Regional Model</b>												
<b>Task 4B: Trip Distribution Analysis</b>												
<b>Task 5: Deficiency Analysis</b>						3						
<b>Task 6: Project Identification and Cost Estimates</b>							3	4				
<b>Task 7: Base Mobility Fee</b>								4		5		
<b>Task 8: Credits</b>										5	6	
<b>Task 9: Deliverables</b>												6

- # Meeting
- # Project Deliverable
- # In-Process Task

# List of Deliverables	# List of Meetings
1 Final Scope of Work	1 Kick-Off Meeting
2 Draft Goals & Objects and Comprehensive Plan Update	2 Meetings with City Departments
3 Draft Project Identification & Cost Estimates	3 Stakeholders Meeting - Growth Projections & Deficiencies
4 Draft Impact Fee Report	4 Stakeholders Meeting-Project & Cost Estimates
5 Draft Final Impact Fee Report	5 Planning Board City Council - Base Mobility Fee
6 Final Impact Fee Report	6 Planning Board City Council Stakeholders - Final Fee