

RESOLUTION NO. 2015 - 380

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT FOR A COMPREHENSIVE OPERATIONS ANALYSIS OF THE ST. JOHNS COUNTY TRANSIT SYSTEM**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with the University of South Florida (USF) for a Comprehensive Operations Analysis of the St. Johns County Transit System; and

**WHEREAS**, USF was selected as the single source most qualified to provide the analysis referenced above at a price of \$117,435; and

**WHEREAS**, purchase of the equipment is being funded by the Federal Transit Authority; and

**WHEREAS**, the County finds contracting for the analysis serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

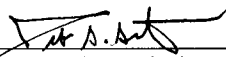
Section 2. The County Administrator, or designee, is hereby authorized to award a contract for a Comprehensive Operations Analysis of the St. Johns County Transit System to USF.

Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached with USF on behalf of the County for the completion of a Comprehensive Operations Analysis of the St. Johns County Transit System in the amount of \$117,435.


Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 15<sup>th</sup> day of December, 2015.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By:   
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 12/17/15





**CONTRACT AGREEMENT**

Misc No: \_\_\_\_\_

Master Contract #: \_\_\_\_\_

This Contract Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between St. Johns County, FL, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the “County”, and \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter referred to as the “Consultant”, with offices located at \_\_\_\_\_, Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, and Email: \_\_\_\_\_

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect through and until 11:59PM on \_\_\_\_\_, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual written agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County’s determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term “Contract Documents” shall include \_\_\_\_\_; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders, each of which are hereby incorporated into this Agreement.

**ARTICLE 3 - SERVICES**

The Consultant’ shall to provide all labor, materials, and equipment necessary to complete \_\_\_\_\_, as described in the proposal, submitted by the Consultant, and approved by the County in accordance with the Contract Documents (“Services”).

The Services provided by the Consultant shall be under the general direction of \_\_\_\_\_ or authorized County designee, who shall act as the County’s representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Consultant shall perform the required Services according to the schedule submitted with the proposal and approved by the County, and attached hereto as Exhibit \_\_\_\_\_, and incorporated herein. No changes to said schedule shall be made without prior written authorization from the County’s representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Consultant an amount not to exceed \_\_\_\_\_ according to the proposal attached hereto as Exhibit \_\_\_\_\_. The maximum amount available as compensation to Consultant under this Contract Agreement shall not exceed the amount stated above without the County’s express written approval, and amendment to this Contract Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant’s compensation is based upon Consultant’s adhering to the Scope of Services, detailed in this Contract Agreement. As such, the Consultant’s compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The Consultant shall bill the County for Services satisfactorily performed, and materials satisfactorily delivered on a monthly basis.

- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
  
- F. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "final invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

#### **ARTICLE 6 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Consultant fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 8 – PERSONNEL**

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 9 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 10 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Contract Agreement.

#### **ARTICLE 11 – AVAILABILITY OF FUNDS**

The County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 12 - INSURANCE**

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the

Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

### **ARTICLE 13 - INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Consultant and other persons employed or utilized by the Consultant in performance of this Contract Agreement.

### **ARTICLE 14 - SUCCESSORS AND ASSIGNS**

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

### **ARTICLE 15 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

### **ARTICLE 16 - CONFLICT OF INTEREST**

The Consultant 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 Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not

constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract Agreement.

#### **ARTICLE 17 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Consultant explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 19 - ARREARS**

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Consultant does not have the power or

authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 22 - CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

#### **ARTICLE 23 - ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 24 - NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

#### **ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Consultant agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

#### **ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 27 - AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

#### **ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto.



Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 30 - FLORIDA LAW & VENUE**

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

#### **ARTICLE 31 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

#### **ARTICLE 32 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, FCCM. Contract Administration Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

#### **ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

#### **ARTICLE 34 - PUBLIC RECORDS**

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that Consultant's performance under this Agreement constitutes an act on behalf of the County, Consultant shall provide access to all public records made or received by Consultant in conjunction with this Agreement. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter

119, Florida States, or as otherwise provided by applicable law;

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Consultant's sole cost and expense, all public records in the possession of Consultant upon termination of this Agreement. Consultant shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by Consultant to grant such public access shall be cause for unilateral termination of this Agreement by the County. Consultant shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Consultant's possession and shall promptly provide the County a copy of Consultant's response to each such request.

**ARTICLE 35 – REVIEW OF RECORDS**

As a conditions of entering into the Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Contract Agreement on the day and year below noted.

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MISC NO: \_\_\_\_\_

**St. Johns County, FL:**

**Consultant:**

**Dawn Cardenas, SJC Purchasing Mgr**

Printed Name & Title County Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Printed Name & Title

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Sr. Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**MISC NO:** \_\_\_\_\_

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Prices as submitted by the Consultant, and approved by the County and attached hereto as Exhibit \_\_\_\_\_. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

**EXHIBIT "B"**

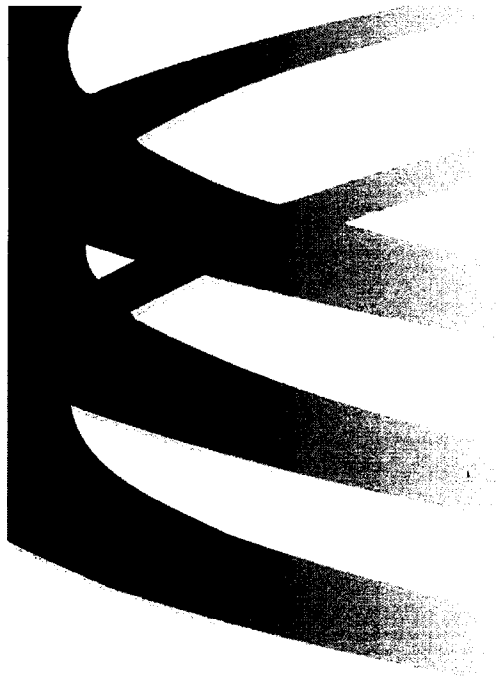
**MISC NO:** \_\_\_\_\_

**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

***Initial Contract*** – Shall become effective on the date of execution by all parties, and shall remain in effect through and until 11:59PM on \_\_\_\_\_, or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed and/ or extended by the County, as needed, to complete the specified services as stated herein.



# CUTR

CENTER for URBAN  
TRANSPORTATION  
RESEARCH

## Scope of Services Comprehensive Operations Analysis (COA)

Prepared for  
St. Johns County  
(June 26, 2015)

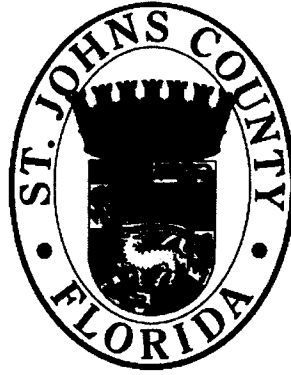


Center for Urban Transportation Research  
University of South Florida  
4202 E. Fowler Ave., CUT100, Tampa, FL 33620-5375

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**Comprehensive Operations Analysis (COA)**

**Prepared for:**



**St. Johns County**

**Prepared by:**



**USF Center for Urban Transportation Research**

**June 2015**

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**Task Work Order Issued**  
**to the**  
**University of South Florida/ Center for Urban Transportation Research**  
**for**  
**Comprehensive Operations Analysis (COA)**  
**St. Johns County – Sunshine Bus**

**SCOPE OF SERVICES**

**Purpose**

The purpose of the Comprehensive Operations Analysis (COA) is to provide a detailed review of the existing transit system to enhance service quality for existing and new customers, and increase the value of the system for the community it serves. This COA will assess services provided in St. Johns County for the purpose of determining optimum allocation of resources such as revenue hours and bus deployments, appropriateness of route running times which effect on-time performance, routing configurations from a network perspective, creation of and linkages between transit centers, effective and efficient transferring, performance productivity of routes, and opportunities for new service area coverage.

Using data collected in this analysis, the COA will present recommendations with the aim of increasing ridership and productivity throughout the County, more efficient utilization of limited financial resources, generally improving connectivity both within and between adjacent service areas and providing a priority list of service investment improvements.

**Background**

St. Johns County is the public transit grant recipient for St. Johns County and maintains a contract with the St. Johns County Council on Aging to operate the Sunshine Bus, which is the fixed-route transit system for the county.

Specific requests for the implementation of the following services will be evaluated as part of this COA:

- Additional service between the City of St. Augustine and St. Augustine Beach
- Service between St. Augustine and World Golf Village;
- Service between St. Augustine and the Julington Creek/Fruit Cove Area;
- Service from the Julington Creek/Fruit Cove Area across the Bridge into the Mandarin Area; and
- connecting into the JTA system



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## **Objectives**

The key objectives of the COA are to:

- Examine and analyze the existing services' route network to better meet the mobility needs of existing customers and potential customers.
- Assess performance of individual routes in the systems to help prioritize service development needs.
- Identify service design strategies to more effectively deliver transit service.
- Analyze transfer activity and passenger traffic at major transfer points to improve customer travel time and experience.
- Identify locations for new transfer centers throughout the urban area to accommodate network growth, route realignments and customer travel choices.
- Develop a comprehensive, staged approach to service modifications, improvements and new services to be implemented over a five-year period.

The tasks outlined below are designed to achieve the objectives of the COA.

### **Task 1: Project Management**

#### **1.1 Establish a Project Management Team and Transit Advisory Committee**

A Project Management Team (PMT) consisting of county staff, operator, City of St. Augustine and City of St. Augustine Beach will be established.

A technical advisory committee will be formed at the outset of the project to solicit initial information, and provide guidance to the project management team throughout the COA development process.

The primary members of the advisory committee will be County staff, St. Johns County Council on Aging staff, City of St. Augustine and City of St. Augustine Beach representatives. Other members of the advisory committee may be designated by the County.

At the onset of the project, the primary members of the advisory committee will meet to discuss project issues, develop a detailed scope of work listing key work elements, and finalize a timeline for completion of key components of the project. Quarterly meetings will entail progress reports from CUTR detailing work completed to date, identification of outstanding issues, and scheduling forthcoming project work. CUTR will be responsible for the organization of the committee and for convening the scheduled meetings.

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## **1.2 Stakeholder Interviews**

CUTR will conduct interviews with supervisors, bus operators, customer service representatives, dispatchers and service planners. These employees interface with riders on a daily basis and have an excellent perspective of “what works and what doesn’t.” During these interviews CUTR will receive very specific suggestions about particular trips, routes or route segments.

In addition, CUTR will interview elected or designates for St. Johns County, the City of St. Augustine and the City of St. Augustine Beach to determine their desires for future transit enhancements.

## **1.3 Conduct Review of St. Johns County’s Operations/Service Planning**

CUTR will interview members of the county and Council on Aging staff involved with the process of service changes made throughout the year involving new services, realignment, service deletions and service additions. The review will focus on gaining information on the following processes:

- Operator bids,
- Scheduling,
- Run-cutting,
- Deadheading of buses,
- Running time determinations,
- Service modifications,
- Bay cycling and timing of routes at transfer facility(ies).

CUTR will use the data gained from this task throughout the remainder of the COA to determine whether recommendations pertinent to service modifications require changes in internal practices to accommodate new service delivery models.

## **1.4 Online Survey**

Online surveys can be a useful tool in reaching a large audience of users for minimal. CUTR will design a multiple-choice survey with a select number of open-ended responses that will enable respondents to provide their opinions, interests, and preferences. The purpose of the survey is to allow both current and non-transit users the capability to provide input concerning the types of changes that would make them more likely to use Sunshine Bus in the future.

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CUTR will work with St. Johns County to disseminate the link to the survey through a variety of sources, including Facebook and via the Agency's website.

**Deliverables of Task 1:**

- Quarterly project management reports
- Interviews and Survey results summary

**Task 2: Feasibility Study of increased service between the city of St. Augustine Beach and the City of St. Augustine.**

The feasibility of additional service between St. Augustine Beach and the city of St. Augustine is currently a high priority and is of immediate need of analysis. This feasibility study, though part of the overall analysis, will commence ahead of the remaining tasks. CUTR will utilize the Transit Boardings Estimation and Simulation Tool (TBEST) for this task. CUTR will work closely with St. Johns County staff to collaborate with representatives from both of these cities and develop service alternatives defining routing, operational characteristics, potential ridership, as well as capital and operating costs. If feasible, a preferred alternative will be recommended and presented for consideration of funding and implementation.

**Deliverables in Task 2:**

- Tech Memo 1 - Feasibility Analysis and Recommendation of specific St. Augustine / St. Augustine Beach bus service

**Task 3: Collection and Review of System Data**

One challenge that is faced in conducting an operational analysis is learning about the unique character of the service area -- its history, demographics, land use form, travel patterns, governmental institutions, public expectations and attitudes, and the performance characteristics of its transit system. CUTR will utilize data collected as part of the TDP development as well as additional information needed to fully assess the fixed route coverage. These data sets will be utilized to form a preliminary basis upon which ride-check data at the route and network level will be approached.

**3.1 Collect Existing Data/Reports**

- FY 2014-2015 Operating and Capital Budgets
- FY 2014 National Transit Database report(s)
- Recent GFI/farebox ridership counts by route

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- Current scheduled bus pull-outs and pull-ins
  - Daily operating requirements (e.g. peak buses, bus-hours, bus-miles) by route
  - Current public time tables and route maps
  - Current requests for new stops or service extensions

### **3.2 System Ride-check Survey**

Once the bus stop inventory of completed and planned stops is assembled, ride-check sheets for each trip of each route will be assembled. Check sheets will include several blank records for operators to use in writing in passengers boarding at flag stops. Check sheets will include passenger boardings and alightings by stop, by trip, and by time of day. On-time performance will be measured by the actual vs. scheduled arrival times at time-points identified on transit schedules. Ride-check shifts will correspond to Sunshine Bus run-cuts to match reports, pull-outs and operator reliefs. To the extent feasible, CUTR will then manage a 100% ride-check of weekday and weekend service. It is anticipated that Sunshine Bus personnel will be available to participate in conducting the ridecheck. CUTR will prepare a training session with bus operators to assist in completing the ridecheck and transfer analysis.

Once the ride-check is completed, CUTR will be responsible for all data input, data cleaning, and analysis, including ridership by time of day (a.m. and p.m. peak periods, etc.), load factor by route, boardings/alightings by stop, segment data, on-time performance and plotting passenger boardings and alightings by route and by stop in GIS.

### **3.3 Passenger Transfer Analysis**

Once all transfer centers have been inventoried for both inter- and intra-transit systems, a transfer analysis will be conducted to better understand mobility travel patterns in St. Johns County. This transfer analysis is dependent on the existence / use of a "paper" transfer system to track the customers.

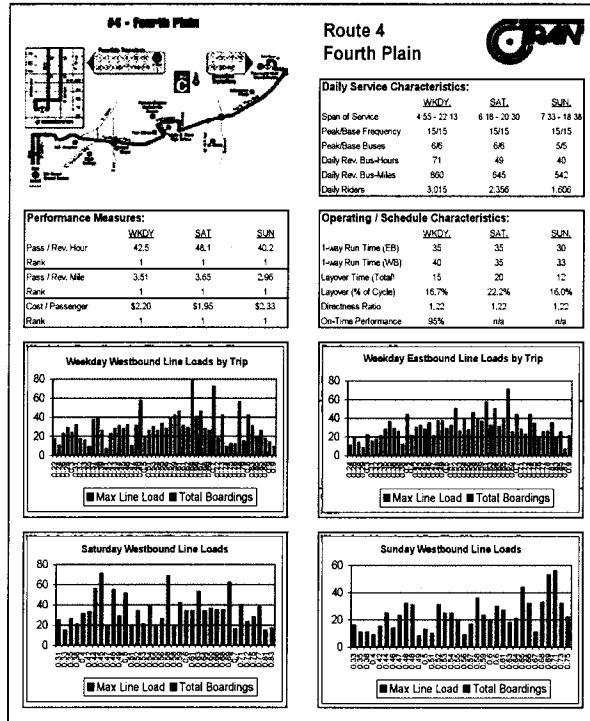
### **3.4 Transit Center / Facility Location Analysis**

In this task, CUTR will prioritize locations for new transit centers in the current and future service areas. Primary and secondary sites will be selected and ranked based upon an evaluation criterion. A search will be conducted for public lands and right of ways that might be utilized for such facilities. Additionally, privately owned locations will be explored and identified as possible opportunities for partnerships or public acquisition of property.

As an outcome of this task, prioritization for deployment of new transit centers will be based on overall service priorities for the region (timing, staging, development, deployment, etc.).

### 3.5 Route Profiles

The first step in the assessment of existing routes will be the development of detailed *Route Profiles* that present results of the ride-check data compilation and route service characteristics. At a minimum, the *Route Profiles* will present in tabular and graphic formats ridership by time of day and bus stop/segment for weekdays, Saturdays, and Sundays/Night, on-time performance, service requirements (e.g., peak buses, daily bus-miles, daily bus-hours), and calculations of route-specific performance measures (e.g., daily riders per bus-hour or bus-mile, farebox recovery, operating subsidy per passenger).



#### Deliverables in Task 3:

- Technical Memorandum 2

#### Task 4: System Analysis using TBEST

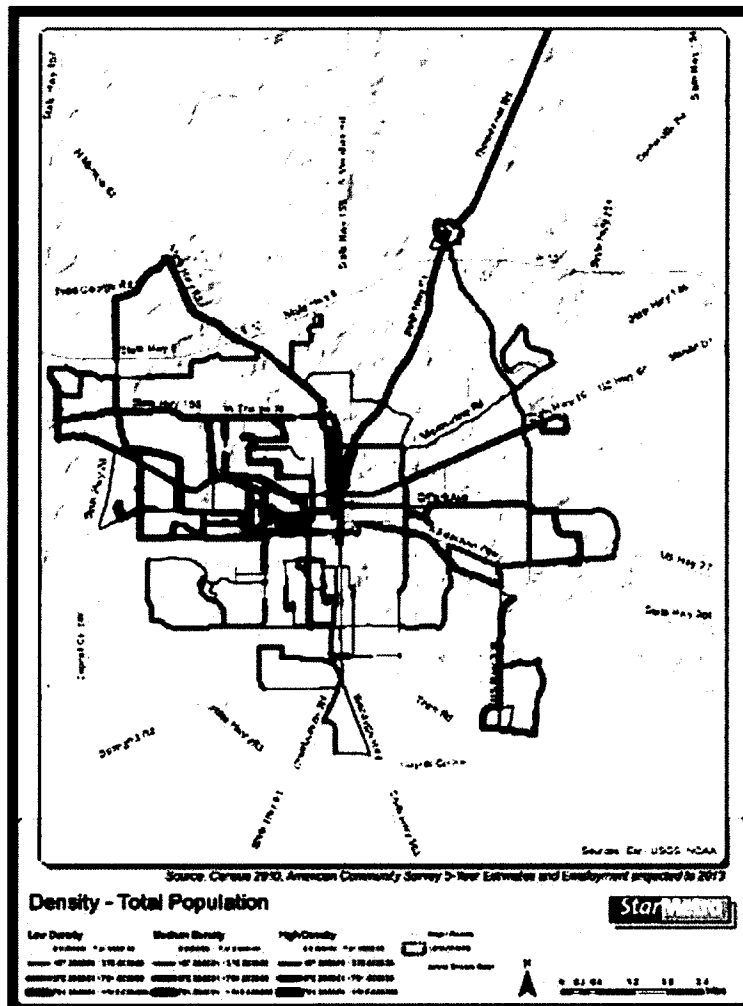
Based on the ride-check survey data and the *Route Profiles*, CUTR will analyze service by trip, time of day, route segment, and even by bus stop. This analysis will enable the project team to readily determine where route alignment, frequency, or schedule adjustments are needed.

Next, CUTR will examine the route structure with regard to new residential and employment growth centers, existing and planned development, and projected travel patterns. Potential route extensions and new routes will be identified and examined, as well as re-alignments of existing routes to better serve the community. CUTR will utilize the TBEST COA tools to evaluate observed and predicted performance levels.

**TBEST COA capabilities include:**

- GTFS import of stop-level observed ridership into a scenario
- Summarization of observed ridership in terms of route performance and distribution
- Calculation of passenger impacts such as route miles, ridership, and other summary statistics within municipalities or other legal jurisdictions
- Output of maps, reports, charts
- Management of multiple analyses

Sample Density Map created with TBEST



Sample Report created with TBEST

**Boundary Analysis - Performance (by Route)** **StarMetro**

Summary Period: (Weekdays)

Report Date: 11/11/2014 10:11:34 AM

Report Path: \\starmetro\reports\Boundary Analysis - Performance (by Route)

Report Title: Boundary Analysis - Performance (by Route)

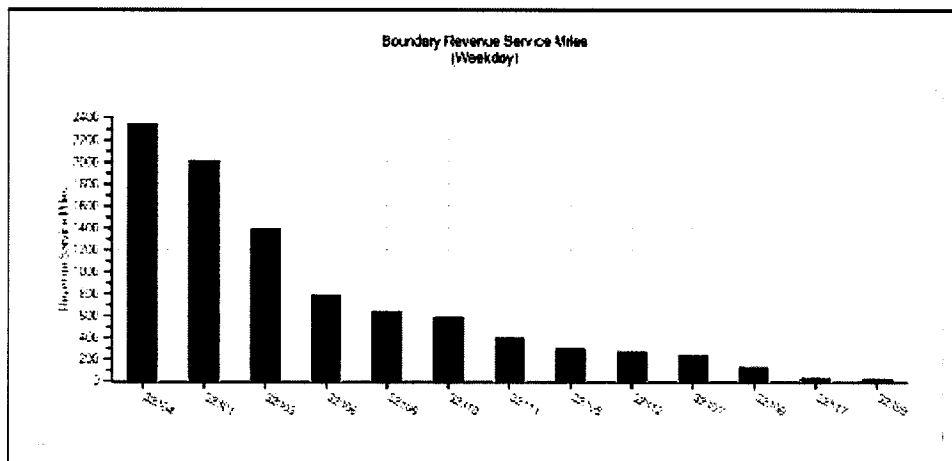
Report User: jsmith

Report Version: 1.0

Route	Revenue (\$)	Revenue (Mile)	Revenue (Mile)	Revenue (Mile)	Revenue (Mile)	Revenue (Mile)
<b>Azalea</b>						
32301	53.8	0	367	0	6.8	
32303	85.4	0	115	0	1.3	
32304	227.5	0	699	0	3.1	
32306	46.4	0	65	0	1.4	
32308	194.0	0	270	0	1.4	
32317	38.0	0	44	0	1.2	
<b>Route Total:</b>	<b>645.1</b>	<b>0</b>	<b>1,560</b>	<b>0.0</b>	<b>2.4</b>	
<b>Big Bend</b>						
32301	173.3	0	739	0	4.3	
32303	266.9	0	803	0	3.0	
32305	15.9	0	38	0	2.4	
32312	27.1	0	98	0	3.6	
32399	13.1	0	234	0	17.9	
<b>Route Total:</b>	<b>496.3</b>	<b>0</b>	<b>1,912</b>	<b>0.0</b>	<b>3.9</b>	
<b>Canopy</b>						
32301	69.7	0	336	0	4.8	
32304	136.7	0	394	0	2.9	

\*AM Peak: 6-9am, Off Peak: 9am-3pm, PM Peak: 3-6pm, Night: 6pm-6am, Saturday: All Day, Sunday: All Day

Sample Chart created with TBEST



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**Deliverables in Task 4:**

- System Analysis Report

**Task 5: Final Alternatives and Recommendations**

This task entails CUTR presenting ideas, techniques and recommendations to modify transit services, including but not limited to:

- Corridor development
- Route numbering / nomenclature
- Frequency improvements
- Running time adjustments
- Ratio of revenue to non-revenue hours and miles
- Staged deployment of new transit centers
- Revenue hour allocations
- Market areas/segments
- Turn backs
- Artificial frequency
- Timed transfers
- Interlining
- New service types
- Route combinations
- Segment elimination
- Service area constriction vs. expansion

This task will entail an all day workshop with the project management team to allow members to examine data and evaluate different concepts, techniques and priorities for service development.

**Deliverables in Task 5:**

- Workshop
- Final Alternatives/Recommendations Report



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### **Task 6: Finance & Implementation Plans**

CUTR will develop a five year finance plan that will include estimated costs and proposed revenue sources for capital outlays as well as annual O&M costs. The Finance Plan will clearly indicate the projected amount of capital and operating shortfalls for planned system expansions. The Implementation Plan will: (1) establish the implementation schedule for each service improvement (e.g., Year 1, Year 2, etc.), (2) identify key implementation milestones, and (3) summarize operating requirements (peak and fleet buses, miles and hours of service) and annual O&M costs for each year of the plan.

#### **Deliverables in Task 6:**

- Finance & Implementation Plan

### **Task 7: Final Report**

CUTR will produce a final report incorporating findings and recommendation from all previous tasks. A draft report will be produced first for St. Johns staff review and comments. Thereafter, CUTR will produce a final report in a Microsoft Word Document format file as well as twenty-four hard copy documents.

#### **Deliverables for Task 7:**

- Draft Report for Review
- Final Report (electronic format and twenty-four (24) hard copies)

### ***PROJECT BUDGET***

<b>Labor:</b>		\$90,448
<b>Travel:</b>		\$2,500
<b>Other Direct Expenses:</b>		\$1,000
<b>SubTotal</b>		\$93,948
<b>Indirect Rate (Local Government = 25%)</b>		\$23,487
<b>Total Budget</b>		\$117,435

Note: Lump-sum, fixed price budget

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### ***PROJECT INVOICING***

Project invoicing will occur upon the successful completion of all tasks outlined in the scope of services. The invoice will request a lump sum payment for services consistent with the project budget.

### ***PROJECT SCHEDULE***

The project schedule will be fifteen (15) months from the Notice to Proceed (NTP).

### ***PROJECT TEAM***

**Rob Gregg, Project Director** will serve as Principal Investigator (PI) of this project and oversee the completion of all assignments associated.

**Mark Mistretta, Project Manager** will serve as the Co-Pi on the project and will be responsible for project management as well as completion of many of the tasks.

**Brian Pessaro, Research Associate** will also assist with many tasks of this project.

Other CUTR Faculty will be utilized as required.

### ***Contact Information***

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