City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

MEMORANDUM

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Laurie Santana, Chief
Transportation Planning Division

RE: P-27-16, Contract No. 10234
Resource Systems Group, Inc.
On-Call Transportation Planning Services
Amendment No. ~~2~~ 3

DATE: June 4, 2019

The Planning and Development Department contracted with Resource Systems Group, Inc. (RSG), on August 23, 2016 for on-call transportation planning services, the contract provided for three (3) one-year renewal options if desired. The Planning and Development Department respectfully requests authorization to amend this contract as follows:

1. By exercising the Third and final renewal options available within the contract, extending its duration for an additional year through August 22, 2020.

2. By increasing the maximum indebtedness by an additional $275,000, from $738,024 to $1,013,024. This contract provides general consulting services on an as-needed basis in the areas of transportation planning. These additional funds will be utilized to fulfill the functions outlined within the original scope of this contract. Funds will be encumbered utilizing account number PDTP011-03109.

All other terms and conditions shall remain the same.

Attached is RSG's request letter to exercise this second renewal option, together with its insurance documentation.

I will represent the department at PSEC. Thank you for your consideration of this request.

55 Railroad Row
White River Junction, Vermont 05001

802.295.4999
www.rsginc.com

RSG
the science of insight

May 28, 2019

Penny Malice
Planning Services Manager
Planning and Development Department
214 North Hogan Street, Suite 300
Jacksonville, FL 32202

RE: City of Jacksonville ("COJ") On-Call Retainer Contract # 10234 – Request to Exercise Renewal Option

Dear Penny,

Resource Systems Group, Inc. ("RSG") requests to exercise the third option renewal to Contract No. 10234 for the period August 23, 2019 through August 22, 2020. RSG agrees to the terms of the original contract dated August 23, 2016, and to the Contract Fee Summaries identified as Exhibit "B" within the original contract.

Please note, RSG renews our insurance coverage each year in July, a new certificate will be issued to COJ at that time. The enclosed Certificate of Insurance is our most current renewal period for the coverage for COJ.

Thank you.

Sincerely,

Robert D. Hewett Jr.

ROBERT D. HEWETT JR.
Contracts Manager
55 Railroad Row | White River Junction, VT 05001
802.359.6433
www.rsginc.com

enc:

RESOSYS-01 RCARLILE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hickok & Boardman, Inc.
346 Shelburne Rd
Burlington, VT 05401

CONTACT NAME: Melissa Kavanagh
PHONE (A/C, No, Ext): (802) 383-1621 FAX (A/C, No): (802) 658-0541
E-MAIL ADDRESS: mkavanagh@hbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Resource Systems Group, Inc.
55 Railroad Row
White River Junction, VT 05001

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR	X	X	ZDV9201289	7/17/2018	7/17/2019	DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,000
							MED EXP (Any one person) $	10,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	ANY AUTO			ZDV9201289	7/17/2018	7/17/2019	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	5,000,000
	EXCESS LIAB CLAIMS-MADE	X		UHV9201293	7/17/2018	7/17/2019	AGGREGATE $	5,000,000
	DED RETENTION $						$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A		X	WDV9152849	7/17/2018	7/17/2019	E.L. EACH ACCIDENT $	1,000,000
							E.L. DISEASE - EA EMPLOYEE $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $	1,000,000
A	Professional Liab			LHVD301921	7/17/2018	7/17/2019	$2,000,000 per Occur	4,000,000
A	Valuable Papers			ZDV9201289	7/17/2018	7/17/2019	Blanket Limit	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RSG does not own any autos
Prof Liab - $50,000 Deductible, Retro Date: 10/01/86

Additional Insured status applies in favor for The City of Jacksonville and its members, officials, officers, employees on the General Liability & Umbrella policies on a primary and non-contributory basis per terms and conditions of attached forms CG 2010 04-13, CG 2037 04-13 & 421-0452 (12/14). Waiver of Subrogation apply per terms and conditions of attached forms 421-2915 (12/14) & WC 00 03 13. 30 Days' Notice of Cancellation per terms and conditions of attached form 401-1236 (08 11).

CERTIFICATE HOLDER

City of Jacksonville
Attn: Chief of Risk Management
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Resource Systems Group, Inc. (RSG)
6/13/2016
On-Call Transportation Planning Services

Job Title	Direct Hourly Rate	OH Rate	Markup	Fully-Loaded Hourly Rate
Outreach Support	$15.00	150%	10.00%	$41.25
GIS Technician	$21.43	180%	10.00%	$66.08
Outreach Coordinator	$27.40	150%	10.00%	$75.35
Administrative Assistant	$24.71	180%	10.00%	$76.21
Analyst	$24.76	180%	10.00%	$76.36
Junior Analyst	$30.70	180%	10.00%	$94.66
Senior Analyst	$32.32	180%	10.00%	$99.65
Travel Demand Modeler I	$36.39	180%	10.00%	$112.20
Traffic Engineer	$39.33	180%	10.00%	$121.28
Travel Demand Modeler II	$40.55	180%	10.00%	$125.06
Transportation Planner	$44.28	180%	10.00%	$136.55
Transportation Consultant I	$45.71	180%	10.00%	$140.94
Outreach Manager	$52.89	150%	10.00%	$145.45
Senior Traffic Engineer	$47.51	180%	10.00%	$146.51
Microsimulation Modeler	$48.11	180%	10.00%	$148.34
Senior Microsimulation Modeler	$51.49	180%	10.00%	$158.78
Transportation Consultant II	$53.11	180%	10.00%	$163.78
Transportation Consultant III	$57.03	180%	10.00%	$175.85
Senior Transportation Planner	$60.76	180%	10.00%	$187.36
Deputy Project Manager	$60.81	180%	10.00%	$187.51
Senior Travel Demand Modeler	$63.06	180%	10.00%	$194.46
Project Manager	$63.95	180%	10.00%	$197.19
Freight Specialist	$67.97	180%	10.00%	$209.59
Senior Planner	$70.57	180%	10.00%	$217.60
Senior Freight Specialist	$73.66	180%	10.00%	$227.13
Senior Advisor IV	$76.94	180%	10.00%	$237.26
Senior Advisor III	$80.62	180%	10.00%	$248.60
Principal in Charge	$81.60	180%	10.00%	$251.62
Senior Travel Demand Advisor	$83.66	180%	10.00%	$257.98
Senior Model Estimator	$98.86	180%	10.00%	$304.85
Senior Advisor II	$107.44	180%	10.00%	$331.32
Senior Advisor I	$122.69	180%	10.00%	$378.34

EXHIBIT "B"

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

City of Jacksonville On-Call Transportation Planning Services (P-27-16)

Consultant	Count Type	FEE
Peggy Malone & Associates	1-24 hr Class or Speed (per lane)	$ 177.00
	1-24 hr Loop Class Count	$ 352.00
	1-24 hr Loop Volume Count	$ 352.00
	1-24 hr Volume Count 1 Direction	$ 151.00
	1-24 hr Volume Count 2 Directions	$ 177.00
	1-4 hr Intersection Delay Count	$ 305.00
	1-4 hr Vehicle Occupancy (per person)	$ 305.00
	1-4 hr Turning Count -1 person	$ 305.00
	1-4 hr Turning Count -2 person	$ 486.00
	25-48 hr Class or Speed (per lane)	$ 257.00
	25-48 hr Loop Class Count	$ 503.00
	25-48 hr Loop Volume Count	$ 503.00
	25-48 hr Volume Count 1 Direction	$ 224.00
	25-48 hr Volume Count 2 Directions	$ 257.00
	49-72 hr Class or Speed (per lane)	$ 352.00
	49-72 hr Volume Count 1 Direction	$ 299.00
	49-72 hr Volume Count 2 Directions	$ 352.00
	5-8 hr Intersection Delay Count	$ 486.00
	5-8 hr Turning Count-1 person	$ 486.00
	5-8 hr Turning Count-2 person	$ 646.00
	5-8 hr Vehicle Occupancy (per person)	$ 486.00
	73-168 hr Loop Class or Volume	$ 550.00
	73-168 hr Class or Speed	$ 458.00
	73-168 hr Volume Count 1 Direction	$ 458.00
	73-168 hr Volume Count 2 Directions	$ 527.00
	9-12 hr Intersection Delay Count	$ 692.00
	9-12 hr Turning Count-1 person	$ 692.00
	9-12 hr Turning Count-2 person	$ 956.00
	9-12 hr Vehicle Occupancy (per person)	$ 692.00
	Condition Diagram per Intersection	$ 110.00

Janette Simpson / Vice President, 6/3/2016

EXHIBIT "B"

10234
Amd 2

SECOND AMENDMENT TO SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
RESOURCE SYSTEMS GROUP, INC.
FOR
ON-CALL TRANSPORTATION PLANNING SERVICES

THIS SECOND AMENDMENT to Services Contract for on-call transportation planning services (the "Services") is made and entered into this 23 day of July, 2018, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the state of Florida (the "City"), and RESOURCE SYSTEMS GROUP, INC., a foreign profit corporation with its principal offices at 55 Railroad Row, White River Junction, Vermont 05001 (the "Contractor").

WHEREAS, on August 23, 2016, the parties made and entered into City of Jacksonville Contract No. 10234 (the "Contract") for the Services; and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, said Contract should be amended further by increasing the maximum indebtedness by $225,000.00 to a new total maximum indebtedness not to exceed $738,024.00, and by exercising the second of three (3) one-year renewal options so as to extend the period of service through August 22, 2019, with one (1) one-year renewal option remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

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

2. Section 3 of said Contract is amended by increasing the maximum indebtedness by $225,000.00 to a new total maximum indebtedness not to exceed $738,024.00, and as amended shall read as follows:

> "3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed SEVEN HUNDRED THIRTY-EIGHT THOUSAND TWENTY-FOUR AND 00/100 DOLLARS ($738,024.00)."

3. Section 4 of said Contract is amended by exercising the second of three (3) one-year renewal options so as to extend the period of service through August 22, 2019, with one (1) one-year renewal option remaining, and as amended shall read as follows:

> "4. **Term.** The period of service of this Contract shall be for three (3) years, commencing on the Effective Date and expiring on August 22, 2019, unless sooner terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for one (1) additional one (1) year period at terms mutually agreeable."

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

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

_____
Lenny Curry
Mayor

_____
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

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

_____
Director of Finance
City Contract No. #10234, 2nd Amendment

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

_____
Type/Print Name

_____
Title

RESOURCE SYSTEMS GROUP, INC.

By _____
Signature

Stephen Lawe
Type/Print Name

CEO
Title

gc-#1217774-v1-resource_systems_#10234_amd_#2_on-call_transportation_planning_services_061818

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

160503

June 14, 2018

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-27-16 On-Call Transportation Planning Services (Amendment No. 2)
Planning and Development Department

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/recommendation was **adopted:**

That Contract No. 10234 between the City of Jacksonville and Resource Systems Group, Inc., (RSG) for the provision of On-Call Transportation Planning Services be amended to (i) exercise the second of three (3) renewal options extending the period of service to 8/22/19, with one renewal option remaining; and (ii) increase the maximum indebtedness by $225,000 for the services to a new not-to-exceed total maximum of $738,024.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 14th day of June, 2018

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

GP ob

cc: Council Auditor
Jeff Close, OGC
Melba Gray, GAD
Subcommittee Members

10234

SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
RESOURCE SYSTEMS GROUP, INC.
FOR
ON-CALL TRANSPORTATION PLANNING SERVICES

THIS CONTRACT for on-call transportation planning services is made and entered into this 23 day of Aug, 2016 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the state of Florida (the "City"), and RESOURCE SYSTEMS GROUP, INC., a foreign profit corporation with its principal offices at 55 Railroad Row, White River Junction, Vermont 05001 (the "Contractor").

WHEREAS, City issued Request for Proposal No. P-27-16 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP, City has negotiated and awarded this Contract to Contractor; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Contract Fee Summary, attached hereto as **Exhibit B** and incorporated herein by this reference.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed THREE HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($338,575.00).

4. **Term.** The initial period of service of this Contract shall be for one (1) year, commencing on the Effective Date and expiring on 22nd Aug, 2017, unless sooner

terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for up to three (3) additional one (1) year periods at terms mutually agreeable.

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

(i) This document, as modified by any subsequent signed amendments.

(ii) Any amendments to this document.

(iii) Specific information regarding the RFP (Section 1 of the RFP).

(iv) Description of Services and Deliverables (Section 4 of the RFP).

(v) General Instructions to Respondents (Section 2 of the RFP).

(vi) General Contract Conditions (Section 3 of the RFP).

(vii) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Indemnity and Insurance.** Contractor's responsibilities and obligations with respect to indemnity and insurance shall be as set forth in the RFP.

7. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Laurie Santana, Chief
Transportation Planning Division
Planning and Development Department
214 North Hogan Street, Suite 300
Jacksonville, Florida 32202

As to Contractor:

Robert Chamberlin, Senior Director
Resource Systems Group, Inc.
55 Railroad Row
White River Junction, Vermont 05001

8. **Contract Managers.** Each Party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract

Manager is Laurie Santana (Phone: 904.255.7857; Fax: 904.255.7882; Lsantana@coj.net), and Contractor's Contract Manager is Robert Chamberlin (Phone: 802.295.4999; Robert.Chamberlin@rsginc.com). Each party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

11. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

12. **Public Records.** In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

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

_____
Director of Finance
City Contract No. 10234

Form Approved:

_____
Office of General Counsel

WITNESS:

By _____
Signature

JONATHAN SLASON
Type/Print Name

Sr. Engineer
Title

RESOURCE SYSTEMS GROUP, INC.

By _____
Signature

Robert Chamberlin
Type/Print Name

Senior Director
Title

resourcesystems.oncalltranssrvcs.072916.docx

EXHIBIT "A"
SCOPE OF SERVICES

55 Railroad Row
White River Junction Vermont 05001

802.295.4999

RSG
the science of [illegible]

June 13, 2016

Ms. Laurie Santana
Chief, Transportation Planning Division
214 N. Hogan Street, Suite 300
Jacksonville, FL 32202

Via email: Scope and Fee Services, On-Call Transportation Services, P 27 16

Dear Ms. Santana:

RSG, in partnership with Peggy Malone & Associates and Hester Group, is pleased to submit our final scope and fee schedule to provide On Call Transportation Planning services to the City of Jacksonville's Planning and Development Department Transportation Planning Division. Our team is very excited about the prospect of bringing our skills and experience to support your transportation planning team.

We will provide you with an immediately available capacity to address complex transportation and land planning needs. RSG is a retainer consultant to the Federal Highway Agency, several state Departments of Transportation and Metropolitan Planning Organizations to provide transportation planning services that span the range of activities described in the RFP:

- Report documentation for long-range transportation ('Mobility') plans, and development of all mapping and documentation to support those plans. RSG has recently led or contributed to long-range plans for the Vermont Agency of Transportation, the Atlanta Regional Commission, and the Ulster County Transportation Council.
- RSG is the architect of NERPM AB — the Northeast Regional Planning Model--Activity-Based. RSG developed NERPM AB for the North Florida Transportation Planning Organization (NFTPO) under the Transportation Research Board's Strategic Highway Research Program (SHRP2) C-10 project. NERPM AB is integrated with the Cube Voyager software. RSG owns and operates this software. In March 2013, RSG led a two-day training course for public and private users of the model, under contract to the NFTPO.
- Development of socioeconomic and network data to support travel model calibration. RSG is very familiar with the data sources necessary to support calibrated and validated travel demand models. In our contributions to the NFTPO 2040 long range transportation plan, we conducted extensive validation of the regional travel network, and made significant improvements in accuracy, enabling calibration of the model to industry standards.

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF SERVICES

- Development of reproducible processes for prioritizing transportation investments and subsequent development of municipal Capital Improvement Plans RSG has consulted with municipalities and State Departments of Transportation on project prioritization processes. In our proposal, we recommend a specific approach to project prioritization, one that was validated in a project we conducted for the Puget Sound Regional Commission in 2012.
- Development and calibration of traffic microsimulation models, "clipped" from regional models such as the NERPM-AB, to provide accurate replication of traffic operational performance at a more refined level of geography.
- Multimodal transportation data collection – our team includes Peggy Malone & Associates (PMA), a Jacksonville based Small Business (SBE) and Women Business (WBE) Enterprise. We understand the importance of accurate multimodal data in supporting credible transportation plans and PMA gives our team a highly responsive transportation data collection capability, which will be of great value to the COJ over the course of this engagement.
- Public outreach – our team includes Hester Group, a Jacksonville based W/MBE to help manage the public outreach components of this engagement Hester Group brings nationally-recognized expertise in strategic communications. Their professionals have decades of experience supporting agencies in developing innovative strategies for managing transportation investments.

RSG holds several task order-based contracts with the Federal Highway Administration and with state Departments of Transportation, including a recent awarded Planning and Policy retainer with the Florida DOT Central Office. We are familiar with the process of scoping individual task orders to meet the specific needs of clients, and in maintaining project schedules and budgets.

At RSG we have coined the term "plangineering" to describe the capabilities we bring to long-range transportation planning. We understand the critical importance of long-range plans in directing a community's future <u>and</u> for the importance of emphasizing all modes of travel in ensuring future mobility. We understand as well that, for plans to be credible and effective, they need to be based in sound engineering analytics Over the course of our engagement with your team, we anticipate accessing several transportation planning and engineering professionals, in addition to specialized project management and public outreach expertise Our fee schedule, shown below and provided separately in an Excel worksheet, is associated with multiple levels of experience and expertise for RSG and Hester Group staff

The other subcontractor on our team, Peggy Malone & Associates, is submitting a fee for services schedule, which is being sent as an attachment to this email

EXHIBIT "A"

EXHIBIT "B"
CONTRACT FEE SUMMARY

Resource Systems Group, Inc. (RSG)
6/13/2016
On-Call Transportation Planning Services

Job Title	Direct Hourly Rate	OH Rate	Markup	Fully-Loaded Hourly Rate
Outreach Support	$15.00	150%	10.00%	$41.25
GIS Technician	$21.43	180%	10.00%	$66.08
Outreach Coordinator	$27.40	150%	10.00%	$75.35
Administrative Assistant	$24.71	180%	10.00%	$76.21
Analyst	$24.76	180%	10.00%	$76.36
Junior Analyst	$30.70	180%	10.00%	$94.66
Senior Analyst	$32.32	180%	10.00%	$99.65
Travel Demand Modeler I	$36.39	180%	10.00%	$112.20
Traffic Engineer	$39.33	180%	10.00%	$121.28
Travel Demand Modeler II	$40.55	180%	10.00%	$125.06
Transportation Planner	$44.28	180%	10.00%	$136.55
Transportation Consultant I	$45.71	180%	10.00%	$140.94
Outreach Manager	$52.89	150%	10.00%	$145.45
Senior Traffic Engineer	$47.51	180%	10.00%	$146.51
Microsimulation Modeler	$48.11	180%	10.00%	$148.34
Senior Microsimulation Modeler	$51.49	180%	10.00%	$158.78
Transportation Consultant II	$53.11	180%	10.00%	$163.78
Transportation Consultant III	$57.03	180%	10.00%	$175.85
Senior Transportation Planner	$60.76	180%	10.00%	$187.36
Deputy Project Manager	$60.81	180%	10.00%	$187.51
Senior Travel Demand Modeler	$63.06	180%	10.00%	$194.46
Project Manager	$63.95	180%	10.00%	$197.19
Freight Specialist	$67.97	180%	10.00%	$209.59
Senior Planner	$70.57	180%	10.00%	$217.60
Senior Freight Specialist	$73.66	180%	10.00%	$227.13
Senior Advisor IV	$76.94	180%	10.00%	$237.26
Senior Advisor III	$80.62	180%	10.00%	$248.60
Principal in Charge	$81.60	180%	10.00%	$251.62
Senior Travel Demand Advisor	$83.66	180%	10.00%	$257.98
Senior Model Estimator	$98.86	180%	10.00%	$304.85
Senior Advisor II	$107.44	180%	10.00%	$331.32
Senior Advisor I	$122.69	180%	10.00%	$378.34

EXHIBIT "B"

EXHIBIT "B"
CONTRACT FEE SUMMARY

PEGGY MALONE & ASSOCIATES
TRAFFIC DATA COLLECTION

City of Jacksonville On-Call Transportation Planning Services (P-27-16)

Consultant	Count Type	FEE
Peggy Malone & Associates	1-24 hr Class or Speed (per lane)	$ 177.00
	1-24 hr Loop Class Count	$ 352.00
	1-24 hr Loop Volume Count	$ 352.00
	1-24 hr Volume Count 1 Direction	$ 151.00
	1-24 hr Volume Count 2 Directions	$ 177.00
	1-4 hr Intersection Delay Count	$ 305.00
	1-4 hr Vehicle Occupancy (per person)	$ 305.00
	1-4 hr Turning Count -1 person	$ 305.00
	1-4 hr Turning Count -2 person	$ 486.00
	25-48 hr Class or Speed (per lane)	$ 257.00
	25-48 hr Loop Class Count	$ 503.00
	25-48 hr Loop Volume Count	$ 503.00
	25-48 hr Volume Count 1 Direction	$ 224.00
	25-48 hr Volume Count 2 Directions	$ 257.00
	49-72 hr Class or Speed (per lane)	$ 352.00
	49-72 hr Volume Count 1 Direction	$ 299.00
	49-72 hr Volume Count 2 Directions	$ 352.00
	5-8 hr Intersection Delay Count	$ 486.00
	5-8 hr Turning Count-1 person	$ 486.00
	5-8 hr Turning Count-2 person	$ 646.00
	5-8 hr Vehicle Occupancy (per person)	$ 486.00
	73-168 hr Loop Class or Volume	$ 550.00
	73-168 hr Class or Speed	$ 458.00
	73-168 hr Volume Count 1 Direction	$ 458.00
	73-168 hr Volume Count 2 Directions	$ 527.00
	9-12 hr Intersection Delay Count	$ 692.00
	9-12 hr Turning Count-1 person	$ 692.00
	9-12 hr Turning Count-2 person	$ 956.00
	9-12 hr Vehicle Occupancy (per person)	$ 692.00
	Condition Diagram per Intersection	$ 110.00

Janette Simpson / Vice President, 6/3/2016

EXHIBIT "B"

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

July 14, 2016

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-27-16 On-Call Transportation Planning Services
Planning and Development Department/Transportation Planning Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of concluding fee and contract negotiations with the number one ranked company for the above-captioned project.

The following motion/recommendation was **adopted**:

That the City of Jacksonville enter into a Contract with Resource Systems Group, Inc. (RSG) to provide On-Call Transportation Planning Services by: (i) incorporating the attached Scope of Services identified as Exhibit "A"; (ii) incorporating the attached Contract Fee Schedule identified as Exhibit "B"; (iii) providing a not-to-exceed total maximum indebtedness to the City of $338,575.00; (iv) providing the initial period of service will be from the date of execution of the contract to one year with the option to renew for three (3) additional one-year periods at terms mutually agreeable. All other terms and conditions are per the RFP and the city's standard contract language. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 14th day of July, 2016

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

GP:ob

cc: Council Auditor
Philip Barton, OGC
James McCain, GAD
Subcommittee Members