

RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION (R2CTPO)

SCOPE OF SERVICES

BICYCLE/PEDESTRIAN FEASIBILITY STUDIES

This exhibit forms an integral part of the Agreement which provides for services by the **CONSULTANT** to prepare **Bicycle/Pedestrian Feasibility Studies** for projects within the River to Sea TPO Planning Area.

I. PURPOSE

The River to Sea TPO requires the professional services of one or more Consultants (hereby known as the **CONSULTANT** or **CONSULTANTS**) to support its planning staff in developing Cost Estimate Feasibility Studies for Bicycle and Pedestrian Projects. The **CONSULTANT** must possess technical proficiency in all aspects of bicycle and pedestrian planning and design in developing accurate design, construction, right-of-way (level C) planning cost estimates and design schedules for the **R2CTPO's** Bicycle/Pedestrian SU funded Program. The work performed under this Scope of Services MUST meet the same procedures currently used by the Florida Department of Transportation, District Five Office to evaluate Surface Transportation Program (SU funded) bicycle and pedestrian corridor projects.

II. TASK DESCRIPTIONS

The **CONSULTANT** will be requested to assist the **R2CTPO** staff in performing bicycle/pedestrian planning activities described in the foregoing tasks. All assignments MUST be completed in accordance with **R2CTPO** policies, procedures, guidelines and rules. Federal guidelines and manuals may be required as supplemental documents. All work MUST be accomplished according to professionally acceptable engineering and planning judgment and practices. The **CONSULTANT** will be managed by a **R2CTPO** Project Manager who will provide specific direction on the work to be performed by the **CONSULTANT** for each major task as defined below through the issuance of a Work Order. The Work Order will include project requirements, schedules, documentation and total allowable project costs. Such Work Orders will be developed in cooperation with the **CONSULTANT** and issued to the **CONSULTANT** prior to any work on the initial task being initiated.

Task 1 - Development of Fee Proposal

The **R2CTPO** will submit a Project Application to the selected **CONSULTANT** to prepare a *Fee Proposal*. The *Fee Proposal* will be a binding fee that the **R2CTPO** will pay the selected **CONSULTANT** to conduct a specific Bicycle/Pedestrian project cost feasibility study. The *Fee Proposal* should take into account the **CONSULTANT's** time and effort to complete the following items:

- project coordination meetings with local government project sponsor and **R2CTPO** staff, stakeholders,
- data collection (i.e., aerial photos, plans, maps, etc. as necessary),
- site visit (conduct project site visit with local government sponsor and **R2CTPO** staff – i.e., walk through the project site),
- development of a feasible concept plan based on the coordination meetings, data collection, and site visit,
- development of a final design, construction, right-of-way (level C) planning cost estimate using FDOT District Five standards,
- presentations (if needed) to **R2CTPO** committees and stakeholders,
- preparation of a *Fee Proposal* report.

The *Fee Proposal* MUST be broken down by the above seven work categories, as well as by individual work hours and salary costs.

Task 1 - Deliverable (Fee Proposal)

At a minimum, two (2) copies of the *Fee Proposal* will need to be produced for each project reviewed. **R2CTPO** staff will compare the submitted *Fee Proposal* to previous *Fee Proposals* to ensure the reasonableness of the costs.

Task 2 - Cost Estimate Feasibility Study

Once the *Fee Proposal* has been finalized, **R2CTPO** staff will then issue a Work Order (through a Notice to Proceed) to authorize the **CONSULTANT** to begin work on the Cost Estimate Feasibility Study as outlined in the *Fee Proposal*.

The **CONSULTANT** will need to review each bicycle/pedestrian project to assess the engineering and planning characteristics. This will include, but not be limited to: the determination of available right-of-way, the documentation and identification of the solutions of obstacles that may impede the project's constructability, permitting and socioeconomic constraints, landscaping,

drainage, and engineering and design costs through site visits and coordination with sponsoring agencies.

The **CONSULTANT** will be required to prepare documentation which provides an estimate or related planning, design, right of way and construction costs. The cost estimates used in the document preparation MUST be coordinated with FDOT District Five Long Range Estimate (LRE) figures associated with design and construction costs. The construction cost estimate can be developed using FDOT's LRE system. The design component can be estimated using FDOT's staff-hour estimation guidelines and related forms using average estimated staff-hour rates.

The **CONSULTANT** will be required to provide an annual inflationary factor (multiplier) that can be used by the **R2CTPO** to estimate future costs for: design, right-of-way, and construction, in case implementation of the project cannot proceed once the study has been finalized. The annual inflationary factor must be provided in a Table for three consecutive years after the completion of the *Final Cost Estimate Report*. Therefore, if a *Final Cost Estimate Report* is completed in March of 2017, a Table showing the inflationary factors for March 2018, March 2019, and March 2020 must be provided.

Task 2 - Deliverable (Final Cost Estimate Report)

At a minimum, three (3) printed copies and one (1) electronic copy of the *Draft Cost Estimate Report* and the *Final Cost Estimate Report*, which at a minimum will include a brief executive summary, project description, maps, site visit photos of opportunities and constraints, and costs estimate tables using the latest information from the FDOT District Five LRE Office will need to be produced for each project reviewed. All three (3) copies will be provided to the **R2CTPO** who will then distribute a copy to the sponsoring agency of the project and the FDOT District Five Project Management-Scope Management Office. The **R2CTPO** will review the *Draft Cost Estimate Report* and return reports with revisions (if any) to the **CONSULTANT**. Each **CONSULTANT** will be required to implement the revisions (if any) and produce a *Final Cost Estimate Report*. The **CONSULTANT** will be required to document responses to agency comments and revisions made to the *Draft Cost Estimate Report* in the *Consultant Responses to Agency Comments Report*. At a minimum, three (3) printed copies and one (1) electronic copy of the *Final Cost Estimate Report* and *Consultant Responses to*

Agency Comments Report will need to be produced for each project reviewed. All three (3) copies will be provided to the **R2CTPO** who will then distribute a copy to the sponsoring agency of the project and the FDOT District Five Project Management-Scope Management Office.

This program is time sensitive and the **CONSULTANT** will be required to review multiple projects within a short time period and **MUST** be able to provide the **R2CTPO** with the *Draft Cost Estimate Report* within 30 days and the *Final Cost Estimate Report* and *Consultant Responses to Agency Comments Report* within 60 days of receiving a written Notice to Proceed on Task 2 from the **R2CTPO**.

III. REPORTING

Progress Reports will be prepared by the **CONSULTANT** to document progress, problems encountered and their proposed solution, adherence to schedules, percentage of completion, and planned activities. Invoices will be based upon the **CONSULTANT's** reporting of hours worked on each task detailed in Exhibit B.

IV. SCHEDULE

The services to be rendered by the **CONSULTANT** may commence upon the execution of this Agreement and issuance of the Notice to Proceed. The length of this Agreement shall be from the date of execution (the date the last party signs).

The work will be guided by a detailed project schedule identifying major tasks, their duration and task relationships, prepared by the **CONSULTANT** and furnished to the **R2CTPO** after the **CONSULTANT** is issued a Work Order and Notice to Proceed.

V. MAN-HOUR ESTIMATES

The **CONSULTANT** shall prepare a detailed project schedule using a man-hour estimate worksheet.

VI. RESPONSIBILITIES

VI.1 Responsibilities of CONSULTANT

The **CONSULTANT** shall:

- Develop graphics, write and edit project reports concurrently with the project progress.
- Document the processes and techniques used by all involved participants in the Project.

- Make presentations with the applicable graphics to the **R2CTPO** sub committees and other committees as stated in the *Fee Proposal*.
- Transmit project data in Microsoft Excel, Word, GIS shapefiles and coverages in ArcGIS format; and documentation files in Adobe Acrobat pdf and Microsoft Word on flash drive or compact disk (CD) to the **R2CTPO** at the closure of the project.

VI.2 Responsibilities of R2CTPO

The R2CTPO will:

- The **R2CTPO** will make final decisions for technical issues, approve project invoices, and preside over Project meetings and workshops.
- Provide review of all materials and documents as submitted by the **CONSULTANT** as specified herein.
- Provide documentation (to the extent that it exists) of past study area related information deemed necessary by the **R2CTPO** for the completion of this contract. This information will be provided in a timely manner in accordance with the **PROJECT** schedule.

VII. METHOD OF COMPENSATION

Payment shall be made in accordance with Section 2.0 Compensation in Exhibit B of this Agreement.

VIII. KEY PERSONNEL

The **CONSULTANT's** work shall be performed and directed by key personnel identified in the proposal prepared and submitted by the **CONSULTANT**. Any changes in the indicated personnel shall be subject to review and approval by the **R2CTPO**.

METHOD OF COMPENSATION

1.0 PURPOSE

This Exhibit defines the limits and method of compensation to be made to the **CONSULTANT** for the completion of services. It also describes the method by which payments will be made.

2.0 COMPENSATION

For satisfactory performance of authorized services described in **Exhibit A** of this Agreement, the **R2CTPO** agrees to pay the **CONSULTANT** for services rendered pursuant to this Agreement, in accordance with the method outlined below.

- Lump Sum Fee - The fee for any requested portion of work will be a lump sum fee mutually agreed upon by the **R2CTPO** and the **CONSULTANT** as stated in a *Fee Proposal* and written in an approved Work Order.

3.0 INVOICING PROCEDURE

Progress payments will be made to the **CONSULTANT** as progress reports and invoices are submitted to and approved by the **R2CTPO** Project Manager. The progress reports and invoices will be supported by such detailed cost and other information as may be required by the **R2CTPO** to substantiate the charges being invoiced. The **CONSULTANT** will maintain for this purpose a cost accounting system that is satisfactory to the **R2CTPO**. Invoices will include an itemization and substantiation of costs incurred, where appropriate. The itemization must include the amount budgeted, current amount billed, total billed to date, billing period and number of hours worked by each person or position. The detailed information must be sufficient for a proper pre-audit and post-audit of the invoice. As the *Fee Proposal* is a lump sum, the invoices will reflect a percent complete calculation.

All Invoices (along with Progress Reports) shall be dated from the first of the month through the end of the month.

The **R2CTPO** will render approval or disapproval of services. The **R2CTPO** reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the **R2CTPO**. Any payment withheld will be released and paid to the **CONSULTANT** when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the **CONSULTANT** will permit the **R2CTPO** to perform or have performed, an audit of records of the **CONSULTANT** to support the compensation paid the **CONSULTANT**. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event that funds paid to the **CONSULTANT** under this Agreement are subsequently properly disallowed by the **R2CTPO** because of accounting errors or charges not in conformity with this Agreement, the **CONSULTANT** agrees that such disallowed costs are due to the **R2CTPO** upon demand. Further, the **R2CTPO** will have the right to deduct from any payment due the **CONSULTANT** under any other contract between the **R2CTPO** and the **CONSULTANT** an amount sufficient to satisfy any amount due the **R2CTPO** by the **CONSULTANT** under the Agreement. Final payment to the **CONSULTANT** will be adjusted for audit results.

4.2 Certificate of Completion

Subsequent to the completion of the final audit, a certificate of completion will be prepared for execution by both parties stating the total compensation due the **CONSULTANT**, the amount previously paid, and the difference.

Upon execution of the certificate of completion, the **CONSULTANT** will submit either a termination invoice for an amount due or a refund to the **R2CTPO** for the overpayment, provided the net difference is not zero.