

TASK ORDER NO. 2019-02

INTERLOCAL AGREEMENT BETWEEN

**FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION, CITY OF PENSACOLA, AND
ESCAMBIA COUNTY FOR THE WEST CERVANTES STREET TRAFFIC FEASIBILITY STUDY**

I. BACKGROUND

The Emerald Coast Regional Council (ECRC) serves as staff to the Florida-Alabama Transportation Planning Organization (TPO). On December 14, 2016, the TPO adopted the West Cervantes Street Corridor Management Plan. Thereafter, Escambia County (County) and the City of Pensacola (City) adopted resolutions in support of the CMP and directed their respective staff to coordinate on the implementation of short-term and long-term corridor improvements. On May 29, 2018, the County and City entered into an interlocal agreement to contribute proportionate funding to the Florida Department of Transportation (FDOT) for the completion of a traffic feasibility study for the West Cervantes Street corridor from Dominquez Street to “A” Street.

Due to limited resources, FDOT was unsuccessful in programming the traffic feasibility study in the current or tentative Five-Year Work Program. At the TPO’s December 12, 2018 meeting, FDOT staff recommended that the County and City allow the TPO’s general planning consultant to perform the study. On January 10, 2019, the Escambia County Board of County Commissioners approved a resolution supporting the FDOT’s recommendation to retain the TPO’s general planning consultant to perform the West Cervantes Street Corridor Traffic Feasibility Study. On February 13, 2019, the TPO approved TPO staff to coordinate with City and County staff to finalize a scope of services and enter into a contract with the TPO’s general planning consultant for the West Cervantes Street Corridor Traffic Feasibility Study.

II. TASKS AND DELIVERABLES

The full descriptions of all tasks and deliverables are included in the Scope of Services as a separate attachment.

Scope Element	Tasks	Payment Amount Due
1: Project Administration	Project management and reporting	\$6,885
2: Traffic Analysis Methodology	Develop methodology for coordination and approval by ECRC	\$6,939
3: Existing Conditions	Traffic data collection Existing conditions analysis Crash analysis	\$12,129
4: Future Conditions	Develop Growth Rate Provide analysis for No Build (without lane elimination) and Build (lane elimination)	\$22,490

	Review capacity of adjacent corridors and street network	
5: Documentation	Prepare Traffic Feasibility Report Prepare for and attend TPO and Committee Meetings (up to 6) Prepare material for presentation	\$35,390
Subconsultant (Florida Transportation Engineering, Inc.)	Traffic counts	\$5,966
Admin	ECRC Staff contract oversight	\$7,694
Sub-Total		\$97,493
	Contingency	\$25,000
Total		\$122,493

III. SCHEDULE

Project is anticipated to be completed no later than nine (9) months from the issuance of the Notice to Proceed letter issued by the ECRC to General Planning Consultant (GPC), HDR, Engineering.

IV. COMPENSATION

This is a fixed-rate, flat fee contract billable monthly by percentage of work completed, with total agreement amount of **\$122,493**. The City and County agree to pay **\$78,395.52** and **\$44,097.48**, respectively, to the ECRC for worked performed by the ECRC and the GPC team. The determination of the payment levels per agency is based off corridor percentage for each agency (City 64% and County 36%). The ECRC will provide a copy of the monthly invoices to both the City and County for review and approval prior to payments are rendered. The invoice will include a status report of work performed for that month. Invoices will be submitted electronically for review and approval for processing to:

Ryan Novota
City of Pensacola
PO Box 12910
Pensacola, Florida 32521
Phone: 850-436-5533
Email: rnovota@cityofpensacola.com

David Forte
Escambia County
3363 West Park Place
Pensacola, FL 32505
Phone: 850-595-3404
Email: dvforte@myescambia.com

Within thirty (30) days of the execution of this Interlocal Agreement between the TPO, City, and County, the City and County shall remit to ECRC the sum of \$78,395.52 and \$44,097.48, respectively. Upon completion of the Project, any remaining residual funds shall be distributed between the City and County on a pro rata basis with 64% of the funds returned to the City and 36% of the funds returned to the County.

V. AMENDMENT

Amendments of this Agreement may be initiated by the City, County, or the Florida-Alabama TPO. Amendments shall be formally approved by the City and County in written form and shall be incorporated as part of the Agreement.

VI. TERMINATION

Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least thirty (30) days prior to the intended date of withdrawal, provided financial obligations continue as to work performed up to and including date of withdrawal and unavoidable expenses after that date.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement Task Order on behalf of the undersigned officials as duly authorized.

ATTEST:

FLORIDA-ALABAMA TRANSPORTATION
PLANNING ORGANIZATION

Austin Mount, Executive Director
Emerald Coast Regional Council (staff to
the TPO)

ATTEST:

CITY OF PENSACOLA

Andy Terhaar, City Council President

ATTEST: Pam Childers
Clerk of the Circuit Court

ESCAMBIA COUNTY

Deputy Clerk
(SEAL)

Lumon J. May, Chairman