

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN CITY OF AUGUSTA, GEORGIA AND WSP USA INC.

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024, by and between the **CITY OF AUGUSTA**, a Georgia municipal corporation, with offices at 535 Telfair Street, Augusta, GA 30901, hereinafter referred to as "CLIENT," and **WSP USA INC.**, a New York corporation, with offices at 3340 Peachtree Road, NE, Tower Place 100, Suite 2400, Atlanta, GA 30326, hereinafter referred to as "CONSULTANT". CLIENT and CONSULTANT may be referred to individually as a "Party" and collectively as the "Parties".

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Engagement of WSP USA Inc. CLIENT retains CONSULTANT to perform certain advisory services in support of RFQ Item #24-185 Augusta Regional Transportation Study 2055 Metropolitan Transportation Plan (MTP) Update Performance-Based Multimodal Transportation Plan, hereinafter referred to as "PROJECT" subject to the terms, conditions, and stipulations as hereinafter stated.

2. Scope of Services. CONSULTANT shall perform or provide for the performance of the services set forth in Exhibit A, Scope of Services ("SERVICES"), attached hereto and incorporated into the Agreement by reference.

3. Compensation. CLIENT shall pay CONSULTANT for performance of the SERVICES according to the fees as set forth in Exhibit B, Compensation, attached hereto and incorporated into the Agreement by reference.

4. Period of Performance. This Agreement shall become effective on the day and year first written above. Unless terminated or extended, this Agreement shall expire on December 31, 2025. CONSULTANT will provide SERVICES as set forth in Exhibit C Schedule, attached hereto and incorporated into the Agreement by reference.

CLIENT reserves the right, upon the mutual agreement of the Parties, to extend the term of this Agreement, and to increase the original compensation amount by giving written notice to CONSULTANT at least thirty (30) days prior to the expiration of the original term of the Agreement. CONSULTANT shall not perform any of the SERVICES and CLIENT shall not pay for any SERVICES performed or expenses incurred by CONSULTANT after this Agreement has expired.

CONSULTANT shall not begin any work under the terms of this Agreement until authorized in writing by CLIENT. The established expiration date of this Agreement shall be extended as

necessary by CLIENT in the event of a delay attributable to CLIENT, or because of delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of CLIENT or CONSULTANT, respectively. CONSULTANT shall, however, make reasonable efforts to mitigate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

5. Payment. CONSULTANT shall deliver to CLIENT a monthly invoice showing the compensation due to CONSULTANT for the Services performance during the invoice period. CLIENT shall make payment to CONSULTANT within thirty (30) days after receipt of a proper invoice. Invoices must reference the Agreement Number, a list of products delivered, all applicable tasks for which payment is being requested, rates charges, and amounts due. Invoices shall be addressed to:

City of Augusta
Department: Planning and Development
535 Telfair Street
Augusta, Georgia, 30901
ATTENTION: Saralyn Yarborough

Payment shall be sent to:

WSP USA Inc.
P.O. 732476
Dallas, Texas 75373-2476

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of WSP USA's invoice, then CONSULTANT may, after giving ten (10) days written notice to CLIENT, suspend services under this Agreement until CLIENT has paid in full all amounts due for services, expenses and other related charges. This provision shall only apply to undisputed invoices.

If CLIENT contests an invoice, CLIENT may withhold only that portion of payment so contested and must pay the undisputed portion.

If an invoice does not comply with the Agreement's requirements, the CLIENT shall return it within ten (10) days after receipt or in as much time required to review the requisite duties performed with the reasons why it is not a proper invoice.

6. Progress Reporting. CONSULTANT shall have regular calls with CLIENT, as needed, to discuss the various phases and the order of performance of the SERVICES in sufficient detail.

7. Modification of Agreement. The SERVICES set forth in Exhibit A of this Agreement may be reduced, modified, expanded within or beyond the scope of this Agreement by written agreement modifications executed by CLIENT and CONSULTANT.

- a. Except as provided in Paragraph b, below, in the event CLIENT requires a reduction, expansion, or modification of the SERVICES, CLIENT shall issue to CONSULTANT a written notification which specifies such reduction, expansion, or modification. Within thirty (30) days after receipt of the written notification, CONSULTANT shall provide CLIENT with a detailed cost and schedule proposal for the work to be performed or to be reduced. This proposal shall be accepted by CLIENT or modified by negotiations between CLIENT and CONSULTANT and, thereafter, an agreement modification shall be executed in writing by both parties.
- b. Notwithstanding Paragraph a, above, CLIENT may at any time, by written order, make changes within the general scope of this Agreement to the SERVICES to be performed by CONSULTANT. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, CLIENT shall make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by CONSULTANT for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by CONSULTANT of the notification of change, provided however, that CLIENT, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute subject to the provisions of Section Eighteen.

No services for which additional cost or fee will be charged by CONSULTANT shall be furnished without the prior express written authorization of CLIENT. Unless specified in a written agreement modification, no change, reduction, modification or expansion of the SERVICES within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

8. Data to be Furnished by CLIENT. CLIENT agrees to furnish CONSULTANT any plans, data, and other relevant information available to CLIENT and not prohibited by law upon request by CONSULTANT for the rendition of the SERVICES described herein.

9. Independent Contractor. CONSULTANT shall perform the SERVICES as an independent contractor. Although CLIENT reserves the right to (i) to determine the delivery schedule for the SERVICES to be performed and (ii) to evaluate the quality of the completed performance, CLIENT cannot and will not control the mean or manner of CONSULTANT's performance. CONSULTANT is responsible to determining the appropriate means and manner of

performing the SERVICES.

CONSULTANT shall be responsible for all federal, state, or local taxes applicable to compensation or payments paid to CONSULTANT under this Agreement. CLIENT will not withhold from such compensation or payments any amount(s) to cover CONSULTANT's federal, state, or local tax obligations. CONSULTANT is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to CONSULTANT under this Agreement, except as a self-employed individual.

10. Insurance. CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CLIENT against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- a. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- b. Commercial General Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars per occurrence and in the aggregate covering bodily injuries, including those resulting in death, and property damage.
- c. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- d. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars per claim and in the aggregate.

CLIENT will be included as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in item (b). The policies shall be written by a responsible company(s), authorized to do business in Georgia with an A.M. Best rating of A- VII or better, and shall be noncancellable except on thirty-(30) days' written notice to the CLIENT.

11. Indemnity. Except for willful misconduct of CLIENT, CONSULTANT shall indemnify, protect, defend, and hold harmless CLIENT and any and all of its officers, directors, agents, and employees from and against any claims, charges, damages, costs, expenses, judgments, civil fines and penalties, liabilities, or losses of any kind or nature whatsoever which

may be sustained or suffered by or secured against CLIENT and/or its officers, directors, agents, and employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of such SERVICES rendered pursuant to this Agreement to the extent such is caused by any negligent act, omission or error of CONSULTANT, its officers, directors, agents, employees, or subconsultants.

Notwithstanding any other provisions of this Agreement, and to the greatest extent permitted by law, CONSULTANT's total aggregate liability for injury or damage to CLIENT arising in any way out of this Agreement, caused by breach of (including, but not limited to loss of use, opportunity, profits, or business) shall in no event exceed a sum equal to the total of professional fees paid by CLIENT to CONSULTANT for performance of the SERVICES.

12. Personal Liability. No liability arising out of this Agreement shall accrue against any individual, director, shareholder, representative, or fiduciary of CONSULTANT unless caused by fraud or willful misconduct.

13. Termination.

- a. Parties' Right to Terminate for Convenience. This Agreement may be terminated at any time by mutual written consent of the Parties.
- b. CLIENT's Right to Terminate for Convenience. CLIENT may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days written notice to CONSULTANT. In such an event, CONSULTANT shall be paid for the SERVICES rendered, an amount bearing the same ratio to the total Agreement price as the amount of services complete or partially completed and delivered to CLIENT bears to the total amount of SERVICES provided for herein, in addition to all reasonable termination expenses as determined in good faith by the mutual agreement between CLIENT and CONSULTANT as an amendment to the Agreement.
- c. Client's Right to Terminate for Cause. CLIENT may terminate this Agreement, in whole or in part, immediately upon written notice to CONSULTANT, or at such later date as CLIENT may establish in such notice, upon the occurrence of any of the following events:
 - i. CONSULTANT no longer holds any license or certificate that is required to perform the SERVICES; or,
 - ii. CONSULTANT commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement, fails to perform the SERVICES under this Agreement within the time specified herein or

any extension thereof, or so fails to perform the SERVICES as to endanger CONSULTANT's performance under this Agreement in accordance with its terms, and such breach, default and failure is not cured within ten (10) business days after delivery of CLIENT's notice, or such longer period as CLIENT may specify in such notice.

In such an event, CONSULTANT shall be paid for the value of services rendered and delivered to CLIENT up to the time of termination less any additional expenses created by the breach. If it is determined for any reason that CONSULTANT was not in default or that CONSULTANT's failure to perform is without CONSULTANT's or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of CLIENT. In such an event, CONSULTANT shall be compensated in accordance with the Termination for Convenience clauses listed previously.

d. CONSULTANT's Right to Terminate for Cause.

- i. CONSULTANT may terminate this Agreement by giving written notice to CLIENT if CLIENT fails to pay CONSULTANT pursuant to the terms of this Agreement and if CLIENT fails to cure within ten (10) business days after receipt of CONSULTANT's written notice, or such longer period of cure as CONSULTANT may specify in such notice.
- ii. CONSULTANT may terminate this Agreement, for reasons other than nonpayment, if CLIENT commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement, fails to perform under the Agreement within the times specified, or so fails to perform as to endanger CONSULTANT's performance under this Agreement, and such breach, default or failure is not cured within ten (10) business days after delivery of CONSULTANT's notice, or such longer period as CONSULTANT may specify in such notice.

14. Ownership of Documents. CLIENT acknowledges that any software, research, reports, studies, estimates, data, photographs, negatives or other documents, plans, drawings, memoranda, computation sheets, or materials prepared by CONSULTANT in the performance of its obligations under this Agreement are to remain the property of CONSULTANT. The CONSULTANT, however, grants CLIENT a license to use said materials on the PROJECT, extensions of the PROJECT, and other projects of CLIENT, subject to the following limitations:

- a. CLIENT acknowledges that such materials are not intended or represented to be suitable for use on the PROJECT unless completed by CONSULTANT, or for use or reuse by CLIENT or others on extensions of the PROJECT or on any other project without written verification or adaptation by CONSULTANT;
 - b. Any such use or reuse, or any modification of the such materials, without written verification, completion, or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's subconsultants;
 - c. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by CLIENT; and,
 - d. Such limited license to CLIENT shall not create any rights in third parties.
15. Successors and Assigns. The Parties shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other party. Any unauthorized attempt thereat shall be void and unenforceable.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

16. Nonwaiver. No failure or waiver or successive failures or waivers by the Parties, their successors or permitted assigns, in the enforcement of any condition, covenant, or section of this Agreement shall operate as a discharge of any such condition, covenant, or section nor render the same invalid, nor impair the right of the Parties, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other Party, their successors or permitted assigns.
17. Notification.
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

To CONSULTANT: WSP USA Inc.
3340 Peachtree Road NE
Tower Place 100, Suite 2400
Atlanta, GA 30326

ATTENTION: Emily Ritzler, Senior Vice President, Southern States Advisory Business Line Lead

To CLIENT: City of Augusta
Department: Planning and Development
535 Telfair Street
Augusta, Georgia, 30901
ATTENTION: Saralyn Yarborough, Project Manager

18. Disputes, Governing Law.

- a. Any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof shall first be referred to each Party's senior management for good faith negotiations. If such negotiations fail to resolve a dispute within forty-five (45) days from delivery of a written notice requesting referral, either party may pursue its rights through the judicial process.
- b. The law of the State of Georgia shall govern the Agreement between CLIENT and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.
- c. All claims, disputes and other matters in question between CLIENT and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

19. Key Personnel. CONSULTANT has designated Fred Frank, PMP as the Project Manager (PM). In the event that the PM is unable to continue performance under this Agreement, the appointment of a replacement of equal caliber shall be subject to the prior written approval of CLIENT. CONSULTANT agrees to assign specific individuals to key positions. CONSULTANT agrees that, upon commencement of the SERVICES to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to CLIENT.

20. Confidential Information.

- a. During the term of this Agreement, each Party may provide the other access to proprietary technical and commercial information ("Confidential Information") that

is to be protected from disclosure to the same degree as the receiving Party protects its own proprietary information. For purposes of this Agreement, Confidential Information means commercially sensitive information including but not limited to technical data, trade secrets or know-how, research, data, market and financial analysis, technology, designs, drawings, engineering work product, software, inventions, processes, formulas, and other business information that is i) marked as proprietary or confidential, and ii) disclosed by one Party to the other, whether directly, indirectly, in writing, orally, by drawing, or by inspection. If disclosure is not presented in writing, the Party making the disclosure will provide a written version, marked as Confidential Information, within ten (10) business days from the date of disclosure. Confidential Information does not include information that i) is known to the receiving Party at the time of disclosure, ii) has been independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, iii) has become publicly known and generally available through no wrongful act of the receiving Party, or iv) is required to be disclosed pursuant to the lawful order of a court or governmental body, in which case, to the extent legally permissible, the Party subject to such order will give prompt notice to the other and cooperate in that Party's effort to seek appropriate protective orders.

- b. Unless authorized in writing by the disclosing Party, the receiving Party will not use Confidential Information for any purposes other than those anticipated by this Agreement.
- c. Each Party agrees to take reasonable precautions to prevent unauthorized use or disclosure of the other's Confidential Information and will notify the other as soon as possible after it becomes aware of or has reason to suspect unauthorized use or disclosure.
- d. Upon request from the disclosing Party, the receiving Party will return all copies of Confidential Information provided under this Agreement (including summaries) or certify that such information has been destroyed. The receiving Party may retain copies of Confidential Information to the limited extent required for it to comply with audit or other legal or regulatory obligations or in accordance with such Party's security, disaster recovery and/or internal procedures regarding retention of archival copies of the Confidential Information in archived computer system back-up.
- e. This section will survive termination of this Agreement.
- f. Any obligation under this section in conflict with Georgia Open Records Requirements shall be waived.

21. Publication and Publicity. The Parties, their assignees, employees, or agents shall not release or publish any information or material generated from the PROJECT to others without the express written permission of the other Party. This requirement shall survive the expiration of this Agreement. CONSULTANT acknowledges that it may be requested to release specific findings, forward-looking statements, and analyses in the form of documented reports for the explicit benefit of interested third parties, and that such a release of material will be subject to and conditioned upon a separate waiver and release between CONSULTANT and those third parties.
22. No Third Party Beneficiaries. CLIENT and CONSULTANT are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
23. Proprietary Rights. CLIENT agrees that if copyrights, patentable discoveries, or inventions or rights in data should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of CONSULTANT.
24. Standard of Performance. CLIENT agrees that CONSULTANT warrants only and exclusively to CLIENT that the standard of performance for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and in the same locality. **The foregoing warranties are exclusive and are in lieu of any and all other warranties, expressed or implied, arising by law or custom, including, but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.**
25. Subconsultants. During the performance of the Agreement, CONSULTANT may engage subconsultants as may be required for the timely completion of this Agreement. CONSULTANT will notify CLIENT of any subconsultants that may be utilized on this PROJECT.
26. Observance of Laws. Throughout the term of this Agreement, CONSULTANT shall keep fully informed of all applicable federal, state, county, and local laws, ordinances, codes, rules, and regulations in effect when the SERVICES are performed, which directly affect work authorized under the terms of this Agreement. CONSULTANT shall at all times observe and comply in all material respects with all such laws,

ordinances, codes, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

27. Non-Solicitation of Employees. Neither Party shall, during the term of this Agreement solicit for hire as an employee, consultant, or otherwise any of the other Party's personnel who have had direct involvement with the SERVICES, without such other Party's express written consent. If any employee terminates employment with either Party for any reason during the course of this Agreement, the other Party has the right to hire such employee as an employee or an independent contractor of other Party with no compensation being owed.
28. Signatory Warranty. The undersigned signatory for CLIENT hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the organization. These representations and warranties are made for the purpose of inducing CONSULTANT to enter into this Agreement.
29. Interpretation. This Agreement is the result of negotiations between the Parties, and accordingly the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted and construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of same.
30. Severability. Each part of this Agreement is intended to be separate. If any term, covenant, condition, or provision hereof is illegal or invalid or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the remaining parts of this Agreement and all such remaining parts hereto shall not be impaired or invalidated in any way, but shall be legal, valid, and enforceable and have full force and effect as if the illegal, invalid, unenforceable part has not been included.
31. Extent of Agreement. This Agreement represents the entire and integrated agreement between CLIENT and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by CLIENT and CONSULTANT,

effective from the day and year first written above.

CITY OF AUGUSTA, GEORGIA

By: _____

Printed Name: _____

Title: _____

Date: _____

WSP USA INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

- Attachments:
- Exhibit A – Scope of Services
 - Exhibit B – Compensation
 - Exhibit C - Schedule

EXHIBIT A

SCOPE OF SERVICES

Pursuant to the terms and conditions of the Agreement, CONSULTANT agrees to perform the following Scope of Services.

TASK #1 – PROJECT ADMINISTRATION AND PROJECT KICKOFF

The CONSULTANT will assign a single person to serve throughout the life of the contract as the CONSULTANT Project Manager (CONSULTANT PM). CLIENT will assign a Project Manager (PM) to work closely with the CONSULTANT PM. The overall update process and policy decisions will be guided by Augusta Regional Transportation Study (ARTS) and its committees and subcommittees.

1. The CONSULTANT and ARTS staff will host a project kick-off meeting no more than two (2) weeks after the Notice to Proceed letter. The kick-off meeting will be held at the ARTS offices in Augusta GA at a date and time satisfactory to both parties. The purpose of the project kick-off meeting is to:
 - a. Introduce both teams;
 - b. Understand the project background;
 - c. Understand the expected quality of deliverables;
 - d. Understand what needs to be done; and,
 - e. Agree on how both teams can work together effectively.
2. The CONSULTANT PM is responsible for overall project management necessary to ensure the satisfactory completion of 2055 MTP, on time, on budget, and in accordance with the scope of services. The CONSULTANT PM will be responsible for developing and adhering to a schedule that allows the submission of a Draft 2055 MTP no later than July 2024 and a Final 2055 MTP submitted no later than September 2025.
3. The CONSULTANT will develop an operations plan for completing the MTP within two (2) weeks of the Notice to Proceed letter. The operations plan will include:
 - a. Detailed listing of the activities necessary to complete the MTP;
 - b. Schedule for each activity;
 - c. Identification of who will be responsible for the activity; and,
 - d. Total resources required to complete the activity.

The operations plan developed will be reviewed by the FHWA, GDOT, SCDOT, and ARTS. Once approved, the operations plan will then become the overall management control document for completing the MTP process.

4. The CONSULTANT shall complete a draft 2055 MTP in sufficient time to allow for public review, workshops, and presentations to ARTS committees, constituents, and stakeholders.

ARTS will provide information on scheduled meetings, activities, and deadlines that impact the MTP update effort and will inform the CONSULTANT of any schedule changes.

5. ARTS committees include: the Policy Committee (PC) made up of elected and appointed officials; the Technical Coordinating Committee (TCC) comprised of administrators, planning directors, and transportation engineers from local governments and transportation-related agencies; Citizens Advisory Committee (CAC) comprised of citizens representing geographic areas within the ARTS planning area; and the South Carolina Subcommittee made up of locally elected officials.
6. Scheduled meetings within the proposed project execution period of the PC, TCC, and CAC are during the months of September and November 2024, and March, May, July, and September 2025; the South Carolina Subcommittee meets every quarter. Meetings of any ARTS committee will be important milestones for maintaining the project schedule. The CONSULTANT must be prepared to be present (and answer questions or give a presentation if requested) at ARTS committee meetings.
7. The CONSULTANT will maintain and update the schedule for completing each of the required tasks. The CONSULTANT is responsible for notification to ARTS staff of all proposed changes to the project schedule for approval.
8. The CONSULTANT is required to prepare and maintain a project schedule, indicating the time frame for the project. At a minimum, the project schedule must include:
 - a. Dates for all deliverables;
 - b. Activity start and completion dates;
 - c. Milestones important to maintaining the project schedule; and,
 - d. Steering Committee meetings.

Task #1 Project Administration Deliverables:

- Project kick-off meeting with ARTS staff and CONSULTANT
- Operations plan/ project schedule
- Monthly progress reports and figures
- Monthly invoices with supportive information to account for the invoices

TASK #2 – PUBLIC INVOLVEMENT, EDUCATION AND OUTREACH (PART 1)

Preparation of the 2055 MTP will involve extensive public involvement and public meetings. Public participation is a critical component of this process to ensure a continuing, cooperative, and comprehensive Metropolitan Transportation Planning process as well as community ownership of the 2055 MTP. Outputs of the final 2055 MTP process must reflect robust engagement with all planning partners throughout.

The CONSULTANT will support a public involvement program that ensures the residents of the ARTS planning area are aware of, actively participate in, and are engaged to the maximum extent possible. The 2055 MTP update is the “public’s plan”, so input from as many population groups is a very important part of the plan development.

1. The CONSULTANT shall undertake outreach efforts within the ARTS planning area. The CONSULTANT shall work together with ARTS staff in conducting various Public Involvement, Education, and Outreach activities in the ARTS planning area.
2. The CONSULTANT will be guided in the deployment of public outreach activities by the ARTS Public Participation Plan Update (PPP) (Adopted July 2021). The CONSULTANT may use alongside the PPP other public outreach strategies identified here <http://mpotransportationoutreachplanner.org/mpotop/strategies> as a resource to ensure that all groups, in particular, traditionally under-represented population groups are included in the planning process.
3. The CONSULTANT will be required to develop a Public Participation Strategy (PPS) for the 2055 MTP development that includes the use and expansion of ARTS branding efforts. PPS will be guided by Environmental Justice/Title VI requirements.
4. The CONSULTANT, with input from ARTS staff, shall create a theme, logo, and branding consistent with the 2055 MTP. The CONSULTANT shall use the ARTS logo on all materials such as, but not limited to: brochures, fact sheets, informational booklets, and flyers.
5. Under the guidance of ARTS staff, the CONSULTANT shall create education and outreach materials and publications that inform the public about the MTP update and ways to provide input. In addition to the ARTS logo and MTP theme/logo; the ARTS website, phone number, social media accounts, and other appropriate information must be included on all outreach materials.
6. The CONSULTANT will translate any public outreach material, as a minimum into Spanish. However, ARTS staff will work with the CONSULTANT to determine which outreach documents are translated and the language/s required.
7. The City of Augusta will host the 2055 MTP website as a page on www.augustaga.gov and will be responsible for the management and maintenance of that page. The CONSULTANT will be responsible for purchasing a website domain to redirect to the main MTP webpage on the City of Augusta website.
8. The CONSULTANT will work with ARTS staff to produce content, graphics, short videos, pictures, and infographics for placement on the ARTS and MTP websites as well as social media platforms, such as X (Twitter), Facebook, YouTube, and Instagram. The CONSULTANT will, in conjunction with ARTS, decide which social media opportunities should be pursued to maximize their effective use.
9. The CONSULTANT, under the guidance of ARTS, will develop and post an online interactive map of the ARTS planning area. The map will allow the public to click on an

area on the map and leave comments, concerns, and suggestions as to their thoughts on transportation in the ARTS planning area.

10. The CONSULTANT together with ARTS will host four public outreach meetings no later than three (3) months after the Notice to Proceed Letter. One venue in each of the four-county ARTS Planning Areas will be selected to host each meeting. The meeting objective is to outline the MTP update process to gain initial insight into the public's thoughts on transportation options and the desired goals of the MTP update.

Task #2 Deliverables - Public Involvement, Education and Outreach (Part 1):

- Development of PPS
- MTP logo, theme, and branding
- Education and outreach materials, with translation as needed
- MTP website/domain purchase and development of content, graphics, short videos, pictures, and infographics for the MTP website and social media content
- Interactive map for the 2055 MTP
- Technical Report #1: Public outlook towards MTP process, potential goals, and transportation in the ARTS planning area

TASK #3 – DATA COLLECTION AND DEVELOPMENT

The CONSULTANT shall collect, compile, and review all documents and data pertaining to the ARTS multimodal transportation system and existing and forecast travel activities in the area. These documents may include, but are not limited to reports, studies, academic literature, state and Federal statutes, programs, and data that pertain to the ARTS planning area transportation system, including best practices. The following documents will be made available to the CONSULTANT as part of the document review process:

- Aiken County Bicycle and Pedestrian Plan (2012 & 2022)
- Aiken County Comprehensive Plan 2014-2024
- ARTS 2050 Metropolitan Transportation Plan (MTP), adopted September 2020
- ARTS Advanced Transportation Management System (ATMS) Master Plan (2013)
- ARTS Congestion Management Process (CMP) Update (2021)
- ARTS FY 2017-2022 Transportation Improvement Program (TIP)
- ARTS FY 2021-2027 Transportation Improvement Program (TIP)
- ARTS FY 2024-2033 Transportation Improvement Program (TIP)
- ARTS Public Participation Plan Update (2021)

- Augusta ADA Self-Evaluation and Transition Plan (2016)
- Augusta ADA Transition Plan Update (2021)
- Augusta Transit (APT) – Comprehensive Operational Analysis (2017)
- Augusta Regional Freight Profile (2023)
- Augusta Regional Transportation Study Bicycle and Pedestrian Plan (2022)
- Augusta-Richmond Comprehensive Plan (2018)
- Augusta-Richmond Comprehensive Plan 5-Year Update (2023)
- Best Friend Express Transit Development Plan (2017)
- City of Aiken Comprehensive Plan (2017)
- City of Grovetown Comprehensive Plan (2021)
- City of North Augusta Comprehensive Plan (2017)
- Columbia County 2035 Comprehensive Plan Update (2021)
- Dougherty Road Corridor Study (2013)
- Georgia Statewide Strategic Transportation Plan (SSTP) (2021)
- Georgia Statewide Freight and Logistics Plan, 2010-2050
- Lower Savannah Council of Governments 2017-2022 Comprehensive Economic Development Strategy
- Realizing the City: The Augusta Sustainable Development Agenda (ASDA) (2010)
- Reclaiming Historic Harrisburg (2011)
- SC 19 (Edgefield Highway) Corridor Study (2014)
- SCDOT Statewide Multi-Modal Plan (2014)
- SCDOT South Carolina Statewide Freight Plan (2014)
- The 2018 Augusta-Richmond County Analysis of Impediments to Fair Housing Choice (2013)
- Transportation Management Area (TMA) Certification Review (2020)
- US 1/US 78 Corridor Study (2012)
- Westobou: A Shared Vision Master Plan (2009)
- Whiskey Road Corridor Study (2017)
- Whiskey Road Feasibility Study (2023)
- Bettis Academy Road Feasibility Study (2023)

The CONSULTANT shall review and identify projects in these documents and corresponding data in terms of their impact and relevance to the MTP update, particularly state and Federal legislation, and include any potential conflicts or inconsistencies that must be addressed.

Data necessary to support the development and measurement of the goals and objectives of the 2055 MTP update as well as required performance measures will be collected and, in some cases, created by the CONSULTANT. The CONSULTANT is expected to identify GIS and other mapping data needs early in the project schedule to support analysis and other MTP update tasks. The CONSULTANT is responsible for collecting relevant GIS layers, mapping, and data. ARTS will provide the CONSULTANT a list of available GIS layers, maps, and data; and supply requested materials electronically, when feasible, to the CONSULTANT.

Socio-Economic Data

The CONSULTANT will develop base year (2020) and future year (2055) socio-economic data for the travel demand model by Traffic Analysis Zone (TAZ) for the ARTS planning area. The socio-economic data must include but is not limited to, the following data elements: population and household data; employment data; hotel/motel, school enrollment data; acreage; and future year projections.

The CONSULTANT will prepare the socio-economic data according to the GDOT General Summary of Recommended Travel Demand Model Development Procedures for Consultants, MPOs, and Modelers. The socio-economic data will be submitted to GDOT's Modeling division on behalf of ARTS in developing the travel demand model for the ARTS planning area. The schedule for submitting data and the analysis of the data will be coordinated with GDOT's Modeling Division.

Pedestrian, Bicycle, and Greenways Data

The pedestrian, bikeways, and greenway data will be used to inventory the existing pedestrian facilities and bikeway networks within the ARTS planning area. ARTS staff will transmit to the CONSULTANT the available sidewalk and bikeway data as contained in the Aiken County Bicycle and Pedestrian Plan (2012 & 2022); and Augusta Regional Transportation Study Bicycle and Pedestrian Plan (2012 & 2022). Sidewalk and bikeway data may also be provided by jurisdictions in the ARTS planning area if needed.

The CONSULTANT will be offer corrections and modifications to the pedestrian, bicycle, and greenway information, as necessary. The CONSULTANT shall use GIS to produce the existing pedestrian, greenways, and bikeway facilities maps. The CONSULTANT shall identify on these maps major traffic generators for pedestrian and bicycle trips such as schools, recreational facilities, major employers, and others.

Freight Transportation Network Data

The 2020 and 2055 highway networks will be used to identify projects that would provide for the safe and efficient movement of freight and goods in the ARTS planning area. An inventory of truck parking facilities in the ARTS Planning Area will be part of this process. ARTS Staff will make available to the CONSULTANT the Augusta Regional Freight Profile Study (2008 & 2023), access to the IHS Markit Transearch® Database (South

Carolina only), and access to freight-related data through ARTS membership of the I-95 Corridor Coalition. The CONSULTANT will offer corrections and modifications to the information in the Augusta Regional Freight Profile, as necessary.

Transit Data

The CONSULTANT shall assemble relevant, recently completed plans and study documents to inform the development of the transit element of the MTP. The CONSULTANT shall collect Transit service data necessary to validate/calibrate the Travel Demand Model developed by GDOT. All appropriate transit data (e.g., ridership) obtained from special studies shall be reviewed and incorporated by the CONSULTANT where suitable.

Transportation System Management and Operations Data

The Consultant shall assemble and summarize local, regional, state, and national Transportation System Management and Operations (TSM&O) initiatives, projects, and studies relevant to the ARTS planning area. This data will be incorporated into the 2055 MTP, when required or practical.

Task #3 Deliverables: Data Collection and Development

- 2020 socio-economic dataset
- 2055 socio-economic dataset
- Electronic Data Inventory
- Four meetings (1 per county) with Aiken, Edgefield, Columbia, and Aiken Counties to discuss the Program of Projects
- Technical Report #2: Document review of data pertaining to the ARTS multimodal transportation system

TASK #4 – PUBLIC INVOLVEMENT, EDUCATION AND OUTREACH (PART 2)

Preparation of the 2055 MTP will involve extensive public involvement and public meetings. The second phase of public involvement, education, and outreach will be more extensive and maintain robust engagement with all MTP partners and stakeholders. The second phase of public involvement, education, and outreach will commence no later than five (5) months after the Notice to Proceed. Public involvement, education, and outreach will continue on an as-needed basis to a maximum of twelve (12) months after the Notice to Proceed letter.

1. The CONSULTANT will provide and use web-based technology and surveys for seeking public input and interactively capturing public comment throughout the MTP Update public involvement process. Hard copies of surveys and comment forms etc., will be made available to the public as needed.
2. The CONSULTANT will work with ARTS Staff to prepare all materials, documents, websites, social media, videos, and products associated with the development of MTP

update and the public outreach efforts so that they will comply with the Americans with Disabilities Act, 1990.

3. The CONSULTANT together with ARTS staff will ensure outreach and engagement efforts with key partners and stakeholders. Those partners and stakeholders should at a minimum include Federal partners such as the Federal Highway Administration (FHWA); Federal Transit Administration (FTA), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT). MPO partners include PCC, TCC, CAC, SC TCC, and Policy Subcommittee. Other key partners and stakeholders shall include, but not be limited to, local historic districts and boards, Fort Eisenhower (formerly Fort Gordon) army installation, etc.
4. The CONSULTANT may consider that venues for public involvement, education, and outreach might include: Community Workshops/Meetings; Speaker Bureaus; Participation in Community Events, e.g., Arts in the Heart; Neighborhood Associations; Town Hall Meetings; and, Transit Hubs/Interchanges.
5. The CONSULTANT will ensure that all presentations made to ARTS and its subcommittees, whether oral or using media (e.g. PowerPoint), include an education component to ensure that PC, TCC, CAC, SC TCC, and Policy Subcommittee members are afforded adequate background and context for the information they are being provided and/or decisions they are being asked to make.
6. The CONSULTANT, along with ARTS staff, will evaluate the public outreach and educational activities of the 2055 MTP update. The results of the review will evaluate how effectively the public has been educated, informed, and encouraged to actively participate in the 2055 MTP update process, as well as to obtain feedback on improving and increasing the effectiveness of future public participation efforts.

Task #4 Deliverables: Public Involvement, Education and Outreach

- Technical Report #1 (Update): Public Participation Strategy, Process and Outcomes
- Two public meetings (one in GA & SC)
- Additional outreach activities as agreed upon in the PPS

TASK #5 – REFINE GOALS, OBJECTIVES AND MEASURES OF EFFECTIVENESS/ PERFORMANCE INDICATORS

The purpose of this task is to refine and identify the 2055 MTP Goals, Objectives, and Measures of Effectiveness (GOMs). GOMs contained in the 2055 MTP and identified during the initial 2050 MTP update public meetings will be re-evaluated, and objectives and performance measures determined. The CONSULTANT will research, consider, document, and apply GOMs “best practices” from other MPOs nationwide to identify alternatives to traditional congestion measures such as volume/capacity and Level of Service (LOS) that attempt to “solve congestion.”

The update process will consider a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, and economic factors to determine and implement new and innovative transportation system performance measures that de-emphasize traditional road “congestion” in lieu of broader desirable transportation outcomes. Accessing datasets such as the Regional Integrated Transportation Information System (RITIS), National Performance Management Research Data Set (NPMRDS), or another data source may provide additional input in GOMs development. As a minimum, GOMs developed will address the 1st Century Act (MAP-21), the Fixing America’s Surface Transportation Act (FAST Act), and the Infrastructure Investment and Jobs Act (IIJA), aka the Bipartisan Infrastructure Law (BIL) to establish national performance goals for Federal highway programs:

- Safety - To achieve a significant reduction in traffic fatalities and serious injuries on public roads;
 - Infrastructure Condition - To maintain the highway infrastructure asset system in a state of good repair;
 - Congestion Reduction - To achieve a significant reduction in congestion on the National Highway System (“NHS”);
 - System Reliability - To improve the efficiency of the surface transportation system;
 - Freight Movement and Economic Vitality - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development;
 - Environmental Sustainability - To enhance the performance of the transportation system while protecting and enhancing the natural environment including impacts on air quality; and,
 - Reduced Project Delivery Delays - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion by eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies’ work practices.
1. The CONSULTANT will incorporate full consideration of the FAST Act planning factors and other associated regulations into updating the GOMs of the 2055 MTP. This development will require strong public input so that adopted GOMs address perceived areas of need or deficiency.
 2. The CONSULTANT will address the possible impacts of transportation policy decisions on land use and development. This will include impacts from pedestrians, bicycle, other non-motorized transportation, transit, extreme weather, freight, greenways, and other transportation options are fully considered and incorporated. The CONSULTANT will consider new and emerging areas such as automobile fleet electrification, ride/car sharing (motorized and non-motorized), and automation.
 3. The CONSULTANT shall be responsible for obtaining and compiling ideas from the ARTS PC, TCC and CAC, SC TCC, Policy Subcommittee, and the public. The

CONSULTANT will also review applicable GDOT and SCDOT plans and consider any other corridor studies performed in the ARTS planning area in order to ensure consistency.

4. Based on the recommended goals and objectives, the CONSULTANT will review the measures of effectiveness. This review will permit the CONSULTANT to give an opinion on an existing project prioritization tool used to rank transportation projects in the South Carolina region of the ARTS Planning Area. Consideration of any revision of the measures of effectiveness, the CONSULTANT will provide a realistic point of view and consider the availability of data and/or the requirements for the collection of the data to be used in evaluating the measures.
5. In accordance with South Carolina's adoption of Act 114, as outlined in Title 57, Section 57-1-370 of the South Carolina Code of Laws, project development shall be governed by Act 114 guidelines in the South Carolina region of the ARTS planning area. The procedural framework is elaborated in Planning Directive 15 (PD-15), officially enacted by the South Carolina Department of Transportation (SCDOT) on July 15, 2020. It is imperative to acknowledge that project prioritization and ranking may require a distinct process apart from ARTS-GA, aligning with the stipulations set forth by Act 114 and PD-15.
6. The CONSULTANT will work with ARTS staff to develop a clear and defensible approach to project prioritization, documentation, partner process guidance/education, and recommend and develop a spreadsheet or database program to implement, create reports and maps. The project prioritization tool/s developed must have the capability of customization to meet GDOTs and SCDOT's project ranking requirements which may differ from each other.
7. The prioritization process will reflect 'best practice' prioritization resources available at GDOT and/or SCDOT. The prioritization process will consider GOMs, project readiness, type of funding required versus available, economic benefit analysis and other metrics as recommended by the CONSULTANT for consideration.

Task #5 Deliverables: Develop Goals, Objectives, and Measures of Effectiveness

- Technical Report #3: Description of the development of goals, objectives and measures of effectiveness/performance indicators
- Technical Report #4: Robust project prioritization process and tool/s

TASK #6 – YEAR 2055 TRANSPORTATION NEEDS ASSESSMENT/PLAN

The CONSULTANT shall conduct a future year (2055) transportation system needs assessment. The purpose of this task is to develop a MTP that incorporates the deficiencies of the Existing & Committed (E+C) transportation facilities (including major roadways, transit, public transportation facilities, intercity bus facilities and operators, multimodal and intermodal facilities, employer-based commuting programs, nonmotorized transportation facilities and intermodal connectors) in coping with transportation demands in 2055. In addition, the CONSULTANT will develop a list of ranked/prioritized transportation needs/projects.

1. The CONSULTANT shall analyze a highway and transit assignment to the regional E+C Network with the 2055 socioeconomic data to determine the deficiencies on the highway and transit networks that will occur by the Year 2055. This will represent the “Do nothing alternative” since the E+C network includes committed improvements in the latest TIP but not beyond that.
2. The CONSULTANT must ensure that the needs assessment includes multi-modal solutions, such as: new bus routes; improvements to existing transit corridors; ITS strategies and applications; pedestrian walkways; greenways and bikeway facilities; transportation disadvantaged services; intermodal linkage and access needs; Complete Streets designs; freight related transportation improvements; Traffic Signal System review; and, arterial intersection improvements.
3. The CONSULTANT will delineate linkage between land use and transportation infrastructures. The CONSULTANT shall examine and explore urban design guidelines, development strategies, and financial incentives that support the linkage between land use and transportation planning.
4. The CONSULTANT shall identify major freight and goods generator facilities and evaluate truck traffic between these facilities and the ARTS planning area. The CONSULTANT shall recommend appropriate transportation improvement projects, which would improve freight and goods movements over the life of the Plan, and include these projects in the needs assessment.
5. The CONSULTANT shall identify areas in the transportation system where TSM&O strategies would be applicable and beneficial. The CONSULTANT shall recommend the type of ITS application(s) appropriate for each situation. The CONSULTANT shall recommend appropriate transportation improvement projects and include these projects in the needs assessment.
6. The MTP will provide for an integrated transportation system to enhance the efficiency of freight movement on the surface transportation network. The CONSULTANT shall address freight and goods movement concerns through inclusion of a variety of surface transportation projects focused on improving truck-mediated goods movement throughout the County.
7. The CONSULTANT shall review the Augusta Regional Transportation Study Bicycle and Pedestrian Plan (2022) and in cooperation with ARTS staff, shall estimate an appropriate LOS for the existing bikeways and sidewalks. The needs plan should focus on improving and enhancing LOS for areas especially around schools, major traffic generators, transit stops/ stations, and other locations identified by the CONSULTANT.
8. The CONSULTANT shall examine existing roadway conditions as they relate to bicycle and pedestrian travel and propose facility improvements to enhance the mobility and safety of pedestrians and bikers. The CONSULTANT shall examine the proposed Greenway Plan and recommend additional extensions to this plan to meet Year 2055 travel demand.
9. The CONSULTANT shall identify steps and activities to encourage the usage of bicycle and pedestrian modes of transportation. This may include documenting the health benefits

of more active choices such as walking and biking, distributing safety pamphlets, and increasing awareness in public school systems and private schools in the ARTS planning area.

10. The CONSULTANT shall identify strategies to mitigate the potential impact of the new transportation infrastructure recommended in the needs assessment on wetlands, cultural (historical/archeological) resources, water resources, threatened and endangered species habitat, and other environmentally sensitive subjects. Costs for the identified environmental mitigation strategies should be considered in the overall project costs.

Deliverables Task #6: Year 2055 Transportation Needs Assessment/Plan

- Technical Report #6: Transportation Needs Assessment/Plan

TASK #7 – FINANCIAL RESOURCES AND FEASIBILITY PLAN

The CONSULTANT shall develop a Financial Resources deliverable from the base year, 2020, through to the horizon year, 2055. The Financial Resources deliverable will describe revenue projections and assumptions supporting the projections. The purpose of this task is to ensure that the recommended projects, programs, and studies considered for inclusion in the MTP can be implemented utilizing the funding that can reasonably be expected to be available within the period of the MTP.

This analysis will demonstrate the accumulation and aggregation of information regarding existing and projected funding sources for modifications outlined in the Year 2050 Needs Plan that shall be used in the development of the Year 2055 Cost Feasible Plan. This task (crucial to the accuracy of the financially feasible plan development) will be led by the CONSULTANT. However, the CONSULTANT shall use any data available from ARTS, GDOT, SCDOT, and other agencies involved in planning and funding of transportation projects.

The funding available for new projects is the difference between the funds reasonably expected to be available for transportation modifications minus the funds required to construct committed projects and those funds required to operate and maintain the transportation system. This difference shall be the funding available to develop the Year 2055 MTP Cost Feasible Plan.

1. Early in the process, the CONSULTANT shall obtain historical financial information and identify potential project funding opportunities relative to the funding of transportation services within the ARTS planning area. This may involve obtaining financial data from Federal, GDOT, SCDOT, local agencies, ARTS, and other agencies involved in planning and funding of transportation projects. The CONSULTANT shall identify funding eligibility for each source used in the plan.
2. The CONSULTANT shall investigate alternative funding sources such as bonds, transit fares, tolls, special taxing districts, Special-Purpose Local-Option Sales Tax (SPLOST), impact fees, user fees, and local option gas taxes. All necessary financial resources from public and private sources that are reasonably expected to be made available to carry out the transportation plan shall be identified. Evaluating the financial availability of potential

funds will assist with the selection of projects that are included in the MTP. The CONSULTANT will develop a consistent, straightforward methodology for potential use by ARTS in the future.

3. As alternative scenarios are developed and refined, the CONSULTANT shall confirm and document revenues and costs related to system operations and maintenance activities covered in the MTP. The financial plan shall contain system-level estimates of costs and revenue sources that are reasonably expected to be available to operate and maintain Federal-aid highways and public transportation. The project costs for each will then be compared to the available and projected revenues. All proposed improvements should include detailed design concept, scope, and estimated engineering and construction costs in year of expenditure dollars. The fiscal constraint will be transparently demonstrated in the 2055 MTP.
4. The CONSULTANT should analyze public input data collected throughout the planning process to develop potential funding priorities. The CONSULTANT and ARTS staff should work together to communicate the relative costs and benefits of investing in various modes, such as via comparisons of person-capacity per project type, or other measures.
5. The CONSULTANT shall forecast potential financial resources for interim and horizon years that can be reasonably anticipated as potential funding for future MPO project implementation during the time frame of the recommended MTP, as follows; short term (2025-2030); mid-term (2031-2045); and, long-term (2046-2055) to build transportation improvements as documented in the needs assessment.
6. The CONSULTANT shall analyze the gap between the funding and other resources required to fully implement proposed projects and the resources reasonably forecast to be available. The CONSULTANT shall analyze whether the gap between resources needed for improvements and resources available for improvements is forecast to become larger or smaller over the time period of the plan. The CONSULTANT must include a plan of action describing the steps necessary to enact, ensure the availability and commitment of the identified funding sources.
7. The CONSULTANT shall carefully review, identify and confirm with the responsible agency the types of projects that may be funded or not with a given fund type. This information should be used in the project prioritization process.
8. The CONSULTANT shall identify ways to reduce the need for costly transportation improvements, such as land use policies, traffic signal system review, and ways to increase funding for transportation improvements, including funding for motorized and non-motorized systems. ARTS is interested in comparing the cost of these strategies relative to the likelihood of meeting forecast transportation needs.
9. The CONSULTANT shall use an inflation rate for revenue and cost estimates to reflect year of expenditure dollars based on reasonable financial principles and information.

Task #7 Deliverables: Financial Resources and Feasibility

- A preliminary financial resources summary should be provided early in the planning process to support outreach activities and scenario planning.
- Conduct a one day financial resources planning module for ARTS staff.
- Technical Report #6: Financial plan which includes a fiscally constrained project list for the final preferred scenario. The Financial Plan will also include a list of unfunded projects.

TASK #8 – DOCUMENT PREPARATION, DRAFT 2055 MTP AND FINAL 2055 METROPOLITAN TRANSPORTATION PLAN

The documentation of the MTP is a key part of the overall process. The entire work effort must be well documented. This documentation not only provides the identification of the recommended transportation system improvements for the ARTS planning area through the horizon year (2055) but outlines the processes that lead to the development of each recommendation. The draft and final 2055 MTP documents will be written in a manner that will allow the average citizen of the community to understand the MTP process and the recommendations contained therein.

1. The CONSULTANT will provide a Draft 2055 MTP for review by PC, TCC, CAC, SC TCC, and Policy Subcommittee in July 2025. Twenty-one (21) business days before review by PC, TCC, CAC, SC TCC, and Policy Subcommittee the CONSULTANT must submit the Draft 2055 MTP for internal review by ARTS and our Federal partners.
2. The CONSULTANT will provide a Final 2055 MTP for adoption by PC, TCC, CAC, SC TCC, and Policy Subcommittee in September 2025. Fifteen (15) business days before review by PC, TCC, CAC, SC TCC, and Policy Subcommittee, the CONSULTANT must submit the Final 2055 MTP for internal review by ARTS and our Federal partners.
3. The CONSULTANT shall work with ARTS staff to post all final documents and maps online, make documents available for distribution, and make documents available through ARTS no later than ninety (90) days after adoption by TPC, TCC, CAC, SC TCC, and Policy Subcommittee.
4. The CONSULTANT shall provide to ARTS up to thirty-five (35) clean, single-sided/loose-leaf, full-color paper original and Adobe Portable Data File (.pdf), InDesign, and Microsoft Word electronic versions of all materials presented. All deliveries will also be provided in an editable electronic format such as Microsoft Word, InDesign, or approved equal. This is in addition to an electronic copy of GIS maps produced along with associated layers and/or shapefiles.
5. The CONSULTANT shall prepare up to thirty-five (35) copies of the Draft 2055 MTP suitable for public distribution, and one unbound, reproducible document; and one copy in electronic format will be submitted to ARTS for their review and recommendation for approval by PC. Because revisions to the draft plan may be required at several points, it shall be printed and bound in a format that will allow changes without complete reprinting.

6. The CONSULTANT shall provide up to thirty-five (35) copies of all PowerPoint presentations to ARTS and posted on the 2055 MTP website. The 2055 MTP website shall include an accommodation to collect public comments.
7. Upon approval of the Draft Final Plan by PC, the CONSULTANT will prepare a Final Plan document incorporating all revisions and comments from the Draft. Up to thirty-five (35) copies shall be supplied to ARTS for distribution. This document should be a stand-alone document and provided in a three-ring binder.
8. The CONSULTANT shall prepare a summary report of twenty (20) or fewer pages to accompany the final report. This summary report shall document the major steps and final results of the long-range transportation plan process.
9. The consultant shall prepare up to one hundred (100) copies of a separate “Citizen’s Guide to the 2055 ARTS Metropolitan Transportation Plan,” based on the goals and objectives of the plan that is easily understood by agencies and members of the public that may not be familiar with transportation planning.

All GIS data and shapefiles, traffic data, accident/crash and intersection data, spatial schematics maps, visualization graphics, and all other related documents produced with federal funds under this Scope of Services shall be provided to the APDD editable electronic versions at the conclusion of this Project. Graphics, mapping, databases, etc., outside of Microsoft Office, ESRI GIS, Adobe Acrobat, or equal will be provided in a software format agreed upon by the CONSULTANT and the CLIENT.

EXHIBIT B

COMPENSATION

Pursuant to the terms and conditions of the Agreement, CONSULTANT agrees to perform the Scope of Services in accordance with the following fees.

Task	Fee
1 Project Administration & Project Kick-Off	\$47,728.35
1.1 Kick-Off Meeting	\$2,853.16
1.2 Project Management	\$26,526.59
1.3 Operations Plan	\$4,152.30
1.4 PC, TCC & CAC Meeting	\$12,120.16
1.5 Schedule Development & Maintenance	\$2,076.15
2 Public Involvement, Education & Outreach (Part 1)	\$82,929.06
2.1 Develop Public Participation Strategy (PPS)	\$6,526.19
2.2 Develop Theme, Logo & Branding	\$7,062.13
2.3 Create Education and Outreach Materials	\$7,589.90
2.4 Translation Services	\$6,164.30
2.5 Website and Social Media Content	\$11,127.05
2.6 Host Four Outreach Meetings	\$20,148.36
2.7 Online Interactive Mapping & Surveys	\$10,779.29
2.8 Other Outreach Activities	\$13,531.84
3 Data Collection & Development	\$36,999.43
3.1 Data Collection	\$6,458.76
3.2 Data Analysis & Findings	\$23,884.81
3.3 Four Meetings with Municipalities	\$6,655.86
4 Public Involvement, Education & Outreach (Part 2)	\$42,129.10
4.1 Outreach Materials	\$7,166.65
4.2 Outreach to Stakeholders	\$8,188.95
4.3 Outreach Activities	\$8,939.09
4.4 Presentation to ARTS and Subcommittees	\$3,955.58
4.5 Evaluate Success of Outreach Activities	\$3,701.99
4.6 Two Public Meetings	\$10,176.84
5 Refine Goals, Objectives & Measures of Effectiveness/ Performance Indicators	\$74,053.66
5.1 Update GOMs	\$13,804.44
5.2 Policy Analysis	\$10,014.34
5.3 Consistency with Plans	\$7,800.99
5.4 Review Measures of Effectiveness	\$17,021.30
5.5 Prioritization Tool	\$25,412.58
6 Year 2055 Transportation Needs Assessment/ Plan	\$80,246.35
6.1 Transportation System Needs Assessment	\$19,354.89
6.2 Analyze Highway and Transit E+C Network	\$11,678.22
6.3 Transportation/ Land Use Linkage	\$5,448.23
6.4 Multimodal Solutions	\$9,640.63
6.5 Freight and Goods Movement	\$6,913.22
6.6 TSM&O Solutions	\$6,502.80
6.7 Bike/ Ped Considerations	\$6,279.18
6.8 Mitigation Strategies	\$14,429.18

7 Financial Resources and Feasibility Plan	\$78,969.44
7.1 Financial Data Collection	\$3,799.22
7.2 Alternative Funding Sources	\$6,328.70
7.3 Revenue and Cost Scenarios	\$21,412.98
7.4 Funding Priorities	\$9,704.67
7.5 Forecast Financial Resources	\$10,974.42
7.6 Assess Financing Gaps	\$8,011.67
7.7 Identification of Projects	\$13,394.55
7.8 One Day Financial Resource Planning Module	\$5,343.22
8 Document Preparation, Draft 2055 MTP & Final 2055 MTP	\$38,531.58
8.1 Draft 2055 MTP	\$14,397.57
8.2 Final 2055 MTP	\$9,921.45
8.3 Presentation of 2055 MTP	\$7,422.22
8.4 Citizen's Guide to 2055 MTP	\$6,790.35
Labor Budget	\$481,586.97
Reimbursable Expenses & Travel	\$27,290.40
PROJECT TOTAL	\$508,877.37

EXHIBIT C

SCHEDULE

Pursuant to the terms and conditions of the Agreement, CONSULTANT agrees to perform the Scope of Services in accordance with the following Schedule.

Project Schedule

	2024					2025								
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
TASK 1: Project Administration														
NTP														
Kickoff Meeting														
Operations Plan & Schedule	D													
Committee Meetings														
TASK 2: Public Involvement, Education & Outreach 1														
Branding, Outreach Materials & Website			D											
First Set of Public Meetings (4)				P										
TchRpt 1					D									
TASK 3: Data Collection & Development														
2020 Socio-Economic Dataset			D											
2055 Socio-Economic Dataset				D										
Electronic Data Inventory				D										
4 Meetings - 1 per County	S													
TchRpt 2					D									
TASK 4: Public Involvement, Education & Outreach 2														
TchRpt 1 (Update)								S	P					
TASK 5: Goals, Objectives & Measures of Effectiveness														
TchRpt 3: Methodology for Effectiveness/Performance Indicators														
TchRpt 4: Robust Project Prioritization Process & Tools														
TASK 6: Year 2045 Needs Assessment Plan														
TchRpt5: Transportation Needs Assessment/Plan														
TASK 7: Financial Resources & Feasibility Plan														
Financial Resources Summary			D											
One Day Financial Resources Module														
TchRpt 6: Financial Plan, Fiscally Constrained														
TASK 8: Draft and Final 2045 MTP Documents														
Draft MTP for Public														
Draft MTP for TAC & CAC														
Draft MTP for PC														
Adoption by TAC & CAC														
Adoption by PC														

TchRpt = Technical Report

P=Public Meetings

S=Stakeholder Meetings

D=Deliverable