

CITY OF KEY WEST

MASTER AGREEMENT TO FURNISH

TRANSPORTATION PLANNING, DESIGN, ENGINEERING  
AND CONSTRUCTION ENGINEERING SERVICES  
CONSULTING –

TRANSIT DEVELOPMENT PLAN 2014 MAJOR UPDATE

TO THE  
CITY OF KEY WEST

MARCH 2014

Consulting Engineers:

Tindale-Oliver & Associates  
6750 N. Andrews Avenue  
Suite 200  
Ft. Lauderdale, Florida 33309

# **Master Agreement to Furnish Transportation Planning, Design, Engineering and Construction Engineering Services Consulting to the City of Key West**

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This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Key West, a municipal corporation of the State of Florida, whose address is 3132 Flagler Avenue, Key West, Florida 33040, hereafter referred to as the "CITY" and Tindale-Oliver & Associates, Inc., a Florida corporation, whose address is 6750 N. Andrews Avenue, Suite 200, Florida 33309, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the *date of execution* of the last party to sign the AGREEMENT for the term specified in Paragraph 6.1.

## **Preamble**

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1 to September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).
2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Proposals 002-14 incorporated by reference and made a part hereof.
3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

## **Article 1. Scope of Services**

The CONSULTANT'S primary responsibilities include but are not limited to providing general transportation planning / consulting services, professional and construction services relating to the City's professional engineering, construction, economics, planning, specialty consulting and any other lawful professional engineering or other consulting services which the CONSULTANT is qualified to provide and which the CITY authorizes the CONSULTANT to undertake in connection with the CITY's present and planned activities in the areas identified below. The specific services, which the CONSULTANT agrees to furnish, but are not limited to, are set forth as follows:

- 1.1 Provide documents and specifications required for the Transit Development Plan (TDP) 2014 Major Update as per Florida Administrative Code (FAC) Section 341.052: Rule 14-73.001 of the Florida Department of Transportation (FDOT), to remain eligible for the State Block Grant Funds.
- 1.2 Provide comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, chairing community meetings, planning documents and assisting the City with technical memorandum attain qualified work, construction administration and owner project representation services relating to the TDP Major Update.
- 1.3 CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the service included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.
- 1.4 The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
  - 1.4.1 Each Task Order shall be supported by appropriate cost and pricing data and such other document as required by the CITY.
  - 1.4.2 Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the Scope of Services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
  - 1.4.3 The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
  - 1.4.4 The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the City and delivered to CONSULTANT.
  - 1.4.5 The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot

contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

- 1.4.6 CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT's field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.
- 1.4.7 CONSULTANT is required to perform the Task Orders consistent with current applicable Federal, State, and City laws, codes and regulations that pertain to the Task Order. In all task orders, where changes to any law, codes, or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.

CONSULTANT shall provide the above-mentioned Scope of Services as tasked by the CITY for the project specifically identified in RFP No. 002-14 and any other tasks as assigned under this scope.

## **Article 2. Compensation**

### **2.1. Amount and Method of Compensation**

The types of compensation methods which shall be used to pay for the CONSULTANT's services are limited to the following:

- A. Lump sum payment / Not-to-Exceed, which includes compensation for all the CONSULTANT's salaries, general overhead costs, direct expenses, and profit.
- B. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.
- C. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.
- D. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.
- E. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certification stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

### **2.2. Cost Reimbursable – Per Diem (Time and Expenses)**

- A. Hourly Per Diem Rates are provided in *Attachment A* to this Agreement. Per Diem Rates are those hourly or daily rates charged for work performed on the

PROJECT by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments and shall be based on the Consumer Price Index Urban U.S City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

- B. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.
- C. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.
- D. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

### **2.3 Reimbursables**

Direct non-salary expensed, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:

- A. The CITY shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the CONSULTANT. Direct expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: 1) the costs of express courier charges, mail, supplies and field equipment incurred directly for the PROJECT, printing and reproduction of drawings, documents, and other material, and subcontracts and other outside services; and 2) special health and safety requirements of OSHA and telecommunication services; and 3) the costs of travel, including the use of CONSULTANT's vehicles, subsistence, lodging and related expenses of personnel while traveling in connection with the PROJECT in accordance with CITY policy and Florida Statute FS 112.061. Required Documentation: All requests for travel reimbursement must provide enough detail to clearly indicate the reason(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, exact mileage traveled with odometer readings must be submitted. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel. CONSULTANT is obligated to minimize all expenses incurred in the execution of this AGREEMENT.
- B. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, parking meter numbers and locations, toll booth locations, and signature of employee. Travel requested by CITY'S AUTHORIZED REPRESENTATIVE and travel associated with permitting and grants, as required by state and federal agencies, will be reimbursed in accordance with this section.

- C. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Item E above, is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expense.

### **Article 3. Invoicing and Payment**

***The items described in Article 1.1 must be completed by June 9, 2014 and billed by September 30, 2014.***

- A. Lump Sum Compensation, the CONSULTANT shall submit billings that are identified by the specific Task Order number if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.
- B. Cost Reimbursable – Per Diem Compensation (Time and Expenses), the CONSULTANT shall submit billings that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursable attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credit's for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.
- C. Method of Payment – CITY shall pay CONSULTANT within forty-five (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.
- D. In the event CONSULTANT has utilized a Subconsultant in order to perform the Task Order, CONSULTANT will be required to provide documentation that

Subconsultant and Subconsultants of Subconsultants have completed the contracted work prior to payment being made to CONSULTANT.

E. Payment will be made to CONSULTANT at:

Tindale – Oliver & Associates, Inc.  
1000 N. Ashley Drive  
Tampa, FL 33602

## **Article 4. Obligations of the Consultant**

### **4.1. General**

- A. The CONSULTANT will serve as CITY'S professional representative under this AGREEMENT, providing professional transportation planning and related consultation and advice and furnishing customary services incidental thereto.
- B. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.
- C. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- D. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.
- E. The Consultant shall ensure that the substitute or replacements is no less qualified in terms of relevant experience and qualification than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

### **4.2. Standard of Care**

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional transportation planning or consultants performing the same or similar services at the time said services are performed. The CONSULTANT will perform any services not meeting this standard without additional compensation.

### **4.3. Consultant's Personnel at Construction Site**

- A. The presence or duties of the CONSULTANT 's personnel at a construction site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control

over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity(s) or any other persons at the site except CONSULTANT's own personnel.

- B. The presence of CONSULTANT's personnel at the construction site is for the purpose of providing the CITY a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibilities for Contractor'(s) failure to perform their work in accordance with the Contract Documents.
- C. Construction sites include places of manufacture for materials incorporated into the construction work. Construction contractors include manufacturers of materials incorporated into the construction work.

#### **4.4. Opinions of Cost, Financial Considerations, and Schedules**

- A. In providing opinions of construction cost, financial analyses, economic feasibility projections, and schedules for design projects, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the CONSULTANT makes no warranty that the CITY'S actual PROJECT costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.
- B. If CITY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, CITY will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.5. Record Drawings**

- A. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, including the CITY or contractors for the work, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.
- B. Record drawings will consist only in hard copy form. Any computer-generated files on diskettes or tapes furnished by CONSULTANT are for the CITY's and other's convenience and are to be utilized at user's sole risk. Record Drawings will be signed and sealed were applicable based on CITY and/or regulatory requirements.



**4.6. Access to Consultant’s Accounting Records**

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. These records will be available to CITY during CONSULTANT’s normal business hours for a period of three (3) year after CONSULTANT’s final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The CITY may only audit accounting records applicable to cost-reimbursable and cost plus fixed fee type compensation. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT’s records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and account shall be a basis for CITY’s disallowance and recovery of any payment upon such entry.

**4.7. Consultant’s Insurance**

CONSULTANT is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amount indicated. Notwithstanding any other provision of the Contract, the CONSULTANT shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000 Combined Single Limit
General Liability	\$2,000,000 Aggregate (Per Project)
	\$2,000,000 Products Aggregate
	\$1,000,000 Any One Occurrence
	\$1,000,000 Personal Injury
	\$ 300,000 Fire Damage/Legal
Professional Liability (if appl.)	\$1,000,000 Per Claim / Aggregate
Additional Umbrella Liability	\$2,000,000 Occurrence/Aggregate

CONSULTANT shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on all policies – excepting Professional Liability – on a Primary and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONSULTANT will maintain the Professional Liability, General Liability, and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least three (3) years beyond the completion and delivery of the work contracted herein.

Notwithstanding any other provision of the contract, the CONSULTANT shall maintain complete workers’ compensation coverage for each and every employee, principal, officer, representative, or agent of the CONSULTANT who is

performing any labor, services, or material under the Contract. Further, CONSULTANT shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, CONSULTANT's workers compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. CONSULTANT shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONSULTANT's insurance policies shall be endorsed to give thirty (30) days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

CONSULTANT will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONSULTANT will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONSULTANT.

#### **4.8. Subconsultants**

The CONSULTANT may use the subconsultant, if identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants.

### **Article 5. Obligations of the City**

#### **5.1. Authorization to Proceed**

Authorization to proceed will be considered to be given upon execution of this AGREEMENT.

**5.2. City-Furnished Data**

The CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.

**5.3. Access to Facilities and Property**

City shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

**5.4. Advertisements, Permits, and Access**

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses, except those required by the bid documents, required by local, state, province, or federal authorities; and land, easements, rights-of-way, and access necessary for the CONSULTANT 's services or PROJECT construction.

**5.5. Timely Review**

- A. CITY shall review the CONSULTANT's itemized deliverables / documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.
- B. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT's services or any defect in the work of any Contractor.

**5.6. Prompt Notice**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at a place last specified; and the place for giving of notice shall remain such until is shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

Carolyn Haia, Project & Grants Manger  
Key West Transit  
627 Palm Avenue  
Key West, FL 33040

FOR CONSULTANT:

Tindale – Oliver & Associates		Tindale – Oliver & Associates
6750 N. Andrews Avenue		1000 N. Ashley Drive
Suite 200	or	Suite 400
Ft. Lauderdale, FL 33309		Tampa, FL 33602

## 5.7 Services of Consultant

Unless this AGREEMENT is modified or terminated, the CITY will have all services specified in this AGREEMENT performed by the CONSULTANT, employing CONSULTANT's standard form and content of drawings, specifications, and Contract Documents, generally conforming to the standards, recommendations, and content of the Construction Specifications Institute (CSI) and Engineers Joint Contract Documents Committee (EJCDC), and subject to the CITY's review and approval.

## 5.8 Litigation Assistance

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed and payment for such services shall be in accordance with Article 3, unless and until there is a finding by a court or arbitrator that CONSULTANT 's sole negligence caused CITY's damage.

## Article 6. General Legal Provisions

### 6.1 Agreement Period

- A. The duration of the agreement shall be *two (2) years* commencing from the date this Agreement was entered into, with an *additional two (2) year* option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission. This Agreement shall continue in effect from year to year thereafter, until terminated by the CITY.
- B. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- C. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.
- D. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within ten (10) days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- E. In the event the Contractor fails to substantially complete Task Order on or before the substantial completion date specified in its agreement with CITY or if

Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 2 for all services rendered by CONSULTANT beyond the substantial completion date.

- F. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 6.7, INDEMNIFICATION.

## **6.2. Reuse of Project Documents**

Reports, drawings, specifications, documents and other deliverables of the CONSULTANT, whether in hard copy or in electronic form, are instruments of service for the project of the City. All specifications and plans shall be made available on re-writable CD and are the property of the City of Key West. Reuse, change, or alteration on another project, by the CITY or by others acting on behalf of the CITY of any such instruments of service without the written permission of the CONSULTANT will be at the CITY's sole risk. The CITY agrees to indemnify and defend the CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration.

## **6.3 Ownership of Documents**

- A. All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article.
- B. The CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

## **6.4 Termination**

- A. This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the Director of Transportation of the City of Key West.
- B. Notice of termination shall be provided in accordance with paragraph 5.6 Prompt Notice of this Agreement.
- C. On termination, the CONSULTANT shall be paid for any authorized services performed up to the termination date. Compensation shall be withheld until all documents specified in Section 6.3A of this Agreement are provided to the CITY.

- D. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

#### **6.5 Suspension, Delay, or Interruption Of Work**

- A. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT'S schedule and CONSULTANT's compensation will be made as agreed to by both parties.
- B. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

#### **6.6 Third Party Beneficiaries**

- A. This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.
- B. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.
- C. All work products will be prepared for the exclusive use of CITY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

#### **6.7 Indemnification**

- A. The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONSULTANT, its employees or agents, in the performance of this Agreement.
- B. This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONSULTANT shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONSULTANT shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought

against the CITY whether performed by CONSULTANT, or by persons employed or used by CONSULTANT.

- C. Claims by indemnities for indemnification shall be limited to the amount of CONSULTANT's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.
- D. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

#### **6.8 Limitation of Liability**

- A. CONSULTANT services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- B. This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.
- C. This limitation of liability will apply whether CONSULTANT's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT's officers, affiliated corporations, employees, and subcontractors.

#### **6.9 Assignment**

- A. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 4.8.
- B. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.
- C. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Section 4.2
- D. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFP without the Contract Administrator's prior written approval.

#### **6.10 Applicable Law and Venue**

The law of the state of Florida and Monroe County govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

#### **6.11 Severability and Survival**

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or CONSULTANT elects to terminate this Agreement.

#### **6.12 Attorney's Fees**

In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder.

#### **6.13 Truth-in-Negotiation Certificate**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### **6.14 Nondiscrimination, Equal Employment Opportunity, Americans with Disabilities Act, and Equal Benefits for Domestic Partners**

- A. CONSULTANT shall not unlawfully discriminate against any persons in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- B. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the American with Disabilities Act regarding nondiscrimination on the basis of disability in employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliations, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of



compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

- C. Consultant shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners.

#### **6.15 Public Entity Crimes Act**

- A. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY'S competitive procurement activities.
- B. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.
- C. CONSULTANT shall promptly notify CITY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

#### **6.16 Independent Contractor**

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officer, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### **6.17 Conflicts**

- A. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- B. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by

court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceedings.

- C. In the event CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

#### **6.18 Contingency Fee**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### **6.19 Waiver of Breach and Materiality**

- A. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- B. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof.

#### **6.20 Compliance with Laws**

CONSULTANT shall comply with Federal, State, and Local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, at the time each Task Order is executed, any revisions to applicable Federal, State, Local laws, codes, ordinances, rules and regulations shall apply.

#### **6.21 Representative of City and Consultant**

- A. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

B. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Task Order shall be addressed.

**6.22 Incorporated by Reference**

The attached documents are incorporated into and made a part of this Agreement:

- Attachment A: Definitions and Identifications
- Attachment B: Consultants Hourly Fee Schedule
- Attachment C: Scope of Services Per RFP 002-14
- Attachment D: Key Transit Development Requirements

**Article 7. Schedules, and Signatures**

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: \_\_\_\_\_  
Bogdan Vitas, City Manager

ATTEST:

\_\_\_\_\_  
Cheri Smith  
City Clerk

TINDALE – OLIVER & ASSOCIATES, INC.

By: \_\_\_\_\_  
Joel Rey, P.E, AICP

## DEFINITIONS & IDENTIFICATIONS

For purpose of this Agreement and the various covenants, conditions, terms and provision which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CITY's RFP 002-14, CONSULTANT's Response to RFP dated February 19, 2014, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.
2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for term of four (4) years.
3. **Consultant:** The transportation planner selected to perform the services pursuant to this agreement.
4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the Administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions and determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
5. **Contractor:** The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.
6. **City:** City of Key West
7. **Task Order:** A detailed description of a particular service or services to be performed by Consultant under this Agreement.

## HOURLY FEE SCHEDULE

Task Descriptions		Tindale-Oliver & Associates						Total Hours	Budget	
		Principal-in-Charge	QA/QC Officer	Project Manager	Sr. Planner	Planner	GIS Specialist			Admin/Clerical
		\$213.48	\$162.46	\$139.43	\$134.50	\$87.60	\$67.14			\$59.87
<b>Task 1</b>	<b>PUBLIC INVOLVEMENT &amp; OUTREACH</b>								<b>129</b>	<b>\$16,100</b>
1.01	Prepare for and facilitate kickoff meeting with TDP review committee			8		4		1	13	\$1,526
1.02	Develop public involvement plan		1	2	4				7	\$979
1.03	Prepare for and participate in 2 public workshops			12	12			2	26	\$3,407
1.04	Conduct 10 stakeholder telephone interviews			10		4		2	16	\$1,864
1.05	Conduct operator interviews			4		4			8	\$908
1.06	Conduct 2 discussion group workshops (user/nonuser)	1	1	14	14	4		1	35	\$4,621
1.07	Prepare documentation and graphics for public involvement	1	1	2	10	6	4		24	\$2,794
<b>Task 2</b>	<b>PERFORMANCE &amp; SITUATIONAL APPRAISAL</b>								<b>248</b>	<b>\$25,272</b>
2.01	Compile and evaluate data for baseline conditions			2	4	8	8		22	\$2,055
2.02	Prepare documentation and graphics for baseline conditions	1	1	2	2	12	4		22	\$2,244
2.03	Prepare inventory of transportation services			2	4	8		1	15	\$1,578
2.04	Conduct trend analysis of existing transit services			2	2	16	2		22	\$2,084
2.05	Conduct peer review analysis		1	2	6	10	8		27	\$2,661
2.06	Estimate demand for transit services (including T-BEST)	1	1	4	12	8	40		66	\$5,934
2.07	Document relevant plans, policies, and trends		1	4	8	12		1	26	\$2,907
2.08	Perform situation appraisal	1	1	6	8	8			24	\$2,989
2.09	Prepare Technical Memorandum No. 1	1	1	2	10	8		2	24	\$2,820
<b>Task 3</b>	<b>PROVIDER'S MISSION &amp; GOALS</b>								<b>27</b>	<b>\$3,618</b>
3.01	Integrate situation appraisal and previous public input			4	4	2			10	\$1,271
3.02	Develop/refine mission and goals	1	2	4	8	2			17	\$2,347



## **Scope of Services** **RFP 002-14**

The Contractor's activities shall include:

- Public Involvement and Outreach
- Produce a technical memorandum that includes multiple analyses of KWT's performance and situational appraisal of historical and current local, regional, and national transportation services.
- Provider's Mission and Goals
- Develop and Evaluate Alternative Courses of Action
- Formulate a Ten (10) Year Implementation Program
- Identify KWT transportation plan similar and unique features in comparison with local, regional, and national transportation plans

### **Task 1: Public Involvement and Outreach**

The Transit Development Plan preparation process shall include opportunities for public involvement as outlined in the TDP public involvement plan, approved by the Department. The provider is authorized to establish time limits for receipts of comments. The TDP shall include a description of the process used and the public involvement activities undertaken. The Department, the regional workforce board and the local community shall be advised of all public meetings where the TDP is to be presented or discussed, and shall be given an opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and ten-year implementation program.

### **Task 2: Performance and Situational Appraisal**

The Transit Development Plan is a strategic planning document and will include an appraisal of factors within and outside the provider that affects the provisions of transit service. The TDP rule requires that at a minimum the following factors be analyzed:

- The effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues, and technology on the transit system.
- An estimation of the community's demand for transit service using the planning tools provided by the Florida Department of Transportation, or a Department approved transit demand estimation technique with supporting demographic, land use, transportation, and transit data. The result of the transit demand estimation process shall be a ten-year projection of transit ridership.
- An assessment of the extent to which the land use and urban design patterns in the provider's service area support or hinder the efficient provision of transit service, including any efforts being undertaken by the provider or local land use authorities to foster a more transit – friendly operating environment.

Transit agencies do not have the ability to directly "plan" the community in which they operate, but they do have the ability to influence the way in which the community grows and changes throughout the years.

### **Task 3: Provider's Mission and Goals**

The Transit Development Plan shall contain the provider's vision, mission, goals and objectives, taking into consideration the findings of the situation appraisal.

### **Task 4: Develop and Evaluate Alternative Courses of Action**

The Transit Development Plan shall develop and evaluate alternative strategies and actions for achieving the provider's goals and objectives, including the benefits and costs of each alternative. Financial alternatives, including options for new or dedicated revenue sources, shall be examined.

**Task 5: Ten-Year Implementation Program**

The Transit Development shall identify policies and strategies for achieving the provider's goals and objectives and present a ten-year program for their implementation. The ten-year program shall include: maps indicating areas to be served and the type and level of service to be provided, a monitoring program to track performance measures, a ten-year financial plan listing operating and capital expenses, a capital acquisitions or construction schedule, and anticipated revenues by source. The implementation program shall include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.

**Task 6: Relationship to Other Plans**

The Transit Development Plan shall be consistent with the Florida Transportation Plan, the local government comprehensive plans, the transit's long-range transportation plan, and regional transportation goals and objectives. The TDP shall discuss the relationship between the ten-year implementation program and other local plans.



## Transit Development Plan Requirements

*Chapter 1 – Introduction and Purpose***Table 1-1 Key TDP Requirements**

<p><b>Who:</b> TDPs are required from all entities who apply for State Transit Block Grant Funds (Section 341.052, F.S).</p> <p><b>When:</b> TDPs must be developed, adopted and submitted on or before September 1<sup>st</sup> of the fiscal year for which funding is being sought. A major update is required every five years and an annual update/progress report is required all other years.</p> <p><b>Where:</b> Plans must be submitted to and on file with the appropriate District Office.</p> <p><b>Time Period:</b> Plans must cover the fiscal year for which funds are being sought and the subsequent nine years. Plan submittal is a prerequisite to fund receipt.</p> <p><b>Contents of TDP:</b> Compliance will be evaluated by FDOT District staff based on the major elements outlined below:</p> <ul style="list-style-type: none"> <li>• Specification of an approved public participation process and documentation of its use</li> <li>• A situation appraisal that includes at least: <ul style="list-style-type: none"> <li>✓ effects of land use, state and local transportation plans, other governmental actions and policies, socio-economic trends, organizational issues and technology</li> <li>✓ estimation of the community's demand for transit service using an approved technique</li> <li>✓ performance evaluation of service provided in the community</li> </ul> </li> <li>• The agency vision, mission and goals</li> <li>• Consideration of alternative courses of action</li> <li>• Ten-year implementation plan including: <ul style="list-style-type: none"> <li>✓ Ten-year program of strategies and policies</li> <li>✓ Maps indicating areas to be served and types and levels of service</li> <li>✓ Monitoring program to track performance</li> <li>✓ Ten-year financial plan noting sources and expenditures of funds</li> <li>✓ Implementation program noting projects and services</li> <li>✓ Relationship to other plans and policies</li> </ul> </li> </ul> <p><b>Contents TDP Annual Update:</b> Annual updates shall be in the form of a progress report on the ten-year implementation program, and shall include:</p> <ul style="list-style-type: none"> <li>✓ Past year's accomplishments compared to the original implementation program</li> <li>✓ Analysis of any discrepancies between the plan and its implementation for the past year and steps that will be taken to attain original goals and objectives</li> <li>✓ Any revisions to the implementation program for the coming year</li> <li>✓ Revised implementation program for the tenth year</li> <li>✓ Added recommendations for the new tenth year of the updated plan</li> <li>✓ A revised financial plan</li> <li>✓ A revised list of projects or services needed to meet the goals and objectives</li> </ul> <p><b>FDOT Review:</b> Within 60 days of receipt of a TDP, FDOT will notify the applicant regarding compliance. Reviews of Annual Updates will be completed in 30 days.</p>
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