

**CONSULTANT AGREEMENT
WSP USA INC.
AND
[CITY OF KEY WEST]**

Effective Date: 10/15/23

Consultant Agreement No. 1 ("Agreement") between the City of Key West ("Client") and WSP USA Inc. ("Consultant") to Provide Consultant Services to develop the Major Update to the 10-Year Transit Development Plan (2025-2034) for the City of Key West Department of Transportation ("Project").

Consultant is authorized by Client pursuant to this Agreement which is effective as of the above-mentioned date and a subsequent written Notice To Proceed, to provide consultation and related professional services with regard to the Project. The specific services ("Services") Consultant will provide are shown in Exhibit B, which is Consultant's proposal and/or scope of Services to Client for Consultant's services on the Project.

It is mutually agreed that Consultant will be compensated as shown at Exhibit C, which is Consultant's price proposal to Client for Consultant's services on the Project.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated agreement composed of this Signatory page and Exhibits A, B, and C and supersedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services to be performed by the Consultant.

ACCEPTED AND AGREED:

WSP USA Inc.

[]

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A-General Terms and Conditions
Exhibit B-Scope of Services
Exhibit C-Compensation
Exhibit D-Schedule

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EXHIBIT A - GENERAL TERMS AND CONDITIONS

1. **SERVICES.** The Consultant agrees to perform the Services described in Exhibit B.
2. **COMPENSATION.** Consultant shall be promptly paid by the Client in accordance with the terms provide in Exhibit C. This Agreement will not be paid at a price higher than set out at Exhibit C without the written consent of Client.
3. **SCHEDULE.** The Consultant shall perform the Services in accordance with the Schedule set forth in Exhibit D.
4. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor which has entered into an agreement with Client to provide Services to Client and is not in a joint venture, partnership, agent-principal or employer-employee relationship with Client. The Consultant's personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.
5. **COMPLIANCE WITH THE LAW.** In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services and the Project site. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects the Services, the Consultant will inform Client of the change and its impact on Services already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant's performance under this Agreement.
6. **PUBLICITY.** During the Term and for one year thereafter, the Consultant shall not release any information related to the Services, the Project, or this Agreement, nor publish any reports, articles, or documents, nor make any statements or release to the media, without the prior written approval of Client.
7. **NON-DISCRIMINATION.** It is the policy of Client to eliminate and avoid discrimination because of race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. All Consultants providing Services or delivering products to Client are required to provide employment, training, compensation and other conditions of employment without regard to race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. Violation of this provision will be grounds for suspension, termination or cancellation of this Agreement in whole or part.
8. **SAFETY.** The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by construction contractors. Under no circumstances shall the Consultant be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of construction contractors or their employees, agents, representatives and subcontractors, in connection with their work on the Project.
9. **CHANGES.** Client retains the right to make changes to the Services, in which event an equitable adjustment shall be made to the amount payable and/or time required for performance hereunder. Any changes in the Services to be performed under this Agreement, or any changes in the amount of compensation, must be agreed to by both the Client and Consultant and incorporated in written amendments to this Agreement. Consultant shall not be obligated to perform additional or changed services that would cause its total costs to exceed the Limiting Amount unless and until the Client shall have notified Consultant in writing that the compensation has been increased.
10. **INSURANCE**

Consultant shall effect and maintain insurance at its own cost and expense to protect itself from claims under Workers' Compensation Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable, each in the amount of \$1,000,000.

Consultant shall furnish the Client with a certificate(s) of insurance showing Consultant has complied with this Article, which certificates shall provide that thirty (30) days written notification of cancellation or non-renewal of the policies shall be given to the Client.

11. STANDARD OF CARE, INDEMNITY AND LIMITATION OF LIABILITY. Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are performed. Consultant's standard of performance may not be altered, expanded or abridged by the application, interpretation or construction or any provision of the terms of the Agreement or any incorporated documents. Designer expressly disclaims all warranties, express, implied, or statutory regarding the Services, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and noninfringement.

Consultant shall indemnify and hold harmless Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability to the extent caused by the negligent acts, errors, or omissions of Consultant, its officers, employees and subconsultants for whom it is legally liable in the performance of Services under this Agreement.

To the maximum extent permitted by law, neither party shall be liable in contract, tort or otherwise to the other party for any indirect or consequential damages, including to but not limited to loss of profits, loss of use, loss of revenue, loss of capital, loss of goodwill, or any other incidental or consequential damages arising out of performance of this Agreement.

Client agrees that to the fullest extent permitted by law, and notwithstanding any other provision of the Agreement, the total liability in the aggregate of Consultant; its officers, directors, employees, agents; and Consultant subconsultants, to Client and anyone claiming by, through, or under them for any and all claims, damages, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of Consultant or its officers, directors, employees, agents, or consultants shall not exceed the Consultant's total fee, inclusive of the proceeds of insurance. The parties agree that adequate compensation has been given for this limitation.

12. CHOICE OF LAW AND VENUE. This Agreement, to include, but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims shall be governed by and construed in accordance with the laws of the state where the Project is located.

13. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may terminate the Services upon 15 days notice.

Exhibit B

Scope of Services



**City of Key West
Department of Transportation
Key West Transit**

**MAJOR UPDATE OF 10-YEAR TRANSIT DEVELOPMENT PLAN (2025-2034)
SCOPE OF SERVICES**

Introduction

The City of Key West Transit has requested WSP (Consultant) to prepare a Scope of Services and estimated budget to complete a 10-Year Transit Development Plan (TDP) Major Update for FYs 2025-2034. The Major Update will result in a playbook for transit investments in Key West to ensure the City Government is following the priorities set by the community at large.

This TDP Major Update is vital to set the direction for the next several years. The process will involve community engagement with stakeholders, businesses, civic groups, and citizens. This plan sets specific timelines for each goal and identifies the funding sources for project realization. The plan will incorporate recent works of Monroe County Transit to provide a comprehensive approach to planning for the region.

The adopted TDP must be submitted to the Florida Department of Transportation (FDOT) by September 1, 2024.

This TDP guides the transit development in Key West for the City-owned transit system. The Key West City Commission is the governing board for the transit system and will be the approving authority for the TDP.

The Consultant will prepare a TDP Major Update ensuring the preparation of a practical and implementable plan that truly reflects the near-term vision for a transit agency's growth and improvement over time. A primary goal identified for the TDP update is the identification of strategies to increase ridership and efficiency for current services and enhance connectivity to other services, local and/or regional. The resulting TDP will be compliant with the TDP Rule outlined in Chapter 14-73, F.A.C.

As a strategic plan, a TDP will identify needs in an unconstrained fashion and identify service improvements for which currently there is no funding anticipated. The 10-year vision that will be generated during this plan update provides a beneficial tie and consistency with the FDOT's long range transportation goals and plans.

Specifically, a TDP includes the following major elements:

- Public involvement plan and process

- Base data compilation and analysis (review of demographic and travel behavior characteristics of the service area)
- Performance evaluation of existing services
- Situation appraisal (transit agency strengths and weaknesses; external barriers and opportunities; estimation of community demand for transit)
- Goals and objectives
- Transit demand and mobility needs
- Development of proposed transit enhancements (funded and unfunded)
- 10-year implementation plan
- 10-year financial plan (projected costs and revenues)
- Other strategic issues specific to a given study area

An additional requirement for the TDP was added by the Legislature in 2007, when it adopted House Bill 985, amending s. 341.071, F.S., requiring transit agencies to "... specifically address potential enhancements to productivity and performance which would have the effect of increasing the farebox recovery ratio." FDOT subsequently issued guidance requiring the TDP and each annual update to include an appendix containing a summary report on the farebox recovery ratio and strategies implemented and planned to improve it.

This scope of services ensures that the major update of Key West Transit's TDP will comply with all requirements of the TDP rule. The activities to be completed during the TDP major update are listed below and detailed in the remainder of this scope of services.

- Task 1: Project Kickoff & Management
- Task 2: Establish Baseline Conditions
- Task 3: Facilitate Public Involvement
- Task 4: Identify & Evaluate Existing Transit Services
- Task 5: Conduct Situation Appraisal
- Task 6: Estimate & Evaluate Demand & Mobility Needs
- Task 7: Review & Update Goals & Objectives
- Task 8: Prepare 10-Year Transit Development Plan

Task 1: Project Kickoff & Management

Upon Notice to Proceed, the Consultant will prepare for and facilitate a virtual kickoff meeting with Key West Transit City staff. In addition, the Consultant will assist in establishing a project management team comprised of Key West City Transit staff and WSP. Other parties may be included as agreed upon.

This project management team will participate in up to ten (10) other virtual coordination meetings. The Consultant will be responsible for preparing meeting materials. Three meetings are anticipated to focus on coordinating project activities, schedule, deliverables, and reviews. The Consultant will also provide monthly progress reports with invoices, indicating current activities, upcoming actions, and any changes or impacts to the work plan. Summaries of project management team meetings will be prepared by the Consultant and provided to the Key West Transit for review.

Responsibilities of the Consultant:

- Prepare for and facilitate virtual kickoff teleconference meeting.
- Coordinate with the Key West Transit to establish the project management team.
- Prepare for and facilitate up to ten (10) virtual project management team meetings.

- Provide monthly progress reports.

Responsibilities of Key West Transit:

- Participate in virtual kickoff meeting.
- Coordinate with Consultant to establish the project management team.
- Participate in up to ten (10) virtual project management team meetings.
- Review monthly progress reports.

Task 2: Establish Baseline Conditions

As with any strategic planning process, understanding the current conditions of the transit agency’s operating environment is critical. This task establishes the baseline conditions, providing a foundation of understanding of the current socio-economic, demographics and other characteristics of the Key West Transit environment that will be used throughout the TDP analysis.

Sub-Task 2.1: Collect and Prepare Baseline Conditions

The Consultant will collect appropriate local data to document and assess the pertinent conditions in which Key West Transit operates. The documentation process will include tables, maps, and graphics that describe and illustrate the operating environment in the county. Coordination will occur with Key West Transit, and other local agencies to identify the most current local information. Other secondary sources will be used as available (e.g., American Community Survey, American Housing Survey, Florida Statistical Abstract, etc.).

At a minimum, the following conditions will be collected for this task:

- Physical description of service area
- Population characteristics and trends
- Socio-demographic characteristics and trends
- Housing, employment/labor, and related densities
- Current and future land use and densities
- Major activity centers and trip generators
- Tourist and visitor levels
- Travel behavior and commuting trends
- Roadway and traffic conditions
- Current and planned transit services
- Other conditions as available and beneficial for additional context, including any impacts from reoccurring special events

Sub-Task 2.2: Deliverable - Technical Memorandum No. 1

The Consultant will prepare Draft Technical Memorandum No. 1 to report on all work completed for Task 2. The draft document will include a summary of the prevailing local conditions identified and analyzed in Task 2. As necessary, detailed data summaries will be provided in accompanying appendices. In addition, key findings, conclusions, and summary statistics will be presented in the report in a user-friendly manner with easy-to-understand charts, tables, and/or graphs.

Upon completion, the draft document will be provided to Key West Transit staff and the project management team for review. Comments received will be incorporated as appropriate into the draft TDP document compiled from the individual technical memoranda prepared throughout the project.

Responsibilities of the Consultant:

- Compile data to support baseline conditions assessment.
- Analyze data and establish baseline conditions (maps and tables).
- Prepare Technical Memorandum No. 1.

Responsibilities of Key West Transit:

- Coordinate with Consultant as necessary.
- Review and comment on baseline data.
- Review and comment on draft Technical Memorandum #1.

Task 3: Facilitate Public Involvement

- The Florida TDP Rule emphasizes public involvement, as follows:
- The TDP preparation process shall include opportunities for public involvement as outlined in a TDP public involvement plan, approved by the Department, or the local Metropolitan/Transportation Planning Organization’s (M/TPO) Public Involvement Plan, approved by both the Federal Transit Administration and the Federal Highway Administration.
- The rule also indicates that:
- The TDP must include a description of the public involvement process and activities.
- Comments must be solicited from the Workforce Development Board.
- The Department, Workforce Development Board, and M/TPO must be advised of all public meetings where the TDP is to be presented or discussed.
- The Department, Workforce Development Board, and M/TPO must be given an opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and 10-year implementation program.

To ensure that Key West Transit meets these requirements, the Consultant will facilitate a public involvement process for the TDP effort that will encompass a wide range of activities as included in the Key West Transit’s Public Participation Program (PPP).

The following sub-tasks highlight the specific activities that will occur as part of this task.

Sub-Task 3.01: Develop Public Involvement Plan

To accommodate the Rule requirements, the Consultant will develop a TDP-specific Public Involvement Plan (PIP) that will consider all applicable requirements, the unique needs and characteristics of the community, and previous and other public involvement activities, including any that have been completed recently by Key West Transit. This plan will be submitted to FDOT District 6 staff for review and approval per rule guidance.

The Consultant will develop three (3) scenarios for updating the branding of the TDP based on internal brainstorming and ideas with Key West Transit staff. Ideas for the project brand will be reviewed and discussed as part of a virtual meeting with Key West Transit staff. Maintaining the branding of the TDP is a critical step toward making the planning and public involvement process more user friendly and ensuring the brand recognition continues beyond the completion of the TDP.

Sub-Task 3.02: Conduct Stakeholder Interviews

Since the understanding of local conditions should include knowledge of the perceptions and attitudes of community decision-makers and leaders towards transit, up to 10 virtual stakeholder interviews will be conducted as part of the public involvement process. The Consultant will work with Key West Transit staff to identify and recruit appropriate individuals to interview. Stakeholder interviews will include a representative group of Key West Transit operators. As the first line of contact and interaction with Key West Transit riders, bus operators tend to understand the needs and concerns of the system users and can provide input into understanding comments received on surveys and through workshops. The Consultant will then schedule and conduct the interviews using an interview script that will be developed and submitted to Key West Transit for review prior to the first interview. A separate interview script will be developed for the transit operator group.

Sub-Task 3.03: Conduct Discussion Group Workshops

To obtain additional public input into the TDP process, the Consultant proposes to conduct a total of two discussion group workshops that will be held in different locations to ensure representation that is more geographically distributed. These workshops typically involve a smaller group of participants (8–12 persons) in an intimate meeting setting that permits more in-depth discussion about opportunities and challenges for the existing services and community.

To generate interest and participation, the Consultant will work with Key West Transit staff to identify and invite potential participants to each workshop. This coordination also will include the selection and scheduling of appropriate venues for the workshops. For budget purposes, it is assumed that the two workshops will be held on the same day.

Potential workshop candidates may include members from the business, health, social service, and education communities, as well as local chambers of commerce, the Hotel/Motel Association, and active stakeholder groups. Since representatives from these organizations most likely would represent “nonuser” views, it will be important to notify current Key West Transit patrons of all the workshops so that the “user” perspective is represented as well. Although it may be preferable to focus rider input at a single workshop, it would be beneficial to attempt to get user participation at all the workshops to enhance the discussion.

At the workshops, a variety of techniques will be used to encourage participation and elicit perceptions, ideas, preferences, and other input that is important to inform the TDP process. For example, the Nominal Group Technique could be used to identify potential transit improvement concepts and then dot-polling and/or resource allocation exercises can be applied to the identified concepts to help set preferences on improvement priorities.

Sub-Task 3.04: Participate in Public Events as Pop-up/Listening Sessions

The Consultant will prepare for and participate at two community events for listening sessions that are designed to go out to events or locations where people gather, such as community festivals. These sessions will include displays and interactive information exchange, public surveys, and enlistment for social media. They will be designed to capture information from seasonal and permanent residents about community values, needs, and priorities. The locations will be decided jointly with Consultant and Key West Transit staff, with logistical arrangements handled by Consultant staff and session materials developed by the Consultant.

Sub-Task 3.05: Conduct Public Input Survey

The Consultant will conduct a public survey to obtain information related to the attitudes, preferences, and goals of the community related to public transit services. The survey will be available on-line, through social media,

and in a hard copy version at in-person TDP outreach events, such as the public listening sessions. Access to the on-line version will be via links on the City of Key West Transit site along with other partner agency or other stakeholder websites as identified and available.

Sub-Task 3.06: Engage Public through Website, Social Media, and Email Communications

The Consultant has found value in engaging citizens via social media and websites. It is proposed that the Consultant provide information to the City of Key West for their websites and social media, including public surveys, project information, meeting dates, and highlights about the Key West Transit system.

Emailing news and informational blasts via email lists maintained by Key West Transit and other sources, will provide additional information and outreach to stakeholders, citizens, and riders. The PIP will outline planned social media posts and other marketing/communication tools.

Responsibilities of the Consultant:

- Prepare Public Involvement Plan.
- Plan and conduct stakeholder interviews; up to (10).
- Plan and conduct discussion group workshops (2).
- Pop up events/public listening sessions (2).
- Provide website, social media, and email blast content.
- Conduct public input survey.

Responsibilities of Key West Transit:

- Review all materials and identify stakeholders.
- Assist in survey as needed.
- Schedule venues and participate in public listening sessions, discussion groups, and public workshops.
- Promote public listening sessions/workshops.
- Post on transit social media and other communication materials to City-managed platforms.

Deliverable: The results of this effort will be summarized and provided to Key West Transit staff for review and comment; it later will be provided to the project management team for consideration as part of Technical Memorandum No. 3, to be prepared under Task 7.

Task 4: Identify & Evaluate Existing Transit Services

The Consultant will work with Key West Transit staff to collect up-to-date information on existing Key West Transit services to support the review and evaluation of the transit services being provided in the City.

Information also will be collected and reviewed for other transportation services operating within and connecting to the study area. The following sub-tasks are included in the identification and evaluation of existing transit services.

Sub-Task 4.01: Inventory Existing Transportation Services

The Consultant will document the public and private transportation service providers in the service area. Due to the high level of tourism-related services, discussions will be held with the project management team regarding the direction and extent this effort will take to collect information. A survey form will be used to collect the

requisite information from the providers. Both the form and list of providers to be contacted will be reviewed with Key West Transit staff to ensure completeness and appropriateness.

The survey will be completed by telephone and/or e-mail. It is envisioned that, by provider, the inventory will document facility and equipment information, type of operation, service area, operating characteristics (including frequency and ridership), and fee structure, among other data. It is important to recognize that the completeness of the final inventory will be dependent on the willingness to participate and degree of participation of the identified transportation providers.

Sub-Task 4.02: Conduct Trend Analysis of Existing Transit Service

The Consultant will conduct a performance review of Key West Transit over a five-year period using the Florida Transit Information System (FTIS) and validated National Transit Database (NTD) information. This review will help assess existing Key West services in terms of system performance, effectiveness, and efficiency trends for the agency's fixed-route and ADA paratransit services.

This review will be undertaken to assess the performance of the system over time using measures falling into three major categories: system performance indicators, effectiveness measures, and efficiency measures (see Table 1). As part of the overall performance review of the system, this analysis will be used to help assess the extent to which the city is meeting the stated goals and objectives for transit service.

A similar review will be conducted, albeit on a reduced scale because of the availability of fewer indicators and measures, for complementary ADA paratransit service provided or funded by the city. For this evaluation, the five-year NTD data will be used.

Table 1: Performance Evaluation Indicators and Measures

General Performance Indicators Effectiveness Measures Efficiency Measures

- Passenger trips
- Passenger miles
- Vehicle miles
- Revenue miles
- Vehicle hours
- Route miles
- Operating expenses
- Capital expenses
- Operating revenues
- Total employees
- Vehicles available for maximum service
- Fuel consumption
- Vehicle miles per capita
- Passenger trips per capita
- Passenger trips per revenue mile
- Passenger trips per vehicle hour
- Revenue mileage between incidents
- Revenue mileage between roadcalls
- Roadcalls
- Operating expenses per capita

- Operating expenses per
- passenger trip
- Operating expenses per
- passenger mile
- Operating expenses per revenue
- mile
- Farebox recovery ratio
- Revenue miles per vehicle mile
- Revenue miles per vehicle
- Revenue hours per employee
- Passenger trips per employee
- Vehicle miles per gallon
- Average fare

Sub-Task 4.03: Conduct Peer Review Analysis of Existing Transit Service

The Consultant also will use FTIS and NTD data to conduct a comparative peer review for the agency’s fixed-route and complementary ADA paratransit services. This review will be completed to compare various Key West Transit performance characteristics to a group of transit peers. Peers will be selected using a specific methodology based on selected operating parameters, which will be reviewed with Key West Transit staff prior to the evaluation to ensure concurrence with the resulting peers. As in the trend analysis, the evaluation will include the indicators highlighted in Table 1 to reflect how efficiently the City supplies transit service and how effectively those services meet the needs of the area in relation to peer systems.

Responsibilities of the Consultant:

- Conduct inventory of existing services.
- Conduct trend analysis.
- Conduct peer review analysis.
- Coordinate with FDOT and City staff as necessary.

Responsibilities of the City:

- Provide necessary data to complete evaluation of services.
- Confirm list of peer transit systems.
- Coordinate with Consultant as necessary.

Deliverable: The results of this effort will be summarized and provided to Key West Transit Director for review and Comment; once finalized, it will be included as part of Technical Memorandum No. 2, to be prepared under Task 5.

Task 5: Situation Appraisal

Transit systems function best in an environment when they intimately understand the regulatory, geographic, environmental, land use, developmental, political, and other factors that impact the provision of their services. The Consultant will conduct a situation appraisal to document the local environment. The following subtasks explain the work that will be conducted as part of this task.

Sub-Task 5.01: Review Local Plans & Documents

The Consultant will collect and review local plans and documents that may have a direct bearing on transit services in the county. The goal of this process will be to compile any existing transit-related community goals,

objectives, and/or policies. The documents are expected to include FDOT's long range transportation goals and plans and other recent studies, previous TDP, Transportation Disadvantaged Service Plan (TDSP), City of Key West Strategic Plan, various local government comprehensive plans, and other related local, County, regional, or State studies, policies, etc.

Sub-Task 5.02: Conduct Situation Appraisal

The Consultant will complete a situation appraisal to help assess and document the key aspects of the transit agency's operating environment. This appraisal will involve examining the strengths and weaknesses of the system, as well as any existing barriers or threats to the provision of service in the county and key opportunities for addressing threats and/or enhancing the transit-friendliness of the operating environment.

FDOT-required elements of such an appraisal will be included to ensure compliance. This will include an assessment of the effects of land use, government policies and plans, development, and growth trends, tourism and visitors, organization, and technology trends in the City. Additionally, an estimation of the community's demand for transit services will be completed in Task 6 and referenced in the situation appraisal as appropriate. The results will provide an understanding of the challenges for transit service development focusing on current and planned development decisions and funding strategies.

Sub-Task 5.03: Deliverable: Technical Memorandum No. 2

The Consultant will prepare Draft Technical Memorandum No. 2 to report on the work completed for Tasks 4 and 5. As necessary, supporting information will be provided in accompanying appendices. As with the first technical memorandum, the report will be developed in a user-friendly manner with easy-to-understand infographics, charts, tables, and/or graphs.

Upon completion, the draft document will be provided to TPO and County staff and the project management team for review. Comments received will be incorporated as appropriate into the draft TDP document that will compile the individual technical memoranda prepared throughout the project.

Responsibilities of the Consultant:

- Review local plans/documents and identify community goals for transit services.
- Conduct situation appraisal.
- Prepare draft Technical Memorandum No. 2.

Responsibilities of Key West Transit:

- Review and comment on community goals summary and situation appraisal.
- Coordinate with Consultant as necessary.
- Review and comment on Technical Memorandum No. 2.

Task 6: Estimate & Evaluate Demand & Mobility Needs

The Consultant will estimate the demand for Key West Transit's fixed-route bus service over the 10-year horizon of the TDP. This information, along with the results from the previous tasks, will be used to evaluate the transit needs of the City. The following sub-tasks detail the effort proposed to be completed during this task.

Sub-Task 6.01: Estimate Demand for Transit Services (TBEST)

The Consultant will develop fixed-route bus ridership demand estimates (at route and system levels) for the 10-year transit planning horizon. This will be done to reflect maintenance of existing service levels throughout the period, as well as the implementation of proposed TDP improvements. Since these projections must be developed using an FDOT-approved planning tool (TBEST) or demand estimation technique, the Consultant will use the latest TBEST version available (4.7), as developed and distributed by FDOT.

Sub-Task 6.02: Assess Demand with Additional GIS-Based Tools

Other GIS-based transit demand assessment tools that will be used include the following:

- Transit Orientation Index (TOI) – illustrates the potential for traditional transit use (residential based index using demographic data by Block Group including low-income, vehicle ownership, youth population, older adults, and other populations).
- Density Threshold Assessment (DTA) – illustrates the potential for traditional and choice transit use by examining the relationship between population/employment density and propensity to choose to use transit.

Sub-Task 6.03: Identify & Assess Needs for Transit Services

The previous task efforts, particularly the results of the public involvement activities, will be critical in the assessment of potential future transit service improvement needs. The Consultant will use this information in conjunction with local conditions data to evaluate the need for new, improved, and/or expanded transit services. The GIS-based transit demand assessment tools discussed previously will be used as part of this process to assess traditional and discretionary transit markets in the City. The needs assessment also will include an examination of possible intermodal connections, coordination of service with other operators, and the potential implications for complementary ADA paratransit service. Alternative methods for potentially addressing gaps between identified needs and available services will be identified and assessed.

Sub-Task 6.04: Identify & Evaluate Alternatives

Using the results of the previous sub-task, the Consultant will work with Key West Transit staff to identify and develop transit improvement alternatives that will best meet the desired vision over the next decade for Key West Transit services in the county without consideration of being cost feasible or a funded improvement. Alternatives may range from the status quo (maintaining the existing mix of services) to existing service changes, new service recommendations, and may even include consideration of future operational assessments, special event service, mobility on demand service, and Transportation Demand Management (TDM) measures for example.

Improvements identified in Key West Forward, the City's Strategic Plan will also be considered. The Consultant then will prepare an evaluation methodology to support the development and evaluation of transit alternatives for the 10-year planning horizon. Evaluation criteria will be established and weighted in coordination with the Key West Transit. The outcome of the evaluation will be transit improvement priorities.

Responsibilities of the Consultant:

- Estimate demand for transit services (TBEST).
- Assess demand with additional GIS-based tools.
- Identify and assess needs for transit services.

- Develop evaluation methodology and develop/evaluate potential alternatives.

Responsibilities of Key West Transit:

- Review ridership estimates.
- Review and provide feedback on proposed alternatives and the evaluation.
- Coordinate with Consultant as necessary.

The results of this effort will be summarized and provided to Key West Transit staff for review and comment; it later will be provided to the project management team for consideration as part of Technical Memorandum No. 3, to be prepared in Task 7.

Task 7: Review & Update Goals & Objectives

Throughout the prior tasks, the Consultant will work with Key West Transit staff and project management team to establish the desired 10-year vision for the agency. This overarching vision will then be used to guide the development of updated goals and objectives for the City related to its transit services. Goals and objectives will be consistent with the goals of the local community with respect to transportation and land use, in general, and specifically to transit service. The goals and objectives prepared for the previous major update of the TDP, the City's Strategic Plan and the FDOTs Long Range Transportation Plan will be used as a starting point, then updated as appropriate.

The Consultant will work closely with Key West Transit to develop a vision to incorporate new mobility options and trends for the next 10 years. The following sub-tasks reflect the work that will be completed during this task to establish the goals and objectives.

Sub-Task 7.01: Integrate Situation Appraisal and Previous Public Input

The Consultant will review the results of the public involvement activities, as well as the key aspects of the situation appraisal findings, to identify major themes, concepts, and focus areas to inform the transit goals and objectives for Key West Transit. The stakeholder interviews and input from the project management team will be especially important to the goal development process.

Sub-Task 7.02: Develop Draft Goals & Objectives

The Consultant will develop a set of draft goals and objectives for Key West Transit staff and the project management team to consider. Existing goals and objectives from the previous TDP Major Update will provide a starting point for the update process. It is important to note that consistency with the transportation and land use goals of the local community will be an important consideration during this process. It is anticipated that the project management team will provide input in this regard.

Sub-Task 7.03: Prepare Technical Memorandum No. 3

The Consultant will prepare Draft Technical Memorandum No. 3 to report on the work completed for Tasks 3, 6, and 7. The draft document will also include the results from each of the public involvement activities completed as part of Task 3. Similar to the previous technical memoranda, the report will be developed in a user-friendly manner with easy-to-understand charts, tables, and/or graphs.

Upon completion, the draft document will be provided to Key West Transit staff and the project

management team for review. Comments received will be incorporated as appropriate into the draft TDP document that will compile the individual technical memoranda prepared throughout the project.

Responsibilities of the Consultant:

- Develop recommended goals and objectives.
- Prepare draft Technical Memorandum No. 3.
- Coordinate with Key West Transit staff as necessary.

Responsibilities of Key West Transit:

- Review and provide feedback on goals and objectives.
- Review and comment on Technical Memorandum No. 3.
- Coordinate with Consultant as necessary.

Task 8: Prepare 10-Year Transit Development Plan

Upon completion of all the previous tasks, the Consultant will use the resulting information to prepare a 10-year TDP for Key West Transit. The alternatives analysis will include an evaluation of the existing Key West Rides on-demand services over fixed-route services, including planning level ridership and cost estimates considering potential shifting of riders from existing services/programs (e.g., Transportation Program) to on-demand and where the shift could be appropriate in the systemwide planning.

The strategic vision plan will be compiled from the previous technical memoranda with guidance and input from Key West Transit staff and the project management team. It will contain guidance on the implementation of the plan, including considerations for potential new funding sources. The sub-tasks shown below outline the work that will be completed in this task.

Sub-Task 8.01: Prepare 10-Year Implementation & Finance Plans

The Consultant will prepare draft 10-year implementation and finance plans based on the three technical memoranda completed under the previous tasks. Among the key elements included in the plans will be the documentation of recommended service alternatives and improvements to help address identified transit needs and deficiencies; a phased plan for 10-year service and capital improvements, including a vehicle replacement plan; and a 10-year financial plan, which will detail all projected operating and capital expenses and revenues. It also will include potential new funding sources, unfunded recommendations, a policy element with system goals and objectives, and an annual farebox recovery ratio report.

Sub-Task 8.02: Review/Enhance Performance Monitoring Program

The Consultant will work with Key West Transit staff to review and enhance its performance monitoring program that will meet staff needs for tracking the performance of the agency's overall system. The program will focus on efficiency and effectiveness of service and will be set up to use regularly collected operational data (such as those compiled for NTD reporting purposes). The program will provide step-level guidance and appropriate thresholds to trigger consideration for potential route modification and elimination and be based as consistently as possible with nationally emerging performance standards and reporting.

Sub-Task 8.03: Public Workshops

The Consultant will prepare for and conduct up to two (2) workshops to further support the TDP public participation process. It is anticipated that these workshops will occur later to gather input on potential alternative improvements and the implementation plan. The Consultant will coordinate with Key West Transit staff to plan and schedule each workshop to target appropriate venues. To maximize opportunities for citizen participation, virtual options may be utilized (i.e. zoom video) and locations of the workshops will be selected to ensure geographic coverage and, to the extent possible, piggyback on other community events to maximize participation. Key West Transit staff will be responsible for securing any sites selected and for advertising and promoting the workshops.

Sub-Task 8.04: Commission/Committee Presentations

The Consultant will prepare for and make up to two presentations, one to the Key West City Commission and one to the Local Coordinating Board. For this purpose, the Consultant will develop user-friendly, graphical presentations to support first the development of a community vision or priorities for the transit system, and then secondly the communication and adoption of the TDP. The presentation files also will be available for use by Key West Transit staff beyond the adoption of the TDP.

Sub-Task 8.05: Prepare Draft TDP Document

The Consultant will prepare a complete draft TDP document that integrates all previous task elements and results. The introduction to the TDP will include a checklist of all statutorily required TDP elements and their locations within the document to demonstrate compliance to the FDOT reviewer. The plan will then be submitted electronically to the City for review and comment. Any comments provided on the draft TDP will be addressed in the final TDP.

Sub-Task 8.06: Prepare Draft Executive Summary for TDP

The Consultant will prepare a draft Executive Summary of the TDP document. The Executive Summary will be concise, use infographics and easy-to-read bullets or highlights. An electronic copy of this draft document also will be provided to the project management team for review and comment. Comments on the draft TDP Executive Summary will be addressed in the final version.

Sub-Task 8.07: Prepare Final TDP Documents

Once the draft TDP and Executive Summary have been sufficiently reviewed and accepted, the Consultant will prepare and submit the final TDP and Executive Summary to Key West Transit electronically.

Sub-Task 8.08: Prepare Citizens Version Story Map

As a supplement to the draft TDP and Executive Summary, the Consultant will develop a Story Board as a user-friendly version of the information, suitable for display on the City's website and presentations to the community.

Responsibilities of the Consultant:

- Prepare 10-year implementation and finance plans.
- Review/enhance performance monitoring system.
- Prepare for and conduct public workshops (2).

- Prepare for and provide two (2) presentations of the TDP.
- Prepare draft TDP document.
- Prepare draft Executive Summary for TDP.
- Prepare final TDP documents (1 printed copy and 1 CD/jump drive of the final documents and supporting files).

Responsibilities of Key West Transit:

- Review and comment on draft TDP.
- Review and comment on draft executive summary of the TDP.
- Coordinate logistics for board /commission presentations.
- Coordinate with Consultant as necessary.

The results of this effort will be summarized and provided to Key West Transit staff for review and comment; it later will be provided to the project management team for consideration as part of Technical Memorandum No. 3, to be prepared under Task 7.

SUMMARY OF VISITS TO KEY WEST

The Scope of Services assumes eight (8) visits with combined activities to the City of Key West. The primary purpose of each visit is summarized below; however, other meetings and field work may be performed as part of these visits, as necessary.

1. Discussion Group Workshops (2 scheduled on 1 day)
2. Public Listening Sessions (2 scheduled on 1 day)
3. Public Workshops (2 scheduled on 1 day)
4. Presentation to the Monroe Local Coordinating Board
5. Presentation to the Key West City Commission

PROJECT AGREEMENT

In accordance with the agreement between the City of Key West Department of Transportation (Key West Transit) for General Transportation Planning Consultant Services, dated MONTH XX, 2023, the City of Key West will authorize the Consultant’s services outlined in the Agreement for the completion of the **MAJOR UPDATE OF 10-YEAR TRANSIT DEVELOPMENT PLAN (2025-2034).**

PROJECT BUDGET

A detailed project budget is provided in Table 2 (including hours by staff classification and costs by task and sub-task). The professional fees to update the Key West Transit Development Plan is estimated at \$145,069 for WSP’s services outlined in Tasks 1-8. As outlined in the project agreement, this lump sum budget includes all direct and indirect costs for services described in this scope. This budget includes all directly incurred project travel, printing, and other expenses, as outlined in this scope. WSP will submit a monthly invoice and progress report.

Additionally, periodic conference calls with the Key West Transit and other personnel will be scheduled to keep Key West Transit informed of the TDP progress and upcoming activities.

Exhibit C
Compensation

1. Compensation

a. The Client shall compensate Consultant for the performance of Services under this Agreement in the lump sum amount of One-hundred forty-five thousand and sixty-nine dollars (\$145,069).

2. Payment

a. Invoices for interim payments shall be prepared by Consultant on Consultant's standard form and submitted every four (4) weeks to the Client. Each invoice shall be prepared to request payment of the portion of the lump sum amount in proportion to the percentage of Services rendered during the invoice period to the total of Services to be provided hereunder.

b. Invoices shall be due and paid within thirty (30) days of presentation to Client. Payment of invoices shall be made by wire transfer into an account designated by the Consultant. If there are disputed items and/or amounts on any invoice, the balance of such invoice, after deducting any disputed items, shall be paid in full, and the disputed items and amounts shall be presented to the Consultant for resolution as soon as such disputed items have been determined by Client. Payments due but unpaid more than thirty (30) days after presentation to Client, excluding any amounts and items disputed by Client, shall bear interest at one percent (1%) interest per month, or any lesser applicable legal limit, until paid.

Exhibit D

Schedule

Time for performance is 300 calendar days from the city's issuance of its Notice to Proceed to complete the project.

Notice to Proceed/Project Kickoff Meeting	November 1, 2023
Baseline Conditions	December 30, 2023
Facilitate Public Involvement	January/February 2024
Evaluation of Existing Services	February/March 2024
Situation Appraisal	March/April 2024
Evaluate Demand	April/May 2024
Update Goals and Objectives	May 2024
Prepare 10-Year Plan	May/June 2024
Prepare Implementation and Finance Plans	June 2024
Public Workshops, Presentations and Final Report	July/August 2024
Submittal to FDOT (no later than)	September 1, 2024