

**CONTRACT NO. 2023000464  
AGREEMENT BETWEEN CHARLOTTE COUNTY  
and  
ALFRED BENESCH & COMPANY  
for  
CHARLOTTE COUNTY TRANSPORTATION DEVELOPMENT PLAN**

**THIS AGREEMENT** is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County," and ALFRED BENESCH & COMPANY, 35 W. Wacker Drive, Suite 3300, Chicago, Illinois 60601, hereinafter referred to as the "Consultant."

**WITNESSETH**

**WHEREAS**, the County has determined that it is necessary to retain a consultant to prepare a 10-year Transportation Development Plan ("TDP") and to prepare and submit annual updates in the form of progress reports on the 10-year TDP for Charlotte County Transit that will ensure compliance with the current TDP Rule 14-73.001, as adopted on February 20, 2007 and as may be amended from time to time, while setting the stage for a future vision and strategic implementation of potential expansion and specific public transportation services for the County (the "Project"); and

**WHEREAS**, the Consultant has reviewed RFP No. 2023000464 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

**WHEREAS**, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE 1.  
INCORPORATION OF DOCUMENTS**

1.1. RFP No. 2023000464, consisting of pages 1 through and including 25, with the attached Federal Contract Provisions and Lobbying Certification Form, issued by the County on August 16, 2023; Addendum #1 to RFP 2023000464 issued by the County on August 25, 2023; Addendum #2 to RFP 2023000464, issued by the County on September 1, 2023; Addendum #3 to RFP 2023000464, issued by the County on September 6, 2023; and the Proposal submitted by Consultant dated August 31, 2023, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2023000464, are hereby specifically made part of this Agreement as if same had

been set forth at length herein. The Scope of Services for Tasks A through N, the Budget Summary and the Budget Detail by Task are attached hereto as **Exhibit A**. Federal Contract Provisions applicable to this Agreement are attached hereto as **Exhibit B**. **Exhibits A and B** are specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement, including all Exhibits hereto;
- 2) RFP No. 2023000464 and all Addenda thereto;
- 3) The Proposal submitted by Consultant dated August 31, 2023.

## **ARTICLE 2.** **CONSULTANT'S SCOPE OF SERVICES**

2.1. Consultant agrees to perform all the services and provide all the materials for the Project described in RFP No. 2023000464 as described in the Scope of Services, attached hereto as **Exhibit A**.

2.2. Consultant agrees to provide its services and materials in the times specified for performance contained in RFP No. 2023000464, RP-22, Project Schedule, and **Exhibit A**. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement, from any cause whatsoever, and the Consultant expressly acknowledges and agrees that it shall receive no damages for suspensions, hindrances or delays. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform additional services related to the Project, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant and payment therefore by County.

## **ARTICLE 3.** **COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES**

3.1. County shall pay Consultant for those tasks listed in the Scope of Services, **Exhibit A** actually performed by Consultant, based on the number of hours spent and the hourly rates as set forth in **Exhibit A, Budget Details by Task**. The total payment to Consultant shall not exceed Four Hundred Ninety-Nine Thousand Sixty-Two Dollars and no cents (\$499,062.00) during the term of this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis based on **Exhibit A** and shall be subject to review and approval by the County Director of Budget and Administrative Services or his or her designee.

3.3. Consultant shall submit all billings for payment on a monthly basis to the County Purchasing Division for processing.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Budget and Administrative Services or his or her designee. Should the County Director of Budget and Administrative Services, or his or her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

#### **ARTICLE 4. CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish its services in accordance with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care") and in accordance with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same Standard of Care shall be required of any subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any services that fail to meet the Standard of Care for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

#### **ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS**

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of the County and shall be delivered to the County without charge, restriction or limitation as to use, regardless of the format of the document (paper or electronic), upon request or upon the termination of this Agreement. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

## **ARTICLE 6.** **COUNTY'S RESPONSIBILITIES**

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

## **ARTICLE 7.** **TERM / TERMINATION**

7.1.1. The Effective Date of this Agreement is the date on which it is fully executed by both parties.

7.1.2. This Agreement shall begin on the Effective Date and will remain in effect until all services required under this Agreement, and any amendments hereto, are completed to the County's satisfaction. Consultant's services shall be deemed complete when Consultant provides all products and services contained in **Exhibit A** and required under this Agreement and any amendments hereto, and the County accepts such products and services as satisfactory, unless otherwise terminated in accordance herewith.

7.1.3. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.2. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed or commenced (to the extent performed) in accordance with Scopes of Services. Notwithstanding the foregoing or anything to the contrary in the Contract documents, in the event of termination for cause, this Agreement will not terminate if Consultant cures its failure within seven (7) days of the notice of termination.

7.3. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon ten (10) calendar days' written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Article 3 and Subsection 7.2., above.

**ARTICLE 8.**  
**NOTICES**

8.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

**CONSULTANT:**

Alfred Benesch & Company

**COUNTY:**

Purchasing Division

Name: William Ball, AICP  
Senior Vice President

Name: Kimberly A. Corbett  
Sr. Division Mgr.

Address: 1000 N. Ashley Drive, Suite 400  
Tampa, FL 33602

Address: 18500 Murdock Circle, Suite 344  
Port Charlotte, FL 33948

8.2. Consultant shall immediately notify County of any changes in address.

**ARTICLE 9.**  
**ASSIGNMENT**

9.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors without written notice to and approval of such action by County.

**ARTICLE 10.**  
**EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

10.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

10.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The County has the right to enter into contracts with other Consultants for the provision of professional services.

**ARTICLE 11.  
GOVERNING LAW / VENUE**

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie, if in Circuit Court, in the Twentieth Judicial Circuit in and for Charlotte County, Florida, and if in federal court, in the U.S. District Court for the Middle District of Florida.

**ARTICLE 12.  
INDEPENDENT CONSULTANT STATUS**

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

12.2. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain, as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

**ARTICLE 13.  
AUDIT AND RECORDS REQUIREMENTS**

13.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County, the County shall respond within thirty (30) days and the Consultant shall deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

13.2. If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

13.3. Pursuant to Section 119.0701 of the Florida Statutes, Consultants acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with

a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, SUITE 109, PORT CHARLOTTE, FLORIDA 33948.**

**ARTICLE 14.  
INDEMNIFICATION**

14.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers and employees, from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

14.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

**ARTICLE 15.  
EMPLOYEE RESTRICTIONS**

15.1. Charlotte County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Consultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment

provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

15.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Consultant to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(5)(c)3, *Fla. Stat.*

15.3. The Consultant shall incorporate the terms of paragraphs 15.1. and 15.2. into all contracts with subcontractors.

**ARTICLE 16.**  
**SCRUTINIZED VENDORS**

16.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date(s) written below.

WITNESSES:

Signed By: Christina Gomez

Print Name: Christina Gomez

Date: January 9, 2024

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ALFRED BENESCH & COMPANY**

By: William Ball  
William Ball, AICP

Title: Senior Vice President

Date: January 9, 2024

ATTEST:

Roger D. Eaton, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Dawn Johnston  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: William G. Truex  
William G. Truex, Chairman

Date: January 9, 2024

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR 2023-1125

Exhibit List:

Exhibit A – Scope of Services, Budget Summary and Budget Detail by Task

Exhibit B – Federal Contract Provisions

Charlotte County  
RFP No. 2023000464 -- Transit Development Plan Update  
Scope of Services

### I. Purpose and Background

Charlotte County, Florida (COUNTY) and Benesch (CONSULTANT) mutually agree to furnish, each to the other, the respective services, information, and items, as described herein and included in CONSULTANT Scope of Services to prepare the Charlotte County Transit Development Plans (TDP) over the next five years. On October 10, 2023, the Charlotte County Board of County Commissioners selected the CONSULTANT, as the result of a Request for Proposal (RFP) process, RFP No. 2023000464, dated August 16, 2018, submitted September 6, 2023.

The planning activities to be completed under this contract by the CONSULTANT relate to the preparation of the annual 10-year strategic public transportation plan for the COUNTY that will ensure compliance with the current Florida TDP Rule, as adopted on February 20, 2007, and other related deliverables.

This Scope of Services is organized into a series of tasks to support these deliverables over the next five years as summarized in Table 1.

Table 1: Summary of Contract Deliverables and Tasks

Deliverable	Tasks
FY 2025-2034 TDP Major Update	<ul style="list-style-type: none"><li>– Task A: Establish Baseline Conditions and Conduct Situation Appraisal</li><li>– Task B: Refine and Implement the MPO Public Involvement Plan for the TDP</li><li>– Task C: Evaluate Demand and Mobility Needs</li><li>– Task D: Develop Goals and Objectives</li><li>– Task E: Prepare Implementation and Financial Plans</li><li>– Task F: Prepare Final TDP and Presentations</li><li>– Task G: Develop and Execute a Comprehensive Post-TDP Adoption Outreach and Marketing Program</li></ul>
TDP Annual Progress Reports (4): – FY 2025-2036 APR – FY 2026-2037 APR – FY 2027-2038 APR – FY 2028-2039 APR	<ul style="list-style-type: none"><li>– Task H: Review Transit Service and Past Year Accomplishments</li><li>– Task I: Complete Update of TDP Service, Implementation, and Financial Plans</li><li>– Task J: Prepare APRs and Facilitate Meetings</li><li>– Task K: Continue TDP Outreach and Marketing Campaign</li></ul>
Systemwide Fare Evaluation and Equity Analysis	<ul style="list-style-type: none"><li>– Task L: Develop and Implement a Systemwide Fare Study and Equity Analysis</li></ul>
Systemwide Alternative Fuel Assessment	<ul style="list-style-type: none"><li>– Task M: Conduct a Systemwide Alternative Fuel Assessment</li></ul>
Transit Asset Management Plan Update	<ul style="list-style-type: none"><li>– Task N: Prepare Transit Asset Management Plan Update</li></ul>



## II. FY 2025-2034 10-Year TDP Major Update

The following scope of services describes the tasks and resulting deliverables necessary to complete a major update of the TDP for FYS 2025-2034.

### **Task A: Establish Baseline Conditions and Conduct Situation Appraisal**

This task will establish the baseline, including the identification and understanding of the policies, conditions, and environment that influence transit in Charlotte County.

#### **Task A.1: Establish Baseline Conditions**

The CONSULTANT will collect local data to document and assess pertinent conditions of CCT's service area and operating environment and to provide critical base data needed for subsequent tasks.

Coordination will occur with the Charlotte-Punta Gorda Metropolitan Planning Organization (MPO), Florida Department of Transportation (FDOT) District One, and others as necessary to identify the most current local and regional information for this assessment. Other secondary sources will be used as available (i.e., the 2020 Census, the latest American Community Survey Five-Year Estimates, the American Housing Survey, Longitudinal Employer-Household Dynamics, Bureau of Economics and Business Research, etc.). Reported information for the baseline conditions assessment will be done using graphics and maps to illustrate key points.

#### **Task A.2: Prepare Inventory of Transportation Services**

This effort will provide a detailed overview of CCT's current services and infrastructure. The CONSULTANT will work with County staff to collect historical data on service levels, ridership, fare levels recent fare policy changes, etc. A description of the services in the area will be developed. In addition, current and planned services will be analyzed, including general service operations, infrastructure, vehicles, and other amenities and support equipment to assist in understanding the mobility options currently available within Charlotte County and help identify connection opportunities to neighboring locations. The CONSULTANT will also develop an inventory of public and private transportation service providers in CCT's service area, including for the transportation disadvantaged populations, intercity bus and charter services, taxis, and transportation network companies such as Uber or Lyft. Information will be gathered using readily available information.

#### **A.3: Complete Trend Analysis of Existing Service**

The CONSULTANT will conduct a performance review of the CCT system over five years using the Florida Transit Information System (FTIS), validated National Transit Database (NTD) information, and supplementary data from Charlotte County will be undertaken. This review will help assess existing county transit services in terms of system characteristics, performance, effectiveness, and efficiency trends.

#### **A.4: Conduct Peer Community Review/Analysis**

Charlotte County does not currently operate fixed route services. The CONSULTANT will conduct a separate aspirational peer review. The methodology used to select the aspirational peer agencies not only be based on service area size and demographics but also consider whether systems have implemented technology-based on-demand services. The specifics of this will be discussed with County staff as part of the overall methodology decision-making process.



#### **A.5: Document Relevant Plans, Policies, Trends**

The CONSULTANT will review local, regional, state, or federal plans or policies with a direct bearing on transit services in Charlotte County. This effort will help to identify existing transit-related community goals, objectives, and/or policies for the situation appraisal. The documents to be reviewed will be discussed with County staff and are expected to include, but not be limited to the 2040 Florida Transportation Plan; FDOT District One's Five-Year Work Program, area-wide studies, corridor studies, etc.; the MPO's LRTP and other recent MPO-led studies/plans; Charlotte County's latest Strategic Plan, previous TDP, 2023 APR and applicable operating SOPs or other policy documents; the local Transportation Disadvantaged Service Plan (TDSP); Charlotte County and applicable municipal comprehensive plans and development policies; and the most recent TDPs for neighboring systems LeeTran and Sarasota County Transit.

#### **A.6: Perform Situation Appraisal**

The situation appraisal uses key findings from the earlier tasks to identify and evaluate various factors that influence the transit operating environment in Charlotte County. This assists in understanding the potential strengths and challenges that the County should be aware of and consider over the next 10 years. In addition to the plans and policies consistency review, a key piece of the situation appraisal is the demand estimation needed to project ridership for the next decade detailed in Task C. The situation appraisal will address all required elements as identified in the current TDP Rule and proactively consider anticipated rulemaking changes, as appropriate.

#### **Task A.7: Prepare Technical Memorandum 1**

Technical Memorandum 1 will document the outcomes of Task A, including the baseline conditions, transit performance evaluation, and the situation appraisal. The draft tech memo will be made available electronically for review and comment by County staff. Comments received will be incorporated as appropriate into a final version.

#### **Task A Deliverables:**

- Baseline Conditions
- Existing Services Inventory
- Trend Analysis
- Peer Analysis
- Plan/Policy Review
- Situation Appraisal
- Draft/Final Tech Memo 1

#### **Task B: Refine and Implement MPO Public Involvement Plan for TDP**

Under this task, the CONSULTANT will support Charlotte County in ensuring that the public outreach activities undertaken for the TDP are consistent with the current TDP Rule requirements. Specific activities will be led by Charlotte County and others led by the CONSULTANT, as noted in each subtask description.

#### **B.1: Coordinate with County Staff to Refine the Public Involvement Plan**

The CONSULTANT will support the County/MPO's efforts to refine the MPO's Public Involvement Plan (PIP) so that it specifically addresses the process for the major update of the TDP and complies with the



current TDP Rule. The CONSULTANT will provide input regarding the TDP activities and review/comment on the refined PIP prepared by the County/MPO before it is transmitted to FDOT District One.

**B.2: Develop TDP Brand, Provide Materials for Website, Distribute E-mail Blasts**

**TDP Brand:** Charlotte County successfully branded “Charlotte Rides” since the 2014 TDP, providing a long-term consistent and cohesive brand for the County’s TDP. At the kickoff meeting with County/MPO staff, the CONSULTANT will include a brainstorming session on the next TDP brand. Following this, the CONSULTANT will provide at least three branding scenarios for review. The TDP brand will be selected and finalized with County and MPO staff input and used throughout the TDP process.

**Website Materials:** As determined by the refined PIP, The CONSULTANT will prepare TDP outreach materials and provide them to the County/MPO for posting on their respective websites. This will likely include key project deliverables, public outreach event announcements/schedules, or links to online surveys. Any online survey used for the TDP effort will be linked to the website and social media, Quick Response (QR) codes, and/or other techniques will be used to drive participants to the survey and website. Materials will be provided in accessible PDFs or other formats.

**Email Blasts:** The CONSULTANT will provide material for five e-mail blasts to be distributed by County/MPO staff. Each will be strategically timed to announce upcoming outreach opportunities, distribute survey links, or inform of similar TDP milestones.

**B.3: Conduct Surveys**

The survey effort for the TDP will focus on gathering information from two specific groups: transit service users (riders) and people who do not use the service (non-riders).

**Rider Survey:** The purpose of the rider survey is to help Charlotte County better understand who is using CCT, how they are using it, and what improvements riders need to better meet their transportation needs. The CONSULTANT will prepare a bilingual survey instrument (English and Spanish) designed to collect appropriate demographic, travel behavior, and customer satisfaction information from current CCT riders using a mail-out/mail-back survey approach.

The survey effort will be advertised online, via on-board notices and flyers distributed by CCT operators at least two weeks in advance of the survey. The County and MPO will be responsible for printing and mailing out/distributing the surveys to current patrons and for collecting returned surveys. The CONSULTANT will be responsible for all survey data entry, analysis, and quality control.

To encourage survey responses, the CONSULTANT will furnish five \$50 gift card prizes to be awarded through a random draw of customer names who submitted a completed survey. The CONSULTANT would be responsible for ensuring that each winner is contacted and their prize mailed to the address provided.

The rider survey effort will include a sample of transportation disadvantaged (TD) paratransit riders in addition to CCT patrons. This will help define the current needs and attitudes of these individuals and gauge their potential ability and/ or willingness to shift to use other mobility services besides paratransit (e.g., TNCs, fixed route, flex service, etc.). These TD riders will be reached via direct mail from the County/ MPO with a self-addressed and pre-paid return postage format.

**Public Input Surveys:** Two (2) online surveys will be used to solicit input from non-CCT riders. The first will be early in the TDP effort to get input on needs. The second will be later to help prioritize the identified alternatives.



The County/MPO will be responsible for advertising the online surveys though the CONSULTANT will help prepare content for email-blasts, social media, or other platforms as needed. The CONSULTANT will process, tabulate, and summarize all online survey results.

**B.4: Conduct Stakeholder Interviews**

Virtual stakeholder interviews will be scheduled and held with each Charlotte County Commissioner (5) and up to another 10 key community stakeholders. A potential list of community stakeholders will be developed and selected in coordination with County/MPO staff using an approved interview script developed. Before each interview, the CONSULTANT will send the participant information on the purpose of the TDP, a schedule of planned events, and other pertinent project information. The interviews will be summarized with common themes or input identified.

**B.5: Prepare Public Input Displays**

The CONSULTANT will prepare two sets of public display boards for use in gathering public input during public involvement events and activities. The first will focus on an introduction to the TDP Process (including the needs assessment and potential alternatives). The second will address the proposed 10-year TDP (including the implementation and related financial plans). Each display will be user-friendly, easy to understand, and consist of 4–6 boards with concise text, graphics, and/ or maps that will help promote education and participation among attendees.

**B.6 Conduct Grassroots Outreach Efforts**

The County and MPO staff will lead grassroots TDP public involvement activities, which may include hosting booths at special events, attending a pre-scheduled community organization meeting, or other opportunities identified during the planning process. The CONSULTANT will provide planning assistance for up to three (3) grassroots events and a staff person to attend, and support and document each event.

**B.7: Conduct Public Workshops**

Four (4) in-person public workshops will be held; the first two around the time of the surveys and stakeholder interviews to introduce the TDP effort and collect input on needs. The last two will be held once the proposed alternatives and investment strategies are developed to present them to the public and gather input. The CONSULTANT will provide support to County/MPO staff in planning the workshops and will provide one staff member to attend each and document input received. It is assumed that both workshops in each set will be held on the same day at different times and locations.

**B.8: Conduct Discussion Groups Workshops**

The CONSULTANT will conduct two (2) virtual discussion group workshops involving a smaller group of stakeholders (8–12 persons) in an intimate meeting setting that permits more in-depth discussion about transit issues and needs. 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. To generate interest and participation, the CONSULTANT will work with the County/MPO staff to identify and invite potential participants to each workshop and will be responsible for scheduling/coordination efforts.

**B.9: Facilitate Review Meetings with MPO/ County Staff**

The CONSULTANT will prepare for, schedule, and facilitate up to six (6) review meetings with the project team, including County and MPO staff, during the TDP effort. The first review meeting will serve as the



TDP kickoff meeting, with the remaining five tied to key milestone tasks. An agenda, materials, and summary minutes will be prepared for each meeting. It is anticipated that these meetings will be held virtually unless scheduled around another in-person outreach or other event in Charlotte County.

#### **B.10: Prepare Technical Memorandum No. 2**

Technical Memorandum 2 will document the outcomes of the public involvement activities conducted under Task B. The draft tech memo will be made available electronically for review and comment by County staff. Comments received will be incorporated as appropriate into a final version.

#### **Task B Deliverables:**

- MPO Public Involvement Plan (provide input to refine for TDP)
- TDP Brand (3 options)
- Public Workshop Display Materials (2 sets)
- Stakeholder Interviews (up to 15)
- Rider Survey (except survey printing, mailout, and collection)
- Online Surveys (2)
- Grassroot Outreach Activities Support (up to 3 events)
- Public Workshops Support (4)
- Discussion Groups (2)
- Review Meetings (6)
- Draft/Final Tech Memo 2

#### **Task C: Evaluate Demand and Mobility Needs**

The CONSULTANT will estimate demand for existing shared-ride curb-to-curb and potential new transit services identified as potential alternatives in the TDP, which may include fixed route or microtransit services. The future demand information, along with the outreach-identified needs and the results of situation appraisal, will be used to evaluate the identified transit needs of the study area.

#### **C.1: Estimate Demand for Transit Services**

The CONSULTANT will use the following tools to assess transit markets and estimate potential demand for transit in the county.

**Transit Orientation Index (TOI):** The TOI identifies areas of the community with greater traditional transit market potential (older adults, youth, low-income, no vehicle) using Census data and other supplementary sources.

**Density Threshold Assessment (DTA):** The DTA considers various dwelling unit and employment density thresholds for increasing transit investments to assess the overall transit market potential (traditional and discretionary transit markets).

**Paratransit Efficiency Assessment:** This process evaluates the origin and destination pairs of existing paratransit riders in Charlotte County to identify as-yet unserved activity centers and clusters of riders that may support other forms of transit services efficiently.

**Ridership Demand Forecast:** Projected 10-year ridership demand for potential fixed route transit services will be developed using FDOT's Transit Boardings Estimation and Simulation Tool (TBEST) version 4.8. This process of estimating demand will contrast the projected ridership demand for the future year under the assumption of maintaining the current baseline CCT services with the potential



ridership that could be achieved by implementing all TDP service recommendations throughout the 10-year planning period.

#### **C.2: Identify and Assess Current and 10-Year Needs for Transit Services**

Findings from the previous analyses and outreach will be used to assess 10-year transit needs in Charlotte County. This will consider the existing CCT service area and operating characteristics, key activity centers throughout the community, and the stated needs and desires of stakeholders and the public to help highlight potential gaps between current services and mobility needs. Additionally, outcomes from the market assessments in the prior subtask will assist with identifying and assessing potential target markets for new, expanded, and/or alternative transit service concepts. The CONSULTANT also will ensure that the needs assessment process is coordinated with the Transit Element of the MPO's LRTP and includes consideration for regional transit connection needs, especially as evaluated by the LRTP and other local plans and studies.

#### **C.3: Identify and Evaluate Alternatives**

This task will identify alternative methods for potentially addressing gaps between the identified mobility needs and available transit services. Alternatives may range from maintaining the status quo services to the consideration of new service concepts. Once solidified, an alternatives evaluation framework will be established and used to help prioritize them without consideration for costs.

#### **C.4: Prepare Technical Memorandum No. 3**

Technical Memorandum 3 will document the outcomes of the demand and needs assessment, systemwide fare and equity analysis, and marketing program conducted under Task C. The draft tech memo will be made available electronically for review and comment by County staff. Comments received will be incorporated as appropriate into a final version.

#### **Task C Deliverables**

- Transit Market Assessment
- Demand Analysis/Ridership Forecast
- Needs Identification/Assessment
- Transit Alternatives Evaluation and Prioritization
- Draft/Final Tech Memo 3

#### **Task D: Develop Goals and Objectives**

The TDP goals and objectives will be reviewed and updated in cooperation with County and MPO staff, ensuring a strong foundation for the community's updated 10-year transit vision.

#### **D.1: Integrate Situation Appraisal and Previous Public Input**

The CONSULTANT will use the insights developed from the Plans Review and the Situation Appraisal for initial discussions with County/MPO staff concerning updates to the TDP goals, objectives, and policies. Input received from the various public outreach efforts will also be used to identify and evaluate potential updates. The CONSULTANT proposes using a virtual whiteboard to facilitate the collaboration of ideas.

#### **D.2: Develop Preliminary Draft Goals and Objectives**

Using the goals and objectives prepared for the County's prior TDP major update as an initial foundation, the CONSULTANT will take the updates discussed in the prior subtask and develop



preliminary ideas for updated goals and objectives. These will be reviewed and discussed with County and MPO staff and revisited throughout subsequent stages of the TDP development process. In addition to preliminary brainstorming of ideas, a virtual whiteboard will be used for ease in reviewing the draft goals and objectives.

#### **D.3: Develop Draft Goals and Objectives**

As public input is gathered and more technical components of the TDP are prepared, the preliminary goals and objectives will be updated for inclusion in Technical Memorandum 4.

#### **D.4: Prepare Technical Memorandum No. 4**

Technical Memorandum 4 will document the updated TDP goals and objectives, including highlights of the process used for this effort. The draft tech memo will be made available electronically for review and comment by County staff. Comments received will be incorporated as appropriate into a final version.

#### **Task D Deliverables**

- Preliminary Draft Goals and Objectives
- Draft Goals and Objectives
- Draft/Final Tech Memo 4

#### **Task E: Prepare Implementation and Financial Plans**

To complete the final components of the TDP, the CONSULTANT will use outcomes from all prior tasks to prepare a compliant FY 2025-2034 TDP for Charlotte County.

#### **E.1: Prepare Implementation and Financial Plans**

The updated FY 2025-2034 financial and implementation plans will reflect key changes that have occurred since the last TDP major update adopted in 2019, including State transit funding guidance from FDOT District One and transit funding implications of the 2021 federal transportation reauthorization (Infrastructure Investment and Jobs Act [IIJA]). The CONSULTANT will work with County and MPO staff to innovatively leverage the maximum level of funding for transit capital and operations to the greatest extent feasible.

#### **E.2: Review and Assess Current Charlotte County Transit Organizational Structure**

The CONSULTANT will review and assess the County's current CCT-specific transit organizational structure for sufficiency to meet future growth, management, and operational needs. Based on this review, as necessary, the CONSULTANT will recommend potential enhancements to better prepare the County to manage the evolution and operation of transit services stemming from the implementation of the TDP over the next 10 years. The CONSULTANT will document recommendations for any proposed changes in institutional, organizational, and management structure, especially in consideration of the longer-term vision. This task will also include a review of transit-specific staffing at Charlotte County in major employment categories by NTD reporting requirements, with a comparison to national practices and/or peer system experiences.

#### **E.3: Review and Enhance Performance Monitoring Program**

The CONSULTANT will review and recommend potential enhancements to the County's current program to track performance, efficiency, and effectiveness performance measures for CCT. This effort will



consider any potential new services recommended in the TDP for which performance would need to be monitored if implemented.

#### **E.4: Prepare Draft TDP Document**

The CONSULTANT will use the technical memoranda to prepare a draft TDP report that is more user-friendly and concise with more detailed technical information included as appendices. Comments on the draft TDP will be addressed for the final version of the plan. The CONSULTANT will produce and submit six printed and bound copies of the draft TDP, along with a PDF version to the County and MPO for review.

#### **E.5: Prepare Draft Executive Summary for TDP**

The CONSULTANT will also prepare a concise, user-friendly Executive Summary designed to be easily reproduced and used for educational, marketing, and other purposes as needed by County or MPO staff. Six copies and an electronic version (PDF) of the draft Executive Summary will be provided to the County and MPO for review.

#### **Task E Deliverables**

- 10-Year Implementation and Financial Plans
- Organizational Assessment
- Performance Monitoring Program
- Draft TDP Report
- Draft TDP Executive Summary

#### **Task F: Prepare Final TDP and Presentations**

##### **Task F.1: Final TDP Presentations**

After the draft TDP has been prepared and submitted to County/MPO staff for review, the CONSULTANT will prepare a PowerPoint on the draft TDP and attend up to five (5) presentations. These presentations are likely to be to the Charlotte County Board of County Commissioners (BOCC), the MPO Technical Advisory Committee, the MPO Citizens Advisory Committee, the MPO Board, and the Local Coordinating Board. After receiving comments from staff, the public, and presentation audiences the TDP report will be finalized.

One additional presentation will be made to present the final FY 2025-2034 TDP to the Charlotte County BOCC for adoption before submission to District One for review and approval.

##### **Task F.2: Final TDP Report, Executive Summary, and FDOT Review Support**

The final TDP report and executive summary will be produced and submitted to County/MPO staff for final review ahead of the BOCC adoption. The final TDP report will document all required TDP Rule elements in an FDOT-supported format. This includes providing a checklist in the report introduction listing all FDOT-required elements and corresponding locations in the TDP report where each is found. The CONSULTANT will provide support to respond to District One comments or questions on the TDP, as requested by the County's Project Manager.



#### **Task F Deliverables**

- TDP Presentations (6)
- Final TDP Report
- Final TDP Executive Summary
- FDOT Review Support

#### **Task G: Develop and Execute a Comprehensive Post-TDP Adoption Outreach and Marketing Program**

The CONSULTANT will work with County/MPO staff to develop a comprehensive adoption marketing program aimed at promoting overall awareness of the system and benefits of public transportation, as well as increasing CCT ridership and new technology options. This will be a five-year program, with a specific plan and activities to be reviewed and refined annually. This task will establish the overall framework of this outreach program and the activities to be conducted for the first year following the adoption of the TDP major update. Ongoing outreach activities for subsequent years will be completed under Task K during each TDP Annual Progress Report effort.

##### **Task G.1: Prepare Year 1 Outreach and Marketing Program Plan Framework**

The CONSULTANT will develop the approach and framework for the five-year TDP Outreach and Marketing Program Plan that will:

- Define overarching outreach program goals and objectives built on the TDP brand established during the major update.
- Develop an evaluation process with measurable performance targets to assess how effective each activity is in reaching and engaging the intended audiences.
- Create the plan and schedule for executing the outreach plan over the first 12 months following the adoption of the TDP major update.

##### **Task G.2: Conduct Year 1 Outreach and Marketing Program Plan Activities**

This type of outreach campaign can employ a wide range of outreach techniques requiring varying levels of staff and financial resources. The specific activities and deliverables to be provided under this task will be defined in the prior subtask, working within the established set-aside budget for this subtask.

Examples of such activities may include but are not limited to the CONSULTANT:

- Preparing promotional/printed materials
- Compiling post-adoption outreach contacts database
- Providing digital marketing/social media support
- Conducting surveys
- Continuing TDP stakeholder outreach/engagement
- Attending community events

All reports and awareness campaign materials produced from the feedback will be in user-friendly and ready-to-reproduce formats and will be submitted at times agreed upon by County staff and the CONSULTANT.

#### **Task G Deliverables:**

- TDP five year outreach plan goals, approach, and evaluation process)
- Execution of year one outreach/marketing plan materials and activities (to be determined)



### III. TDP Annual Progress Reports (2025-2028)

In this scope of services, the CONSULTANT will prepare four (4) Annual Progress Reports (APR) to support Charlotte County's 2024 TDP Major Update as follows:

- APR for FYs 2026-2035 – due September 1, 2025
- APR for FYs 2027-2036 – due September 1, 2026
- APR for FYs 2028-2037 – due September 1, 2027
- APR for FYs 2029-2038 – due September 1, 2028

The TDP APR scope includes four major tasks. Tasks H-I will be completed at different times throughout each year and will ensure the production of a timely and compliant TDP APR. Task K continues the TDP outreach and marketing campaign, which requires ongoing effort annually based on the agreed-upon schedule developed at the start of each APR.

#### **Task H: Review Transit Service and Past Year Accomplishments**

Each year, the CONSULTANT will review Charlotte County's existing transit services and its activities and accomplishments during the past year. This includes the current system and any improvements implemented after the TDP Major Update in 2024. In addition, the CONSULTANT will review information on transit-related public involvement activities conducted since the adoption of the 2024 TDP, as provided by Charlotte County, the Charlotte County/Punta Gorda MPO, and/or other parties, as deemed appropriate by Charlotte County.

The CONSULTANT also will review CCT bus ridership trends and document regional transit coordination activities, especially regarding coordination with Lee and Sarasota counties, their MPOs, and FDOT's Southwest Florida Commuter Services Program (SWFCSP).

This task will include the following:

- H.1: Review existing transit services provided by Charlotte County and its activities and accomplishments during the past year.
- H.2: Review information on public involvement activities conducted since the adoption of the 2024 TDP and since each APR.
- H.3: Review and document CCT ridership trends.
- H.4: Review and document impacts from recent regional transit plan updates, including TDPs, LRTPs, and SWFCSP activities and trends.

#### **Task H Deliverables:**

- Existing service review/past year accomplishments for each APR

#### **Task I: Update TDP Service, Implementation, and Financial Plans**

Based on the information provided by CCT staff on transit operating and capital improvements for the TDP, the CONSULTANT will prepare an updated service plan to add a new 10th year to the plan for each APR. The CONSULTANT will also prepare an updated 10-year financial plan and implementation plan for the CCT system. This task will include:

- I.1: Revising the implementation plan for the 10th year.
- I.2: Updating the 10-year service plan.
- I.3: Updating the operating cost and revenue assumptions, as necessary.
- I.4: Updating the capital cost and revenue assumptions, as necessary.



- I.5: Updating the 10-year operating cost and revenue projections.
- I.6: Updating the 10-year capital cost and revenue projections.
- I.7: Preparing the 10-year financial plan.

**Task I Deliverables:**

- Updated 10-year service, financial, and implementation plan for each APR

**Task J: Prepare APRs and Facilitate Meetings**

The CONSULTANT will incorporate the draft service, financial, and implementation Plans into the draft APR document. Comments and feedback will be addressed in the final APR document.

The CONSULTANT will produce a draft TDP APR ahead of its respective annual deadline of September 1<sup>st</sup>. The APR will be a concise, easy-to-read document. Each year, the APR document will be submitted to Charlotte County staff for review; comments will be addressed in the final APR document.

The CONSULTANT will develop and provide a brief PowerPoint presentation summarizing each annual APR. CCT staff will review and provide comments that will be addressed in the final version. An electronic version of the presentation will be provided to the CCT for use by staff in meetings, presentations to stakeholders, and other activities.

The CONSULTANT will also prepare for, participate in, and summarize two (2) meetings with County staff during each APR update. This includes one (1) project kickoff meeting at the beginning of each APR and one (1) coordination meeting to review progress based on the project timeline established at the kickoff meeting.

The CONSULTANT will prepare and provide the final APR document and a brief PowerPoint presentation for each APR.

**Task J Deliverables:**

- Draft/Final APR report for each APR (4 total)
- Summary PPT for each APR (4 total)
- Project kickoff meeting for each APR (4 total)
- Project coordination meeting for each APR (4 total)

**Task K: Continue TDP Outreach and Marketing Campaign**

For each year (2025-2028) with the approval of CCT staff, the CONSULTANT will continue the TDP outreach and marketing campaign activities initiated under Task G following the adoption of the TDP major update. This task will continue to support County staff with an ongoing, year-round, continuous outreach and awareness campaign.

To build on the efforts of the prior year, the program framework and proposed outreach activities for the forthcoming year will be reviewed and refined annually. The activities from the prior year will be reviewed for effectiveness using the evaluation process/criteria established under Task G.1 and a refined outreach plan/framework for the forthcoming year will be established, working within the established annual set-aside budget for this task.

All reports and awareness campaign materials produced from the feedback will be in user-friendly and ready-to-reproduce formats and will be submitted at times agreed upon by County staff and the CONSULTANT.



**Task K Deliverables:**

- Refined annual outreach plan/framework (4 total)
- Execution of outreach/marketing plan materials and activities (determined annually)

**IV. Systemwide Fare Study and Equity Analysis**

This task will evaluate the current CCT fare structure (pre-fare suspension) and provide recommendations for potential systemwide changes to the fare amount, structure, policies, or technology options. It is assumed that this task will be completed concurrently with the major TDP effort to leverage the ongoing project team coordination meetings and baseline data analysis.

**Task L: Develop and Implement a Systemwide Fare Study and Equity Analysis**

**Task L.1: Leverage Demographic and Survey Data from TDP**

Task A.1 will provide the baseline demographic profile for Charlotte County to be used for the systemwide fare assessment. Further, the rider survey completed under Task B.3 will include demographic questions from which to create a demographic profile of CCT riders and questions regarding fares (e.g., acceptable fare amounts, desired payment systems, perceived impact of use of CCT under different fare policy scenarios, etc.). This information will be reviewed and evaluated to inform of potential fare inequities that could result from a fare structure or policy change.

**Task L.2: Evaluate Fare Pricing of Peer Agencies**

An analysis of the fare structure of the peer agencies reviewed under Task A.4 will be conducted. As these peers are "aspirational" this analysis will also include up to five (5) additional peers more reflective of where CCT services are today. This assessment will produce an operating profile, a summary of the current fare structure/media, and a narrative of any fare changes implemented within the last five years for each agency. This information will be summarized in a brief memorandum with County staff.

**Task L.3: Fare Structure/Policy Scenarios and Analysis**

The data analysis and survey responses along with discussions with County staff will inform the CONSULTANT's development of potential fare structure scenarios. These scenarios, along with the basis for each, will be evaluated and discussed with County staff, and up to three (3) selected for further review and analysis.

For the selected fare scenarios, the impact on ridership and fare revenue along with the Title VI implications for each will be evaluated. The CONSULTANT will apply a fare structure elasticity model based on the fare changes under consideration. Changes in fare prices and fare media will impact ridership and revenue. In some cases, increasing fares can hurt ridership and therefore will not generate the additional local revenue the transit system needs. This analysis will consider these potential impacts.

The CONSULTANT will analyze the proposed fare structure scenarios compared to historical ridership and fare revenue trends, as well as potential Title VI/equity considerations.

**Task L.4: Prepare Fare Study and Equity Analysis Report**

The process and outcomes of this task will be documented in a stand-alone report. A draft of this report will be provided to County staff for review. Any comments will be incorporated into the final version. A summary PowerPoint presentation of the fare study and equity analysis will be prepared for County staff to engage stakeholders in the decision-making process, as appropriate.



**Task L Deliverables:**

- Demographic and outreach assessment for fare assessment
- Peer agency fare evaluation
- Fare structure scenarios and analysis
- Draft/final fare assessment report
- Summary PPT

## **V. Systemwide Alternative Fuel Needs Assessment**

The transit industry is shifting from traditional diesel vehicles to various alternative fuel technologies due to a combination of growing environmental awareness, availability and advancement of the technologies, and federal incentives (i.e., grant funding). This task will assess options for Charlotte County to replace its diesel bus fleet with alternative fuel vehicles in the future. This task will not produce a formal Zero Emission Transition Plan (ZETP) required by the Federal Transit Administration (FTA) when applying for federal Low/No Emissions grant funds; however, it will provide the foundation to produce a ZETP later, if desired. This systemwide needs assessment will:

- Determine which low-emission or zero-emission bus technology will work best for CCT's current and planned transit services, as defined in the FY 2024-2035 TDP Major Update.
- Present the groundwork for County decision-makers to determine an appropriate technology.
- Provide the basis for the development of a ZETP that complies with all FTA requirements.

**Task M: Prepare a Systemwide Alternative Fuel Assessment**

**Task M.1: Participate in Fuel Assessment Coordination Meetings**

The CONSULTANT shall initiate the project with a virtual meeting to review and discuss the task timeline and data needs. Two (2) additional virtual coordination meetings will be held during this task to review the initial needs assessment findings and task recommendations.

**Task M.2: Conduct Initial Needs Assessment and Technology Evaluation**

The CONSULTANT will evaluate the various low-emission and zero-emission alternative fuel technologies. First, a detailed profile for each fuel type will be developed and include data related to the current state of the technology, a basic understanding of the fuel type, performance and reliability, and an evaluation of their impact on infrastructure and operations.

To augment the above research, up to three (3) case studies will be undertaken to gather anecdotal information on transit agency experience with alternative fuel technologies to better understand the advantages and disadvantages of each. The case study systems will be selected due to their similarity to CCT in terms of service area characteristics and services provided.

Using the information gathered in this task, a SWOT analysis of the various propulsion system technologies will be undertaken to eliminate any that are not suitable for Charlotte County to consider at this time. The CONSULTANT will present the findings to Charlotte County staff for review and discussion, and to ensure concurrence before the next subtask.

**Task M.3: Conduct Systemwide Assessment and Develop Recommendations**

This task will evaluate CCT's services and facilities to understand the impacts a transition to a new technology might have. The CONSULTANT will identify the most effective alternative fuel technologies



for the CCT system based on a needs assessment and life cycle cost analysis using readily available modeling and analysis tools. This assessment will include:

- An inventory and evaluation of the current fleet and operations.
- Comparative service modeling with identified alternative fuels using Via's Remix technology platform.
- Order of magnitude operating and capital costs for a transition of the current CCT fleet.

**Task M.4: Document Systemwide Alternative Fuel Assessment and Recommendations**

The outcomes from this task and recommended strategies going forward will be documented in a draft report and submitted to Charlotte County staff for review. The report will be revised and finalized based on any comments received. A PowerPoint presentation on this process and recommendations will also be prepared for future use to inform other stakeholders, County staff, the Board of County Commissioners, etc.

**Task M Deliverables:**

- Project kickoff/coordination meetings (3)
- Initial needs assessment and technology evaluation
- Systemwide alternative fuel assessment and recommendations
- Draft/final report
- Draft/final PowerPoint presentation

## **VI. Transit Asset Management Plan Update**

**Task N: Prepare Transit Asset Management Plan Update**

Transit agencies that own, operate, or manage capital assets used in the provision of public transportation and receive federal financial assistance under 49 U.S.C. Chapter 53 either as recipients or subrecipients must develop a Transit Asset Management (TAM) Plan. A TAM Plan is a tool that will aid transit providers in:

1. Assessing the current condition of its capital assets.
2. Determining what the condition and performance of its assets should be (if they are not already in a state of good repair).
3. Identifying the unacceptable risks, including safety risks, in continuing to use an asset that is not in a state of good repair.
4. Deciding how to best balance and prioritize reasonably anticipated funds (revenues from all sources) towards improving asset conditions and achieving a sufficient level of performance within those means.

TAM plans must include at a minimum an asset inventory, condition assessments of inventoried assets, and a prioritized list of investments to improve the state of good repair of transit capital assets. Based on FTA guidance, Charlotte County is a Tier II provider since it owns, operates, or manages less than 100 or fewer vehicles in revenue service. Currently, the FTA requires agencies to complete an updated TAM Plan every four years.

This task defines the work to be completed by the CONSULTANT to update the existing Charlotte County TAM Plan. The completed TAM Plan is required to be signed by the transit agency's "Accountable



Executive" but is not required to be reviewed or approved by the Charlotte County Board of County Commissioners or the County Administrator.

**Task M.1: Participate in TAM Plan Coordination Meetings**

The CONSULTANT shall initiate the project with a virtual meeting to review and discuss the task timeline and data needs. Two (2) additional virtual coordination meetings will be held during this task to review the updated asset inventory and decision-support analysis.

**Task N.2: Update Inventory of Assets Base Data and Condition Assessment**

The CONSULTANT will review facility management and fleet inventory documentation and complete an analysis of the current State of Good Repair (SGR) of County-owned transit assets in the three required categories: rolling stock, non-revenue equipment, and facilities. These data will be supplemented by other information as appropriate.

The data collected and analyzed for this task will provide an accurate picture of the condition of County-owned transit assets comprised of rolling stock, equipment, passenger facilities, and administrative/maintenance facilities. For vehicles and equipment, an SGR analysis will be conducted based on the age of the asset and its useful life benchmark (ULB). The CONSULTANT will conduct the facility condition assessments and provide results to the CONSULTANT for inclusion in the final report. The CONSULTANT will be provided with the current inventory of the County's transit assets and must report the data and other information in the format required to complete the NTD asset inventory module report annually.

**Task N.3: Update Decision Support Tool Analysis**

The final TAM plan will include a prioritized list of investments, which outlines a basis for investment decision-making throughout the life of the assets. Generating this list requires using the asset inventory including asset condition and age, as well as considerations of the fiscal and other constraints an agency faces. All agencies are required to use a decision support tool (DST) to generate this prioritized list of investments and to identify their DST in their TAM plan. The DSTs identified in TAM plans represent a wide array of software packages and processes. Guidance given to agencies from the FTA TAM rule specifically noted that a decision support tool is "an analytic process or tool that assists in capital asset investment prioritization and/or estimates capital needs over time (does not necessarily mean software packages).

While DSTs take multiple forms, each tool allows an agency to take inputs (such as asset condition, age, and mileage) and combine them with agency priorities (i.e., maintenance of service levels, safety, risk, etc.) to decide on how that asset compares in funding priority to other assets. The variety of tools described in TAM plans and literature across the field yields a highly varied, highly specialized set of options. The CONSULTANT will use the DST in the current TAM Plan but may suggest opportunities to refine, as needed, for managing the analysis of transit assets and predicting, estimating, and understanding future capital costs and needs.

**Task N.4: Prepare Transit Asset Management Plan**

The CONSULTANT will prepare a draft of the updated TAM Plan and provide it to County staff for review; comments to be addressed in the final TAM Plan.



**Task N Deliverables:**

- Final TAM project schedule
- Coordination Meetings (3)
- Inventory of Assets with SGR analysis.
- Decision-Support Tool analysis
- Draft/Final TAM Plan Report

**VII. Budget**

The proposed budget for this effort is summarized in Table 2 with supporting detail by task in Table 3.

**Table 2: Budget Summary by Deliverable**

<b>Deliverable</b>	<b>Tasks</b>	<b>Budget</b>
FY 2025-2034 TDP Major Update and Year 1 Outreach Campaign	Tasks A-G	\$238,522
TDP Annual Progress Reports (4) and Outreach Campaign	Tasks H-K	
- FY 2025-2036 APR and Year 2 Outreach Campaign		\$48,029
- FY 2026-2037 APR and Year 3 Outreach Campaign		\$48,029
- FY 2027-2038 APR and Year 3 Outreach Campaign		\$48,029
- FY 2028-2039 APR and Year 4 Outreach Campaign		\$48,029
Systemwide Fare Evaluation and Equity Analysis	Task L	\$23,359
Systemwide Alternative Fuel Assessment	Task M	\$24,575
Transit Asset Management Plan Update	Task N	\$20,490
<b>Contract Total</b>		<b>\$499,062</b>

Table 3: Budget Detail by Task

Task Descriptions	Benesch								QCA		Total Hours	Total Cost
	Project Principal	Project Manager	Sr. Transit Specialist	Senior Planner	Planner	GIS Analyst	Admin/Clerical					
	\$ 284.33	\$ 236.59	\$ 257.84	\$ 148.53	\$ 120.32	\$ 106.80	\$ 102.33	\$ 165.87	\$ 96.66			
<b>FY 2025-2034 10-Year TDP Major Update</b>												
<b>Task A Establish Baseline Conditions &amp; Conduct Situation Appraisal</b>											256	\$33,752
A.1 Compile baseline conditions (databases, tables, maps)	2	4		8	8	24	4				50	\$6,638
A.2 Prepare inventory of transportation services		1		2	4	12					19	\$2,297
A.3 Conduct trend analysis of existing transit services		2		4	4	20					30	\$3,685
A.4 Conduct peer community review analysis		4		4	8	24					40	\$5,066
A.5 Document relevant plans, policies, and trends		4		4	4	16					28	\$3,731
A.6 Perform situation appraisal	2	6		8		18					34	\$5,099
A.7 Prepare Technical Memorandum No. 1	1	6		8	8	24	8				55	\$7,236
<b>Task B Refine &amp; Implement MPO Public Involvement Plan for TDP Process</b>											595	\$79,627
B.1 Coordinate with MPO/County staff to refine public involvement plan		1		2	2	18		1	2		26	\$3,056
B.2 Provide TDP brand, provide materials for website, and 5 e-mail blasts	2	6		12	16	20		0	0		56	\$7,832
B.3 Conduct surveys (1 rider, 2 online)		2		4	12	38	20	0	46		122	\$13,062
B.4 Conduct stakeholder interviews (15)	1	18		18		30	2	1	15		85	\$12,241
B.5 Prepare public input displays (2)	1	2		4	2	6		0	0		15	\$2,233
B.6 Conduct grassroots outreach effort (3)		2		2	4			1	30		39	\$4,317
B.7 Conduct public workshops (4)	1	12		4	8	24	2	2	36		89	\$11,259
B.8 Conduct discussion groups (2)	1	12		16	2	8	2	0	0		41	\$6,800
B.9 Facilitate review committee meetings with MPO/County staff (6)		28		12		2	2	6	6		56	\$10,400
B.10 Prepare Technical Memorandum No. 2	1	6		8	8	32	4	1	6		66	\$8,427
<b>Task C Estimate Demand &amp; Mobility Needs</b>											324	\$41,528
C.1 Estimate demand for transit services	1	4		16	4	120					145	\$16,904
C.2 Identify and assess needs for transit services	1	4	2	16	8	24					55	\$7,649
C.3 Identify and evaluate alternatives	1	4	2	16	12	24					59	\$8,130
C.4 Prepare Technical Memorandum No. 3	1	6	2	12	12	28	4				65	\$8,845
<b>Task D Develop Goals &amp; Objectives</b>											77	\$12,268
D.1 Integrate situation appraisal and previous public input		2		2	2	4					10	\$1,438
D.2 Develop preliminary draft goals and objectives	2	4	2	4	6	6					24	\$3,988
D.3 Develop draft goals and objectives	1	4	2	2	4	4					17	\$2,952
D.4 Prepare Technical Memorandum No. 4	2	4		4	6	8	2				26	\$3,890

Task Descriptions	Benesch								QCA		Total Hours	Total Cost
	Project Principal	Project Manager	Sr Transit Specialist	Senior Planner	Planner	GIS Analyst	Admin/Clerical	Project Manager	Outreach Specialist			
	\$ 284.33	\$ 236.59	\$ 257.84	\$ 148.53	\$ 120.32	\$ 106.80	\$ 102.33	\$165.87	\$96.66			
<b>Task E</b> <b>Prepare Implementation &amp; Financial Plans</b>										197	\$28,620	
E.1 Prepare implementation & financial plans	2	4	2	12	8	24				52	\$7,339	
E.2 Review and assess current Charlotte County organizational structure	1	4	2	4		4				15	\$2,768	
E.3 Review and enhance performance monitoring program		2		4		8				14	\$1,922	
E.4 Prepare draft TDP report	4	12		12	16	32	8			84	\$11,920	
E.5 Prepare draft TDP executive summary	2	4		8	4	12	2			32	\$4,671	
<b>Task F</b> <b>Prepare Final TDP &amp; Presentations</b>										106	\$19,017	
F.1 Prepare for and give presentations (6)	8	36			4	8				56	\$12,128	
F.2 Prepare final report and executive summary	2	6		8	8	20	6			50	\$6,889	
<b>Task G</b> <b>Develop/Execute Comprehensive TDP Marketing &amp; Outreach Campaign</b>										25	\$23,710	
G.1 Prepare Year 1 Outreach and Marketing Program Plan Framework	1	4		4	8		2	2	4	25	\$3,710	
G.2 Conduct Year 1 Outreach and Marketing Program Plan Activities - TBD										0	\$20,000	
<b>Subtotal Tasks A-G - FY 2025-2034 10-Year TDP Major Update</b>	41	220	14	244	192	642	68	14	145	1,580	\$238,522	
<b>TDP Annual Progress Reports (2025-2028)</b>												
<b>Task H</b> <b>Review Transit Service and Past Year Accomplishments (per APR)</b>										47	\$6,823	
H.1 Review/summarize transit services and accomplishments		4		6	4	4				18	\$2,746	
H.2 Review/summarize public input as provided by transit agency staff		2		2	2	2				8	\$1,224	
H.3 Review/summarize CCT ridership trends		2		2	2	6				12	\$1,652	
H.4 Document regional transit coordination activities		1		2	2	4				9	\$1,201	
<b>Task I</b> <b>Update TDP Service, Implementation, and Financial Plans (per APR)</b>										76	\$12,052	
I.1 Review and update ten-year TDP service and implementation plans		1		2	4		1			8	\$1,117	
I.2 Review/update operating cost and revenue assumptions		4		2	4					10	\$1,725	
I.3 Review/update capital cost and revenue assumptions		2	2	2	4		2			12	\$1,972	
I.4 Update ten-year operating cost and revenue projections		2	2	2	6		2			14	\$2,212	
I.5 Update ten-year capital cost and revenue projections		2		2	6					10	\$1,492	
I.6 Develop new TDP ten-year financial plan for CCT		4		6	4		2			16	\$2,523	
I.7 Update ten-year TDP implementation plan		2		2	2					6	\$1,011	
<b>Task J</b> <b>Prepare APRs and Facilitate Meetings (per APR)</b>										111	\$15,694	
J.1 APR kickoff and coordination meetings (2)		4		8			2			14	\$2,339	
J.2 Develop TDP APR PowerPoint presentation and provide to CCT staff		4		6	10	2	1			23	\$3,357	
J.3 Prepare draft TDP Annual Progress Reports	1	8		8	12	32	2			63	\$8,431	
J.4 Review/address comments on draft APRs and develop final APR		2		2	4	2	1			11	\$1,567	

Task Descriptions	Benesch								QCA		Total Hours	Total Cost
	Project Principal	Project Manager	Sr Transit Specialist	Senior Planner	Planner	GIS Analyst	Admin/Clerical	Project Manager	Outreach Specialist			
	\$ 284.33	\$ 236.59	\$ 257.84	\$ 148.53	\$ 120.32	\$ 106.80	\$ 102.33	\$165.87	\$96.66			
<b>Task K Continue TDP Outreach and Marketing Campaign (per APR)</b>										25	\$13,460	
K.1 Evaluate/refresh outreach campaign approach for upcoming year	1	2		4	8	4		2	4	25	\$3,460	
K.2 Conduct Year 2-5 Outreach and Marketing Program Plan Activities - TBD										0	\$10,000	
<b>Subtotal Tasks H-K - TDP Annual Progress Report (2025)</b>	68	350	26	364	330	824	101	18	153	259	\$48,029	
<b>Subtotal Tasks H-K - TDP Annual Progress Report (2026)</b>	68	350	26	364	330	824	101	18	153	259	\$48,029	
<b>Subtotal Tasks H-K - TDP Annual Progress Report (2027)</b>	68	350	26	364	330	824	101	18	153	259	\$48,029	
<b>Subtotal Tasks H-K - TDP Annual Progress Report (2028)</b>	68	350	26	364	330	824	101	18	153	259	\$48,029	
<b>Systemwide Fare Study and Equity Analysis</b>												
<b>Task L Develop and Implement a Systemwide Fare Study and Equity Analysis</b>										173	\$23,359	
L.1 Leverage Demographic and Survey Data from TDP	1	2		2	4	8				17	\$2,390	
L.2 Evaluate Fare Pricing of Peer Agencies	2	2		4	6	18	1			33	\$4,383	
L.3 Fare Structure Scenarios and Analysis	4	2	2	12	16	32				68	\$9,251	
L.4 Prepare Fare Study and Equity Analysis Report	4	2		8	12	28	1			55	\$7,335	
<b>Subtotal Task L - Systemwide Fare Study and Equity Analysis</b>	11	8	2	26	38	86	2	0	0	173	\$23,359	
<b>Systemwide Alternative Fuel Needs Assessment</b>												
<b>Task M Prepare a Systemwide Alternative Fuel Assessment</b>										172	\$24,575	
M.1 Participate in Fuel Assessment Kickoff/Coordination Meetings (3)		3	8	12	6		1			30	\$5,379	
M.2 Conduct Initial Needs Assessment and Technology Evaluation	1	2	2	6	6	18				35	\$4,809	
M.3 Conduct Systemwide Assessment and Develop Recommendations	1	2	4	6	10	32				55	\$7,301	
M.4 Document Systemwide Assessment and Recommendations	1	2	4	8	12	24	1			52	\$7,086	
<b>Subtotal Task M - Systemwide Alternative Fuel Needs Assessment</b>	3	9	18	32	34	74	2	0	0	172	\$24,575	
<b>Transit Asset Management Plan Update</b>												
<b>Task N Prepare Transit Asset Management Plan Update</b>										143	\$20,490	
N.1 Participate in TAM Plan Kickoff/Coordination Meetings (3)		3	8	12	6		1			30	\$5,379	
N.2 Update Inventory of Assets Base Data & Condition Assessment		1		8	10	12				31	\$3,910	
N.3 Update Decision Support Tool Analysis	1	2		12	18	6				39	\$5,346	
N.4 Prepare Transit Asset Management Plan	1	2		12	24	4				43	\$5,855	
<b>Subtotal Task N - Transit Asset Management Plan Update</b>	2	8	8	44	58	22	1	0	0	143	\$20,490	
<b>Total Direct Labor</b>	329	1,645	146	1,802	1,642	4,120	477	86	757	3,104	\$499,062	
<b>Percent Distribution of Hours</b>	10.6%	53.0%	4.7%	58.1%	52.9%	132.7%	15.4%	2.8%	24.4%	100.0%	--	

## EXHIBIT B

In addition to the General Terms and Conditions the following Federal clauses will apply to all contracts awarded as a result of this solicitation. Additional information related to FTA requirements can be found at [www.fta.dot.gov](http://www.fta.dot.gov) For the purpose of this Attachment, "Purchaser" refers to Charlotte County, Transit Division; "Contractor" refers to the bidder or proposer.

### **1. No Government Obligation to Third Parties**

a. CHARLOTTE COUNTY, TRANSIT DIVISION and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to CHARLOTTE COUNTY, TRANSIT DIVISION, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the parties who will be subject to its provisions.

### **2. Program Fraud and False or Fraudulent Statements or Related Acts**

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) or other applicable federal law on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The CONTRACTOR agrees to include the above two clauses in each

subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the parties who will be subject to the provisions.

### **3. Access to Records**

The CONTRACTOR agrees to provide CHARLOTTE COUNTY, TRANSIT DIVISION, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In accordance with 2 CFR 200.333, the CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

### **4. Federal Changes**

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

### **5. Civil Rights**

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at

49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **6. Disadvantaged Business Enterprises**

a. It is the policy of the Department of Transportation and CHARLOTTE COUNTY, TRANSIT DIVISION that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and

administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and or proposals.

## **7. Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220, 2 CFR 200.318, and subsequent revisions are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CHARLOTTE COUNTY, TRANSIT DIVISION request, which would cause CHARLOTTE COUNTY, TRANSIT DIVISION to be in violation of the FTA terms and conditions.

## **8. Energy Conservation**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

## **9. Termination**

Termination for Cause or Convenience. CHARLOTTE COUNTY, TRANSIT DIVISION may terminate the contract at any time, for cause or convenience, by providing written notice to the CONTRACTOR, if determined by CHARLOTTE COUNTY TRANSIT DIVISION to be in the best interest of CHARLOTTE COUNTY, TRANSIT DIVISION. If the contract is terminated, the CONTRACTOR shall be paid for all work actually performed, and all costs actually incurred, prior to contract termination. Nothing in this clause shall operate to prevent CHARLOTTE COUNTY, TRANSIT DIVISION from pursuing all available remedies against CONTRACTOR and its sureties for breach of contract or default.

## **10. Governmentwide Debarment and Suspension**

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by CHARLOTTE COUNTY, TRANSIT DIVISION. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available

to CHARLOTTE COUNTY, TRANSIT DIVISION, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **11. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters**

If a current or prospective legal matter that may affect the Federal Government emerges, the CONTRACTOR must promptly notify CHARLOTTE COUNTY, TRANSIT DIVISION so that it can notify the Federal Government. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The CONTRACTOR agrees to include a similar notification requirement in subcontracts exceeding \$25,000 financed in whole or in part with federal assistance provided by FTA and must require each subcontractor to include an equivalent provision in its federally assisted subcontracts exceeding \$25,000.

#### **12. Lobbying Restrictions**

The CONTRACTOR agrees to:

- a. Refrain from using Federal assistance funds to support lobbying,
- b. Comply and assure the compliance of each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

#### **13. Clean Air**

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report each violation to the Purchaser and

understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **14. Clean Water**

a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§1251 through 1377. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **15. Breaches and Disputes**

Remedies. Unless otherwise provided by the contract, all claims, counter-claims, disputes or other matters in question between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

#### **16. Fly America Requirements**

The CONTRACTOR agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. §§ 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **17. Patent and Rights in Data.**

**Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

b. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(i) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released however, does not apply to any contract with an institution of higher learning.

(ii) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections b.(ii)(A.) and b.(ii)(B.) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

(A) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(B) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(iii) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the

contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(iv) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(v) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(vi) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(vii) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

c. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

d. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in

part with Federal assistance provided by FTA.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**LOBBYING CERTIFICATION FORM**

**31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date