

AGENDA

Call to Order

Roll Call

New Business

1. Public Comments will be Taken at Each Item
2. *Review and Approval of the February 7, 2024 Meeting Minutes (Calandra Barraco)
3. *Review and Approve the Safe Streets for All Contract with Stantec (Don Scott)
4. *Review and Approve the CR 951 Extension Feasibility Study Scope of Services (Don Scott)
5. Update on the Transportation Related Legislation (Don Scott)
6. Review and Comment on the Unified Planning Work Program (Don Scott)
7. Information on the 2050 Socioeconomic Data Projections for the LRTP Update (Don Scott)
8. Overview of the March 22, 2024 MPO Board Agenda (Don Scott)

Other Business

9. Public Comments on Items Not on the Agenda
10. Announcements
11. Information/Distribution Items

Adjournment

* Action Items + May Require Action

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Meeting Minutes

The meeting was called to order at 1:30 p.m. by MPO Vice-Chair/City of Cape Coral Mayor John Gunter.

The roll was called and recorded by MPO staff. There was a quorum. Those MEC members in attendance included Commissioner Kevin Ruane; City of Cape Coral Mayor John Gunter; City of Sanibel Vice-Mayor Michael Miller; Town of Fort Myers Beach Councilmember John R. King; and Village of Estero Mayor Jon McLain. Others in attendance included a City of Cape Coral Police Department Officer; Victoria Peters with FDOT; Chris Kessler and Matt Finelli with CLA; Katie Habgood with PGA; and MPO staff Don Scott and Calandra Barraco. The Pledge of Allegiance was recited.

New Business

Agenda Item #1 - Public Comments Taken at Each Item

Mayor Gunter noted public comments would be taken at each agenda item.

Agenda Item #2 - *Review and Approval of the January 10, 2024 Meeting Minutes

Councilmember John R. King made the motion to approve the January 10, 2024 Meeting Minutes. Commissioner Kevin Ruane and Mayor Jon McLain seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #3 - *Review of the Year End Audit for FY 2022/2023

Mr. Don Scott introduced the staff from Clifton Larson Allen (CLA). Mr. Chris Kessler introduced himself and Mr. Matthew Finelli, both from CLA and worked on this audit. Mr. Kessler then presented this agenda item for the review of the Year End Audit for FY 2022/2023. The audit was attached to the agenda packet and [posted to the MPO website](#). Mr. Kessler reviewed the audit documents, highlighted the changes that had been made to accounting policies regarding long term contract obligations, mentioned the financial statement, and pointed out the single audit opinion of grant compliance. He asked if there were any questions or comments. Mayor Gunter asked if there were any committee or public comments. There were none.

Councilmember John R. King made the motion to accept the MPO Year End Audit for FY 2022/2023. Commissioner Kevin Ruane seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #4 - *Approve the Safe Streets for All Consultant Selection and Authorize Staff to Negotiate Contract

Mr. Don Scott presented this agenda item to approve the Safe Streets for All (SS4A) Consultant Selection and Authorize Staff to Negotiate a Contract. He reviewed the information that was included in the agenda packet and [posted to the MPO website](#) and also provided information on the selection committee and final rankings of the firms that applied. The final rankings can be found at the following link: [SS4A Rankings](#). Mayor Gunter asked if there was any discussion on this item. The committee briefly discussed the scoring sheet. There was no public comment. Mayor Gunter asked for a motion.

Mayor Jon McLain made the motion to approve the SS4A Selection and authorize staff to negotiate a contract with the highest ranked firm, Stantec. Commissioner Kevin Ruane seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #5 - Update on Transportation Related Legislation

Mr. Scott presented this agenda item as an update on Transportation Related Legislation. He provided a Power Point presentation that can be viewed at the following link: [Transportation Legislation](#). The committee discussed sending a letter to the legislators similar to what Collier MPO sent, discussion at Sanibel meeting, contents of letter, current coordination, lack of funding for study, example of study done in Pinellas area, absorbing Collier MPO into Lee County MPO due to size, Federal guidance for MPO Board membership based on population, potential cost of study, window for legislative session, history of joint meetings, MPO Board members discussing bills with legislators while in Tallahassee, current MPO Board membership for Lee and Collier, cap of 25 on MPO Board membership, ensuring all Lee and Collier municipalities are represented, some municipalities over-represented and some underrepresented if regulations call for membership based on population, difficulty of holding a meeting and finding a meeting place with 25 members, Lee County having majority of votes due to larger population, asking for funding for study, Pinellas doing study in-house with MPO staff but including prior study done by consultant, staff bias if study is done in-house by Lee MPO staff, watching to see progress of bill, current differences between presentation in House and Senate, possibility of combining all transportation bills into one larger bill, making it known that funding is being requested if study passes, staff researching possible cost estimates for study and bringing back to next meeting, impact of Hurricane Ian and recovery efforts creating lack of funding for extra items, increase in prep time for meetings if combined due to larger area and more projects, increase in meeting length due to doubled agenda items if combined, lack of knowledge of other areas, governance less effective, example of CR 951, development, needs in the southern areas of Lee County, issues in past, possible dilution of power, ease of coordination with Charlotte County, lack of funding for expensive CR 951 project as reason for not moving it forward, Collier position against merging, fight for home rule, disadvantages of Lee making decisions for Collier, lack of ability to stop House and Senate if they are in agreement, efficiency as a topic, and assistance related to Hurricane Ian.

Commissioner Kevin Ruane made a motion for staff to compose and send a letter to the legislators regarding MPO Board acceptance of a possible feasibility study with a request for funding to complete the study if the bill passes. Mayor Jon McLain seconded the motion. There were no objections, and the motion passed unanimously.

Agenda Item #6 - Information on the Current Project Cost Estimates

Mr. Scott presented this agenda item on the Current Project Cost Estimates. He provided a Power Point presentation that can be viewed at the following link: [Project Cost Estimates](#). Mr. Scott asked if there were any comments. There were none. Mayor Gunter asked if there were any committee or public comments. There were none.

Agenda Item #7 - Overview of the Joint February 16, 2024 MPO Board Agenda

Mr. Scott presented this agenda item as an overview of the Joint Charlotte – Punta Gorda/Lee County MPO Board Agenda. He mentioned there was an upcoming public meeting regarding Burnt Store Road on Thursday. He then reviewed the Joint agenda items including Burnt Store Road, regional agreement, rail passenger study, and next joint meeting date. Mayor Gunter asked if there were any committee or public comments. There were none.

Other Business

Agenda Item #8 - Public Comments on Items Not on the Agenda

There were no public comments on items not on the agenda.

Agenda Item #9 – Announcements

Mr. Scott again mentioned the February 16th Joint MPO Board meeting.

Agenda Item #10 - Information/Distribution Items

There were no information and/or distribution items.

The meeting was adjourned at 2:29 p.m.

An audio recording of the meeting can be accessed here: [MEC Audio February 7, 2024](#)

* Action Items + May Require Action

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REVIEW AND APPROVE THE SAFE STREETS FOR ALL CONTRACT

RECOMMENDED ACTIONS: Review and Approve the Safe Streets for All (SS4A) planning grant contract with Stantec (**attached**).

The MPO staff has been negotiating with Stantec following the approval of the selection committee ranking at the last meeting. **Attached** is the Safe Streets for All contract for review and approval.



PROFESSIONAL SERVICES AGREEMENT

for the

SS4A Comprehensive Safety Action Plan

CONTRACT #SS4A 2024-01

Prepared by:

Lee County Metropolitan Planning Organization

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**LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
LEE COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. Lee-SS4A1-1**

THIS AGREEMENT made and entered into this _____ day of _____ 2024 by and between LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, 815 Nicholas Parkway E., Cape Coral, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the “MPO” or “OWNER” and STANTEC, duly authorized to conduct business in the State of Florida, whose business address is 1412 Jackson Street, Suite 3, Fort Myers FL 33901-2806 (hereinafter called the “CONSULTANT”).

PREMISES

WHEREAS, the MPO desires to retain the CONSULTANT to develop the Safe Streets for All Action Plan, herein known as the “Study”, for the Lee County Metropolitan Planning Organization upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes and MPO Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

- 1.1 “CONSULTANT” shall be defined herein to include all principals of the firm of including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder.
- 1.2 Prior to the start of work under this Contract, the CONSULTANT will have submitted to the MPO a detailed resume of key personnel that will be involved in performing Services described in the Assignment. The MPO hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONSULTANT desires to change the key personnel in an active assignment, it shall submit the qualifications of the new personnel to the MPO for prior approval. Key personnel shall include principals-in-charge, project managers and project CONSULTANTS.
- 1.3 The CONSULTANT acknowledges that the FDOT and the MPO have retained other consultants, and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the project. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.4 The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Study.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This assignment is for Consultant Services for Lee County Metropolitan Planning Organization.

SECTION 2 – SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services. Unless modified in writing by the parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.

- 2.1 **GENERAL:** The CONSULTANT agrees to perform those tasks described in the Scope of Services which is attached hereto and made a part hereof. Services to be provided by the CONSULTANT shall be authorized in writing.
- 2.2 **SPECIAL CONSULTING SERVICE:** The MPO and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the project that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing and shall be undertaken only under terms of an amendment approved by the Consultant and the MPO. .

SECTION 3 – LEE COUNTY METROPOLITAN PLANNING ORGANIZATION’S RIGHTS AND REPONSIBILITIES

The MPO shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the MPO’s files, necessary or useful to the CONSULTANT for the performance of the Study. All of the documents conveyed by the MPO shall be and remain the property of the MPO and shall be returned to the MPO upon completion of the Assignment to be performed by the CONSULTANT.
- 3.2 Make MPO personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the MPO.
- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform observations and other work as necessary to complete the Study.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the MPO’s approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT’s services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications or review documents to governmental bodies as prepared by the CONSULTANT.
- 3.8 Assist with approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Study.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the CONSULTANT for services performed on this project shall be in accordance with the following method of compensation, as defined and indicated herein:

- a. Hourly Rate plus Direct Cost

4.2 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the CONSULTANT plus Direct Cost budgeted for reimbursable cost, in its performance of services under this assignment.

a) DIRECT COSTS

Direct costs are Subconsultant Costs and Other Direct and Unit Costs as defined below. Direct Sub consultant Costs shall be defined as the actual compensation paid to professional and technical sub consultants of the CONSULTANT while such are engaged directly in the performance of the services under this Contract.

b) HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the CONSULTANT, including its subconsultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the MPO prior to being charged.

c) OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the CONSULTANT of project- related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

(1) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the CONSULTANT's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies.

(2) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

(3) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

(4) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061.

(5) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the CONSULTANT in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

d) **COST LIMITATION**

- (1) The total of all Costs actually incurred by the CONSULTANT, as determined and defined in this Contract will not exceed the Cost Limitation established, without a formal amendment.

e. **PROGRESS PAYMENTS TO THE CONSULTANT**

- (1) The CONSULTANT must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the MPO. All Costs included on the invoices shall be taken from the books of the accounts kept by the CONSULTANT and shall be supported by the CONSULTANT's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the MPO's Designated Representative.

4.3 INVOICE PROCESSING

Invoices received by the MPO will be processed for payment within thirty (30) days of receipt. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the MPO with an explanation of the deficiencies. The MPO will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the MPO. At the end of the thirty (30) day period, the MPO shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the Lee County Metropolitan Planning Organization.

4.4 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that the Contract is terminated or canceled, or the CONSULTANT's services suspended prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.5. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by MPO, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. Additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the MPO for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The CONSULTANT shall commence work on the contract within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the MPO's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the MPO shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the CONSULTANT.

5.2 IMPLEMENTATION SCHEDULE

The CONSULTANT must complete its work in accordance with the time schedule specified below in section

5.3.

In the event that the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any Task, the CONSULTANT is entitled to an appropriate extension of the contract time.

Additional compensation to the CONSULTANT will be negotiated by the mutual agreement of the MPO and the CONSULTANT in the event such delay causes any Tasks costs to increase for reasons beyond the CONSULTANT's control.

5.3 TERM

This Contract shall expire on June 30, 2025.

SECTION 6 - MPO'S "DESIGNATED" REPRESENTATIVE

6.1 DESIGNEE AND REVIEW

The MPO hereby designates the Executive Director of the Lee County Metropolitan Planning Organization or his/her designee to represent the MPO in all matters pertaining to and arising from the work and performance of this contract resulting from **RFP #MPO-2023-SS4A1**. The Executive Director of the Lee County Metropolitan Planning Organization or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the MPO's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- b. Transmission of instructions, receipt of information and interpretation and definition of MPO policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the MPO observes, or otherwise becomes aware of, any defects or changes necessary in the ~~Study~~.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

SECTION 7 - CHANGES IN SCOPE

The MPO or the CONSULTANT may request changes in the Scope of Services. Such change(s), including any increase or decrease in the amount of the CONSULTANT's compensation for any Task pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the MPO and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY MPO FOR CAUSE

The MPO may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the Study is not being made by the CONSULTANT as a direct result of the CONSULTANT's failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the MPO and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the MPO to be essential to the proper completion of the Study.

- c. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- d. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The CONSULTANT violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the MPO's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the MPO within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the MPO may consider the CONSULTANT to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Contract for the following reasons:

- a. The MPO fails to meet its obligations and responsibilities as contained in Section 3 – MPO's Rights and Responsibilities.
- b. The MPO fails to pay the CONSULTANT in accordance with Section 4– Compensation.
- c. In the event of either of the causes described in Section 8.2, the CONSULTANT may send a certified letter requesting that the MPO show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the MPO of said show cause notice, then the CONSULTANT may consider the MPO to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY MPO WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the MPO shall have the right at any time to terminate this Contract in its entirety without cause provided that ten (10) days prior written notice is given to the CONSULTANT of the MPO's intent to terminate.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the MPO and the CONSULTANT. No amount shall be allowed for anticipated profit from unperformed services or other work. In the event of termination for cause, the MPO may adjust any payment to take into account any additional direct costs to be incurred by the MPO due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the MPO terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the MPO all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the MPO. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in

accordance with this provision.

8.6 SUSPENSION

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the MPO at any time. In the event the MPO suspends the performance of the CONSULTANT's services hereunder, the MPO shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and MPO shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The MPO shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the MPO notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the MPO that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.

- b. If the aggregate time of the MPO's suspension(s) of the CONSULTANT's Services under any Task Order of this Contract exceeds sixty (60) days, then the CONSULTANT and the MPO shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the MPO and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Lee County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY:

To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the MPO and its officers and employees from 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/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFP MPO-2023-SS4A1 are incorporated by reference into this contract.

10.2 INSURANCE

The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of Insurance to the MPO, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Assignment from the MPO.

The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the MPO.

The specific requirements of this contract have been detailed in MPO-2023-SS4A1. The specific requirements of the RFP must be met to be compliant with a contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees as per the requirements detailed in RFP #MPO-2023-SS4A1.

b. Commercial General Liability

The CONSULTANT must provide coverage for all operations as detailed in RFP MPO-2023-SS4A1 including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

c. Automobile Liability

For work tasks that require the CONSULTANT to collect data in the field, the Consultant shall provide coverage for owned and non-owned vehicles for limits of not less than \$500,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFP #MPO-2023-SS4A1. Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following address or e-mail at dscott@leempo.com :

Donald Scott, Lee County Metropolitan Planning Organization
P.O. Box 150045 Cape
Coral, FL 33915

The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the MPO determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the MPO during the period of this Contract and for five (5) years after final payment is made. Copies of these documents and records shall be furnished upon request to the MPO at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the MPO.

SECTION 12 - OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the MPO prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at MPO's sole risk and without liability or legal exposure to the CONSULTANT; and the MPO shall indemnify to the maximum extent permitted by law and hold harmless the CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the MPO and the CONSULTANT.

The CONSULTANT may maintain copies of all work performed under this Contract for the MPO.

SECTION 13 - STANDARDS OF CONDUCT

13.1 CONSULTANT EMPLOYEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 CONSULTANT COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not

discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the MPO. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The MPO is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Study which the MPO determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The MPO shall notify the CONSULTANT in writing of the MPO's objections prior to the CONSULTANT's removal of any employee or representative.

13.5 PUBLICATION

The CONSULTANT shall not provide information to the media without prior approval of the MPO.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All-time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The MPO, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the MPO's expense.

14.2 ACCESS TO RECORDS

The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the MPO and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written

approval of the MPO, provided that claims for the money due or to become due the CONSULTANT from the MPO under this Contract may be assigned to a bank, trust company or other financial institution without such MPO approval. Notice of any such assignment or transfer shall be furnished promptly to the MPO.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default on the performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - SPECIAL CONDITIONS FOR STATE/FEDERAL FUNDING:

1. **Documentation of Project Costs:** All costs charged to the Project, including any approved services shall be supported as required by 49 CFR §18.20 and §18.22 and the cost principles cited in Office of Management and Budget (OMB) 2 Code of Federal Regulations.
2. **Record Retention:** Consultant shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the MPO, or its designee, FDOT, FHWA, Florida's CFO, or Florida Auditor General access to such records upon request. The Lee County Metropolitan Planning Organization (MPO) shall ensure that audit working papers are made available to the FHWA, or its designee, FDOT, Florida's CFO, or Florida Auditor General upon request for a period of at least five years.
3. **E-Verify:** The Consultant performing work or providing services pursuant to the contract awarded for this project to utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term.
4. **Prohibited Interests:** No member, officer, or employee of the Lee County Metropolitan Planning Organization (MPO) either during his or her tenure or for one-year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof. The provisions of this paragraph shall not be applicable to any agreement between Lee County Metropolitan Planning Organization (MPO) and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
 - 4.1. The Consultant is required to add the above to be inserted in each of their subcontracts related to the project.
5. **Fly America:** The Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 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 Consultant 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 Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
6. **Energy Conservation:** The Consultant 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.

7. Clean Water:

- 7.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Consultant 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.
- 7.2. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 8. Lobbying:** Consultants who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier to the recipient.

9. Clean Air:

- 9.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Consultant 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.

10. No Obligation by the Federal Government:

- 10.1. The Purchaser and Consultant 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 the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- 11. Suspension and Debarment:** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

- 11.1. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- 11.2. By signing and submitting its proposal, the proposer certifies as follows:
 - 11.2.1. The certification in this clause is a material representation of fact relied upon by the Lee County MPO. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Lee County MPO, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Civil Rights:

- 12.1. *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 Consultant shall not discriminate against on the basis of race, age, creed, disability, marital status, color, national origin or sex. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the MPO deems appropriate.

- 12.2. Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying agreement:
- 12.2.1. Race, Color, Creed, National Origin, Sex** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, 23 U.S.C. § 324, and Federal transit laws at 49 U.S.C. § 5332, the Consultant 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 Consultant 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.
 - 12.2.2. Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634, Title 42 U.S.C. § 6101 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age.
 - 12.2.3. Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant 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.
 - 12.2.4. Access to Services for Persons with Limited English Proficiency** – To the extent applicable and except to the extent that FTA determines otherwise in writing, the Consultant agrees to comply with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient”
 - 12.2.5. Environmental Justice** – The Consultant agrees to comply with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.
 - 12.2.6. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections** – To the extent applicable, the Consultant agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.
 - 12.2.7. Other Nondiscrimination Laws** – The Consultant agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

- 13. Title VI Nondiscrimination Policy Language:** During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:
- 14. Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 15. Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 16. Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 17. Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Federal Highway Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Federal Highway Administration*, and shall set forth what efforts it has made to obtain the information.
- 18. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Federal Highway Administration* shall impose such contract sanctions it may determine to be appropriate, including, but not limited to:
- 18.1.** withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - 18.2.** cancellation, termination or suspension of the contract, in whole or in part.
- 19. Breaches and Dispute Resolution:**
- 19.1.** Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Lee County MPO. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Lee County MPO. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Lee County MPO shall be binding upon the Consultant and the Consultant shall abide by the decision.
 - 19.2.** Performance During Dispute - Unless otherwise directed by the Lee County MPO, Consultant shall continue performance under this Contract while matters in dispute are being resolved.
 - 19.3.** Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
 - 19.4.** Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Lee County MPO and the Consultant arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a

court of competent jurisdiction within the State in which the Lee County MPO is located.

19.5. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Lee County MPO or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20. Disadvantaged Business Enterprises: The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and awarded contract. It is the policy of the Lee County Metropolitan Planning Organization (MPO) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal's specifications. These requirements apply to all proposers, including those who qualify as a Disadvantaged Business Enterprise. The agency's overall goal for DBE participation is 10.65%. A DBE contract goal has not been assigned to this solicitation. The proposer shall make good faith efforts, as defined in the Board's adopted Disadvantaged Business Enterprise Program and 49 CFR Part 26, Appendix A to meet the agency's goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subConsultant whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) evidence of good faith efforts to meet the agency's goal.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

| DBE IDENTIFICATION AND INFORMATION FORM Name and Address | Contact Name and Telephone Number | Participation Percent (Of Total Contract Value) | Description Of Work To Be Performed | Race and Gender of Firm |
|--|-----------------------------------|---|-------------------------------------|-------------------------|
|--|-----------------------------------|---|-------------------------------------|-------------------------|

The reporting by the Consultant of the DBE payments and percent complete within the FDOT GAP system will be required once system access has been provided.

You are further advised that the following language applies to this solicitation and will be added to any contract, as applicable, in verbatim:

- A. *The Lee County MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the MPO of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).*

- B. *The Consultant, sub-recipient, or subConsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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. *The prime consultant agrees to pay each sub-consultant under this prime contract, for satisfactory performance of its contract, no later than 30 days from the receipt of each payment the prime consultant receives from the MPO. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the MPO. [This clause applies to both DBE and non-DBE sub-consultants.]*

The prime consultant agrees to return retainage payments to each sub-consultant within 30 days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the MPO. This clause applies to both DBE and non-DBE sub-consultants.

SECTION 20 - EXTENT OF CONTRACT

This Contract, together with the RFP #MPO-2023-SS4A1 issued on and the proposal submitted by and the Exhibits hereinafter identified and listed in this Section 20, incorporated herein and made a part hereof by this reference, constitute the entire Agreement between the MPO and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits/Appendices supplemental to and made a part of this Contract are as follows:

| | |
|------------|--|
| Exhibit A: | Scope of Work |
| Exhibit B: | Notices and Address of Record |
| Exhibit C: | Forms |
| Appendix 1 | General Conditions and Additional Federal Requirements |
| Appendix 2 | Insurance Requirements |

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement for to perform general planning consulting services for Lee County Metropolitan Planning Organization.

ATTEST:

LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION
LEE COUNTY, FLORIDA,

By: _____
Donald Scott, Executive
Director

Date: _____

By: _____
MPO Chair

Approved as to form and
Legal sufficiency:

Derek P Rooney
Counsel to the Lee County
Metropolitan Planning Organization

Witness

Typed Name and Title

By: _____
Typed Name and Title

Witness

Typed Name and Title

EXHIBIT "A"
SCOPE OF SERVICES

Exhibit A

SCOPE OF SERVICES

1 INTRODUCTION

The Lee County Metropolitan Planning Organization is seeking to develop a Comprehensive Vision Zero Safety Action Plan that identifies projects, programs and strategies that will reduce fatalities and serious injuries for all modes of travel within the County. FDOT will be conducting a Vision Zero Action Plan at the same time for the FDOT maintained roadways within the County and this scope includes coordination amongst the two efforts to provide consistency in the plan.

2 SCOPE OF SERVICES

The Consultant will be responsible for the Tasks that are listed below.

Task 1: Project Management

The Consultant and the Lee MPO will finalize a work plan and schedule for the development of the Comprehensive Vision Zero Safety Action Plan. Expectations for the project's scope of work, schedule, contacts and invoicing requirements will be established at a kick-off meeting. This task will include all work related to management of the project that includes invoicing, progress reports, coordination activities with staff deliverables related to those coordination meetings.

Deliverables:

- Virtual attendance and materials for the kick-off meeting
- Monthly virtual coordination meetings with MPO staff
- Monthly invoices and progress reports in a format consistent with USDOT requirements

Task 2: Safety Action Plan Stakeholder Team Meetings

The safety action plan will be produced in coordination with the MPO's partners and the Consultant will develop a Safety Action Plan Team that will participate in the development of the action plan. The safety action plan team will include the representatives from the local jurisdictions, FDOT, FHP, local law enforcement, EMS/Fire, Lee Health, LeeTran, Lee County Schools, VCB, local advocacy groups and community organizations. The stakeholder team will provide oversight and help guide the action plan development with local community knowledge and insight.

It is anticipated that there will be four action plan team workshops as part of this project that will occur roughly following the development of the items outlined below:

- An initial meeting providing information on the project, safe systems approach and vision zero program, initial information from the crash analysis and input on the public involvement survey
- A second meeting is anticipated to include input on potential infrastructure and non-infrastructure countermeasures based on the crash analysis results and input on the draft criteria and prioritization process
- The third meeting is anticipated to review and provide input on the prioritized projects, programs and strategies and review the next steps and funding opportunities
- The fourth meeting is anticipated to be done virtually and include input from the stakeholder team on the draft action plan document following distribution and time for review

Deliverables:

- Agendas, presentation/handout materials in support of stakeholder meetings
- Consultant staff involvement in facilitating stakeholder meetings

Task 3: Public Involvement and Outreach Activities

The Consultant, with the MPO staff, will put together a short outline of the planned public involvement activities that are anticipated to be included as part of the project. This should include a minimum of two stand-alone public meetings scheduled separately from regularly scheduled MPO Committee, Board or other project specific public meetings. One of the public meetings is anticipated to occur after the crash analysis has been completed. This meeting will include examples of countermeasures that may be looked at to address what the crash data is showing. The second public meeting is anticipated to occur after the countermeasures have been identified along with applying the draft tiering prioritization analysis. The draft and final priority recommendations and documents will be brought through the stakeholder, MPO committees and Board for public review and approval. The Consultant will be responsible for scheduling the meetings, developing maps, graphics and tables for presentations and staffing for the public meetings.

The Consultant will also develop public survey that includes information on the project and questions regarding safety issues, driver behavior, questions and potential recommendations. The survey will be sent out by the MPO and will be used to provide notification of the project along with capturing recommendations and opinions that may help determine countermeasures.

Deliverables:

- Presentations and handout materials to support of virtual and in person public

meetings

- Development of a survey that provides information on the project and questions for the respondents
- Development of outreach materials, data and graphics that can be sent out by the MPO and the stakeholders ahead of public meeting activities

Task 4: Conduct High Injury Network and Crash Analysis

The methodology for developing the high fatality and injury analysis conducted by FDOT on the state system will be reviewed to help develop consistency on how the High Injury Network is developed. The crash data will come from SIGNAL 4 for the most recent 5 year period, outside of the prior 60 days. Additional data may be used, insurance, traffic management systems (i.e. cameras and lidar) and/or transportation data platforms (Ritis, Inrix, etc.) The data will cover all modes of travel on non-state public roads. This data will serve as the baseline for reporting future fatalities and injury performance measures as required by the ongoing grant requirements. Later, this will also be used to measure what projects and programs were successful in reducing fatalities and injuries as well as what has not worked.

In a GIS database, the crash data will be combined with other available roadway characteristic data to help determine issues and potential solutions. These other data sources may include the following: number of lanes, sidewalks, pathways and bike lanes/paved shoulders, posted speed limits, railroad crossings, lighting, traffic counts, traffic signals/intersection controls and round-a-bout locations, transit stops and ridership, heavy truck traffic, bicycle pedestrian counts, land use and demographic data. This will be made available in a web application, building upon the concept of the Florida Highway Safety and Motor Vehicles and Signal4 web sites. The deliverable will be a dynamic, useful web application for key stakeholders (law enforcement, government officials, LeeTran, Lee Trauma, public, etc), with exposed data adapted to user needs.

In this website, The consultant will develop a High Injury Network using the data in the GIS database. The High Injury Network will identify the locations and corridors with the County with the highest frequency of fatal and serious injury crashes. The High Injury network will provide a framework for recommendations for implementation projects, programs and strategies. The crash analysis will identify and focus on factors and issues that appear to be contributing factors in fatal and serious injuries crashes including but not limited to lighting, speed, land use, intersection/mid-block, driver behavior, number of lanes and roadway type. The Consultant will develop up to ten collision profiles that describe the primary factors that lead to fatalities and serious injuries on the High Injury Network and reflect the fundamental safety challenges in the County. The collision profile adds nuance to the collision landscape analysis by identifying some combination of factors that are present at a given location. The collision profiles developed under this task not only tell a story of where the collisions are occurring but they also identify some primary

risk factors that lead to collisions which will help identify countermeasures. The consultant will provide a statistical and probability model that will develop a regression analysis of the factors of past crashes, but also provide a model for future projections if the factors are in place. The Consultant will coordinate with the MPO and stakeholders to identify the High Injury Network.

Depending on the results of the crash analysis, this task may include more in depth crash analysis in up to five areas to help answer questions raised by the MPO or stakeholders. This may include Artificial intelligence models for data and photo/video analytics, 3D models, etc. The models developed and derived data will be exclusive use and ownership of the Lee County MPO. This analysis may include a review of the crash reports or coordination with local agencies to determine more specifically what is occurring in those areas and projections of risk for the future.

The Consultant will develop a technical report outlining the key findings from the crash analysis and the High Injury Network. The technical report will include maps, graphics, tables and charts illustrating the key issues about the roadway characteristics, behavior factors, environmental and socio-economic factors that are contributing to the fatalities and serious injuries.

Deliverables:

- Web site that is adaptable to user login credentials, leveraging Collision database in GIS format included with other available data.
 - Preference is for this web site and models to leverage and be able to integrate with ESRI ArcGIS platform
- It will include:
 - Identification of crash patterns, rates and trends on the non-State public roadways
 - High injury network map
 - Identify the locations, severity, contributing factors and types of crashes
 - Identify both focused and systematic issues related roadway characteristics, land use and other factors indicative of increased crash risk
 - Develop up to ten collision profiles that define key factors associated with fatal and severe injuries
 - Produce a crash analysis technical report and a prediction models.

Task 5: Identify Countermeasures and Prioritize Projects, Programs and Strategies

The Consultant will coordinate with MPO staff and stakeholders to develop a set of criteria that will serve as the background for the prioritization of the projects and programs to be implemented. The prioritization should be in groupings of higher, medium and lower priority to provide flexibility to the maintaining/implementing agencies based on project phasing, timing, upcoming programmed projects etc. The

prioritization process should consider equity by assessing the impacts of proposed projects and programs on different populations giving higher priority to environmental justice communities consistent with grant requirements and opportunities for future phases. In addition, the prioritization process should include information on the estimated cost for the project for development and on-going, as well as information on general phasing and timing. This will also include information on who will be the responsible agency for implementing the project, program or strategy. The prioritization should also include information on previously completed or programmed projects that might influence future crash statistics as well as including opportunities to include countermeasures within currently programmed projects.

Deliverables:

- Project prioritization methodology and criteria including recommendation of people(organization), process(on-going management to deliver on goals) and tools
- Proposed projects, programs and strategies for implementation with timing
- Plan with prioritized projects, programs and strategies in a tier level of high, medium or low priority with project cost and implementation information

Task 6: Develop Goals, Policies and Recommendations for Next Steps

The goals and policies will be developed to provide information on the next steps that should be taken to implement the prioritized projects, programs and strategies. This task will include providing recommendations on items that we should start/continue working on to ensure that we put ourselves in the best position to apply and receive Safe Streets for All implementation funding. This task will also include providing an overview of safety funding (infrastructure and non-infrastructure) opportunities outside of the Safe Streets for All funding program that the different implementing agencies could be using currently or in the future to help fund and implement the prioritized projects. Key metrics will be defined with explanation of Responsibility and Accountability.

Deliverables:

- Chapter that includes recommendations for next steps along with various funding opportunities

Task 7: Produce a Draft and Final Comprehensive Safety Action Plan Document

The Consultant will produce a draft Comprehensive Safety Action Plan based on the findings from the work identified in the previous tasks. The draft Action Plan will include crash trends and emphasize projects, programs and strategies that will help reduce fatalities and serious injuries on the non-state public roadways with an emphasis on underserved communities. The draft Action Plan document will include feedback from the public outreach efforts, MPO committees, the stakeholders, local jurisdictions,

FDOT etc.

Following a review and documentation of the comments received and changes made, as necessary, a final Action Plan document will be developed for MPO committee recommendation with final adoption by the MPO Board.

Deliverables:

- Draft and final Comprehensive Safety Action Plan document
- Presentation of the draft Comprehensive Safety Action Plan to the BPCC, TMOC, TAC, CAC and MEC or MPO Board for review and comment
- Presentation of the Final Comprehensive Safety Action Plan to the BPCC, TMOC, TAC and CAC for recommendation of approval and the MPO Board for approval
- Final Comprehensive Safety Action Plan document addressing final comments for submittal to USDOT

Task 8: Develop a Performance Measure Plan Outline

The Consultant will develop a Safety Action Plan performance measure outline for MPO staff to follow for reporting the status on a yearly basis. This data will start with the base year reporting of fatalities and serious injuries but will also include how the MPO may go about illustrating the specific reporting for projects, programs or strategies moving forward. The reporting should account for equity, project costs, effectiveness and lessons learned to help with the future implementation of similar projects. A comparison of best-case/lessons learned will be summarized and metrics that support the goals will be proposed for Lee County to become best-in-class.

Deliverables:

- Safety Action Plan outline with reporting data consistent with grant agreement requirements and monitoring of long term status

3 SCHEDULE

The Consultant must complete all work by June 30, 2025.

4 TASKS OR ACTIVITIES NOT INCLUDED IN THE SCOPE OF SERVICES

5 MPO's RESPONSIBILITIES

The MPO will provide previous safety action plan documents, information of previous safety outreach efforts and programs and stakeholder contact information.

6 PROJECT BUDGET

The Project Budget is \$375,000.

EXHIBIT "B"
STAFF HOUR AND FEE ESTIMATE BY TASK

EXHIBIT "C"
NOTICES AND ADDRESSES OF RECORD

All notices required or made pursuant to this Agreement to be given by the CONSULTANT to the OWNER shall be in writing and shall be delivered by hand, by fax, or by United States Postal Service Department, first class mail service, postage prepaid, addressed to the following OWNER'S address of record:

Lee County Metropolitan Planning Organization Physical Address
815 Nicholas Parkway E. Cape Coral, Florida 33990

Mailing Address
P.O. Box 150045
Cape Coral, Florida 33915-0045

Email: dscott@leempo.com

All notices required or made pursuant to this Agreement to be given by the OWNER to the CONSULTANT shall be made in writing and shall be delivered by hand, by fax or by the United States Postal Service Department, first class mail service, postage prepaid, addressed to the following CONSULTANT'S address of record:

Prog. Manager:
Phone Number:
Email:

Either party may change its address of record by written notice to the other party.

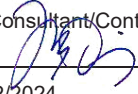
Exhibit D
Forms

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Stantec Consulting Services Inc.

By:  _____

Date: 1/12/2024

Title: Francisco Domingo, PE - Principal

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
 ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
 PROCUREMENT
 10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 any federal 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 influencing or attempting to influence an officer or employee of any federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. 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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Stantec Consulting Services Inc.

By: Francisco Domingo, PE Date: 1/12/2024

Authorized Signature:  _____

Title: Principal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Stantec Consulting Services Inc.
Name of Consultant

By:  _____

1/12/2024
Date




Title VI Nondiscrimination Assurance

Pursuant to Section 9 of US DOT Order 1050.2A, the Contractor assures the Lee County Metropolitan Planning Organization (MPO) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Contractor further assures the MPO that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Contractor's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the Certification clauses of this agreement in every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Contractor shall immediately be forwarded to the MPO Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

This assurance is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

Signature: 

Date: January 12, 2024

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL SERVICES COMMITMENT FORM

375-030-83
 PROCUREMENT
 11/21

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

| | | | |
|------------------------------------|--|--------------------------|-----------------------------------|
| Contract/Advertisement No.: | SS4A1 | Prime Consultant: | Stantec Consulting Services, Inc. |
| Project Description: | Development of a Comprehensive Safety Action Plan for Lee County MPO | | |

Expected percentage of contract fees to be utilized by DBE(s): 11 %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses 0 %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

| Prime | Type of Work (List each type of work separately, only one type of work per line) | % of overall contract amount | DBE | Small Business | Non DBE/ Non Small Business |
|-----------------------------------|--|---------------------------------------|--------------------------|--------------------------|---|
| Stantec Consulting Services, Inc. | 6.1 | 19 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | 13.3 | 15 | | | |
| | 13.4 | 10 | | | |
| | 13.7 | 10 | | | |
| | Choose an item. | | | | |
| | Choose an item. | | | | |
| | Choose an item. | | | | |

| Subconsultant/Subvendor | Type of Work (List each type of work separately, only one type of work per line) | % of overall contract amount | DBE | Small Business | Non DBE/ Non Small Business |
|-----------------------------------|--|---------------------------------------|-------------------------------------|--------------------------|---|
| Kittleson & Associates, Inc. | 6.1 | 30 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Fehr & Peers, Inc. | 13.3 | 5 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Media Relations Group, LLC (DBE) | Non-Professional Service Firm | 8 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Urban Health Solutions, LLC (DBE) | Non-Professional Service Firm | 3 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANTS/CONTRACTORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

For purposes of determining any possible conflict of interest, all firms, must disclose if any Lee County Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ No x

| Name(s) | Position(s) |
|---------|-------------|
| | |
| | |
| | |

I realize that violation of the above mentioned standards could result in the termination of my work for the MPO.

DATE: January 12, 2023 SIGNATURE: 
 Company: Stantec Consulting Services Inc. NAME: Francisco Domingo, PE
(Typed or Printed)
 Address: 1412 Jackson Street Suite 3 TITLE: Principal
Fort Myers, FL 33901-2806
 PHONE NO: 239.939.1020 E-MAIL: frank.domingo@stantec.com

Florida Statutes:
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

375-030-60
PROCUREMENT
OGC – 06/18

Respondent Vendor Name: Stantec Consulting Services Inc.

Vendor FEIN: 11-2167170

Vendor's Authorized Representative Name and Title: Francisco Domingo, PE - Principal-in-Charge

Address: 1412 Jackson Street, Suite 3

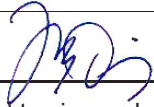
City: Fort Myers State: FL Zip: 33901

Phone Number: 941.907.6900

Email Address: frank.domingo@stantec.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:  _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Francisco Domingo, PE - Principal-in-Charge

Date: 1/12/2024



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Francisco Domingo, PE, who, being by me first duly sworn, made the following statements:

1. The business address of Stantec Consulting Services Inc. (name of bidder or contractor) is 1412 Jackson Street, Suite 3 Fort Myers, FL 33901.
2. My relationship to Stantec Consulting Services Inc. (name of bidder or contractor) is Principal (relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of and county of Miami-Dade on the 12 day of January, 2023.

Notary Public

March 19, 2027

My commission expires

(affix seal)





DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: January 12, 2024 SIGNATURE: 

Company: Stantec Consulting Services Inc. NAME: Francisco Domingo, PE
(Typed or Printed)

Address: 1412 Jackson Street Suite 3 TITLE: Principal
Fort Myers, FL 33901

PHONE NO: 239.939.1020 E-MAIL: frank.domingo@stantec.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-031-06
PROCUREMENT
OGC – 10/21

Contract No: MPO 2023-SS4A1

Financial Project No(s): _____

Project Description: Development of a Comprehensive Safety Action Plan

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: Stantec Consulting Services Inc.

Authorized Signature:  _____

Title: Principal

Date: 1/12/2024

Appendix 1
Federal Requirements

FEDERAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding
- C. **Compliance with Regulations:** The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. Withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.
1. "Policy: It is the policy of the Department of Transportation that minority business enterprise as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement."
 2. "MBE OBLIGATION: The recipient or its contractor agrees to ensure that minority business enterprise, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts and sub contracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all recipients of consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, have the maximum opportunity to participate in the performance of contract and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard, all recipients of consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT- assisted contracts"
- L.** It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M.** It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N.** The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. Employ or retain, or agree to employ or retain, any firm or person, or
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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FEDERAL PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Appendix 2
Insurance Requirements

INSURANCE COVERAGE REQUIREMENTS

- (1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONSULTANT has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONSULTANT must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be CONSULTANT'S sole responsibility.
- (2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.
- (3) Coverages shall be maintained without interruption from the date of commencement of the Services until the date of completion of all Services required hereunder or as specified in this Agreement, whichever is longer.
- (4) Simultaneously with the execution and delivery of this Agreement by CONSULTANT, CONSULTANT has delivered properly executed Certificates of insurance (3 copies) acceptable to the OWNER evidencing the fact that CONSULTANT has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to OWNER, on a timely basis, if requested by OWNER. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the OWNER. CONSULTANT shall also notify OWNER, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer, and nothing contained herein shall relieve CONSULTANT of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONSULTANT hereunder, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- (5) All insurance coverages of the CONSULTANT shall be primary to any insurance or self insurance program carried by the OWNER applicable to this Agreement.
- (6) The acceptance by OWNER of any Certificate of Insurance pursuant to the terms of this Agreement does not constitute approval or agreement by the OWNER that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.

- (7) CONSULTANT shall require each of its sub consultants to procure and maintain, until the completion of the sub consultant's services, insurance of the types and to the limits specified in this Section except to the extent such insurance requirements for the sub consultant are expressly waived in writing by the OWNER.
- (8) Should at any time the CONSULTANT not maintain the insurance coverages required herein, the OWNER may terminate the Agreement and any Work Orders issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONSULTANT for such coverages purchased. If CONSULTANT fails to reimburse OWNER for such costs within thirty (30) days after demand, OWNER has the right to offset these costs from any amount due CONSULTANT under this Agreement or any other agreement between OWNER and CONSULTANT. The OWNER shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the OWNER to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.
- (9) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Services required hereunder or termination of the Agreement or any Work Order, the CONSULTANT shall furnish to the OWNER, in triplicate, renewal or replacement Certificate(s) of Insurance not later than three (3) business days after the renewal of the policy(ies). Failure of the Contractor to provide the OWNER with such renewal certificate(s) shall be deemed a material breach by CONSULTANT and OWNER may terminate the Agreement or any subsequently issued Work Order for cause.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Required by this Agreement? X Yes No

(1) Workers' Compensation and Employers' Liability Insurance shall be maintained by the CONSULTANT during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

a. Worker's Compensation - Florida Statutory Requirements

b. Employers' Liability (check one)

X \$500,000 Each Accident

\$500,000 Disease Aggregate

\$500,000 Disease Each Employee

\$1,000,000 Each Accident

\$1,000,000 Disease Aggregate

\$1,000,000 Disease Each Employee

(2) The insurance company shall waive all claims rights against the OWNER and the policy shall be so endorsed.

(3) United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work.

Applicable X Not Applicable

(4) Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work.

Applicable X Not Applicable

COMMERCIAL GENERAL LIABILITY

Required by this agreement? X Yes No

(5) Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by the CONSULTANT. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Products and Completed Operations coverage shall be maintained for a period of not less than five (5) years following the completion and acceptance by the OWNER of the work under this Agreement. Limits of Liability shall not be less than the following:

| | |
|---|-------------|
| General Aggregate | \$300,000 |
| Products/Completed Operations Aggregate | \$300,000 |
| Personal and Advertising Injury | \$300,000 |
| Each Occurrence | \$300,000 |
| Fire Damage | \$50,000 |
| General Aggregate | \$500,000 |
| Products/Completed Operations Aggregate | \$500,000 |
| Personal and Advertising Injury | \$500,000 |
| Each Occurrence | \$500,000 |
| Fire Damage | \$50,000 |
| <u> X </u> General Aggregate | \$1,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Fire Damage | \$50,000 |

(6) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF

INSURANCE applies separately to each of your projects away from premises owned by or rented to you." Applicable deductibles or self-insured retentions shall be the sole responsibility of CONSULTANT. Deductibles or self-insured retentions carried by the CONSULTANT shall be subject to the approval of the Risk Management Director or its designee.

(7) The OWNER shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by the OWNER.

(8) Coverage shall be included for explosion, collapse or underground property damage claims.

(9) Watercraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than the Commercial General Liability limit shown in subparagraph (1) above if applicable to the completion of the Services under this Agreement.

_____Applicable Not Applicable

(10) Aircraft Liability coverage shall be carried by the CONSULTANT or the SUBCONSULTANT in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.

_____Applicable Not Applicable

AUTOMOBILE LIABILITY INSURANCE

(11) Automobile Liability Insurance shall be maintained by the CONSULTANT for the ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than:

Bodily Injury & Property Damage - \$500,000

_____ Bodily Injury & Property Damage - \$1,000,000

UMBRELLA LIABILITY

(12) Umbrella Liability may be maintained as part of the liability insurance of the CONSULTANT and, if so, such policy shall be excess of the Employers' Liability, Commercial General Liability, and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis.

(13) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying limit due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

PROFESSIONAL LIABILITY INSURANCE

Required by this agreement? X Yes No

(14) Professional Liability Insurance shall be maintained by the CONSULTANT to insure its legal liability for claims arising out of the performance of professional services under this Agreement. CONSULTANT waives its right of recover against OWNER as to any claims under this insurance. Such insurance shall have limits of not less than:

 \$500,000 each claim and in the aggregate

 X \$1,000,000 each claim and in the aggregate

 \$2,000,000 each claim and in the aggregate

 \$5,000,000 each claim and in the aggregate

(15) Any deductible applicable to any claim shall be the sole responsibility of the CONSULTANT. Deductible amounts are subject to the approval of the OWNER.

(16) The CONSULTANT shall continue this coverage for a period of not less than five (5) years following completion of all Services authorized under this Agreement.

(17) The policy retroactive date will always be prior to the date services were first performed by CONSULTANT or OWNER under this Agreement, and the date will not be moved forward during the term of this Agreement and for five years thereafter. CONSULTANT shall promptly submit Certificates of Insurance providing for an unqualified written notice to OWNER of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, CONSULTANT shall also notify OWNER by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONSULTANT from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, CONSULTANT shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. CONSULTANT shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by OWNER.

**REVIEW AND APPROVE THE CR 951 FEASIBILITY STUDY
SCOPE OF SERVICES**

RECOMMENDED ACTION: Review and approve the scope (**attached**) of work for the CR 951 feasibility study.

Following the discussions at the previous Committee meetings, **attached** is the scope of work to study the feasibility of moving forward with a north south road east of I-75 for review and approval. This scope will include looking at what has changed since the original “preferred” alignment was identified, as well as other potential alignments and planning level cost estimate(s) for a determination of the next steps.

DRAFT: SCOPE OF WORK**Lee County MPO CR 951 Feasibility Study**

This document describes the Scope of Work that will be performed by Volkert, Inc. (Consultant) to develop the Lee County Metropolitan Planning Organization (MPO) County Road (CR) 951 Feasibility Study (Feasibility Study). The study limits are from Alico Road in the north in Lee County to Immokalee Road in the south in Collier County. The purpose of the Feasibility Study is to identify if there is a near term need for the CR 951 extension/other north south connections east of I-75 and if so, where could it possibly go, and what will be potential issues and opportunities that the Lee County MPO will encounter to move forward with a Project Development and Environment (PD&E) Study.

The development of the project will include the following tasks:

- TASK 1: Conduct kick-off meeting.
- TASK 2: Collect and summarize the findings of previous studies related to this project and the project study area.
- TASK 3: Conduct existing and future conditions assessment.
- TASK 4: Conduct stakeholder interviews and preliminary analysis to respond to questions from stakeholders.
- TASK 5: Develop planning level alternative corridors.
- TASK 6: Conduct agency coordination (e.g., Florida's Turnpike, Florida Department of Transportation, MPOs, and Counties).
- TASK 7: Develop opportunities and constraints.
- TASK 8: Present the Feasibility Study findings and recommendations.
- TASK 9: Produce the draft and final technical memorandum.

TASK 1: CONDUCT KICK-OFF MEETING

The Consultant will schedule and conduct a kick-off meeting with MPO staff within ten days of the Notice to Proceed that will be issued by the MPO. The kick-off meeting will be held virtually over a Microsoft Teams call or similar video conferencing platform. At the kick-off meeting, the Consultant and the MPO staff will review the scope of work, project schedule, previous plans that will be reviewed, data needs, project study area, stakeholder outreach, and required deliverables.

Deliverables:

- Project schedule
- List of stakeholders
- List of agencies and staff contacts
- List of outstanding data needs
- Base map of the study area

TASK 2: REVIEW OF PREVIOUS PLANNING STUDIES

The Consultant will work with Lee County MPO to identify previous plans to review. The Consultant will review previous plans to identify recommendations and relevant capital improvement projects that are planned and programmed. Emphasis will be placed on understanding the past recommendations that are relevant to the study area. The Consultant will summarize the results of the review in a technical memorandum that will become a chapter or section of the final Feasibility Study report.

Deliverable:

- Technical Memorandum summarizing review of previous planning studies

TASK 3: CONDUCT EXISTING AND FUTURE CONDITIONS ASSESSMENT

The Consultant will conduct an existing and future conditions assessment for the study area. This task will include a site visit of the study area to take photos, analysis of existing and future land uses and demographics, and a review of upcoming land development and transportation projects, as available. The Consultant will develop existing conditions maps and document the findings in a technical memorandum that will include maps and photographs taken from the site visit.

Deliverables:

- Technical Memorandum of the Existing and Future Conditions Assessment
- Maps (seven to eight)
 - Base Map
 - Existing Population
 - Future Population
 - Existing Jobs
 - Future Jobs
 - Existing Land Use
 - Future Land Use
 - Future Development (as available)

TASK 4: CONDUCT STAKEHOLDER INTERVIEWS

The Consultant will conduct up to 10 one-on-one stakeholder interviews in person and/or virtually, which will be based on the availability and preference of each stakeholder. The purpose of the interviews is to collect stakeholder input and concerns on the study and potential alignments, and to help define the key topics to discuss for an optional stakeholder workshop. The Consultant will produce a fact sheet about the project to provide to each stakeholder in advance of the one-on-one stakeholder interviews.

The Consultant will conduct high-level/order of magnitude analysis as necessary to respond to stakeholder questions and concerns. This task is expected to include some additional research and analysis to help facilitate discussions at the optional stakeholder workshop. The Consultant will then use the key concerns and preliminary analysis to develop alternative corridors and a series of potential strategies to mitigate each concern.

Deliverables:

- Up to 10 individual stakeholder interviews
- One page fact sheet
- Stakeholder interview questions
- Summary of stakeholder interviews

TASK 5: DEVELOP PLANNING LEVEL ALTERNATIVE CORRIDORS

The Consultant will use the previous planning research, the existing and future conditions assessment, and stakeholder input to develop up to five alternative corridors for a future CR 951 road extension/other north south connections east of I-75 that will be mapped. The methodology for developing and evaluating the alternative alignments will become part of the final report. The Feasibility Study will not result in a preferred alternative. Planning level cost estimates will be developed for the alternatives for comparison.

Deliverables:

- Technical Memorandum on Alternative Corridors
- Map of Alternative Corridors

TASK 6: AGENCY COORDINATION

The Consultant will work with Lee County MPO to identify the appropriate staff at local, regional, and state agencies to discuss the Feasibility Study. Agencies include the Florida Department of Transportation (FDOT), the Florida Turnpike, Collier County, Lee County, Collier MPO, and others identified by the Lee County MPO. The Consultant will be responsible for scheduling and coordinating up to three meetings with appropriate staff that can be held virtually and in-person. The Consultant will put together a meeting agenda to be reviewed by the Lee County MPO and meeting notes summarizing comments from staff and next steps.

Deliverables:

- Meeting Agendas (3)
- Up to three coordination meetings with agency staff
 - One hybrid, in-person and virtual (first meeting)
 - Two virtual
- Meeting notes

TASK 7: DEVELOP OPPORTUNITIES AND CONSTRAINTS

The Consultant will develop next step recommendations for the Lee County MPO. Anticipated recommendations include conducting a future Project Development and Environment (PD&E) Study for CR 951/other connections and a financial feasibility analysis.

TASK 8: PRESENT RESULTS

The Consultant will provide a project summary and PowerPoint presentation to MPO staff for review. This will be presented (up to 3 presentations) to the two MPO Boards and Committees.

Deliverables:

- PowerPoint Presentation
- Up to Three Presentations
 - MPO Committee Meetings (may be scheduled as a joint meeting)
 - Lee and Collier MPO Board Meetings (may be scheduled as a joint meeting)

TASK 9: DRAFT AND FINAL TECHNICAL MEMORANDUM

The Consultant will produce the draft and final technical memorandum that will combine the technical memorandums from the previous tasks. The final report will include an introduction, summary of previous planning studies, the existing and future conditions assessment, results from the stakeholder interviews and optional public workshop, alternative corridors and the methodology for selecting them, travel demand modeling results, maps, images, and recommendations for next steps.

Deliverables:

- Draft Report
- Final Report

UPDATE ON THE TRANSPORTATION RELATED LEGISLATION

DISCUSSION ITEM:

Staff will provide an update on the transportation bills as the session will end after the agenda is sent out. Currently several of the bills we have discussed previously are still being considered but time is running out.

**REVIEW AND PROVIDE COMMENTS ON THE DRAFT FY 2024/2025
AND FY 2025/2026 UNIFIED PLANNING WORK PROGRAM TASKS**

RECOMMENDED ACTION: Review and provide comments on the draft tasks included in the FY 2024/2025 and FY 2025/2026 Unified Planning Work Program.

Every two years the MPO is required to develop and submit the Unified Planning Work Program (UPWP), the MPO's budget, to the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) for review. At the meeting, staff will go through the MPO funding and planned tasks for the next two years. The MPO Board will be asked to approve the final version of the UPWP at the May 17, 2024 meeting.

The draft document has been provided for review at the following link: [DRAFT UPWP](#)

PRESENTATION OF THE 2050 SOCIOECONOMIC DATA

DISCUSSION ITEM:

Metro Forecasting Models staff have been working on the development of the 2050 Socioeconomic data for use in FDOT's regional travel model. The development of the data has been coordinated with representatives of the local jurisdictions and a summary report is **attached** and staff will present an overview of the data.

SUMMARY REPORT – SE DATA AND RESEARCH FOR THE 2050 LEE COUNTY LRTP

for

LEE COUNTY
METROPOLITAN PLANNING ORGANIZATION

PREPARED BY METRO FORECASTING MODELS, LLC

2023-2024



Introduction

Metro Forecasting Models was selected in 2022 to provide socioeconomic (SE) and other forecast data for the 2050 Long Range Transportation Plan. The Interactive Growth Model (IGM®) was used to spatially model Lee County to project the area’s realistic growth potential in 2050 and provide data for prioritizing capital improvements and conducting long-range planning. The IGM is being used to spatially model the County’s land use changes over time. The goal of studying the county’s land uses is to measure the area’s realistic growth potential and provide data for prioritizing capital improvements, transportation planning, and conducting long-range planning.

The IGM is a land use model which demonstrates when and where growth is most likely to occur over time. The model uses a non-linear approach which considers the study area’s Buildout potential. The forecast considers decades of historic census data and the Buildout potential to produce a unique growth curve for the study area. The IGM then uses a series of algorithms to anticipate residential development and distribute it to where it is most likely to occur over time. The forecast is organized into 1,449 spatial Traffic Analysis Zones (TAZs/zones) as used in the D1 Travel Demand Model.

Data Sources

The basis for the housing, hotel room and employment data is the GIS parcel data file from the Lee County Property Appraiser. This file contains rich data for establishing the 2023 baseline condition and vacant parcels for projecting future development.

The table below shows the parcels and breakdown.

| Description | Parcels |
|--------------------|----------------|
| Total Parcels | 552,767 |
| BL Residential | 368,805 |
| BL Non-Res | 11,668 |
| Vacant Res | 147,369 |
| Vacant Non-Res | 5,643 |

The baseline parcels were analyzed by land use to determine the number of housing units, non-residential building area or both for mixed-use projects. Each of the 153,012 vacant parcels was evaluated for potential buildout based on zoning, future land use or known entitlements.

The following data sources were used in compiling SE information for the 2050 LRTP.

Workers

US Census Sources: Sex by Class of Worker for the Civilian Employed Population 16 Years and Over & Total Population

American Community Survey: 5-Year Data

Years: 2009-2022

Geography: Block Group

Autos

US Census Source: Tenure by Vehicles Available
American Community Survey: 5-Year Data
Years: 2009-2022
Geography: Block Group & Tracts

Household Income

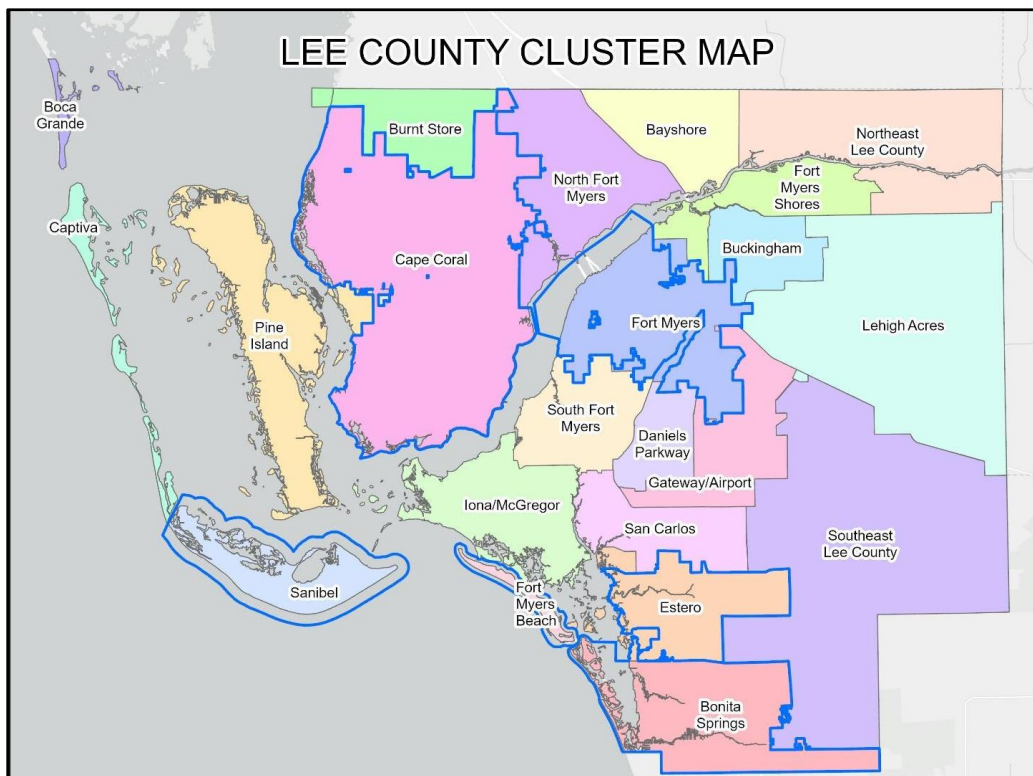
US Census Source: Median Household Income in the Past 12 Months (in 2022 Inflation-Adjusted Dollars)
American Community Survey: 5-Year Data
Years: 2009-2022
Geography: Block Group & Tracts

Seasonal Vacancy

US Census Source: Vacancy Status
American Community Survey: 5-Year Data
Years: 2009-2022
Geography: Block Group

Housing

One of the challenges with communicating data relevance is making sense of what may first look like random numbers. To help convey the IGM data, Lee County was subdivided into Planning Clusters where groups of zones (TAZs) share a common identity. Planning Clusters also helps to parse and compare different areas relative to one another.



The graphic on the previous page shows the various IGM Clusters by geographic area. The clusters were developed based on Lee County Planning Community map and political subdivisions.

Drivers of growth and development are diverse and complex. There are a multitude of variables that can influence growth, such as socioeconomic factors, demographics, and land use policies/regulations. Recent historic growth is only a minor indicator of how the population will increase in the future. Incorporated and unincorporated areas do not grow consistently through time.

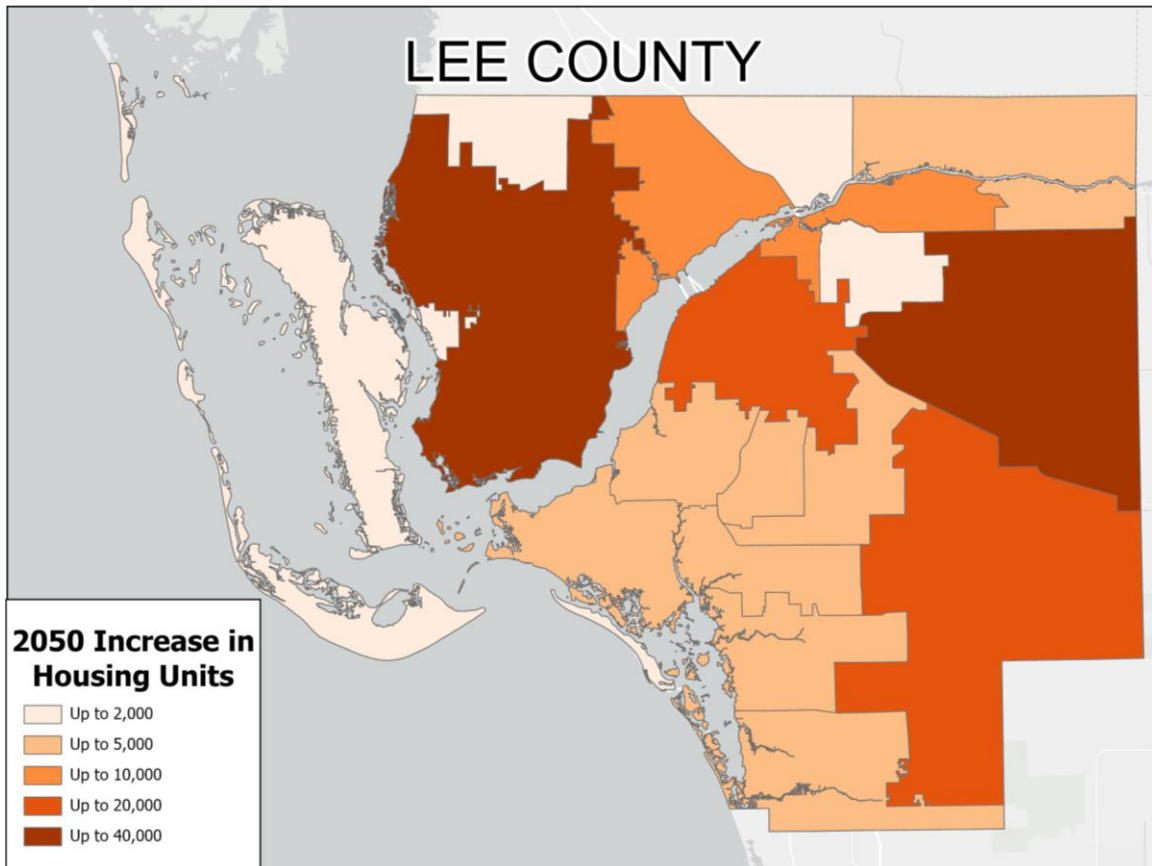
The data analysis process started by analyzing Lee County parcel data using GIS. Meetings with staff at both the County and local municipal levels were conducted, and valuable insights that only those with local knowledge and experience could provide were received.

The table below shows how the areas within Lee County are projected to grow by 2050 with a forecasted net increase of 154,166 housing units. It is interesting to note that in 2023, multifamily units comprised 33.7% of all housing. By 2050, the ratio of multifamily units will comprise 32.6% of the total.

Lee County Housing Unit Forecast

| Housing Unit Forecast | 2023 | 2025 | 2030 | 2035 | 2040 | 2045 | 2050 | Net Change |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Bayshore PA | 2,900 | 3,078 | 3,555 | 4,004 | 4,360 | 4,608 | 4,770 | 1,870 |
| Boca Grande PA | 1,332 | 1,342 | 1,363 | 1,381 | 1,396 | 1,409 | 1,419 | 87 |
| Buckingham PA | 2,749 | 2,787 | 2,884 | 2,975 | 3,061 | 3,140 | 3,216 | 467 |
| Burnt Store PA | 1,928 | 1,934 | 1,949 | 1,962 | 1,977 | 1,997 | 2,030 | 102 |
| Cape Coral PA | 76 | 77 | 78 | 80 | 82 | 83 | 83 | 7 |
| Captiva PA | 1,787 | 1,813 | 1,871 | 1,924 | 1,970 | 2,011 | 2,047 | 260 |
| City of Bonita Springs | 39,943 | 40,663 | 42,064 | 42,990 | 43,557 | 44,071 | 44,402 | 4,459 |
| City of Cape Coral | 100,151 | 103,649 | 111,555 | 118,759 | 125,697 | 132,867 | 139,710 | 39,559 |
| City of Fort Myers | 52,368 | 54,467 | 57,634 | 60,185 | 63,153 | 66,625 | 69,601 | 17,233 |
| City of Sanibel | 7,617 | 7,637 | 7,684 | 7,726 | 7,758 | 7,787 | 7,807 | 190 |
| Daniels Pkwy PA | 7,283 | 7,381 | 7,596 | 7,886 | 8,414 | 9,218 | 9,868 | 2,585 |
| Fort Myers PA | 1,828 | 1,878 | 1,986 | 2,073 | 2,142 | 2,191 | 2,229 | 401 |
| Ft Myers Shores PA | 10,644 | 11,428 | 13,231 | 14,449 | 15,133 | 15,522 | 15,774 | 5,130 |
| Gateway Airport PA | 4,855 | 5,335 | 6,077 | 6,479 | 7,055 | 7,724 | 8,335 | 3,480 |
| Iona McGregor PA | 30,610 | 31,152 | 32,101 | 32,772 | 33,227 | 33,519 | 33,705 | 3,095 |
| Lehigh Acres PA | 43,941 | 46,667 | 53,419 | 60,197 | 66,992 | 73,837 | 80,475 | 36,534 |
| NE Lee County PA | 1,629 | 2,190 | 2,448 | 2,732 | 3,056 | 3,423 | 3,812 | 2,183 |
| North Ft Myers PA | 33,121 | 33,776 | 35,654 | 37,505 | 38,563 | 39,504 | 40,497 | 7,376 |
| Pine Island PA | 8,189 | 8,287 | 8,533 | 8,771 | 9,002 | 9,224 | 9,441 | 1,252 |
| San Carlos PA | 18,705 | 20,483 | 22,205 | 22,785 | 23,149 | 23,374 | 23,494 | 4,789 |
| SE Lee County PA | 4,513 | 6,156 | 9,008 | 11,648 | 14,742 | 18,308 | 21,653 | 17,140 |
| South Ft Myers PA | 36,058 | 36,549 | 37,361 | 37,915 | 38,345 | 38,634 | 38,836 | 2,778 |
| Town of Fort Myers Beach | 8,856 | 8,930 | 9,076 | 9,179 | 9,251 | 9,300 | 9,334 | 478 |
| Village of Estero | 27,972 | 27,792 | 29,070 | 29,743 | 30,147 | 30,444 | 30,683 | 2,711 |
| Total Housing Units | 449,055 | 465,451 | 498,402 | 526,120 | 552,229 | 578,820 | 603,221 | 154,166 |

As shown in the graphic below, the City of Cape Coral and Lehigh Acres areas of the Lee County MPO show the highest potential for increased housing units and growth.

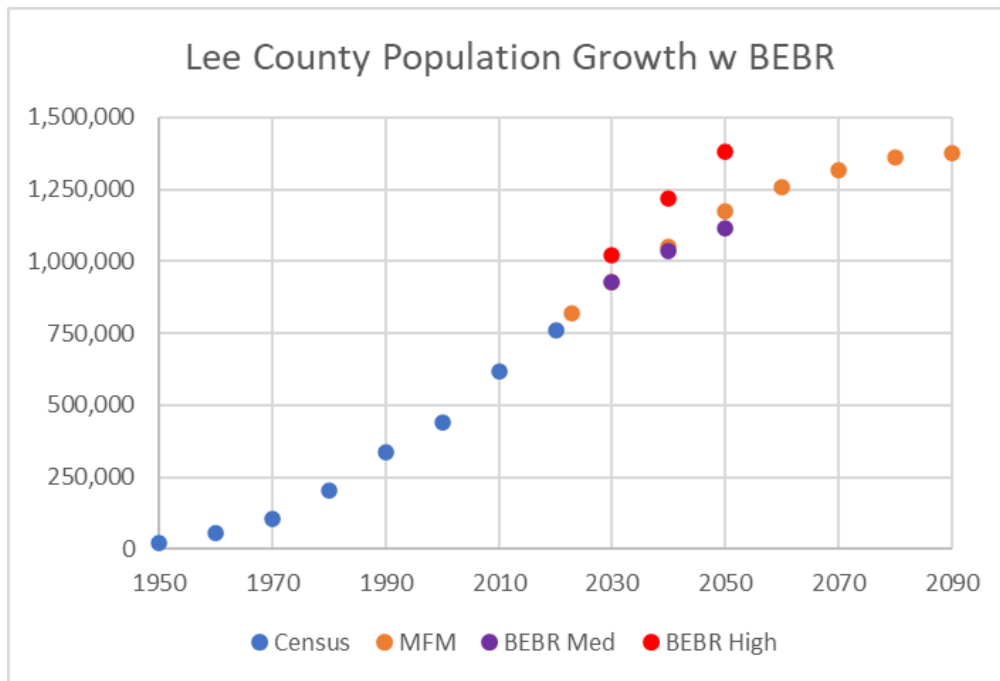
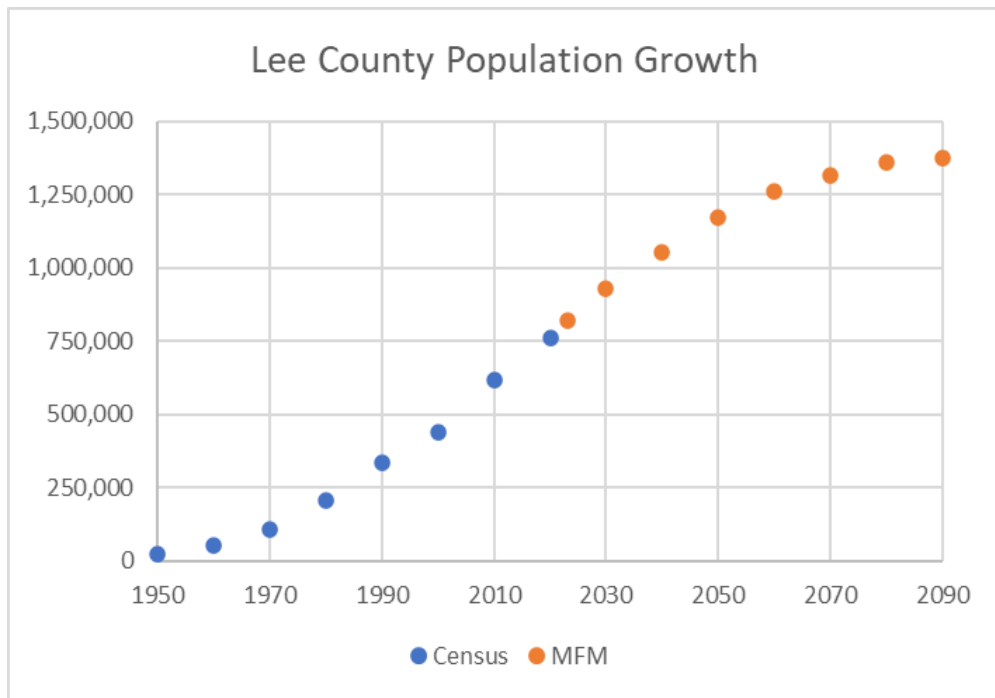


Population

To determine population, the IGM uses the Housing Unit Method, which applies household demographics to the number of housing units. The demographics used in the Lee County MPO are derived from the 2020 Census block group data. Group quarters (e.g., persons residing in jail, assisted living or dormitories) were specifically excluded from the analysis to correspond with the 2019 Baseline data.

Before proceeding with the forecasts, a word or two about inflections points might be helpful. In mathematics, the inflection point is the point of a sigmoidal curve at which a change in the direction of curvature occurs. In terms of population analysis, it means the point at which growth gradually starts increasing at a decreasing rate.

The following chart of Lee County provides a visual representation of its history and projected population growth. It is interesting to note that population growth reached its inflection point in 2016. As we approach buildout, the rate of population growth decreases.

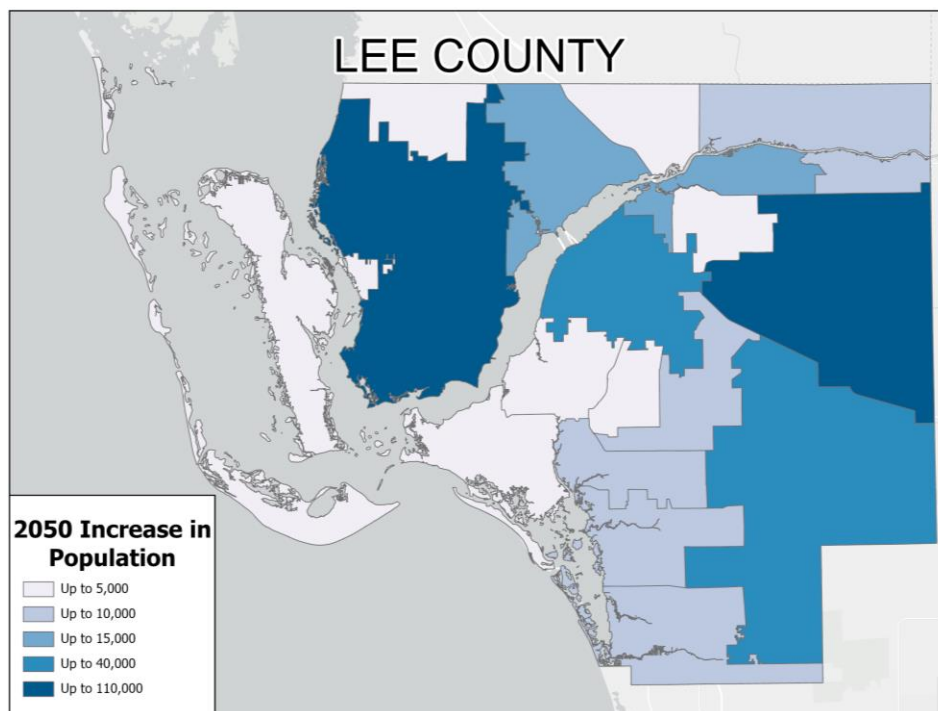


MFM compared population growth forecasts with BEBR. MFM's forecasts fall between BEBR Medium and BEBR High projections.

Lee County Population Forecast

| Population Forecast | 2023 | 2025 | 2030 | 2035 | 2040 | 2045 | 2050 | Net Change |
|---------------------------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|----------------|
| Bayshore PA | 5,748 | 6,143 | 7,196 | 8,191 | 8,972 | 9,521 | 9,874 | 4,126 |
| Boca Grande PA | 1,095 | 1,103 | 1,121 | 1,135 | 1,148 | 1,158 | 1,167 | 72 |
| Buckingham PA | 6,117 | 6,202 | 6,416 | 6,617 | 6,806 | 6,979 | 7,145 | 1,028 |
| Burnt Store PA | 2,273 | 2,283 | 2,308 | 2,332 | 2,365 | 2,413 | 2,496 | 223 |
| Cape Coral PA | 143 | 145 | 147 | 152 | 157 | 159 | 159 | 16 |
| Captiva PA | 641 | 655 | 683 | 710 | 733 | 755 | 776 | 135 |
| City of Bonita Springs | 54,329 | 55,388 | 57,664 | 59,258 | 60,237 | 61,185 | 61,800 | 7,471 |
| City of Cape Coral | 215,242 | 223,544 | 242,472 | 259,888 | 276,796 | 294,299 | 310,895 | 95,653 |
| City of Fort Myers | 95,512 | 99,234 | 105,275 | 110,391 | 116,369 | 123,228 | 128,875 | 33,363 |
| City of Sanibel | 6,942 | 6,966 | 7,014 | 7,058 | 7,094 | 7,122 | 7,143 | 201 |
| Daniels Pkwy PA | 11,661 | 11,829 | 12,170 | 12,602 | 13,369 | 14,527 | 15,463 | 3,802 |
| Fort Myers PA | 4,776 | 4,916 | 5,226 | 5,476 | 5,680 | 5,827 | 5,938 | 1,162 |
| Ft Myers Shores PA | 22,211 | 23,987 | 28,112 | 30,902 | 32,448 | 33,302 | 33,829 | 11,618 |
| Gateway Airport PA | 10,351 | 11,598 | 13,496 | 14,322 | 15,179 | 15,977 | 16,780 | 6,429 |
| Iona McGregor PA | 36,841 | 37,498 | 38,654 | 39,447 | 39,969 | 40,293 | 40,496 | 3,655 |
| Lehigh Acres PA | 124,315 | 132,281 | 152,111 | 172,138 | 192,370 | 212,830 | 232,728 | 108,413 |
| NE Lee County PA | 3,577 | 4,982 | 5,598 | 6,281 | 7,059 | 7,952 | 8,896 | 5,319 |
| North Ft Myers PA | 53,736 | 54,800 | 57,919 | 60,956 | 62,659 | 64,109 | 65,580 | 11,844 |
| Pine Island PA | 10,283 | 10,408 | 10,731 | 11,041 | 11,345 | 11,637 | 11,919 | 1,636 |
| San Carlos PA | 41,150 | 44,638 | 47,917 | 49,098 | 49,841 | 50,287 | 50,523 | 9,373 |
| SE Lee County PA | 8,786 | 12,104 | 18,150 | 24,063 | 31,288 | 39,962 | 48,531 | 39,745 |
| South Ft Myers PA | 58,005 | 58,807 | 60,143 | 61,020 | 61,645 | 62,068 | 62,398 | 4,393 |
| Town of Fort Myers Beach | 5,391 | 5,440 | 5,541 | 5,612 | 5,660 | 5,693 | 5,716 | 325 |
| Village of Estero | 39,903 | 40,271 | 42,482 | 43,546 | 44,136 | 44,569 | 44,920 | 5,017 |
| Total Housing Units | 819,028 | 855,222 | 928,546 | 992,236 | 1,053,325 | 1,115,852 | 1,174,047 | 355,019 |

Forecasted growth in Lee County revolves around Lehigh Acres and the City of Cape Coral. By 2050, 204,000 of the forecasted 355,000 will come from these two areas. For this reason, plans must be implemented to ensure that there is adequate vacant commercial land for employment centers as well as schools.



Employment

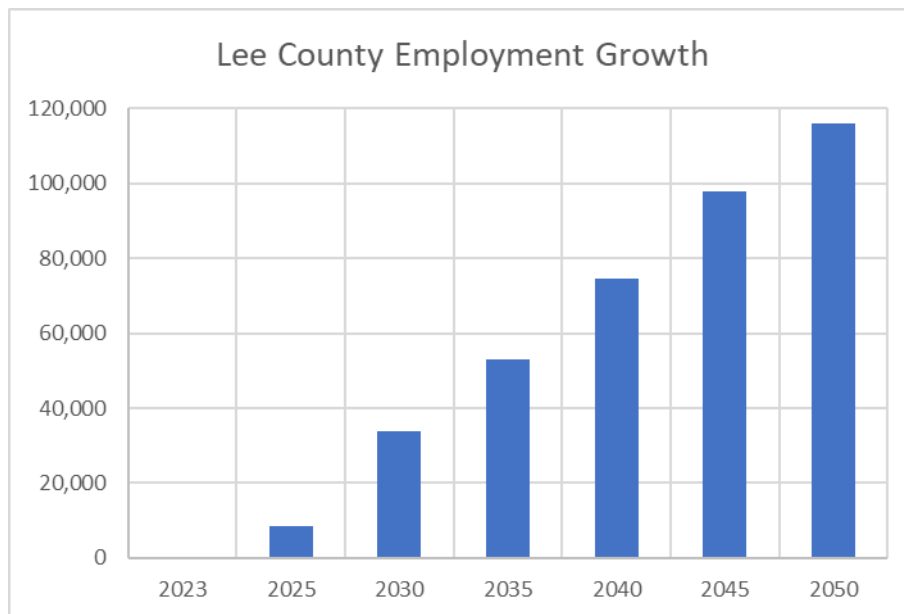
As the population grows, so does the demand for goods, services, and the labor force to provide them. The lack of affordable and reliable transportation options acts as a barrier to employment opportunities and economic stability. Transportation challenges affect both rural and urban communities. Lack of vehicle access, inadequate infrastructure, long distances, and lengthy travel times to reach needed services affect employment.

An effective transportation system contributes to community development, economic development and tourism. The economy remains strong, and people want to move there. Unfortunately, affordable housing is not necessarily located near employment centers, leading to increased travel times and road congestion.

To plan for a high quality of life for future residents, it is important to evaluate trip lengths and plan for minimal traffic congestion. Land use planning is a critical tool in this process. Even if there is an adequate supply of vacant land, there needs to be enough provide for commercial nodes, such as shopping centers.

If vacant commercial lands are fragmented, this could mean that there is not enough contiguous land to develop employment centers, such as shopping centers. In other words, 50 1-acre parcels are not the same as 1 50-acre parcel. This can result in inefficient strip commercial. This is why it is essential to plan for future shopping centers by location as well as commercial needs in general.

The graph below shows how Lee County employment growth will increase by 2050.



Industrial land uses provide employment centers and help balance the tax base. Industrial is considered differently than commercial retail and office. Commercial retail and office are influenced by demand. Industrial is influenced by design, or how much land is available for industrial uses. Some industrial land use is demanded locally, particularly for construction uses and employment opportunities. Other industrial uses do not need to be near residents but should still be planned near adequate transportation corridors which can support freight traffic. This analysis demonstrates the amount of industrial designed if the County were to maintain its existing ratio of industrial building area per person.

By 2050, there will be approximately 115,000 more persons employed in Lee County than in 2023.

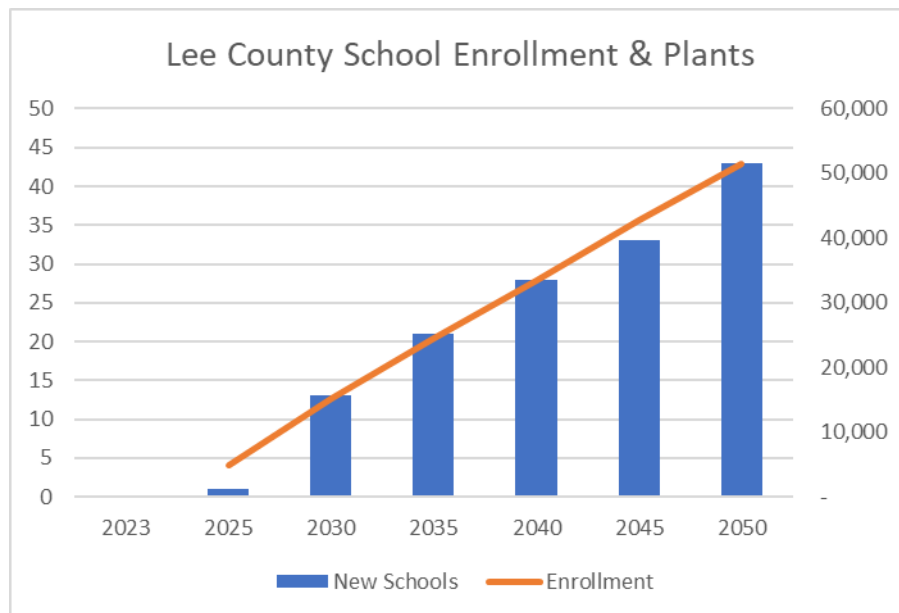
Student Enrollment and School Plants

The forecasted population growth in Lee County includes school aged children (SAC). Historic spatial enrollment data was used to evaluate the ratio of SAC to the total cluster population. Then these ratios were used to project where future SACs are likely to live and hence create a demand for future public schools.

Forecasting the when, where, and what kind of school will be needed is a vital element in assuring that educational infrastructure for the children of future residents will be adequately provided.

By 2050, Lee County public school enrollment is projected to increase by over 50,000 new students and require an additional 43 school plants. Getting students to and from school creates its own set of transportation challenges.

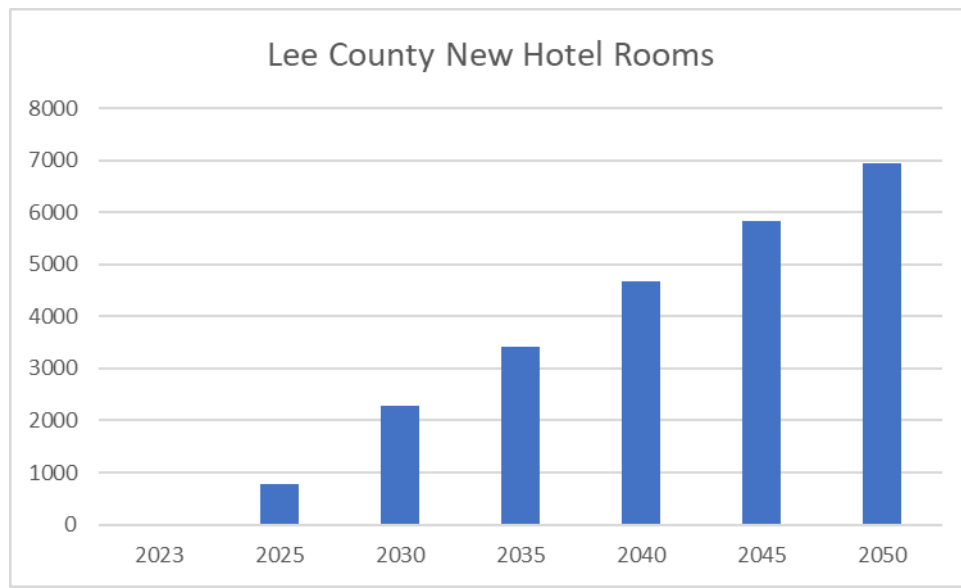
The following chart shows the projected school enrollment and plants for Lee County.



Cape Coral has enough sites for future schools through at least 2050 and beyond. However, in Lehigh Acres, many of the new schools will be on the perimeter, increasing trip lengths and potential congestion issues.

Hotels

Seasonal availability tourism data as far back as 2012 was analyzed. While occupancy rates and party sizes vary throughout the year, a party size of three and an occupancy rate of 95% were used to model the transient population in hotels. By 2050, Lee County is projected to add nearly 7,000 new hotel/motel rooms.



Conclusions

For the foreseeable future, Florida will continue to attract snowbirds as well as full-time residents. More than 154,000 new housing units will be needed to accommodate that growth in Lee County. The MPO is forecasted to add over 355,000 new residents from 2023 through 2050. The coastal areas will continue to add population as the remaining available land is developed. Cape Coral and Lehigh Acres will see more than half of all growth through 2050 by adding a combined 204,000 residents.

Population growth will bring with it new employment opportunities and increased demand for goods and services. These demands bring with them the opportunity to locate future goods and services close to new residents to reduce unnecessary VMT, congestion and greenhouse gasses. Another important component of the population are school-aged children who will also need well-located schools to minimize trip lengths for students, parents, and teachers.

Lastly, a trend that is gaining momentum in the southwest coastal counties is the replacement of older retail/commercial structures at large shopping centers and malls with a significant multifamily component. Few of these commercial conversion to mixed-use project have been completed but many are scheduled to be completed before 2030. This trend could change traffic patterns and improve property tax revenues and sales tax revenues. This trend should be monitored and studied to determine best practices that improve the conversion process and reduce the amount of time to obtain local approvals.

OVERVIEW OF THE MARCH 22ND MPO BOARD MEETING AGENDA

DISCUSSION ITEM:

The MPO staff will provide an overview of the March 22nd MPO Board meeting agenda.

INFORMATION AND DISTRIBUTION

- a. US 41 and Bonita Beach Road Project PD&E Public Hearing Information



US 41 AT BONITA BEACH ROAD Project Development and Environment (PD&E) Study

Bonita Springs, Florida
FPID: 444321-1
Newsletter #3 - March 2024

PUBLIC HEARING SCHEDULED

The Florida Department of Transportation (FDOT) invites you to a public hearing for the US 41 (SR 45) at Bonita Beach Road Project Development & Environment (PD&E) Study in Lee County on **Tuesday, March 26, 2024**. This study evaluates potential capacity and safety improvements, as well as multi-modal features to address congestion and meet future demand. Additional components under consideration include crosswalks with a pedestrian hybrid beacon, a new transit stop, and 12-foot wide shared-use paths at all intersection approaches.

This hearing is being conducted to present the preferred alternative and all analysis to date, as well as to give interested persons an opportunity to express their views concerning the location, conceptual design, and social, economic, and environmental effects of the proposed improvements. Throughout this process, FDOT will consider the no-build or "do-nothing" option.

HOW TO GET INVOLVED

You can participate live online or in-person. The information presented during either format will be the same and all attendees will have the opportunity to comment. The materials will be available by **March 19, 2024** on the project webpage.

IN-PERSON OPTION: **Tuesday, March 26, 2024**

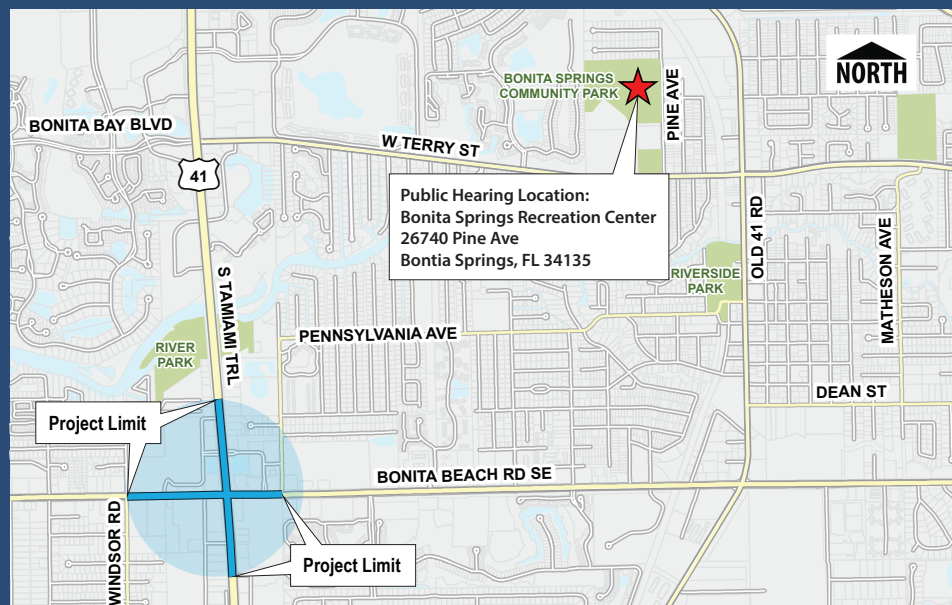
Bonita Springs Recreation Center
26740 Pine Ave, Bonita Springs, FL 34135
Anytime between 5 – 6 p.m. Open house
6 p.m. Formal presentation and comment displays will be available starting at 5 p.m. to review at your own pace and the formal presentation will begin at 6 p.m. The project team will be available for discussion.

LIVE ONLINE OPTION: **Tuesday, March 26, 2024**

Register in advance: <https://tinyurl.com/US41PublicHearing>
5:45 p.m. Overview for how to submit comment
6 p.m. Formal presentation and comment

This event will include a livestream of the in-person presentation and the formal comment portion. *Please review the materials on project webpage before attending the virtual event* <https://www.swflroads.com/project/444321-1>. Materials will be posted by **March 19, 2024**.

Project documents will be available for public viewing from **March 4 to April 5, 2024**, at the City of Bonita Springs City Hall, 9101 Bonita Beach Road SE, Bonita Springs, FL 34135; Bonita Springs Public Library, 10560 Reynolds Street, Bonita Springs, FL 34135 and at Florida Department of Transportation, Southwest Area Office, 10041 Daniels Parkway, Fort Myers, FL 33913. They will also be available on the project webpage.



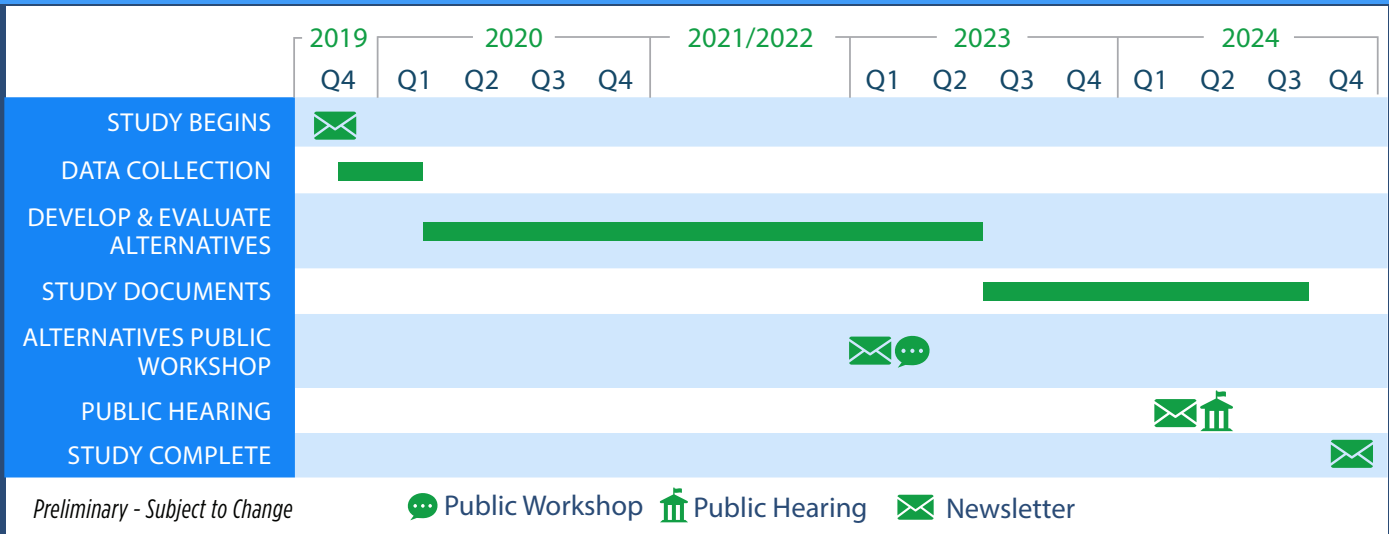
**FOR QUICK ONLINE
REGISTRATION, SCAN
HERE!**



CONTACT

Patrick Bateman, P.E. | Project Manager | Florida Department of Transportation MS 1-40
801 North Broadway Avenue, Bartow, Florida 33830 | Telephone: 863.519.2792 | Email: patrick.bateman@dot.state.fl.us
Por favor contacte a Karina Della Sera para información en español (Karina.DellaSera@dot.state.fl.us or 863-519-2750).
View all materials online at <https://www.swflroads.com/project/444321-1>. Comments can be provided through the project webpage and questions can be answered by calling the FDOT project manager Patrick Bateman, PE at (863) 519-2792.

STUDY SCHEDULE



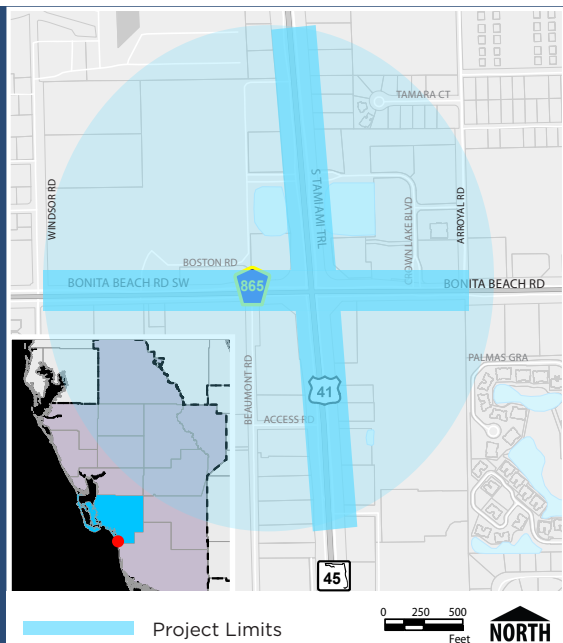
The environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by FDOT pursuant to 23 U.S.C. §327 and a Memorandum of Understanding dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.



FDOT DISTRICT ONE
 ATTN: PATRICK BATEMAN, MS 1-40
 801 NORTH BROADWAY AVENUE
 BARTOW, FLORIDA 33830

PLACE
 POSTAGE
 HERE

COMPANY/ORGANIZATION
 TITLE
 RECIPIENT NAME
 BUILDING X
 123 STREET, SUITE A
 SOMEWHERE, FL 00000



Newsletter #3 - March 2024

US 41 at Bonita Beach Road Project Development and Environment (PD&E) Study

Bonita Springs, Florida
 FPID: 444321-1

FDOT solicits public participation without regard to race, color, national origin, age, sex, religion, disability, or family status. People who require special accommodations under the Americans with Disabilities Act or who require translation services (free of charge) should contact Cynthia Sykes, District One Title VI Coordinator, at (863) 519-2287, or e-mail at Cynthia.Sykes@dot.state.fl.us at least 7 days prior to the hearing.

PROJECT LOCATION MAP - LEE COUNTY, FL