



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium
601 SE 25th Avenue,
Ocala, FL 34471

March 27, 2018
4:00 PM

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PROOF OF PUBLICATION

3. ACTION ITEMS

A. TRANSIT PROVIDER CONTRACT

Staff will present the three transit provider proposals for selection and approval to start contract negotiations with the top bidder

Staff is requesting approval of the proposal by RATP Development (McDonald Transit) as recommended by the Selection Committee.

B. DRAFT UPWP 2018-2019 TO 2019-2020

Staff will present the initial draft of the UPWP. The UPWP serves as the TPO Staff's biannual work outline and budget. Staff is recommending approval of the FY 2018/2019-2019/2020 UPWP.

4. PRESENTATIONS

A. FLORIDA TURNPIKE ENTERPRISE COASTAL CONNECTOR PRESENTATION

The Florida Turnpike representatives shall make a presentation regarding the status of the feasibility study of a new transportation corridor connecting the Tampa Bay area to the I-75/US 301 region.

5. CONSENT AGENDA

A. MINUTES – February 27, 2018

B. FDOT 2018 Certification

C. FY 2016/17 & FY 2017/18 DEOBLIGATIONS

6. COMMENTS BY FDOT

7. COMMENTS BY TPO STAFF

8. COMMENTS BY TPO MEMBERS

9. PUBLIC COMMENT (Limited to 5 minutes)

10. ADJOURNMENT

If reasonable accommodations are needed for you to participate in this meeting, please call the TPO Office at (352) 629-8297 forty-eight (48) hours in advance, so arrangements can be made.

*The next regular meeting of the Transportation Planning Organization will be held on
April 24, 2018.*



MEMORANDUM

TO: TPO MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: TRANSIT MANAGEMENT SERVICES (RFP #TPO/18-001)

On March 2nd, 2018, The City of Ocala Procurement Department received three proposals for Transit Management Services. The three firms are McDonald Transit (RATP Development), Midwest Paratransit Services and Transitions Commute Solutions. The proposals were reviewed by the Selection Committee Members which included:

Mike Daniels and Ken Odom from the TPO, Tom Wilder from Marion Transit Services, Councilwoman Mary Sue Rich and Commissioner Kathy Bryant.

At the Selection Committee Meeting on March 7th, McDonald Transit Associates was unanimously recommended by the Selection Committee members. The contract rates for all three firms are provided below:

Proposer	Proposed Rate Hour	Annual Total
McDonald Transit Associates, Inc	\$58.94*	\$1,856,610.00
Midwest Paratransit Services Inc.	\$61.51	\$1,937,865.00
Transitions Commute Solutions, LLC	\$58.50	\$1,842,750.00

*Price negotiated down from an initial average price of \$59.71 per hour for a total of \$1,880,865.

Staff is requesting approval to proceed with the contract with RATP Development as recommended by the Selection Committee. If you have any questions, please contact our office at 629-8297.



March 1, 2018

Shay Roberts, Buyer
City of Ocala Procurement Department
110 SE Watula Avenue, 3rd Floor
Ocala, Florida, 34471

RE: RFP# TPO/18-001 – SunTran – Transit Management Services

RATP Dev USA (RATP Dev) is proud to participate in the proposal process to offer Transit Management Services to the City of Ocala and the Ocala/Marion County Transportation Planning Organization (TPO) including management and day-to-day operation of the Ocala/Marion County public transit system (SunTran). It has been our privilege to serve as the Transit Management Services contractor since 1998. Our company foundation is built on trust. Through that trust, we have built a long-lasting partnership with the City of Ocala and the TPO, and together, we have built a transit system of which you can be proud – a transit system that provides the quality of service your customers deserve.

RATP Dev brings 44 years of success in managing and operating high-quality, safe, responsive and efficient transit systems throughout the United States. In addition, as part of a broader, global organization, RATP Dev marshals the resources, talent and innovative spirit from our global operating units. With our unique history of designing, managing, operating, maintaining and modernizing all forms of public transport, we offer an unmatched level of expertise.

The City of Ocala and the TPO will continue to receive full support from our experienced staff, led by our General Manager, Mr. Oliver Cromwell. Mr. Cromwell will be available throughout the contract term unless otherwise negotiated.

Our senior executive team, including Mr. Steve Sherrer, will also provide guidance and support. RATP Dev will help our local personnel execute against the established goals while leveraging best practices developed and adopted from other systems across the globe. We believe in creating a culture of continuous improvement, recognizing that safety, security, and overall customer experience must never be compromised. We will continue to evolve our approach to achieve optimal results. Your brand is our brand.

As the President of RATP Dev, I am pleased to be in the position of presenting to you our proposal for managing SunTran. I am authorized to address issues and negotiate with the City and the TPO on all matters relating to this RFP and the Agreement. I look forward to the occasion when we speak further and present our proposal in more detail. Thank you for this exciting opportunity. We look forward to your positive review of our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Blaine Rigler".

Blaine Rigler
President, RATP Dev USA
817-505-5274
blaine.rigler@ratpdev.com

Table of Contents

A. Proposer Information	1
B. Qualifications and Experience	1
C. References	4
D. Staffing Plan/Proposed Personnel Abilities and Experience	6
E. Operation and Maintenance Methodology.....	12
F. Achievements	20
G. Management and Operation Fees/ Financial Sustainability.....	21
H. Price Proposal.....	22
I. Summary of Litigation	22
J. Insurance.....	22
Additional Information.....	23



A. Proposer Information

One hundred twenty years ago, after less than eighteen months of construction, our parent company, RATP Group, opened the first Paris Metro line—an impressive feat. Since then, RATP Group has grown to operate transit services worldwide. RATP Développement SA, a subsidiary of RATP Group, maintains and operates urban networks across the globe, including North America. RATP Développement SA has expertise in providing all kinds of transportation, including buses, subways, streetcars, and light rail systems. RATP Dev USA is a wholly owned subsidiary of RATP Développement SA with a legacy of successfully managing and operating transit systems throughout the U.S. since 1972.

Since then, RATP Dev USA has entered into and developed an integral relationship with the City of Ocala and the Transportation Planning Organization (TPO) beginning in 1998. For almost 20 years RATP Dev has been committed to helping SunTran deliver excellence in transportation for the communities you serve. Some of the successes we have experienced together include the following accolades:

- Awarded the FPTA Safest System (small) yearly for over 15 years
- Retention of 50% of the staff for over 5 years
- A well maintained, up-to-date fleet of 11 Gillig Low Floor buses, with 3 more on order

- An outstanding rapport with our passengers as a result of customer service always being top priority
- Our focus for this renewal contract will be on our continued work with the TPO on increasing ridership through new route realignments. RATP Dev has also developed marketing initiatives that will aid in this endeavor. We understand the importance of continued public transportation enhancements through proposed flex services and RATP Dev is excited about offering our drive2zero™ program along with technological innovations that will serve the Suntran transit system. We look forward to continuing this relationship and providing the best-in-class quality services for the City of Ocala.

Blaine Rigler,
President, RATP Dev USA
Thierry Deleger,
Chief Financial Officer, RATP Dev USA

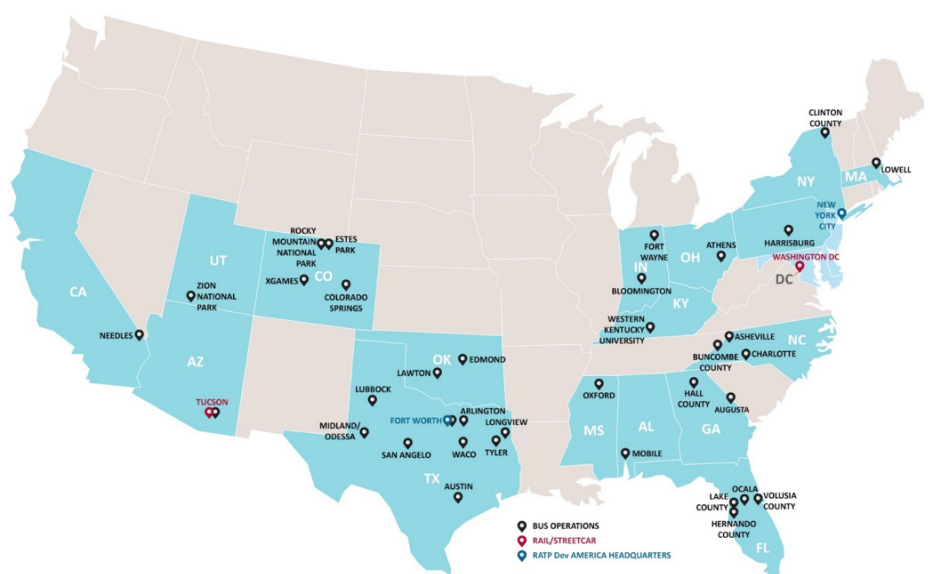
3800 Sandshell Drive, Suite 180
Fort Worth, TX 76137
Office: (817) 232-9551
Fax: (817) 232-9560
www.ratpdevnorthamerica.com
Taxpayer ID: 75-1626932

B. Qualifications and Experience

RATP Dev’s collective expertise designing, project managing, operating, maintaining, and modernizing public transit in towns, cities, and suburbs on a regional scale is what shapes our unique approach. Our top priority is hiring top talent; we employ transit subject matter experts with global experience to provide regionally-tailored solutions.

RATP DEV USA'S OPERATIONAL LANDSCAPE

- Manage \$500 million in operating budgets
- Operate 2,000 revenue vehicles
- Perform over 78 million passenger trips



Urban Fixed Route Experience

RATP Dev serves 31 communities across the United States, including Ocala and Marion County. We have proudly served the City of Ocala and the Ocala/Marion County Transportation Planning Organization (TPO) continuously since 1998. As the operations contractor of SunTran, we are proud of our legacy as a leader in small fixed route transit system innovation. Our local, progressive management team and staff have continuously surpassed SunTran customers' expectations while increasing efficiencies in the operating system.

RATP Dev brings SunTran a vast portfolio of experience and qualifications for fixed route operations and maintenance services. In addition, RATP Dev offers the City and the TPO specific strategies for solving service-related challenges and problems. To that end, we concentrate on five key elements that serve as the foundation of RATP Dev's proposed delivery model for SunTran.

1. Cost and Efficiency
2. Safety/Service Reliability
3. Customer Satisfaction
4. Continuous Process Improvements
5. Contractual/Service Transition

RATP Dev emphasizes the above hallmark elements with our existing clients in the US and around the world in our efforts to execute the very "Best-in-Class" solutions for fixed route transit services.

Management Evaluations

RATP Dev maintains several different methods of evaluation with varying metrics for each. Our evaluations are in alignment with the specific needs of the SunTran system goals. The General Manager's evaluation is continuously updated to comport with the changing needs of the community and SunTran.

As a part of the implementation of our Continuous Improvement Program, the General Manager, Mr. Cromwell, will establish three to four improvement goals per year. He will be required to report the progress to Mr. Sherrer, the regional Senior Vice President, monthly. General Managers are furnished monthly with a summary of their Key Performance Indicators (KPIs) including On-Time Performance, Miles Between Road Calls, Collision Accidents per 100,000 miles, Complaints per 100,000 passenger boardings, and Preventative Maintenance on-time performance. Each General Manager performs a self-assessment at the end of

each quarter. Their assessment is reviewed, evaluated, and discussed with the regional Senior Vice President.

All contract personnel receive quarterly evaluations.

Equal Employment Opportunity Program

RATP Dev is an equal employment opportunity employer and does not discriminate based on race, color, religion, sex, national origin, sexual orientation, disabilities, marital status, age or any other characteristic protected by law. The company reasonably accommodates individuals, based on disabilities and religious beliefs. The Equal Employment Opportunity (EEO) program is strictly enforced. Non-discrimination in employment, including recruitment, hiring, promotion, examination, training, performance evaluations, transfers, compensation and benefits, discipline, layoffs, recalls, and termination is required. Personnel actions are administered in accordance with EEO laws. The Corporate Equal Employment Opportunity Statement is enclosed at the end of our proposal.

Contract History

RATP Dev has never been adjudicated as non-responsible for contracting or bidding. Within the United States, RATP Dev has never been terminated for default on a transit services contract, nor has it defaulted on a transit services contract. RATP Dev has never completed any work by a surety.

In the past five years, the following contracts were not renewed with RATP Dev for the reasons provided:

- Athens Public Transit Fixed Route Operations– Athens, Ohio – In 2017, the client brought the services internal.
- Indiana University Northwest Shuttle Bus Operations– Gary, Indiana – In 2016, the client ended the shuttle service.
- Bryce Canyon National Park Visitor Transportation System (Bryce Canyon Shuttle) Shuttle Operations– Bryce, Utah – In 2015, the contract was awarded to another provider.
- Hall Area Transit Bus Operations – Gainesville, Georgia - In 2016, the client brought the services internal.
- Harrisburg Capital Area Transit Bus Operations – Harrisburg, Pennsylvania – In 2017, the client developed an interlocal agreement with a sister agency to provide services, this agency was not a specific competitor to RATP Dev.



Tenure of General Managers

The average tenure of the General Managers and other required Key Personnel at our 31 transit systems is 6.3 years.

FTA Triennial Reviews

FTA Triennial reviews have found no significant issues in any RATP Dev transit systems. Our Quality Assurance Review process ensures all records are compiled for FTA inspection and that our system is in compliance with all categories of the Triennial Review. We perform regular reviews of our systems to certify their compliance with FTA regulations. After these reviews are completed, we work with our clients to determine actions need to be taken to satisfy any deficiencies with the federal requirements.

FTA's Region VI Office named our transit system in Lubbock, TX, Citibus, the 2016 Transit System of the Year. Citibus was honored because of its comprehensive compliance with FTA rules and regulations, with special emphasis in grants management. Citibus's 2013 Triennial Review resulted in no deficiencies. Over the past ten years, several of our systems have had perfect Triennial Reviews.

Continuous Improvement Program

We have implemented strategies at SunTran to ensure the system meets its daily performance standards. These include: improving on-time performance, effective monitoring, addressing transit services in the field, and continual, responsive supervision of the delivery of all services, including responding to service interruptions and failures. These

strategies ensure the City, the TPO and local residents receive effective and efficient, high quality service every day from SunTran.

Transit authorities must perpetually seek out ways to enhance daily operations; therefore, RATP Dev has created a Continuous Improvement Program to produce the best transit service possible for passengers and the best working atmosphere for employees. RATP Dev uses Results, Approach, Deployment, Assessment and Refinement (RADAR) logic to set improvement goals, define and implement approaches to achieve each goal, and continuously assess/evaluate to ensure better outcomes in transit operations. We use three categories to measure continuous improvement:

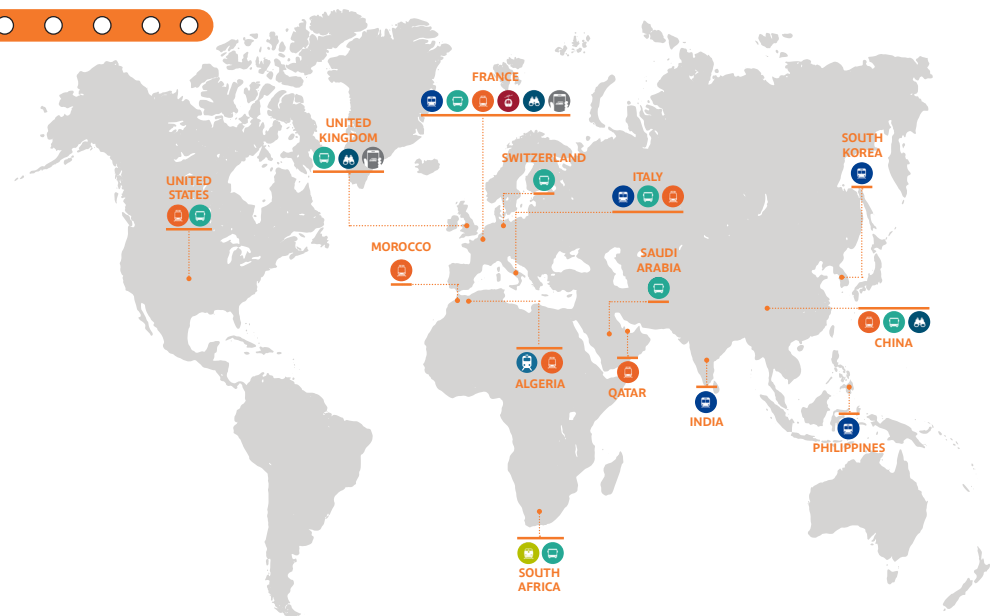
- **Safety** – total number of collision accidents, collision accidents and preventable collision accidents per 100,000 miles by service mode
- **Service Quality** – total number of complaints by service mode, number of complaints and justified complaints per 100,000 miles by service mode
- **Maintenance Efficiency** – on-time performance by service mode, miles per road call by service mode, and percentage of preventative maintenance checks performed on time by service mode

RATP Dev will continue to provide the City and the TPO effective and efficient management of the daily operations – specifically addressing on-time performance, monitoring, responsive delivery, and corrective actions to service interruptions and/or failures. Our goal is to promote ever increasing levels of performance in operations, customer service, vehicle cleanliness, and safety.



GLOBAL EXPERTISE

14 Countries



C. References

City of Edmond, Oklahoma

Susan Miller, Public Transit Coordinator

Susan.Miller@edmondok.com
 10 South Littler, PO Box 2970, Edmond, OK 73083-2970
 (405) 359-4694

Project Manager	John Pleveich	Client Since	07/2009
Contract Term	07/01/2014-06/30/2019 + 2 two-year option		
Service Provided	Fixed Route; Paratransit	# of Vehicles	12
Employee Count	14	Trips	246,156
Service Hours	20,085	Service Miles	302,990



The City of Edmond, OK (the City) selected RATP Dev through competitive procurement to fulfill the City’s goal of providing the highest quality transportation services in both a cost-efficient and consumer-effective manner. RATP Dev operates, administers, and maintains the City’s Transit Service – Citylink. (The City provided transit vehicle maintenance.) Citylink operates fixed-route and citywide dial-a-ride service throughout the City with four local routes and express services to downtown Oklahoma City and the State Capital complex. Our local management and staff handle the scheduling and dispatching of both the dial-a-ride and fixed route services.

Since RATP Dev was awarded the Citylink operating contract, we have worked closely with City staff to improve the system each year. When we began service in 2009, Citylink carried approximately 68,000 passengers. Working with the City, we devised new routes without significantly raising costs, and immediately saw an upward trend in passenger trips. With only a modest increase in added service, Citylink now carries nearly 300,000 annual passengers annually.

In 2017, the City turned over its vehicle maintenance to RATP Dev. We have already created a fleet replacement plan for the City that will help control rising maintenance costs. Our local management worked closely with City staff on the specifications for the vehicles we currently operate at Citylink.

Hernando County, Florida

Mary Elwin, Operations Assistant

marye@hernandocounty.us
 20 North Main Street, Room 262, Brooksville, FL 34601
 (352)-754-4057 x 28015

Project Manager	Joe DeGeorge	Client Since	04/2011
Contract Term	04/01/2011-03/31/2016 + 5 one-year options		
Service Provided	Fixed Route; Paratransit	# of Vehicles	16
Employee Count	21	Trips	115,633
Service Hours	21,598	Service Miles	402,112



The Hernando County Metropolitan Planning Organization chose RATP Dev on January 11, 2011 to manage their fixed route and ADA paratransit service. On April 1, 2011, RATP Dev successfully

completed the transition of both services from the incumbent non-profit operator. The transition included relocating office space to the County’s maintenance facility as well as transitioning the scheduling of the ADA service. Within the first year, RATP Dev made major revisions to the system that



reduced headways from two hours to one hour and 15 minutes. Over the past few years, we also added a route in Hernando that reduced headway from 75 minutes to 60. This change increased our daily revenue hours from 49.57 to 87.17. We are now operating service that connects further south to Pasco County.

In 2012, to generate advertising revenue, the Hernando County Board approved the use of vehicle advertisements on the County’s transit vehicles. Working with the County,

we developed an advertising policy. The Transit Advertising Policy outlines Hernando County’s requirements for advertisements on its vehicles and other transit-related areas. RATP Dev administers and manages the transit advertising program in accordance with this policy and as directed by the County’s Land Services Department. In FY 2014, Hernando County realized \$43,452 in advertising revenue. In FY 2015, we collected \$61,445 with similar increases in the following two years.

City of Colorado Springs, Colorado			
Bob Schwanz, Transit Coordinator		bschwanz@springsgov.com 1015 Transit Drive, Colorado Springs, CO 80903 (719)-385-7452	
Project Manager	Jerry Triolo	Client Since	01/2011
Contract Term	05/01/2016-04/30/2019 + 4 one-year options		
Service Provided	Fixed Route	# of Vehicles	59
Employee Count	136	Trips	3,120,814
Service Hours	149,996	Service Miles	1,973,785



RATP Dev was selected to provide transportation service to the City of Colorado Springs, El Paso County, City of Fountain, Green Mountain Falls and Manitou Springs, Colorado. Our service

began on January 1, 2011, and was renewed in 2016. It is a three-year agreement with four, one-year renewal options.

The Colorado Association of Transit Agencies (CASTA) named Mountain Metropolitan Transit the 2011 Best Transit system. In 2012, CASTA recognized Mountain Metropolitan Transit for its role in successfully evacuating desperate nursing home residents – many of whom were in wheelchairs and dependent on mobile oxygen and medication packets – during the Waldo Canyon fire.

In June of 2013, local management supplied tablets to all our Colorado Springs employees and provided training that covered how the tablets worked and what materials they contained. The tablets come with the current CBA, Employee Handbook, fare box/radio procedures, and other operational policies preinstalled. With simple uploads, we can update the tablets with important safety bulletins and operations memos

about service or procedural adjustments. This initiative improved communications between Operators and improved labor relations. It is also environmentally sound; it lowered our printing costs and reduced our paper usage.

In 2015, local management provided “Toughbook” tablets to our Street Supervisors. The tablets enabled them to track the buses in real time by monitoring AVL activity. Because the Supervisors could monitor all routes from one location rather than following the buses in their vehicles, there was an immediate fuel savings. Further, communication between Dispatchers, Street Supervisors, and management is streamlined and effortless. All staff reports are available in one comprehensive program. For example, as soon as the Dispatcher logs in sick calls, they are immediately visible to the Street Supervisors and managers.

When we assumed operations in Colorado Springs, the system employed at least eight Extra Board Operators daily to cover for unexpected absences. By implementing our attendance and employment procedures, we reduced the number of Extra Board Operators to only three per day, resulting in cost savings and more efficient service.

D. Staffing Plan/Proposed Personnel Abilities and Experience

Oliver Cromwell | General Manager

RATP Dev proposes Mr. Oliver Cromwell to serve as the General Manager for SunTran. Mr. Cromwell currently manages the daily operation of SunTran in an efficient and effective manner. He proficiently performs the management functions required by this RFP and Contract. Mr. Cromwell has progressed in transit management positions ranging from Maintenance Supervision, to Operations with specialized accomplishments with the scheduling software/telephone technology, and the management of the provision of paratransit service delivery. He has completed the State of Florida Police Officer Certification program and is certified Florida Department of Transportation Commercial Driver License Third Party Trainer/Tester.

Work Experience

SunTran

OCALA, FL, DECEMBER 2017 -PRESENT
GENERAL MANAGER

- Responsible for ensuring compliance of all SunTran and RATP Dev procedures and policies.
- Ensure services are provided within budget and action plans developed and implemented to improve operational efficiencies.
- Maintain company and City/TPO assets.
- Responsible for all contractual services to include administrative functions, information systems, parts purchasing, and inventory control.
- Analyze, prepare, and develop budgets and forecasts.
- Assess resource needs and trends and plans accordingly.

Votran

*VOLUSIA COUNTY, FL,
SEPTEMBER 2017 – DECEMBER 2017*
ACTING DIRECTOR OF MAINTENANCE

- Determine appropriateness of purchase orders and work order requests.
- Coordinate and implement training programs for team members.
- Plan, organizes, coordinates, evaluates, and supervises the work of assigned staff and supervises the evaluation process of team members

Votran

VOLUSIA COUNTY, FL, MAY 2016 – SEPTEMBER 2017
**PARATRANSIT OPERATIONS SUPERVISOR/
CONTRACTOR COMPLIANCE OFFICER**

Votran

VOLUSIA COUNTY, FL, FEBRUARY 2016 – 05/2016
**OPERATIONS SUPERVISOR/CONTRACTOR
COMPLIANCE OFFICER**

Votran

VOLUSIA COUNTY, FL, JANUARY 2012 – FEBRUARY 2016
MAINTENANCE SUPERVISOR

Votran

VOLUSIA COUNTY, FL, JULY 2011 – JANUARY 2012
FIXED ROUTE DRIVER,

OMC Demolition

SOUTH DAYTONA, FL, JANUARY 1999 – FEBRUARY 2011
OWNER/OPERATOR



Debbie Miller | Operations Manager

SunTran

OCALA, FL, APRIL/2007 – PRESENT
OPERATIONS MANAGER

- Responsible for hiring and training new Operators and maintaining quarterly training meetings.
- Responsible for creating and implementing office policies, procedures, dispatching, approving/sign off of payroll.
- Experienced in monitoring of inventory and overseeing all aspects of SunTran Operations on a day to day basis.
- Holds a CDL Class B with a “P” Endorsement.
- Certified in the Train-the-Trainer Program through Transportation Safety Institute
- Serves as the Drug & Alcohol Program Manager for SunTran.

SunTran

OCALA, FL, NOVEMBER 1998 – APRIL 2007
EXECUTIVE ASSISTANT TO GENERAL MANAGER,

- Aided with the implementation of a start-up transit system in Ocala, FL.
- Calculate and process payroll, audit fare box receipts and prepare summary reports to submit to client. Maintain personnel files, council employees on company benefits, and policies and procedures.
- Monitor monthly bus pass program.
- ADA Coordinator for the City of Ocala and Marion County and ensure that client applications are evaluated processed in a timely fashion while monitoring overall costs to the City of Ocala and Marion County.
- Responsible for accounts receivable and payables.

Carlos Zambrano | Maintenance Manager

SunTran

OCALA, FL, FEBRUARY 2014 – PRESENT
MAINTENANCE MANAGER

- Communicate with Operators and management on vehicle complaints and repair and verify concerns
- Maintain relationships with vendors resolve any billing discrepancies or issues with vendor
- Document mileage and fuel consumption on a daily base
- Ensure troubleshooting and repairs are done in a timely manner
- Collect and secure daily fares from buses
- On call six days of the week to resolve any issues mechanical or administrative

SunTran

OCALA, FL, FEBRUARY 2005 – FEBRUARY 2014
LEAD MECHANIC (MECHANIC I)

- Work with management on special projects; always available as needed
- Communicate with Operators and management on vehicle complaints and repair and verify concerns
- Document mileage and fuel consumption on a daily base
- Complete quarterly parts inventory checks, over 3,000 parts
- Ensure that the work is being accomplished and observing federal, state and local regulations
- Maintain a safe fleet by completing 100% PM'S since 2005 and maintain a clean shop for a safe work environment
- Collect and secure daily fares from buses

Marion County Public Schools

OCALA FL, NOVEMBER 2004 – JANUARY 2005
TIRE TECHNICIAN

Swift Transportation, Inc.

OCALA, FL, NOVEMBER 2002 – NOVEMBER 2004
LEAD MECHANIC

Steve Sherrer | Senior Vice President – Operations

Mr. Steve Sherrer, Senior Vice President – Operations, will continue to provide oversight of this Contract and our personnel. From his office in Volusia County, Mr. Sherrer will be available to the City of Ocala and TPO for consultation. He will provide guidance and technical assistance to Mr. Cromwell and our local personnel.

RATP Dev

JANUARY 2017 - PRESENT

SENIOR VICE PRESIDENT – OPERATIONS

- Provide management oversight services for public transportation operations in the southeast U.S.
- Responsible for ongoing continuous improvement efforts within RATP Dev

Votran

VOLUSIA COUNTY, FL, JULY 2012 – JANUARY 2017

VICE PRESIDENT/GENERAL MANAGER

- Responsible for overall management of 140 revenue vehicles and 300 employees providing fixed route, paratransit and rideshare programs throughout Volusia County
- Developed feeder bus service to SunRail commuter rail system
- Finalized 30-year lease for west side satellite operations and maintenance facility to improve overall system efficiency
- Implemented real time rider tools including text messaging for next bus and an iPhone mobile app for trip planning and route tracking

Lawton Area Transit System

LAWTON, OK, JANUARY 2002 – JULY 2012

VICE PRESIDENT/GENERAL MANAGER

- Successfully implemented public bus transportation in the Lawton/Fort Sill Community in 2002.
- Maintained relationships with stakeholders ranging from customers to board members and local/state/federal government officials
- Oversaw daily operation of fixed route bus transit services and ADA demand response transportation services
- Secured federal funding and local funding used to build a new administration facility and expanded maintenance facility

Citibus

LUBBOCK, TEXAS

SEPTEMBER 1999 TO DECEMBER 2001

MANAGEMENT ASSISTANT

Corporate Support

As an integral part of our commitment, RATP Dev provides unparalleled corporate assistance to ensure that operations meet our high standards as well as those set forth by the City of Ocala and the TPO. Our Executives and Managers provide support services in every area of fixed route service management and operations. We are highly skilled professionals with “hands-on” experience in all areas of public transportation. This expertise, combined with an absolute commitment to our founding principles of honesty, integrity, innovation and superior customer service, offers clients a truly unique suite of services. From our local managers to corporate staff to our worldwide network of professionals, we have a long record of exceeding our customer’s expectations with creative, innovative, and cost-effective solutions. We truly “think local, leverage global.”



RATP Dev Executive Team

BLAINE RIGLER, PRESIDENT, RATP DEV

With over 25 years of experience in leadership and operations management roles, Mr. Rigler's expertise encompasses marketing leadership, international business acumen, operations, and technology systems innovation. Before joining RATP Dev in December 2016, Mr. Rigler served as Senior Vice President-Global Solutions at Iron Mountain, Inc., an S&P 500 company employing almost 17,000 professionals in over 1,000 facilities across 36 countries.

SANDY FREEMAN, VP - INNOVATION & PRODUCT DELIVERY, RATP DEV

Sandy Freeman, our Vice President of Innovation and Product Delivery, brings 23 years of experience as a Senior Innovation Delivery Leader. She has an established history of developing and delivering forward-thinking strategies and building strong partnerships to advance the right products and technologies for complex environments. She is a seasoned product development professional skilled in Business Development, Competitive Analysis, Marketing Requirements, and Product Strategy. She works closely with the General Management staff and our business partners to uncover ways to optimize and provide distinguishable value to our customers.

PATTY FRITZ, VP - HUMAN RESOURCES, RATP DEV

Patty Fritz, our Vice President of Human Resources, brings 25 years of multi-unit and cross-industry HR leadership experience from distribution and manufacturing to service and retail. She drives excellence in service delivery for RATP Dev through strong business relationships built on trust, integrity, and respect.

MIKE ANDERSON, VP - SAFETY & SECURITY, RATP DEV

Mike Anderson is leading RATP Dev's bus and rail safety and security initiatives. He brings standardized models of excellence and years of safety and security management to the organization's locations of operation. He brings his extensive experience in designing, developing, implementing, and enhancing Safety Management Systems (SMS) and security programs to all of our transit systems.

JOHN ROSLANSKY, LABOR & EMPLOYMENT ATTORNEY, RATP DEV

Mr. Roslansky has extensive experience in developing and

overseeing labor and employment compliance programs, investigations, and litigation while acting as in-house and external counsel, and as senior human resources executive. His expertise in developing and managing departments and functional areas to achieve business objectives on a multi-state and international scope plays a critical role in helping with personnel management. Skilled in turnaround situations and managing organizational change, Mr. Roslansky brings his expertise in Domestic and International Compliance, Risk Assessment and Mitigation, Employment Litigation, Labor Relations, and Contracts to our clients.

ASE Certifications

CARLOS ZAMBRANO MASTER TRANSIT BUS TECHNICIAN ASC ID# ASE-2663-7792

- H2 Diesel Engines - 06/30/2011-06/30/2016
- H3 Drive Train and Transmission - 06/30/2012-06/30/2017
- H4 Brakes - 12/31/2011-12/31/2016
- H5 Suspension and Steering - 12/31/2011-12/31/2016
- H6 Electrical/Electronic Systems - 12/31/2011-12/31/2016
- H7 Heating Ventilation and A/C - 06/30/2012-06/30/2017
- H8 Preventive Maintenance and Insp. - 12/31/2010-12/31/2015

Start-Up Plan

As we are currently managing and operating SunTran, our Start-Up Plan is much less complicated than a new Contractor's would be. Mr. Cromwell will be responsible for ensuring all policies, procedures, and plans will be in place at the time the new Contract begins. The personnel listed in the above Organization Chart will be in place and ready to perform their assigned duties May 1, 2018.

Additional Personnel

Mr. Sherrer, Mr. Ken Fischer, and the previously listed RATP Dev Executive Team will assist and advise our local SunTran personnel.

Investing in Our Employees

RATP Dev works diligently to provide a rewarding and motivating work environment for all personnel, utilizing many techniques to enhance the environment, promote trust, and support positive employee morale. These techniques are categorized in two ways: corporate culture and special programs. RATP Dev strives to create a corporate culture

that promotes open communication, proactive decision making, and active participation by all employees. Special programs, like “Grow Our Own” reward exemplary employee performance.

As mentioned previously, RATP Dev recognizes that our employees are our most valuable resource. They are the key to a successful public transit system. To create an environment where employees feel respected and appreciated, we use a variety of methods, including:

- Accident-free performance is reinforced with awards, recognition, and cash incentives.
- Additional floating holidays are offered for exemplary performance.
- The “Million Mile” award for safe job performance.
- Financial rewards to employees who increase revenue.
- National Safety Council pins are provided.
- Financial rewards for employee suggestions and increased ridership.
- Recognizing high performance on specific service dates.

Professional Development through the “Grow Our Own” Program

RATP Dev provides continual learning opportunities to our employees. We will develop an outline of professional opportunities for SunTran employees, including attendance at Federal Transit Administration (FTA), National Transit Institute (NTI), or American Public Transit Authority (APTA) training courses. Employees are encouraged to attend local and state training courses, as well as university courses. Employees are regularly sent, at RATP Dev’s expense, to other systems so they can observe and learn first-hand the different operating practices and techniques.

RATP Dev believes in having our employees grow with us. We invest heavily in our management training program, “Grow Our Own,” to help our employees advance into new, expanded roles. Many of our current General Managers started their careers as office support staff, supervisors, and, mechanics. They worked their way up at multiple systems, gaining valuable experiences along the way. RATP Dev is proud of the stable, home-grown nature of our corporate and local management teams. Below is a sample of employees who have grown with RATP Dev:

Executive/Manager	Years of Service	Current Position with RATP Dev	First Position with RATP Dev
Frank Austin	37	General Manager, Zion National Park, UT	Mechanic, Fort Worth Transportation Authority (FWTA)
Ken Fischer	36	Senior Vice President – East Coast Operations	General Manager, National City, CA
John Hendrickson	23	Senior Vice President – Midwest Operations	Mechanic, Citibus, Lubbock, TX
Steven Sherrer	19	Senior Vice President – Operations	Management Assistant, Citibus, Lubbock, TX
Janice Crow	19	General Manager, Estes Park & Rocky Mountain National Park, CO	Transportation Enhancement Liaison, FWTA
John Pleveich	14	General Manager, Edmond, OK	Supervisor, Bloomington Transit, Bloomington, IN
Ryan Landers	10	General Manager, Lawton, OK	Management Intern, FWTA, Fort Worth, TX
Gennie Garcia	7	General Manager, Midland-Odessa, TX	Management Intern, Citylink, Edmond, OK

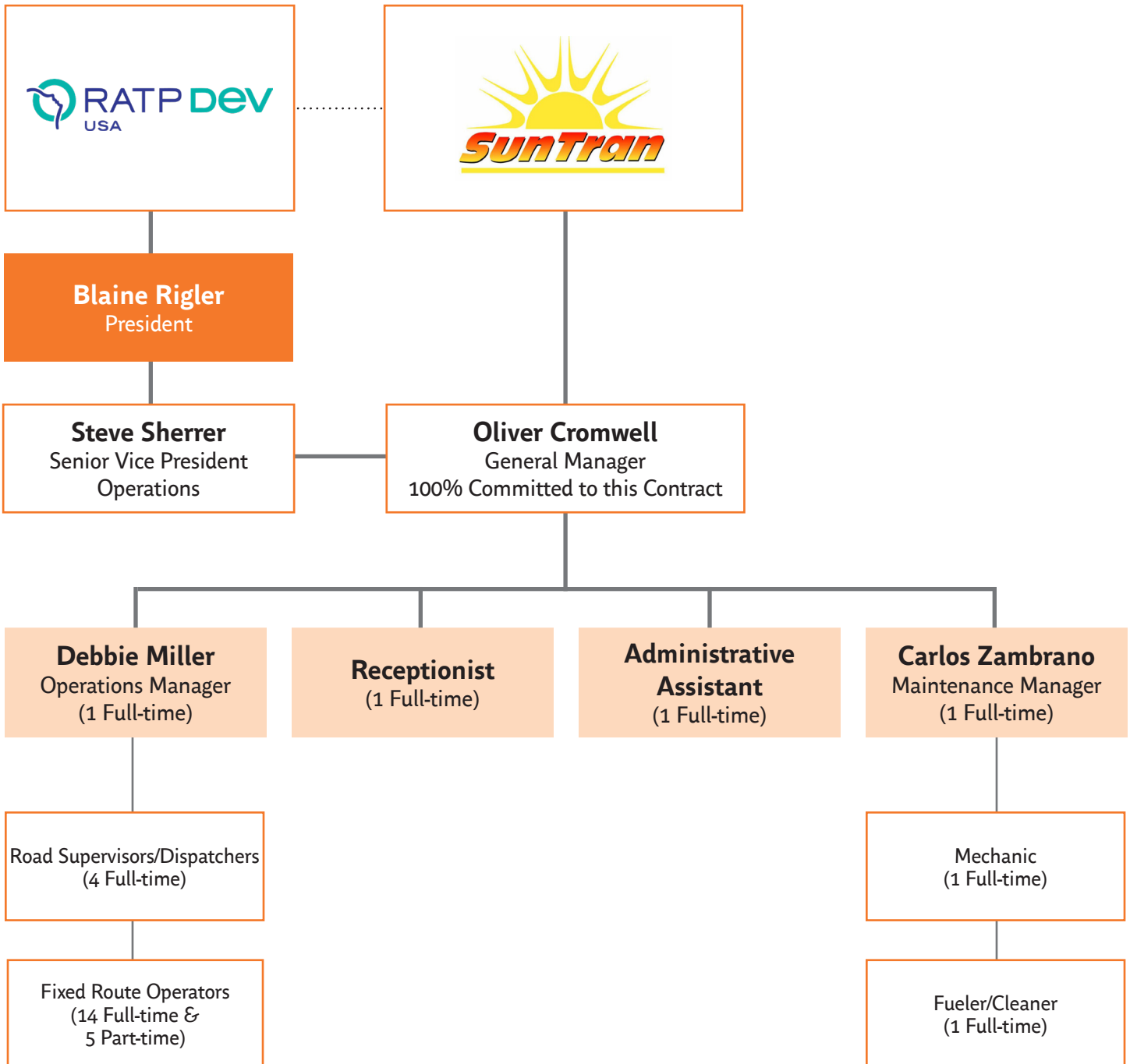
Union Relations

RATP Dev’s corporate and management personnel are not members of a labor union. At the present time, RATP Dev has 17 current Collective Bargaining Agreements (CBAs) with six different Unions at our 31 systems. Since 1978, we have successfully completed more than 100 CBAs in North America. In the 45-year history of our operations in the U.S.,

only two negotiations resulted in strikes. Both were short-lived and resulted in minimal service interruption. Moreover, in those cases, the final terms and conditions were no more favorable to the union than the company’s best and final offer at the bargaining table.



ORGANIZATIONAL CHART



E. Operation and Maintenance Methodology

Every day, local residents rely on SunTran to get from Point A to Point B. But at RATP Dev, we know that exceptional transit is more than just efficiently moving people from point of origin to destination; it's about creating an enjoyable journey. By closely supervising all aspects of SunTran operations, we create an outstanding transit experience for every rider. We bring innovative solutions to communications technology, on-time service, maintenance, and community engagement.

RATP Dev is committed to operating SunTran with special focus on employee development. Our management approach includes three key elements:

- **Hands-on:** From answering customer calls to operating our services, employees will be responsive and customer-focused.
- **Visible:** Management staff will be available and present at SunTran facilities whether in the break room, talking with operators, taking part in maintenance shop walkthroughs, or engaging with mechanics and service workers.
- **Collaborative:** We will establish a good rapport with the City and TPO staff, customers, stakeholders, and community groups on issues from ADA services to safety and scheduling.

RATP DEV WILL ENSURE THAT THE CITY AND THE TPO CONTINUES TO RECEIVE:

- Client-focused partners who promote the City's goals as the benchmark for success.
- Respectful, empathetic performance from employees, acknowledging that the work performed by front-line workers is fundamental to meeting goals.
- Transparent, responsive, and involved staff – with community and customers.
- Clear and honest communication.

Our approach to managing and operating SunTran is to leverage the knowledge and best practices of local talent and leadership to provide the safest, most efficient, customer-oriented transit service possible for the City, the TPO, its stakeholders, and its customers. RATP Dev, our executives, and our General Manager for this project have read the Scope of Work and accept all of the responsibilities of the Contractor. Our daily efforts will meet or exceed local performance standards.

Our General Manager, Mr. Cromwell, holds weekly meetings with management and supervision to ensure effective, efficient SunTran operations. Meetings include a review of any issues or incidents/accidents from the previous or current week and implementation of immediate corrective action(s), as well as on-time performance checks, with recommended adjustments if needed. To ensure adherence to operational policies and standard operating procedures, our local management monitors employee performance using the following:

- A review of daily and monthly reports including dispatcher/radio reports, accident reports/logs, supervision reports, on-time performance, and ridership reports.
- Regular meetings with staff and supervisors.
- A regular review of customer service complaints and recommendations.
- Performance evaluations and monitoring of all Operators and Road Supervisors/Dispatchers.
- **Gate Checks** – management will perform monthly gate checks during roll-out, measuring performance issues that impact service and quality. Management will use a checklist to record the exterior and interior vehicle condition and cleanliness, Operator appearance, on-time status, and other observable items. This data will help to measure performance and identify areas for improvement. The visibility of this team will also reinforce the engaged nature of management.
- **Ride Checks** – Road Supervisors perform an Operator ride check each month for review. The ride checks identify areas that need improvement and employees who deserve praise.

Facilities

RATP Dev will provide the requested SunTran services solely from the provided Administration and Maintenance Facility at 1805 NE 30th Ave, Building 900, Ocala, Florida 34471.

Support Vehicles

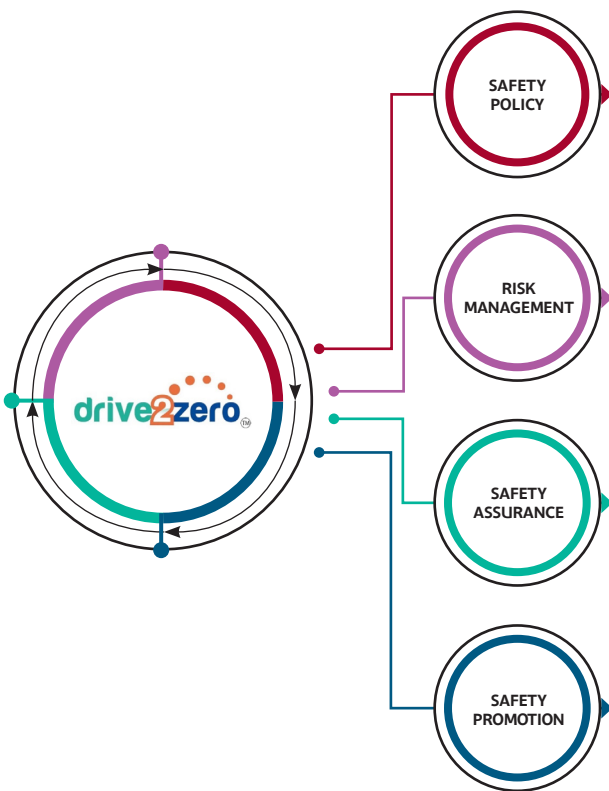
No additional vehicles are needed at this time beyond what is supplied by Marion County.

Safety Program

drive2zero™ The RATP Dev Safety Management System (SMS) Solution provides the framework for a sound safety culture. The plan includes policies, procedures, and methods that support our safety values and ensures that risk is managed to the lowest possible level. drive2zero™ is our formal framework to create a safety culture in all RATP Dev operations. drive2zero™ includes four crucial components. By incorporating all four components, RATP Dev has a systematic approach to achieving levels of risk that are

acceptable to our organization and transit systems. Embedded within the four components are software solutions and technologies that enable this framework to become a reality.

drive2zero™ is one of the only safety programs in the transit industry that encompasses all four components in one solution and meets OSHA, FTA and other regulations. These components provide a systematic approach to achieving acceptable levels of safety risk and are comprised of the following four functional components, including an intangible, but always critical, aspect called “safety culture:”



SAFETY POLICY
Employees are responsible for reporting issues, managing a low level of risk and continually setting high organizational goals and safety standards. Understanding the full landscape of risk through employee participation allows you to set achievable goals to enhance your operations.

RISK MANAGEMENT
drive2zero™ incorporates a pro-active risk management approach in which a risk assessment is conducted and potential hazards are defined. Once complete, this component of the framework plans systematic changes to address the problem, ultimately finding proper remediation.

SAFETY ASSURANCE
Once potential hazards are identified and risk assessed, the quality assurance and evaluation processes are applied. Repeatedly evaluating and investigating data and systems with appropriate tools and technology allows for the correction of controls and supports informed decisions.

SAFETY PROMOTION
The last component is about safety education and awareness throughout one’s organization. From our organization to yours, promoting a solid safety education among employees and enabling teams to learn and train themselves on proper safety controls drives an overarching positive safety culture.

Safety Management System (SMS) implementation begins with a Gap Analysis which will be performed using FTA guidelines and standards. Once the Gap between current state and future state is assessed an implementation plan is formed which will provide a guiding path for the full implementation. Pre Go Live tasks are accomplished on site and include SMS leadership training, in-depth investigator training, SMS training for all employees and the installation and configuration of the SMS software. The software will provide a means to quickly gather data and easily track, trend and record corrective actions that mitigate risk in the operation. After the Pre Go Live activities are completed, the

implementation plan will include four levels of engagement ending in the achievement of a level four SMS status with the result being risk managed at an acceptable level and in the end lower accident rates.

GeoTab Telematics are currently installed in four vehicles in Ocala, telematics provides data to the operation that assists in the identification of driver behavior. This program identifies high risk driver behavior and provides a process to address the behaviors/situations before the accident occurs. Hard braking, accelerating, speeding are just examples of the type of measurements the system transmit through cell data to

a dashboard accessible to leadership. This information is used to address the drivers through training, coaching, and counseling efforts, assisting to lower the risk to an acceptable level throughout the operation.

Willful non-compliance with regulations or company procedures, or commission of a criminal act are unacceptable and can lead to disciplinary action, as laid out in the SunTran employee handbook.

Application of the SMS

Our “Safety Always” motto highlights the fact that safety is a top priority for RATP Dev. SMS standards are set, measured, and continuously improved.

HOW IT WORKS:

- **PLAN** – Set established SMS standards that meet and, in many ways, exceed the current Federal Transit Administration SMS guidelines. These standards are used to measure SMS compliance. We conduct GAP analysis at all new locations to determine the “GAP” between the current adherence to safety standards and future full SMS compliance.
- **ACT** – Based on the results of the GAP analysis, we develop a comprehensive implementation plan to address each of the missing standards. The implementation plan includes what tasks need to be done, who will do each task, and when each task will be accomplished.
- **DO** – Execute plan by assigning resources and tasks; then continuously monitor and measure as tasks are completed.

WHAT IS DONE:

- **Hazard Identification** – proactively identify hazards before a triggering event causes an incident or accident.
- **Risk Assessment** – prioritize actions based on highest level of risk.
- **Mitigation** – plan actions to Transfer, Eliminate, Accept, or Mitigate (TEAM) risk, based on the risk assessment.
- **Action** – assign corrective actions based on the outcome of the mitigation efforts.
- **Monitor and Repeat** – monitor the corrective actions for effectiveness and repeat the process as necessary.

BENEFIT OF THE SMS

RATP Dev’s drive2zero™ is our commitment to continually address and reduce risk in our operations. Our safety management system encourages employee engagement and

promotes a safety culture which, ultimately, decreases costs thereby providing a strong return on investment (ROI).

WHY IT IS DONE:

Decreases In	Increase In
Work Comp Claims	Employee Engagement
Employee Injuries	Safety Reporting
Lost Work Days	Operational Performance
Auto Claims	Proactive/Predictive Hazard Identification
Vehicle Repairs/Out of Service Time	Safety Culture

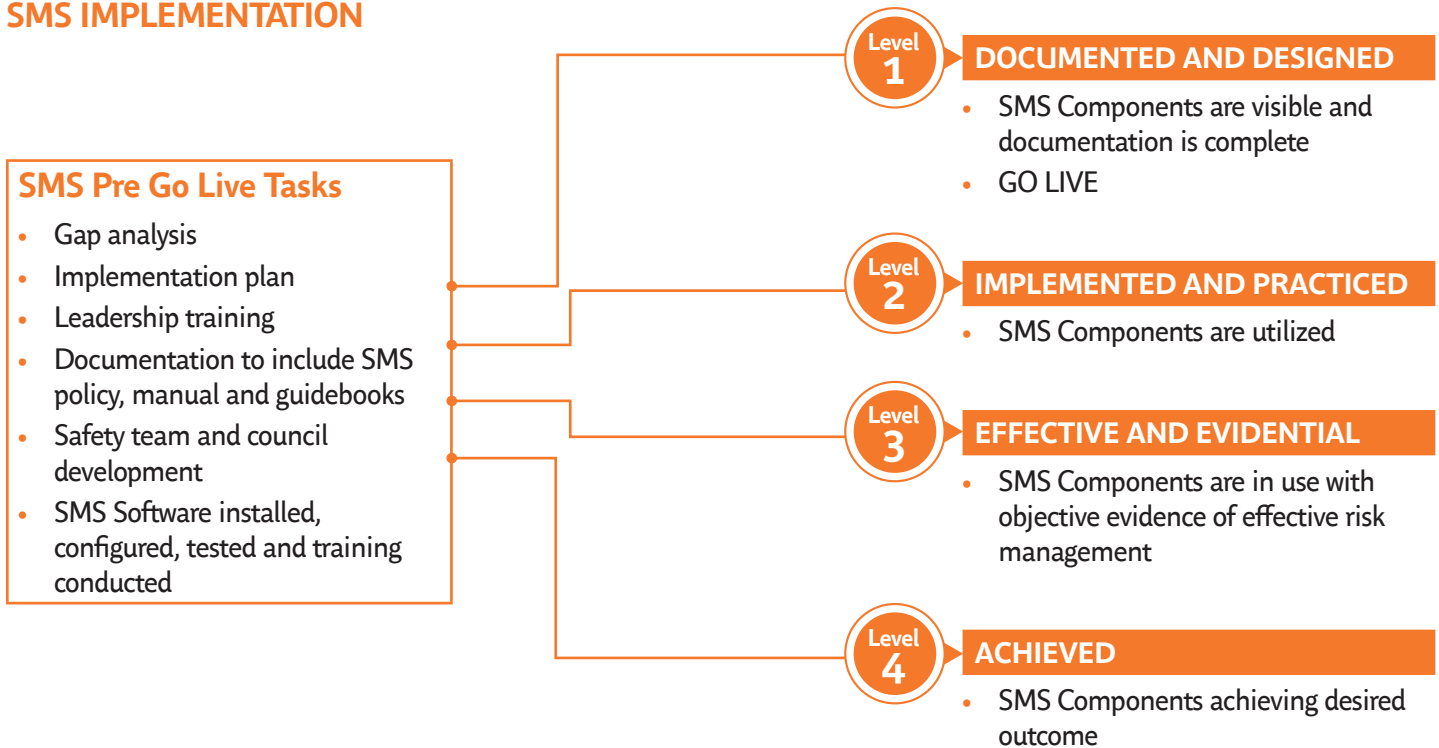
The SMS is patterned after the best in class. This program is benchmarked against the US Department of Transportation of Federal Aviation Administration Regulations (FAA), Federal Transportation Administration (FTA) Guidelines, and the International Civil Aviation Organization (ICAO) rules.

Safety-First Culture

RATP Dev and our SunTran personnel are committed to an operating environment where safety and security are paramount. Our local management team has worked tirelessly to instill a safety-first culture, where employees take pride in maintaining a safe working environment. This emphasis on safety is at the core of all we do and it’s what makes our training, rules, and policies work successfully. The following are some of RATP Dev’s Steps for Safety Success:

- Employees will see and hear constant safety reminders from posters, bulletins/memos, and their supervisors and managers
- Accident review committees will meet on a regular basis to allow peer review of accident preventability
- Safety meetings, focusing on key safety topics, will be presented to all employees at least once a quarter
- Management will closely monitor all preventable accidents and unsafe acts, instituting progressive discipline that could eventually lead to employee termination, if behavior modifications are not successful
- Management will conduct monthly workplace/facility safety inspections with any unsafe conditions corrected promptly

SMS IMPLEMENTATION



SunTran employees should take responsibility for their actions and share a focus on safety, however; this will only happen if management serves as a role model. Therefore, all managers, including the General Manager, will participate in safety training and meetings, and adhere to the same safety policies and procedures as their employees.

Resolution of Customer/Client Complaints

Incoming calls relating to Service Reports will be transferred to Operations (Dispatch or Manager) for processing. Operations may accept the call or return the call as soon as possible. Operations will complete the front page of the Service Report making sure all information is correct. A log number will be assigned to the Service Report and entered in the Service Report Log on Excel book by the Receptionist (On Share Drive).

The Operations manager will complete the “Resolution” section of the report and forward it to the General Manager for signature. After all appropriate sections of the report are complete, the Operations Manager and General Manager will sign off on it, and the Operations Manager will contact the complainant to inform him of the outcome. A copy of the report is kept for reference. The timeframe for this process is 72 hours.

Data Reporting

RATP Dev believes a sound management information system is crucial because it plays a significant role in the effective monitoring of all operations. Data must be collected and entered into the system daily, so the year-to-date database is current and the daily/weekly reports are reflective of the real-time status of the agency. RATP Dev pledges to have the necessary data and reports completed in a timely manner to meet all the requirements of the City of Ocala, the TPO, the National Transit Database (NTD), the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT).

RATP Dev data reporting is specifically designed for each system and includes information that is needed by the members of the client’s governing bodies and staff. Operational data is always available for clients. Depending on the system, reports are submitted to clients daily, weekly, monthly, quarterly, and/or annually.

Fare Collection, Security, Reconciliation, and On-Board Security

With respect to fare collection, security, accounting, and cash handling, RATP Dev employs best practices and will meet or exceed the expectations of the City of Ocala and the TPO. RATP Dev recognizes that it has a fiduciary duty to Ocala, the TPO, and the public. Therefore, we carefully protect all funds. We require at least two people to be present whenever cash is handled. Even coinage is never allowed to be solely in the control of any one individual at any time.

When the fare box is “dropped” (daily), its identification number is checked and recorded. Two authorized staff members and the Operator must be present when the fare box is dropped. The fare box is then logged, checked to ensure there has been no tampering and placed in a secure vault for processing the next business day. Once all fare boxes are dropped, checked, and placed in the vault, the vault is secured.

The next business day, two authorized staff members who were not present at the drop open the vault make sure all fare boxes are accounted for, compare the box numbers to the record, and examine the boxes for tampering. They then move the boxes to a secure area for counting. The boxes remain locked until they are in this secure area. Once opened, the employees count the fare by box and prepare the daily deposit. They place the daily deposit in a sealed bank bag and transfer it to the bank.

Careful attention is paid to ridership counts daily by bus to ensure that fares collected match the ridership on that revenue vehicle.

Our policy calls for Operators to never handle cash. Operators who do so are subject to severe disciplinary action including immediate dismissal. We train Operators to immediately report malfunctioning fare boxes and dispatch/maintenance to immediately respond to correct the problem or trade out the vehicle. If a fare box is broken, the Operator is instructed to allow customers to ride for free until the problem can be resolved rather than handling cash.

To ensure the security of our fare collection, we investigate all irregularities such as: a complaint that an Operator accepted a fare, a difference in total fares collected and, in particular, the absence of one, five or ten-dollar bills where they would normally be expected. We address each issue and take immediate action if necessary to make sure our accounting and cash handling system is safe and precise.

Drug Testing Policy and Program

RATP Dev has established a Zero Tolerance Substance Abuse Policy Statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009. Mr. Cromwell is responsible for ensuring the daily implementation of a drug and alcohol testing program for all safety-sensitive employees. Our policy:

- Ensures that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner
- Creates a workplace environment free from the adverse effects of drug and alcohol abuse or misuse
- Prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances
- Encourages employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties

All employees are required to pass both a drug and alcohol test before employment with RATP Dev. All drug and alcohol testing are conducted by a designated DOT-certified collection site(s) and laboratories. In all cases, proper chain-of-custody guidelines are followed, and DOT requirements are met. We have a DOT-compliant drug and alcohol testing program based on random selection process generated by DOT-approved computer software and administered by a third party.

Response to Vehicle Breakdowns

RATP Dev views vehicle breakdowns primarily as service interruptions, and the first consideration is the restoration of service with minimum passenger delay. We use the most expeditious method to restore service in the event of vehicle failure, factored by the location of the vehicle and nature of the failure. If the failure prevents safe operation of the vehicle, a replacement is dispatched to the scene immediately. Our customer-oriented approach requires scheduling repairs and inspections so that additional revenue vehicles are available for immediate service during all hours of operation, and personnel available to deliver them. If the failure does not prevent safe vehicle operation, the repair may be completed at a scheduled layover point.

A road call is a significant inconvenience for the customer and may be a critical factor in deciding whether to continue to use transit services. We strive to avoid road calls through our Preventative Maintenance Program; however, they do occur



and must be handled efficiently. The following is our road call response checklist:

1. Operator contacts the Dispatcher about a defective vehicle
2. The specific information is shared with the on-duty Mechanic
3. If insufficient information, maintenance supervision may be transferred directly to Operator
4. When sufficient information is gathered; determination is made if bus exchange is required
5. Maintenance informs the Operator of the resolution
6. If no vehicle exchange is needed, incident is closed and work order initiated as required; a work order is prepared whether a defect is found or not
7. If a vehicle exchange is required, a Mechanic is sent to the site of the defective vehicle
8. Vehicle exchange occurs in the timeliest manner to minimize service delays
9. The responding Mechanic converts the incident into a Work Order
10. The vehicle exchange is made. Mechanic confirms with Operator defect and symptoms/problem
11. Mechanic diagnoses vehicle defect and repairs defect.
12. Work Order is updated with all information and notes to confirm repair and troubleshooting procedure followed
13. Work Order type is confirmed. Corrected if needed
14. Work Order is closed when required repairs are made, and vehicle is road tested
15. A road call report is prepared if the vehicle is changed out or repaired and immediately returned to service

As soon as the Dispatcher is notified of the need for a road call, he/she sends the nearest Road Supervisor to assist the Operator and passengers. Depending on the vehicle defect, time of day, or location, either the responding Mechanic or an Extraboard Operator will drive the replacement bus to the site of the road call. The Operator who called in the road call will continue the trip as soon as possible, avoiding any further customer delay.

Quality Control Programs

To ensure high-quality and cost-effective service we have a clear philosophy – continuous improvement. We are constantly trying to improve levels of performance in operations, customer service, vehicle cleanliness, personnel

appearance, and safety. RATP Dev tailored a set of Standard Operating Procedures (SOPs) for SunTran and embedded them into your daily operations. By adhering to our SOPs, unfavorable trends and challenges can be prevented or quickly addressed.

Our corporate personnel rely on the SOPs to conduct regular performance reviews. This includes changes, improvements and/or potential implementation of new technological advancements. Our approach includes:

1. Daily supervision and inspection
2. Regular reporting to client
3. Quarterly on-site visits by Corporate Executives
4. On-site audits by corporate staff

Mr. Steve Sherrer, Senior Vice President – Operations, will implement and adhere to our quality assurance program and procedures to ensure all stated performance standards are met. All performance specifications outlined in the RFP will be strictly followed to provide the highest level of service possible. We intend to meet or exceed your performance standard expectations every day.

RATP Dev is proactive, which guarantees reliable services are provided, service interruptions are prevented or minimized, and Operators are appropriately supported in the provision of their duties. Our goal is three-fold: on-time performance, safe operation, and exemplary customer service. To ensure Operators are providing the highest level of service, Supervisors will identify and record the following Operator behaviors, and provide training if necessary:

- Operating vehicles in a timely manner
- Exhibiting safe driving patterns and observing traffic laws
- Using proper driving protocol
- Practicing safe driving habits (driving with a seat belt, proper interaction with passengers, proper radio communication)
- Accepting and checking for proper fare from customers
- Adherence to the mandatory uniform/appearance policies
- Treating customers with courtesy and respect
- Adherence to ADA and established customer service policies

Training Program

RATP Dev is committed to a robust training program. We ensure our employees have the skills they need to maintain all required licenses and certifications, and teach them the skills they need to provide the highest quality customer service. A general company orientation will introduce them to our policies and procedures.

Our course for new Operators involves a detailed examination of the rules, policies, and safety procedures for the safe operation of SunTran services. This course emphasizes the skills needed to assist customers, know their routes, adhere to schedules, and drive defensively. With RATP Dev training, all Vehicle Operators will be successful. All Operators will be expected to:

- Work cooperatively with personnel, vendors, and the public. Discuss concerns about any aspect of employment with their assigned Operations Supervisor
- Accept responsibility for all work, including errors, without blaming others
- Give feedback to help create a positive work climate and build relationships with team

At least eight hours of the Operator classroom training is devoted to sensitivity training with specific emphasis on elderly and ADA eligible passengers. Training ensures each Operator understands all ADA laws and passenger rights.

To ensure successful SunTran operations, we will train new employees to uphold the high standards of RATP Dev.

New Employee Class Plans

Participants	Length	Course Content	
		Classroom (40 hrs.)	Behind the Wheel (80 hrs.)
Operator	120 Hours	<ul style="list-style-type: none"> • Sensitivity Training serving people with disabilities • Fares and fare box procedures • ADA regulations and proper wheelchair securement • Florida and local traffic rules and regulations • Employee rule book provisions and uniform requirements • Collision prevention, defensive driving and the concept of preventable accidents • Dealing effectively with customers • Emergency and accidents handling procedures • Policies and requirements for completed trips, on-time performance, and service performance penalties • First Aid 	<ul style="list-style-type: none"> • Pre-trip inspection and defect reporting • Bus maneuvers, including acceleration, deceleration, and turning • Operation of all controls, lights, and gauges • Location and use of safety equipment • Clearances and curbside stops • Application of defensive driving techniques • Wheelchair lifts and other accessibility devices and securements • Revenue Service Operation with Veteran Operator • Radio communication procedures
Road Supervisor/ Dispatcher	40 Hours	<ul style="list-style-type: none"> • Operator management, counseling, and motivation • Policy compliance and administration of proper discipline • Proper Onboard Technology and Farebox usage, and troubleshooting 	<ul style="list-style-type: none"> • Accident/incident response and investigation procedures • Proper reporting and documentation • Radio Console usage • Schedule compliance



Participants	Length	Course Content	
		Classroom (40 hrs.)	Behind the Wheel (80 hrs.)
Mechanic*	40 Hours	<ul style="list-style-type: none"> • RATP Dev Maintenance Policies and Procedures • Original Equipment Manufacturers Training on the different vehicles and components in the fleet • Preventative Maintenance Program • Vehicle safety and repair responsibilities 	<ul style="list-style-type: none"> • Proper use of equipment and facilities • Proper reporting and documentation requirements • Proper fueling facility usage
Service Worker*	40 Hours	<ul style="list-style-type: none"> • RATP Dev Maintenance Policies and Procedures • Familiarity with the different vehicles and components in the fleet • Daily cleaning/maintenance procedures 	<ul style="list-style-type: none"> • Proper use of equipment and facilities • Proper fueling facility usage

* The 40 hours doesn't include training on actual vehicle operation. If the new hire does not have already their Florida Commercial Operator's License (CDL), they will participate in a modified version of the new-hire Operator training.

Refresher Training

To ensure operations run smoothly, RATP Dev enforces a strict refresher training process. All personnel will receive at least eight hours of refresher training annually. The refresher training is tailored to specific job classifications and designed to address system or performance needs at the time it is administered. It includes criteria for determining the success of the initial training program, as well as previous refresher training efforts. Customer and accident/incident reports are reviewed to determine if employees are using the techniques they were taught. Our local management will closely monitor this training.

The refresher training for Supervisors will include any changes to the CBA, reminders of SunTran and ADA policies and procedures, accident response/investigation techniques, sensitivity training, and employee/passenger relations skills.

All maintenance employees will receive at least eight hours of training annually. The refresher training will be tailored to the employee's specific job classification. It includes a review of repair times, proper equipment/tool usage, and correct safety procedures. The training will also address improving efficiencies in maintenance checks and repairs, and any new information from the manufacturer(s). All refresher training will include proper fueling and facility use and safety reminders.

Driver Assignments

Every six months the Operators participate a sign-up (called a run-cut) which allows them to bid on different pieces of

work. The sign-up is based on seniority. These pieces of work are broken up by day and "block" (6 Blocks = 6 Routes). All Operators on blocks 1-4 will serve all 4 quadrants of Ocala (NE, SE, SW, NW) every two hours and twenty minutes. Blocks 5 and 6 are independent routes. Operators will know all the routes before being released from training. This system provides continuity and ensures that Operators are knowledgeable of the bus system.

Vehicle Cleaning

At the end of each day, each service vehicle returned to the SunTran Yard is cleaned in the following manner:

- All trash/personal items are removed from the vehicle.
- All tight and hard to reach spots on the floor are swept and the entire vehicle is vacuumed out including the seats.
- All hand rails and walls are wiped down with a rag and cleaning solution.
- Interior side windows and windshield are cleaned.
- All floors are washed with an approved environmentally friendly cleaning solution. (Fixed route)
- All graffiti is removed as well as gum, sticker etc.
- The exterior is cleaned using a self-propelled vertical bus wash which uses a spinning brush and soap to remove dirt and debris.
- Once a month each vehicle is "Super Cleaned" which includes everything above and a complete detailing inside and out.

There are no extra service vehicles needed.

F. Achievements

Due to our many accomplishments, RATP Dev has been recognized repeatedly at the state, regional and national level:

- Named Best Transit Operations of their size in North America, including Athens, GA; Lubbock, TX; Daytona Beach, FL; Boise, ID; Abilene, TX; Grand River, OH; and Bloomington, IN by the American Public Transportation Association (APTA)
- APTA Minority and Woman Advancement award for the Fort Worth, TX transit system
- 25 awards for safety, including APTA's top safety honor, the Elizabeth H. Dole Silver Award
- Top finishers in multiple state and national maintenance Roadeo competitions, including 3rd place in APTA's 2015 Bus and Paratransit Conference and Roadeo and 3rd place in Texas Transit Association's 2017 Roadeo.
- Texas Transit Association (TTA) honored our Midland-Odessa, TX General Manager with the Outstanding Public Transportation Resident Manager Award for 2016
- SunTran has received the following Safety Awards from the Florida Public Transportation Association:
 - First Place Safety Awards in 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2010, and 2011
 - Second Place Safety Awards in 2009 and 2012

Innovation Through



RATP Dev is proud to sponsor the Innov&Go Challenge. Through Innov&Go, our clients share the great ideas, innovations, and best practices they've developed while working in the field. Many of their suggestions have been adopted by other RATP Dev systems and are in use today! The results are published in the Innov&Go Annual Report. Here are a few examples:

- In Austin, TX, RATP Dev implemented a more efficient and inexpensive accident investigation and reporting process using computer-aided dispatch technologies and Google Maps. The team developed an e-form which auto-populates relevant, shareable information on-scene using wi-fi tablets. This ensures the accuracy and integrity of accident reports.
- In Fort Worth, TX, RATP Dev took a retired fleet bus and created a Mobile Public Outreach Space. This uniquely

branded/wrapped transit bus includes television screens that display presentation slides and FFTA promotional videos, as well as computer terminals where visitors can complete ridership surveys online, providing information to improve system planning, route design, and scheduling. Riders can also sign up for customer services such as mobile ticketing. With the Mobile Public Outreach Space, we are reaching a broader cross-section of the community, including those who don't use public transit. The HR department also uses this mobile outreach office to attract job candidates who can apply for employment on the spot.

- In Charlotte, NC, RATP Dev sponsors two apprentice/mentorship programs for high school students who are considering transit careers. In partnership with the City, we established a pre-apprentice program to introduce vehicle maintenance careers to young adults using work-based learning, hands-on training, and a variety of industry-specific classes. Upon completion of the pre-apprenticeship, students can apply for a CO-OP program at Central Piedmont Community College and earn college credit. If we were to establish a similar program in Waco, it would deliver a stream of quality candidates to WTS.

In the 2013, RATP Dev and the Ocala/Marion County Transportation Planning Organization worked together to complete engine and transmission rebuilds and upgrade the technology on the entire SunTran fleet. The engine and transmission rebuild project was completed as part of the Capital Improvement Plan, which also included the refurbishment of all seating areas in the fleet. The technology upgrades included:

- Installing Wi-Fi service on all buses
- Upgrading on board surveillance with Apollo Systems cameras
- Installing Avail technologies GPS and passenger counters on all buses



G. Management and Operation Fees/ Financial Sustainability

RATP Dev USA is the new face of McDonald Transit Associates, Inc. RATP Dev has provided urban fixed route bus services in the United States since 1972 and been operating SunTran in Ocala since 1998. The 2016 audited financial statements are enclosed with our proposal. RATP Dev USA only uses Texas Capital Bank for banking purposes. Mr. Eddie R. Broussard, Senior Vice President, Texas Capital Bank, can attest to the financial stability of the firm. His contact information is:

Mr. Eddie Broussard

300 Throckmorton, Suite 200
Fort Worth, Texas 76102
(817) 852-4008

Neither RATP Dev nor any of its subsidiaries have ever filed for bankruptcy.

Monthly Management and Operations Fee

RATP Dev's Pricing Approach for the City of Ocala's Suntran Transit Management Services reflects a strategic approach to managing risks and keeping proper cost containment measures in place to arrive at sustainable contract rates. Our pricing assumption ensures a smooth transition without any service disruption.

Since most of the contract expense is related to labor provisions, we want to specifically reference our methodology to developing a sustainable staffing plan. Initially, RATP Dev takes the baseline data points given through the RFP for total service miles and service hours included within the scope

of service. RATP Dev then takes a thorough review of the scope of the operations to determine the specific economic conditions and work rule obligations for the employer. These additional non-productive hours, such as vacation, sick-leave, training, etc. are then added to the revenue hours to come up with a total service hour component that arrives at a total staffing count. Our experience has led us to utilize this methodology to develop our pricing proposals due to the accuracy it achieves in being able to predict accurate expenses and mitigate against the potential for contract modifications.

RATP Dev's Price Proposal per fixed revenue hour is inclusive of the monthly management and operations fee for each year of the initial three-year contract. Please refer to the attached Price Proposal for detailed price breakdown.

Experience

The responsive philosophy of RATP Dev contributes to long-lasting client partnerships; our very first client, the Fort Worth Transportation Authority (FWTA), has relied on us since 1972. In addition to our long-term relationship with FWTA, RATP Dev has offered long-term, continuous service to the following clients:

- Volusia County, Florida – 42 years
- City of Waco, Texas – 41 years
- City of Lubbock, Texas – 34 years
- Bloomington, IN – 26 years
- Ocala, FL – 19 years

H. Price Proposal

The required Cost Proposal Forms are enclosed.

I. Summary of Litigation

RATP Dev has never had a situation in which the Company, an executive or manager was debarred, disqualified, or removed from a federal, state, or local government public transportation project. The company does not have any bankruptcy, pending litigation, or planned office closures that will impede the ability to complete the project. RATP Dev has never been involved in litigation against a client in the United States.

There are more than 2,000 transit vehicles under our stewardship in North America, operating over 70 million annual revenue miles. Few accidents each year lead to litigation. None of these led to uninsured material losses which impacted the financial condition of the firm.

J. Insurance

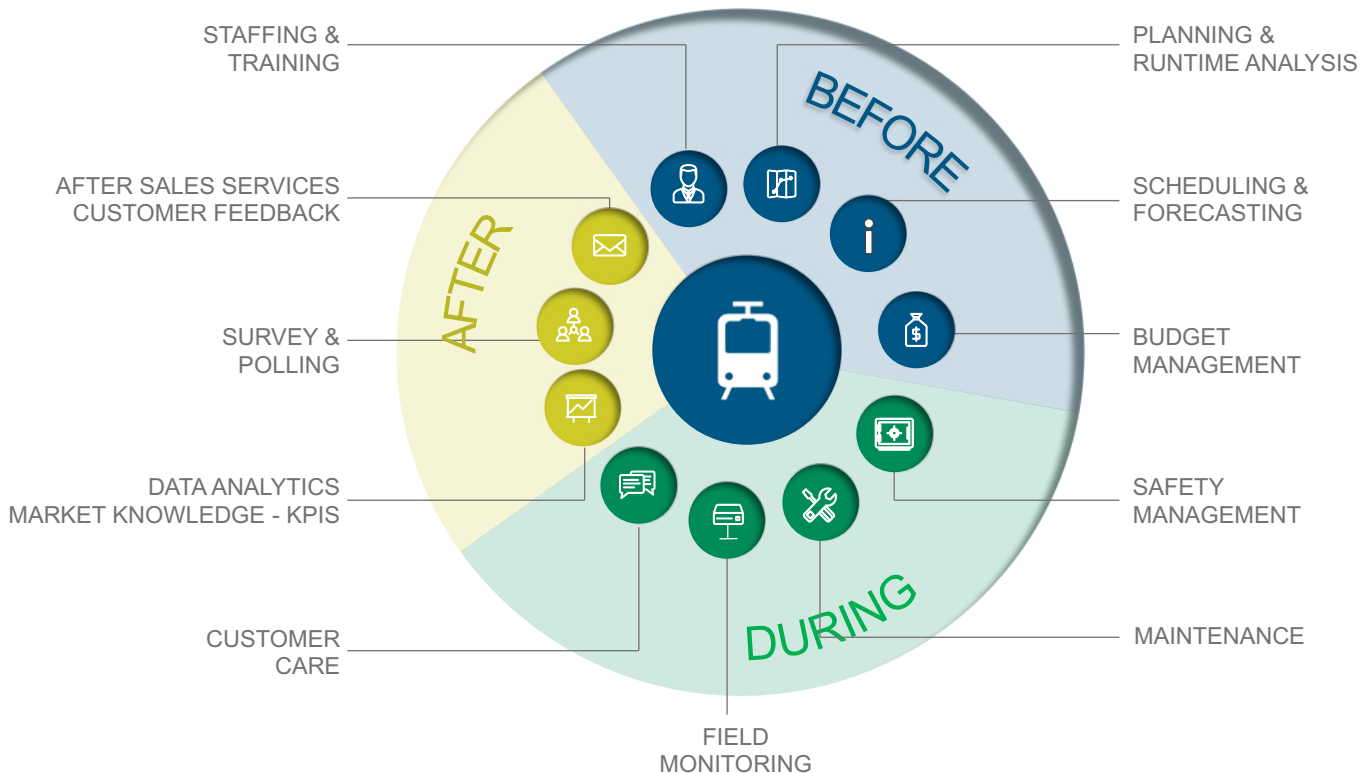
Proof of insurance and the submitted Exhibit B- Price Proposal do not count towards the maximum number of pages.

Additional Information

Local Technology Improvements

The methodologies behind RATP Dev’s pillars of success are constantly enhanced as innovations continue to change the transit industry. Through the use of technology, integrated mobility can be achieved; riders can seamlessly move throughout your service communities through a web of transit options – bus, on-demand rides, bike share, etc. - while accessing amenities along the way and providing feedback to improve their day-to-day experience. The wheel below depicts our technology and innovation portfolio roadmap. These capabilities are achieved through RATP Dev’s data analytics platforms and RATP Dev home-grown technology tools. As technology evolves, so does RATP Dev’s technology portfolio, remaining at the forefront of the industry to service Fixed Route systems.

RATP Dev sees the future of transit as being one intersected system. By providing the opportunity to move from one mode of transit to the next, reaching any destination is possible for any passenger, at any time. In reviewing the current use of technology, RATP Dev is excited to see the recent technological improvements SunTran has implemented, such as Avail Technologies, Wi-Fi onboard the buses, and vehicle tracking through Apollo and Geotab. It is evident that SunTran and the City of Ocala are approaching the transit network with an innovative mindset. Below, you will read RATP Dev’s technical optimizations available to SunTran, that complement the technology previously implemented.



While Avail is focused specifically on GPS location and tracking passenger capacity, RATP Dev’s Insights® analyzes on-time performance per route, per direction, per trip and stop, and per time of the day with historical data showing recurrent delays and their level of severity.

Insights® can identify runtime reliability and inadequate layover time on routes. It displays when a route is consistently running late beyond the scheduled arrival and beyond the scheduled next departure, and when a route runs consistently on time. Insights® uses very detailed

data sets to analyze specific metrics, to enable better decision making regarding fleet optimization.

RATP Dev's passenger wait time management capabilities can predict next arrival APIs produced by Avail's GPS capabilities to visually display real-time next arrivals in a simple mobile application. Once fed with real-time data, the dedicated application is custom-made to read any timetable at all stops, on all routes, and at any time of the day.

1. Open the mobile application of any phone or tablet with access to WiFi or a data plan;
2. Tap on the screen to scan the paper or PDF timetable at home, on your computer, or at the stop; or scan the stop number;
3. The next two arrivals are then displayed in real time in augmented reality. The scanner recognizes the stop identification, bus route, and direction, and displays the information right on the customer's device. This removes the need for LED signage and the associated expense of maintaining hardware and buying replacement parts.

Made available on both IOS and Android stores, the mobile application can be customized with Ocala's designs and logo, include a live Twitter feed or Facebook feed, show a bus stop newsfeed displaying events or a situational map, and include links to planned route deviations and timetables changes – at no additional charge. After initial setup, the interface is managed and maintained by our teams. Therefore, there are no additional costly services. Customers receive real-time communications at only 1/10th the cost of a classic journey planning application or stop signage and display screens.

Lastly, unified fare collection is an easy way to provide your passengers options for purchasing the services they require. Multiplicity and complexity of fares and subscription periods (e.g., single, daily, and monthly) can be overwhelming to potential bus passengers and keep them from taking public transit. With you WiFi onboard buses, passengers have the option to book their next trip while on their current trip.

RATP Dev can make fare payment easier with Token Transit®, the unique free mobile application for passengers to pre-pay for tickets.

To use, passengers simply:

1. Open the free mobile application on any phone or tablet with access to Wi-Fi or data.
2. Enter credit card information on the secured and safe platform.

3. Pick the VVTA network and select their rider type and fare type, and pay.
4. Select and stock their purchased tickets for immediate or later use.

In summary, RATP Dev is excited to bring our technology portfolio to Ocala. Our goal is to optimize and increase the efficiency of an already well-run, strong fixed route bus network. As technology and the industry evolves, RATP Dev is investing in innovative concepts and technology to provide our agencies with the support and tools necessary to increase ridership, communicate with the public, and impact everyday lives through transit. While the following optimizations are recommended, our technology scope is vast, and we will partner with Ocala to discuss available options and further customize the technology approach.

Value Added Marketing

RATP Dev is excited to partner with the City of Ocala on marketing activities aimed to increase awareness of SunTran, thus leading to increased ridership. We have experience within the US and Europe in planning and executing marketing activities for transit agencies. When approaching marketing activities, RATP Dev will group the activities in the following ways: Promote, Attract, Retain.

RATP Dev is committed to working with SunTran to increase ridership through the implementation of the options listed below, but are not limited to the following:

1. Promote

Promotional activities aim to induce curiosity about the transit system. We can start with simple, free platforms, such as social media: Facebook, LinkedIn, and Twitter. By utilizing RATP Dev's social network as well as your own, your views and interaction levels can increase. As we gauge and address the success of social we can explore additional digital options, for example, earned media. RATP Dev strives to earn media placements, as well as having owned and paid media. Paid promotional activities could also include co-branding materials such as posters, flyers, or postcards as a form of physical and direct mail marketing. All promotional activities would be targeted to the local area surrounding the Ocala Suntran routes.



2. Attract

As interest grows in SunTran, we will convert prospects to customers. A successful approach that RATP Dev has launched in the past and can replicate for SunTran is a first-time pass program or trial period.

FIRST TIME PASS PROGRAM

As a natural first step, a first-time user pass is an excellent step in converting prospects into paying customers. Individuals that have recently moved into the service area or are trying public transit for the first time can be eligible for a discounted or even free monthly or weekly pass. This program introduces public transit services and has excellent potential to increase ridership on the local service.

TRIAL/TRAINING PERIODS

Another type of program targets those who have previously been intimidated to try public transportation for one reason or another – senior citizens, young adults, or passengers with disabilities. It includes one-on-one training, along with a guided “tour” that provides individuals who are not familiar with the service an opportunity to learn exactly how it works without intimidation/nerves, getting lost in the route map and schedule, as well as dispel any other fears about using public transportation. After the one-on-one training, the “tour guide” takes the group on a real transit trip and shows them how to pay the fare, request a stop, and ultimately, enjoy their trip. A similar program where the entire day is devoted to a “Free Transit Day” is detailed in the Retain section below.

3. Retain

Retaining customers and obtaining new ones is extremely important. In an industry that is always changing and has many substitutes – taxis, rideshare, biking, walking, etc. it is essential to show our passengers that they are valued and appreciated.

One way to give back to the riding public is a “Free Ride” day, where all public transportation is free for one day. Leading up to the Free Ride day, promotions are communicated through various channels – social/digital marketing, physical marketing, etc. This type of program is typically run during a period of change – for example, if there is a new route, or changing route, as a way of saying thank you to customers for their constant ridership and patience.

INCREASE CUSTOMER KNOWLEDGE, NURTURE THE RELATIONSHIP:

It is crucial to educate passengers and use that information to nurture the relationship that has been built over their time using public transportation. This will be done through capturing user data, enriching user data through a permanent requalification process and maximizing the knowledge on each user’s journey by using behavioral data.

Depending on the maturity of the database, we will progressively implement the following actions:

- Proposing a loyalty system through a business transaction approach (i.e., card Club Tram);
- Competitions and games for all users (i.e. a “winning ticket” operation for single ticket users (if agreed upon by SunTran)
- An email reminder and alert system can be set up to encourage the renewal of monthly/weekly passes.

In summary, before any marketing activity is conducted, it is important to understand the current satisfaction level of passengers. RATP Dev will work with SunTran to understand past marketing activities and their correlating success metrics, including any customer feedback. Any relevant details will be included in future marketing activities. Once we have completed the assessment of previous marketing efforts, we will begin implementing our marketing, advertising, and public outreach plans.

Appendices

EEO Program Plan	i
2016 Financial Statements	vii
Proof of Insurance.....	xxv
Exhibit B- Price Proposal Forms.....	xxvi



STATEMENT OF POLICY EQUAL EMPLOYMENT OPPORTUNITY

RATP Dev USA/McDonald Transit Associates, Inc.

STATEMENT OF POLICY EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity laws prevent employers and their contractors from implementing discriminatory employment practices. These laws ensure all qualified persons are entitled to equal employment opportunities based on merit. Discrimination against employees or applicants because of race, religion, gender, national origin, disability, medical condition, age marital status, sexual orientation, or veteran status is strictly prohibited.

McDonald Transit Associates, Inc. (RATP Dev USA) is committed to and complies with these laws. Non-discrimination is emphasized and prevails throughout every aspect of the employment relationship, including recruitment, hiring, promotion, examination, training, performance evaluation, transfer, compensation and benefits, discipline, layoff, recall and termination. All personnel actions are administered in accordance with the EEO laws.

RATP Dev USA is further committed to taking affirmative action in order to encourage minorities and women to apply for employment and advancement within the company. It is a goal of McDonald Transit to achieve an employee population representative of the locally available workforce. Successful achievement of this policy will allow McDonald Transit to reap the benefits of a diverse workforce.

RATP Dev USA requires each employee to conduct him/herself in support of this policy to ensure the working environment is free from intimidation, harassment, and all other discriminatory actions. In addition, RATP Dev USA management and administration will continue to encourage and implement employment practices based on fair and equitable job-related criteria. Reasonable accommodations for persons with disability, religious conviction, or belief will be pursued when such accommodation would enable an otherwise qualified individual to perform the essential functions of a position. The President of RATP Dev USA will conduct policy oversight.

An applicant or employee who feels his/her rights under this policy have been violated may file a complaint by contacting the President of RATP Dev USA. Employees and applicants may file a complaint alleging discrimination or participate in an investigation without fear of retribution or other penalty. An immediate investigation will ensue and a response made within 15 working days.



At any time, either party may pursue additional action by contacting the following external resource designed to protect Human Rights:

EEO Commission
Dallas District Office
207 S. Houston Street, 3rd Floor
Dallas, Texas 75202-4726
Phone: (214) 655-3355
TTY: (214) 655-3363

DISSEMINATION

This policy will be disbursed internally to ensure all employees are aware of their rights and responsibilities. Copies may be obtained upon request from the President of RATP Dev USA. The policy statement will be included within the employee handbook and will also be posted in areas highly frequented by applicant and employees.

All new employees will receive a policy overview during the orientation training and the policy will be reviewed again during annual refresher training for existing employees. Management and administration will discuss the policy, their responsibilities for implementation, and any recommended changes in execution during selected staff meetings.

The policy will be disseminated externally through regular recruitment sources. All advertisements for personnel will include a statement that RATP Dev USA is an “EEO Employer.” External recruiting services will be kept informed of this policy. Only those sources that refer individuals on a non-discriminatory basis will be used. RATP Dev USA will pursue recruiting sources by contacting organizations, educational institutions, or other groups who have special contacts with minority and women groups.

DESIGNATION OF PERSONNEL

RATP Dev USA requires each employee to conduct him/herself in support of this policy to ensure the working environment is free from intimidation, harassment, and all other discriminatory actions. In addition, RATP Dev USA management and administration will continue to implement employment practices based on fair and equitable job-related criteria. Reasonable accommodations for persons with disability, religious conviction, or belief will be pursued when such accommodation would enable an otherwise qualified individual to perform the essential functions of

a position. The president of RATP Dev USA has been appointed the EEO Coordinator. Some of the responsibilities of this appointment include:

- developing and recommending an EEO policy, a written program, and internal and external communication procedures;
- assisting management in the collection and analysis of employment data, the definition of annual goals, and the design of programs to obtain goals;
- developing materials that allow for internal audit of program effectiveness, progress, and need for improvement;
- periodically providing progress reports;
- acting as liaison with community groups;
- assisting in recruiting efforts and working to establish outreach sources;
- disseminating legal information affecting equal employment and affirmative action to management and employees; and
- processing employment discrimination complaints and other related issues.

Management and administration have the following responsibilities which affect the success of the EEO program:

- assisting in the establishment of company goals;
- participating in audits of all aspects of employment in order to ensure compliance with the policy, identify problem areas and to remove any barriers to the achievement of set goals;
- participating in scheduled discussions with management to assure this policy is implemented correctly;
- reviewing qualifications of all applicants and employees to assure qualified individuals are given opportunities for advancement;
- participating in the investigation of employment discrimination complaints; and
- participating in community groups designed to promote EEO and conducting career counseling for interested employees.

UTILIZATION ANALYSIS

In an effort to establish a framework for affirmative action goals and opportunities, RATP Dev USA will conduct an annual work force and availability analysis illustrating the company's utilization of the available labor force, specifically minority and women populations. The analysis will include a statistical breakdown and report for each department, job category, and job title according to placement of minority and women populations. The report will also include job descriptions; pay rates; and an organizational chart to show department progression.

Information gathered will be compared to local and regional labor force occupational data in order to determine if particular minority and women groups are being underutilized and if affirmative action goals should be altered. Specific goals will be set to correct any underutilization of available labor force minority and women groups.

GOALS AND TIMETABLES

RATP Dev USA management and administration will set short-and long-termed goals to ensure minorities and women are represented in RATP Dev USA workforce at least to the extent those groups are represented in the local labor force. Specific goals will implemented to correct any identified underutilization of a minority or women's group. All goals will be included within a timetable providing realistic opportunity to achieve goals and correct deficiencies. If unable to meet such goals, RATP Dev USA will provide explanation in the annual report and will review existing procedures to determine if changes could be implemented to realize set goals.

Goals will be monitored and reports will be made annually. The EEO Coordinator, along with management, will analyze employment practices, revise goals, and amend the timetables as necessary.

ASSESSMENT OF EMPLOYMENT PRACTICES

RATP Dev USA policies and procedures have been developed in an effort to provide all applicants and employees equal employment opportunities based on merit. RATP Dev USA does not intentionally implement discriminatory employment practices that may contribute to underutilization of minority and women groups. However, management does recognize the need to periodically review policies and procedures to ensure practices are not discriminatory. The EEO Coordinator maintains documentation on applications, new hires, promotions, disciplinary actions, and terminations that occur each calendar year in an effort to gauge the impact of employment practices on race, gender, and national origin. If discriminatory practices are identified, remedial action will be undertaken immediately under the guidance of management and the EEO Coordinator.

MONITORING AND REPORTING SYSTEM

The President of RATP Dev USA will develop an internal monitoring and reporting system which is capable of tracking EEO accomplishments and providing a factual database for evaluation of the program and determination of future projections. This information will be requested from all applicants and employees; however, submissions of information are voluntary. Persons shall not suffer adverse treatment for choosing not to submit this information. Information obtained shall be kept confidential and used only for legitimate purposes in complying with the anti-discrimination acts.

Management will act in an advisory capacity and contact will be maintained with other external sources designed to promote EEO in order to monitor the effectiveness of the program. The EEO Coordinator, along with management, will analyze employment practices, revise goals, and amend the timetables as necessary. Goals will be monitored and reports will be made annually. Any actions taken to alter the direction of the program will be recorded with supporting documentation.

References: Title VI and VII of the Civil Rights Act of 1964, as amended
Age Discrimination in Employment Act of 1967
The Equal Pay Act of 1963
The Executive Order 11246
Section 504 of the Rehabilitation Act of 1973
Americans with Disabilities Act
Vietnam Era Veteran's Re-Adjustment Assistance Act of 1974
Urban Mass Tran



McDonald Transit Associates, Inc.

Consolidated Financial Report

December 31, 2016

CONTENTS

	Page
Independent Auditor's Report	1
Consolidated Financial Statements	
Consolidated Balance Sheets	3
Consolidated Statements of Income	5
Consolidated Statements of Stockholders' Equity	6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	9



Independent Auditor's Report

To the Board of Directors
McDonald Transit Associates, Inc.

We have audited the accompanying consolidated financial statements of McDonald Transit Associates, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2016 and 2015, and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
McDonald Transit Associates, Inc.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of McDonald Transit Associates, Inc. and its subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
August 31, 2017



McDonald Transit Associates, Inc.
Consolidated Balance Sheets
December 31, 2016 And 2015

	DECEMBER 31, 2016	DECEMBER 31, 2015
ASSETS		
CURRENT ASSETS		
Cash in bank	\$ 643,419	\$ 416,725
Accounts receivable - trade	14,850,061	15,071,357
Accounts receivable - other	831,172	1,020,862
Income taxes receivable	-	829,673
Inventory	2,678,394	2,997,097
Prepaid expenses	1,063,754	836,787
Deferred tax asset	1,486,707	1,198,022
Total current assets	21,553,507	22,370,523
PROPERTY AND EQUIPMENT, AT COST		
Buses	5,584,823	6,111,357
Leasehold improvements	176,043	198,451
Shop equipment	237,648	301,498
Office furniture	57,704	78,931
Office equipment	397,208	570,691
Automobiles	802,734	910,254
Radios	98,810	161,658
	7,354,970	8,332,840
Less accumulated depreciation	4,313,174	4,622,352
Total property and equipment, net	3,041,796	3,710,488
OTHER ASSETS		
Other receivables	9,964	58,834
Intangible assets	94,500	113,400
Investments in equity affiliates	911,086	416,422
Deposits	46,751	94,604
Total other assets	1,062,301	683,260
TOTAL ASSETS	\$ 25,657,604	\$ 26,764,271

The Notes to Consolidated Financial Statements are an integral part of these statements.

	DECEMBER 31, 2016	DECEMBER 31, 2015
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable - trade	\$ 1,819,031	\$ 2,321,603
Accrued liabilities		
Salaries and bonus	1,082,016	1,084,556
Other liabilities	9,905,714	8,298,041
Income taxes payable	563,375	-
Line of credit	-	3,000,000
Current portion of long-term debt	266,640	308,860
Total current liabilities	13,636,776	15,013,060
LONG-TERM LIABILITIES		
Long-term debt, less current portion	393,584	518,329
Deferred tax liability	877,365	1,026,934
Total long-term liabilities	1,270,949	1,545,263
Total liabilities	14,907,725	16,558,323
STOCKHOLDERS' EQUITY		
Common stock, \$.001 par value per share		
100,000,000 shares authorized; 20,269,851 shares issued		
and 18,433,803 and 18,601,228 outstanding at		
December 31, 2016 and December 31, 2015, respectively	20,270	20,270
Additional paid in capital	6,357,393	6,353,393
Retained earnings	5,512,139	4,803,802
	11,889,802	11,177,465
Treasury stock at cost (1,836,048 and 1,668,623 shares at		
December 31, 2016 and December 31, 2015, respectively)	(1,139,923)	(971,517)
Total stockholders' equity	10,749,879	10,205,948
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 25,657,604	\$ 26,764,271



McDonald Transit Associates, Inc.
 Consolidated Statements of Income
 Years Ended December 31, 2016 And 2015

	<u>DECEMBER 31,</u> <u>2016</u>	<u>DECEMBER 31,</u> <u>2015</u>
REVENUES	\$ 104,591,942	\$ 101,103,625
COST OF REVENUES	<u>99,372,164</u>	<u>96,612,335</u>
Gross profit	5,219,778	4,491,290
OPERATING EXPENSES		
Promotion and proposals	1,796,908	1,501,072
General and administrative	<u>2,034,838</u>	<u>1,597,304</u>
Total operating expenses	<u>3,831,746</u>	<u>3,098,376</u>
Operating income	1,388,032	1,392,914
OTHER INCOME (EXPENSE)		
Interest income	896	156
Interest expense	(132,021)	(155,077)
Equity in net income of affiliates	494,664	322,783
Gain (loss) on disposal of assets	<u>(270,991)</u>	<u>224</u>
Total other income (expense)	<u>92,548</u>	<u>168,086</u>
NET INCOME BEFORE INCOME TAX EXPENSE	1,480,580	1,561,000
INCOME TAX EXPENSE	<u>(586,456)</u>	<u>(732,485)</u>
NET INCOME	<u>\$ 894,124</u>	<u>\$ 828,515</u>

The Notes to Consolidated Financial Statements are an integral part of these statements.

McDonald Transit Associates, Inc.

Consolidated Statements of Stockholders' Equity
 Years Ended December 31, 2016 and 2015

	Common Stock		Additional Paid in Capital	Retained Earnings	Treasury Stock	Total
	Shares	Amount				
Balance, December 31, 2014	20,269,851	\$ 20,270	\$ 6,353,393	\$ 4,347,408	\$ (837,647)	\$ 9,883,424
Dividends	-	-	-	(372,121)	-	(372,121)
Purchase of treasury stock	-	-	-	-	(133,870)	(133,870)
Net income	-	-	-	828,515	-	828,515
Balance, December 31, 2015	20,269,851	20,270	6,353,393	4,803,802	(971,517)	10,205,948
Dividends	-	-	-	(185,787)	-	(185,787)
Capital contribution	-	-	4,000	-	-	4,000
Purchase of treasury stock	-	-	-	-	(168,416)	(168,416)
Issuance of common stock	-	-	-	-	10	10
Net income	-	-	-	894,124	-	894,124
Balance, December 31, 2016	<u>20,269,851</u>	<u>\$ 20,270</u>	<u>\$ 6,357,393</u>	<u>\$ 5,512,139</u>	<u>\$ (1,139,923)</u>	<u>\$ 10,749,879</u>

The Notes to Consolidated Financial Statements
 are an integral part of these statements.



McDonald Transit Associates, Inc.
 Consolidated Statements of Cash Flows
 Years Ended December 31, 2016 And 2015

	DECEMBER 31, 2016	DECEMBER 31, 2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 894,124	\$ 828,515
Adjustment to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	693,467	739,317
Undistributed earnings from investments in equity affiliates	(494,664)	(322,783)
Deferred income taxes	(438,254)	(20,372)
Loss (gain) on sale of assets	270,991	(224)
Changes in assets and liabilities		
Receivables	459,856	(1,635,570)
Inventory	318,703	(63,560)
Prepaid expenses	(226,967)	(293,609)
Deposits	47,853	34,870
Accounts payable and accrued liabilities	1,102,561	2,857,762
Deferred income	-	(402,157)
Income taxes	1,393,048	(1,187,625)
	4,020,718	534,564
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(112,005)	(530,321)
Proceeds from sale of assets	8,890	37,055
	(103,115)	(493,266)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of common stock	10	-
Proceeds from capital contributions	4,000	-
Purchase of treasury stock	(168,416)	(133,870)
Dividends paid	(185,787)	(372,121)
Net borrowings (payments) on line of credit	(3,000,000)	1,000,000
Payments on long-term debt	(340,716)	(355,322)
	(3,690,909)	138,687
Net change in cash	226,694	179,985
CASH, beginning of year	416,725	236,740
CASH, end of year	\$ 643,419	\$ 416,725

The Notes to Consolidated Financial Statements are an integral part of these statements.

McDonald Transit Associates, Inc.
Consolidated Statements of Cash Flows – Continued
Years Ended December 31, 2016 And 2015

	<u>DECEMBER 31,</u> <u>2016</u>	<u>DECEMBER 31,</u> <u>2015</u>
SUPPLEMENTAL CASH FLOW DISCLOSURES		
Cash paid during the period for		
Interest	\$ 132,021	\$ 155,077
Income taxes, net of refunds	(368,338)	1,940,482
NONCASH INVESTING AND FINANCING ACTIVITIES		
Equipment financed	\$ 173,751	\$ 171,531

The Notes to Consolidated Financial Statements
are an integral part of these statements.



McDonald Transit Associates, Inc.

Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies

Nature of Operations

McDonald Transit Associates, Inc. and its subsidiaries (collectively, the Company) provide management contract services to various municipalities and other governmental entities located throughout the United States. These contracted services include consulting and providing the management of transit systems and, in some cases, the operation of these systems. The financial positions and results of operations of the subsidiaries have been consolidated into these statements. All significant intercompany transactions and balances have been eliminated in consolidation.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all temporary cash investments purchased with an initial maturity of three months or less to be cash equivalents.

Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Major customers are defined as those comprising more than 10% of the Company's revenues or accounts receivable for the reporting period. For the year ended December 31, 2016, the Company received approximately 79% of its revenues from one customer and approximately 68% of accounts receivable at December 31, 2016 was due from the same customer. For year ended December 31, 2015, the Company received approximately 68% of its revenues from one customer and approximately 74% of accounts receivable at December 31, 2015 was due from the same customer.

Accounts Receivable

The Company grants credit to all of its clients, which are located throughout the United States. Management determines the allowance for doubtful accounts based upon prior experience and its assessment of the collectability of specific accounts. At December 31, 2016 and 2015, accounts receivable are considered fully collectible by management; therefore, no allowance for doubtful accounts has been provided. When management determines that a receivable is uncollectible, the balance is removed from the receivables balance and is charged as an expense. Subsequent recoveries of amounts previously written off are credited directly to earnings.

Inventory

Inventory consists of purchased materials and is stated at the lower of cost (determined using the first-in-first-out basis) or market.

McDonald Transit Associates, Inc.

Notes to Consolidated Financial Statements

Property and Equipment

Depreciation of property and equipment is computed using accelerated and straight line methods over the estimated useful lives of the related assets. Expenditures for major renewals and betterments which extend the useful lives of equipment are capitalized. Maintenance and repairs are charged to expense as incurred. Upon the retirement or sale of equipment, the cost and accumulated depreciation applicable thereto are removed from the accounts and any resulting gain or loss is recognized in income. Estimated useful lives are as follows:

Buses	2 - 10 years
Leasehold improvements	5 - 50 years
Shop equipment	7 - 50 years
Office furniture	5 - 7 years
Office equipment	5 - 7 years
Automobiles	5 years
Radios	5 - 7 years

Depreciation expense was \$674,567 and \$720,417 for the years ended December 31, 2016 and 2015, respectively.

Intangible Assets

Intangible assets consist of customer relationships and a noncompete agreement, both of which are amortized over their estimated useful lives of 20 years using the straight line method. Amortization expense for each of the years ended December 31, 2016 and 2015 was \$18,900. Amortization expense is expected to be approximately \$18,900 for each of the succeeding five fiscal years.

Investments in Equity Affiliates

Investments in less than majority owned subsidiaries in which the Company has significant influence are accounted for under the equity method. Whether or not the Company exercises significant influence with respect to an investee depends on an evaluation of several factors including, among others, representation on the investee company's board of directors and ownership level, which is generally a 20% to 50% interest in the voting securities of the investee company.

Revenue Recognition

The Company recognizes revenue as services are provided.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$102,401 and \$141,893 for the years ended December 31, 2016 and 2015, respectively.



McDonald Transit Associates, Inc.

Notes to Consolidated Financial Statements

Income Taxes

The Company accounts for federal income taxes under an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's consolidated financial statements or tax returns. In estimating future tax consequences, all expected future events other than enactments of changes in the tax law or rates are considered. The Company provides a valuation allowance for the amount of the deferred tax assets not expected to be realized.

Accounting principles generally accepted in the United States of America (GAAP) require that the Company recognize the impact of a tax position that is more likely than not to be disallowed upon examination, including resolution of any appeals or litigation processes, based upon the technical merits of the position. Tax positions taken related to the Company's tax status and federal and state filing requirements have been reviewed, and management is of the opinion that they would more likely than not be sustained by examination. Accordingly, the Company has not recorded an income tax liability for uncertain tax benefits. As of December 31, 2016, the Company's tax years 2013 and thereafter remain subject to examination for federal tax purposes and 2012 and thereafter remain subject to examination for state tax purposes.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include useful lives of property and equipment, and accrued liabilities for compensated absences and the payment of claims within specified self-insured retention limits.

Reclassifications

Certain reclassifications have been made to the 2015 financial statements to conform to the 2016 financial statement presentation. Such reclassifications had no effect on stockholders' equity or net income.

Note 2. Investment in Subsidiaries

The Company has thirty-three subsidiaries. Fifteen of the subsidiaries (McDonald Transit, Inc., Volusia Transit Management, Inc., Waco Transit Systems, Inc., Bayshore Transit Management, Inc., Jackson Public Transportation, Inc., Lawton Transit Management, Inc., Texarkana Transit Management, Inc., Longview Transit Management, Inc., Abilene Transit Management, Inc., Midland-Odessa Transit Management, Inc., Transit Management of Charlotte, Inc., City Transit Management Company, Inc., Mobile Transit Management, Inc., Oxford Transit Management, and Lowell Transportation Management, Inc.) have no operating assets and are used only as imprest facilities to pay expenses and receive reimbursements from the clients. No income or expense is generated by the imprest facility related activities and accordingly, none is reflected on the books of McDonald Transit Associates, Inc.

The other eighteen subsidiaries (Transit Ways, Inc., Ocala-Marion Transit, Inc., Parks Transportation, Inc., Collier Transit Management, Inc., Georgia Regional Transit Management, Inc., Rocky Mountain Transit Management, Inc., Niles Transit Management, Inc., Valparaiso Transit Management, Inc., Athens Transit Management, Inc., Arlington Transit Management, Inc., Edmond Transit Management, Inc., Bryce Transit

McDonald Transit Associates, Inc.

Notes to Consolidated Financial Statements

Management, Inc., Buncombe County Transit Management, Inc., Hernando County Transit Management, Inc., Colorado Springs Transit Management, Inc., Travis Transit Management, Inc., Augusta Transit Management, Inc. and Clinton Transit Management, Inc.) are operating subsidiaries.

Note 3. Investments

The Company's investments in companies that are accounted for on the equity method of accounting consist of the following: (1) 20% interest in RATP Dev McDonald Transit, LLC; and (2) 20% interest in RATP Dev McDonald Transit – Tuscon, LLC. The operations of both of these entities are similar to those of the Company. The combined results of operations and financial position of the Company's equity basis investments are summarized below:

	2016	2015
Condensed income statement information		
Revenue	\$ 11,020,615	\$ 9,352,000
Expenses	8,632,043	7,682,835
Net income	\$ 2,388,572	\$ 1,669,165
Condensed balance sheet information		
Current assets	\$ 2,936,188	\$ 2,657,000
Noncurrent assets	2,400,075	1,369,500
Total assets	\$ 5,336,263	\$ 4,026,500
Current liabilities	\$ 968,269	\$ 2,119,390
Noncurrent liabilities	-	-
Equity	4,367,994	1,907,110
Total liabilities and equity	\$ 5,336,263	\$ 4,026,500

Note 4. Retirement Plan

The Company maintains a 401(k) Plan, which is available to all employees who have completed a specified period of employment. The Company may elect to match a percentage of the employee's elective deferred contribution or contribute based on compensation. The Company has elected to contribute 3% up to 4.3% of compensation for the years ended December 31, 2016 and 2015. The Company's contributions were \$1,646,054 and \$1,670,149 for the years ended December 31, 2016 and 2015, respectively.



McDonald Transit Associates, Inc.
Notes to Consolidated Financial Statements

Note 5. Employee Stock Ownership Plan

The Company entered into an agreement to establish an Employee Stock Ownership Plan (ESOP) in 2001. Employees of the Company and its participating subsidiaries are generally eligible to participate in the plan after age 21 and after completing one year of service.

The financing of the original acquisition of shares was through a loan agreement between the ESOP and the Company. Company contributions, plan forfeitures and Company dividends, if any, are allocated to each participant's account based upon the relation of the participant's compensation to total compensation for the year. The amount of contributions to be made by the Company is discretionary. As of December 31, 2016 and 2015, the plan held 3,061,692 and 3,216,527 shares of Company stock, respectively. Net plan expenses for the years ended December 31, 2016 and 2015 amounted to \$6,000 and \$27,278, respectively.

Note 6. Income Taxes

The estimated provision for income tax expense differs from the amount calculated by applying the statutory federal income tax rates to income before taxes due to expenses which are nondeductible for federal income tax purposes.

The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled.

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and liabilities are presented below:

	December 31, 2016	December 31, 2015
Deferred tax asset (liability)		
Inventory	\$ (23,008)	\$ (23,124)
Property and equipment, principally due to timing differences in depreciation	(843,093)	(990,519)
Intangible assets	(34,272)	(36,414)
Accrued vacation	1,180,767	1,049,207
Other accrued liabilities	328,948	171,938
Net deferred tax asset	\$ 609,342	\$ 171,088

McDonald Transit Associates, Inc.
 Notes to Consolidated Financial Statements

The net deferred assets are classified on the balance sheet as follows:

	December 31, 2016	December 31, 2015
Current deferred tax asset	\$ 1,486,707	\$ 1,198,022
Long-term deferred tax liability	(877,365)	(1,026,934)
Total deferred taxes	\$ 609,342	\$ 171,088

Income tax expense consists of the following for the years ended December 31, 2016 and 2015:

	December 31, 2016	December 31, 2015
Federal - current	\$ 864,682	\$ 459,371
Federal - deferred	(438,254)	(20,372)
State - current	160,028	293,486
	\$ 586,456	\$ 732,485

As of December 31, 2016, the Company had no unused federal net operating losses available for carryover.

Note 7. Operating Leases

The Company rents equipment and office space under operating lease agreements. Total rent expense amounted to \$275,630 and \$309,878 for the years ended December 31, 2016 and 2015, respectively. Minimum future lease payments required under the various operating lease agreements in effect at December 31, 2016 are as follows:

Years ending December 31:		
2017	\$	184,458
2018		154,742
2019		42,283
2020		8,740
2021		4,370



McDonald Transit Associates, Inc.
Notes to Consolidated Financial Statements

Note 8. Long-Term Debt

Long-term debt consists of the following at December 31, 2016 and 2015:

	December 31, 2016	December 31, 2015
Note payable to a bank, payable at \$15,000 principal monthly plus interest at a rate of prime plus 0.25% (3.75% at December 31, 2016), maturing April 2019. Secured by liens on two transit buses.	\$ 420,000	\$ 600,000
Note payable to a bank, payable at \$3,000 principal monthly plus interest at the Wall Street Journal prime rate plus 0.25% (3.75% at December 31, 2016), maturing March 2017. Secured by lien on trolley shuttle bus.	9,000	45,000
Note payable to a bank, payable at \$3,574 principal monthly plus interest at the Wall Street Journal prime rate (3.50% at December 31, 2016), maturing January 2019. Secured by lien on trolley.	89,329	132,217
Note payable to a bank, payable at \$2,896 principal monthly plus interest of 3.50%, maturing January 2021. Secured by lien on trolley.	141,895	-
Note payable to a bank, payable at \$8,334 principal monthly plus interest at the Wall Street Journal prime rate plus 0.25%, retired.	-	49,972
	660,224	827,189
Less current portion	266,640	308,860
Long-term debt	\$ 393,584	\$ 518,329

Maturities of long-term debt are as follows:

2017	\$ 266,640
2018	257,640
2019	98,305
2020	34,752
2021	2,887
	\$ 660,224

McDonald Transit Associates, Inc.

Notes to Consolidated Financial Statements

Note 9. Line of Credit

At December 31, 2016, the Company had a \$7,000,000 line of credit under the terms of a revolving loan agreement from a financial institution. The agreement provides for interest at the LIBOR rate plus 2.75% (3.50% at December 31, 2016). The line of credit matures on May 31, 2018 and is secured by substantially all assets of the Company. At December 31, 2016 and 2015, there were no outstanding advances on the line of credit.

Under the agreement terms, the Company is required to maintain certain debt covenants and financial ratios related to debt leverage and fixed charge coverage. The Company was in compliance with these covenants at December 31, 2016.

Note 10. Stock Options

The Company grants stock options to certain employees as part of their employment agreements. Each grant is for the right to purchase 10,000 shares of the Company's common stock for \$10 and vests after three years of employment. As of December 31, 2016, there were no such options outstanding. Compensation expense related to these options is not material to the financial statements.

Note 11. Related Party Transactions

The Company receives management and administrative services from the majority stockholder. The expense related to these services totaled \$1,192,905 and \$1,117,149 for the years ended December 31, 2016 and 2015, respectively.

At December 31, 2016, the Company had a \$3,000,000 uncommitted line of credit from the majority stockholder, which matures in September 2017. The agreement provides for a variable interest rate based on Eurodollar deposit rates (2.28% as of December 31, 2016) and is unsecured. \$0 and \$3,000,000 was drawn and payable on this line of credit at December 31, 2016 and 2015, respectively.

The line of credit agreement contains covenants with which the Company is required to maintain compliance during the term of the agreement. The Company was in compliance with these covenants at December 31, 2016.

Note 12. Contingencies

The Company is subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the ultimate outcome of the claims and litigation will not have a material adverse effect on the Company's financial position.

Note 13. Subsequent Events

The Company evaluated all events or transactions that occurred after December 31, 2016 through August 31, 2017, the date these consolidated financial statements were available to be issued.

Under an amendment effective February 1, 2017, no additional Company or participant contributions are permitted to be made to the ESOP and participants' years of service (other than for vesting purposes) are frozen as of the effective date. Additionally, no employees hired on or after that date are eligible to participate in the plan.

Exhibit B – Cost Proposal Form

1. REVENUE HOUR COSTS

Please complete the following forms to indicate scheduled revenue hour charge. Fill out all tables.

For Contract Years One, Two, and Three, the City will pay the rate for each hour of service operated as proposed in the table below. Should the City decide to extend the Agreement, compensation in Contract Years four through ten will be subject to negotiation between both parties at the end of each contract year. There will not be separate pay rates for weekday versus weekend service or special trip requests or for any other service (if provided).

The calculation of total cost will include the cost to the City, as well as any indirect costs of the City associated with monitoring the contract.

YEARS 1-3			
Service	Annual Revenue Hours*	Proposed Rate	Vehicle Revenue Hour Rate
Fixed Route Transit System Service (City of Ocala provides the vehicles)	31,500	\$59.71	\$59.71

Year 1 Proposed Rate = \$57.75 Year 2 Proposed Rate = \$59.69 Year 3 Proposed Rate = \$61.70 Thus average of all three rates listed above equal \$59.71
--

*These are estimated hours only. Actual payment will be made on the actual service hours provided



Exhibit B – Cost Proposal Form

COST SCHEDULE BREAKDOWN FOR REVENUE HOURS

Complete the attached forms detailing unit and total costs for key items in each of your proposals. Your total costs, divided by the annual revenue hours, should total to the fixed revenue hourly rate you specified in the Revenue Hour Cost Table.

COST SCHEDULE FOR REVENUE HOURS

Personnel	Year One			Year One
	Annual Hours	Hourly Wage Salary	Fringe & Health Benefits	Total Annual Cost
Full-Time Drivers	32,000	\$13.4	\$179,905.4	\$607,983.4
Part-Time Drivers	5,320	\$11.0	\$8,073.7	\$66,770.7
Street Supervisors	2,080	\$27.6	\$16,318.4	\$73,714.2
Dispatchers	6,240	\$17.9	\$39,937.4	\$151,397.9
Maintenance Manager	2,080	\$25.5	\$15,672.5	\$68,718.3
Mechanics	2,080	\$18.7	\$13,585.4	\$52,577.1
Administrative/Clerical	NA	NA	NA	NA
a. <input type="text" value="Administrative Assistant"/>	4,160	\$12.5	\$23,308.6	\$75,283.2
b.	NA	NA	NA	NA
c.	NA	NA	NA	NA
Other	NA	NA	NA	NA
a. <input type="text" value="Cleaners/Fuelers"/>	2,080	\$16.3	\$12,831.0	\$46,742.7
b. <input type="text" value="General Manager"/>	2,080	\$28.8	\$33,892.1	\$93,892.1
c.	NA	NA	NA	NA
Subtotal	58,120	NA	\$343,524.4	\$1,237,079.6

Exhibit B – Cost Proposal Form

Maintenance and Subcontracted Services

		Year One
Maintenance	Total Annual Cost	
Tires	\$28,723.7	
Parts & Supplies	\$66,285.4	
Bus Wash Supplies & Other	\$2,200.0	
Oil & Lubricants	\$9,721.9	
Description of Subcontracted Services		
a. ADA Service	TBD	
b.	NA	
c.	NA	
Other		
a. Other Maintenance Expenses	\$51,641.4	
b. Recruitment & Uniform Expenses	\$50,197.0	
c. Insurance, Depreciation, G&A and Profit	\$373,398.8	
Subtotal	\$582,168.2	
The Price Proposal Total for Year One: Form B-2 and B-3 = \$1,237,079.6 + \$582,168.2 = \$1,819,247.8 Therefore, \$1,819,247.8 / 31,500 hours = \$57.75 (Year One)		



RATP Dev USA

3800 Sandshell Drive | Suite 180
Fort Worth, Texas 76137
(817) 232 9551



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
McDonald Transit Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3800 Sandshell Drive, Suite 180

6 City, state, and ZIP code
Fort Worth, Texas 76137

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
7	5	-	1	6	2	6	9	3	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **2-12-18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit B – Cost Proposal Form

1. REVENUE HOUR COSTS

Please complete the following forms to indicate scheduled revenue hour charge. Fill out all tables.

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a. <input type="text" value="Administrative Assistant"/>	4,160	\$12.5	\$23,308.6	\$75,283.2
b.	NA	NA	NA	NA
c.	NA	NA	NA	NA
Other	NA	NA	NA	NA
a. <input type="text" value="Cleaners/Fuelers"/>	2,080	\$16.3	\$12,831.0	\$46,742.7
b. <input type="text" value="General Manager"/>	2,080	\$28.8	\$33,892.1	\$93,892.1
c.	NA	NA	NA	NA
Subtotal	58,120	NA	\$343,524.4	\$1,237,079.6

Exhibit B – Cost Proposal Form

Maintenance and Subcontracted Services

Year One

Maintenance	Total Annual Cost
Tires	\$28,723.7
Parts & Supplies	\$66,285.4
Bus Wash Supplies & Other	\$2,200.0
Oil & Lubricants	\$9,721.9
Description of Subcontracted Services	
a. <input type="text" value="ADA Service"/>	TBD
b.	NA
c.	NA
Other	
a. <input type="text" value="Other Maintenance Expenses"/>	\$51,641.4
b. <input type="text" value="Recruitment & Uniform Expenses"/>	\$50,197.0
c. <input type="text" value="Insurance, Depreciation, G&A and Profit"/>	\$373,398.8
Subtotal	\$582,168.2

The Price Proposal Total for Year One:
 Form B-2 and B-3 = \$1,237,079.6 + \$582,168.2 = \$1,819,247.8
 Therefore, \$1,819,247.8 / 31,500 hours = \$57.75 (Year One)



Midwest Paratransit Services Inc.
Proposal for SUNTRAN-Transit
Management Services
RFP# TPO/18-001

Midwest Paratransit Services, Inc. (MPS) would like to thank the City of Ocala for allowing us to enter a proposal for this Request for Bid to operate the SUNTRAN Transit Management Services contract. MPS has a long history of providing quality transit services to the Minnesota Metropolitan area and are looking forward to bringing our brand of service to the state of Florida. MPS is a medium sized transportation company that prides itself on being responsive and available for its contracted clients. MPS boasts a tremendous performance history: our safety record, maintenance history, performance numbers and our Drug & Alcohol policy is used as an example to other providers to demonstrate a standard of excellence. While we are growing, we still maintain the small business attention to detail. We also pride ourselves on concentrating on our customer's needs and maintaining longstanding relationships with both agencies and the public that we serve.

MPS has never had a contract terminated by a client, in fact MPS was chosen to take over two failing contracts from other providers. In 2007 MPS was selected to replace a service provider who was operating Edina DAR, Minnetonka DAR and Senior transportation. Then in 2014, MPS replaced an operator of the Dakota County Transit Link that was committing fraudulent acts. Both contracts MPS still operates!

MPS has had no issues raised in the last triennial review by the FTA in fact we received praise for our commitment to excellence and is looking forward to a repeat performance again this year.

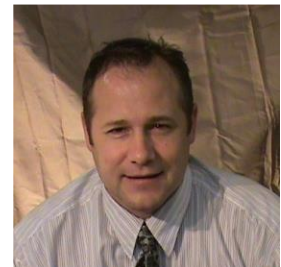
MPS believes in communication with its service contract holders and this will continue with the designated representative of the City of Ocala. General Managers with MPS work hand in hand with the management team including discussing all pertinent matters with the CEO and the President of MPS daily and seeking their guidance on high level issues and concerns. MPS has a distinguished record pertaining to contract compliance and specifically known for following thru on commitments that we make and ensuring our integrity remains outstanding.

Corporate Office: Midwest Paratransit Services Inc.,
6487 Sycamore Court North
Maple Grove, MN 55369

Corporate Officers: Heather Livinghouse:
CEO, Owner
HeaterLivinghouse@midwestparatransit.com



Matt Livinghouse:
Chairman of the Board
MattLivinghouse@Gmail.com



MPS is registered to do business in Florida our FL Taxpayer ID: 3407767

History of MPS

MPS began in 1995 with the creation of AC Transportation. AC Transportation was a medical transportation service that rapidly grew from a two-person operation (Owner Matt Livinghouse and Operations Manager Jamie Seppanen) into a small fleet of ten medical vans. In 1996 AC Transportation was awarded the original Maple Grove Dial a Ride. Midwest Paratransit Services Inc. was formed in 1997 to concentrate efforts on public transit such as the Maple Grove



Dial a Ride while AC Transportation focused on non-emergency medical transportation. The Hopkins Hop a Ride Service Contract followed in 1998. The company's focus was to give the best possible service one customer at a time with an emphasis on safety.



MPS continued to grow in the following years, adding a maintenance department, extending contract resources to meet demand, and in 2001 acquired Clinic Cab, another non-emergency medical transportation. This allowed both companies to achieve greater economies of scale and allowed MPS to take on new public transit contracts. MPS was awarded fixed route service in Maple Grove in June 2007.

MPS was excited with the opportunity of assuming responsibility of the Minnetonka Dial a Ride in September of 2007. The Edina Dial a Ride, West Hennepin Dial a Ride, and the Senior Transportation Services followed in January 2008. The Met Council consolidated these services into the new county wide Hennepin County Transit Link to create efficiencies and to avoid the duplication of service between the Dial a Ride services and the Metro Transit Fixed Route. The Transit Link Program is a new type of demand response transit service that supplements the existing fixed route service for suburban clients that don't have access to existing routes. MPS was at the forefront of the



development and implementation of the policies and procedures that were needed to establish this system.



In November and December of 2009, MPS was awarded the Hennepin County and the Washington/SE Ramsey County Transit Link Dial a Ride services. November of 2014 saw the addition of the Dakota County Transit Link Service. As an experienced Dial a Ride provider, the additional challenge of taking over a distressed service was met with a renewed sense of enthusiasm and energy. We were honored to step in and provide the service needed to continue the Met Council's vision of Transit Link service in the Dakota County area.

In 2015 MPS was awarded the Smartlink contract servicing Scott and Carver counties in Southwest Minnesota increasing our total Fleet of buses to 67 covering 5 metropolitan counties which coincided with Heather Liveringhouse assuming the role as CEO of MPS overseeing all aspects of the day to day operations and to develop and implement the goals of the company. The shift in leadership allowed Matt Liveringhouse to step back and concentrate on Transit Services Group which develops and implements training software.

Our corporate goal is to provide the customer with a service that is industry leading for quality, compliance, safety, and responsibility.

Equal Employment Opportunity Program

Why focus on diversity?

Because it is the right and practical thing to do for our business, people and community.

- Business — Achieving maximum performance from all our divisions depends on using the full potential of all our human resources.
- People — Our employees are more productive working in an environment where everyone has an opportunity to grow and excel.
- Community — Having the community recognize us as an employer of choice-one that reflects the community, attracting and retaining employees from an array of backgrounds-helps ensure MPS's place in the region.

Workforce diversity

We pursue recruiting and retaining methods that are as thorough, extensive and creative as possible. With this approach, we hope to identify the most capable and diverse pool of potential employees. Once they're on board, we then provide our employees with an atmosphere that encourages them to succeed. Ongoing efforts to build and understand diversity issues include formal training, informal group sessions, and brown bag lunches.

Business and program diversity

We strive to ensure the voice of all people in the seven-county region is heard in all aspects of our business. We are committed to providing our customers, individuals and organizations with whom we do business, both internally and externally, with effective, comprehensive, unbiased programming and communications.

Supplier diversity

Our Disadvantaged Business Enterprise (DBE) policy/plan directs MPS to utilize businesses owned and controlled by women, minorities and disadvantaged individuals in the procurement of goods and services.

Integrity, hard work and mutual respect guides our strategic diversity initiatives. Our challenge is to continually seek out and use diversity to bring new and richer perspectives to our jobs, our business and our region.

Management History of MPS

Bill Patten-Regional Manager

Mr. Patten has been employed with Midwest Paratransit Services, Inc., since 1996. As the full time General Manager for all contracts, he oversaw planning, directing, and coordinating daily operations while ensuring guidance to the organizations employees toward the centralize objective of being the best in Contractual Transit Services.



Mr. Patten was directly responsible for all manager, supervisor, and department lead positions. His other General Manager Responsibilities included coordination for the Board of Directors, managing and supervising the Management Team, the formulation of policies, supervising and coordinating policy reviews and development, evaluating performance standards, ensuring compliance with Federal and State Statutes and Rules, the management of service delivery and the coordination with contractual agencies.

Mr. Patten presently serves as the Regional Manager for MPS and will utilize his years of experience with similar contract roll-outs such as the Hennepin and Dakota Transit Link contracts in 2014 and the Maple Grove DAR contract in 2009 to oversee the SUNTRAN Start-Up

Kevin Dale- Project Manager SUNTRAN

Mr. Dale has been employed with Midwest Paratransit Services since 2015. He was hired to serve as the General Manager for all contracts, He oversaw planning, directing, and coordinating daily operations while ensuring guidance to the organizations employees toward the centralize objective of being the best in Contractual Transit Services.



Mr. Dale was previously employed as a General Manager with MV Transportation that operated both the Anoka County transit service and

the Washington County transit system which included multiple fixed routes and combined DAR service.

Mr. Dale has experience both with MV Transportation in Washington County and with MPS in training and mentoring General Managers, his extensive experience with multiple transit services gives him the knowledge base to guide managers in their day to day activities. Mr. Dale has provided the needed leadership and mentoring to Deb Hackenmueller to allow her to succeed in her role as General Manager.

Mr. Dale will serve as the Project Manager for the Ocala service and will be the main contact for the city and will oversee all day to day operations of this service.

Deb Hackenmueller- General Manager Minnesota

Ms. Hackenmueller has been employed with Midwest Paratransit Services since 2006 and has recently been promoted into the full-time position of General Manager of all contracts in the MN metropolitan area. In her role, Ms. Hackenmueller manages and supervises the Management Team, formulates policies, supervising and coordinating policy reviews and development, evaluating performance standards, ensuring compliance with Federal and State Statutes and Rules, the management of service delivery and the coordination with contractual agencies.



Proposed Management for the SUNTRAN Transit Services contract:

General Manager:

Mr. Kevin Dale

E-Mail: Kevindale@midwestparatransitservices.com

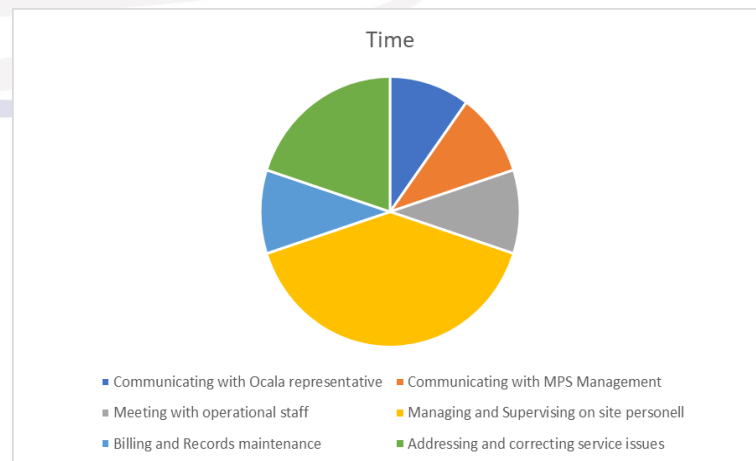
EXPERIENCE

**General Manager 12/2015 – 2017
Midwest Paratransit Services, Inc.**

- Responsible for overall management of operations, maintenance of all locations.
- Manage and supervise management team
- Coordinate policy compliance
- Responsible for budget and accountability

**General Manager 03/2015 – 12/2015
MV Transportation Inc.**

- Responsible for overall management of site, operations, maintenance, recruiting and training
- Ensure contractual compliance and client satisfaction
- Oversee service to ensure on-time operating performance, ridership, and safety on all routes
- Oversee payroll
- Ensure contractual compliance and client satisfaction
- Responsible for budget and accountability



Operations Manager

Discover Ride Inc. 10/2014 – 03/2015

- Dispatch drivers
- Routing
- Accounts payable/receivable
- Customer service

Dispatch Manager

MV Transportation Inc. 10/2011 – 10/2014

- Dispatch drivers
- Supervise daily operations
- Schedule drivers/dispatchers/reservationist's
- Meet with Client's to discuss daily operations
- Routing
- Hiring, firing and managing of all employees and independent contractors

Education:

University of Minnesota Crookston Current
Major: Business Management

Maintenance Manager

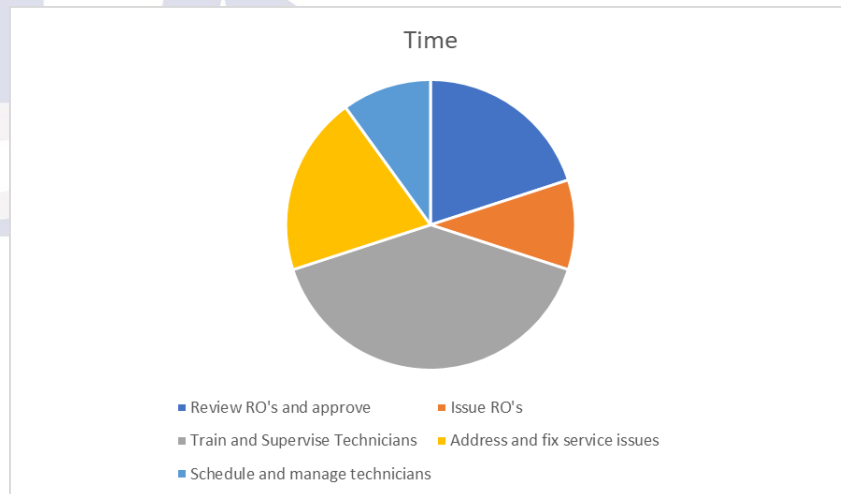
Mr. Chris Griep

E-Mail: ChrisGriep@midwestparatransit.com

Experience

**Fleet Maintenance Manager
Midwest Paratransit Services Inc.
February 2016 to Present**

- Highly skilled and dependable with hands-on experience and excellent training to perform service, diagnostics, and repairs on domestic and imported automobiles and trucks.
- Supervise three full-time mechanics in troubleshooting, diagnosing, and repairing a wide variety of vehicle makes and models.
- Manage day-to-day schedule and operations of repair shop, maintaining strong focus on quality workmanship. Evaluate accuracy of diagnoses and approve recommended repairs. Complete records, warranty documentation, and ensure proper maintenance of tools and equipment.



Fleet Maintenance Manager

MV Transportation

March 2014 to September 2015

- Highly skilled and dependable with hands-on experience and excellent training to perform service, diagnostics, and repairs on domestic and imported automobiles and trucks.
- Manage day-to-day schedule and operations of repair shop, maintaining strong focus on quality workmanship. Evaluate accuracy of diagnoses and approve recommended repairs. Complete records, warranty documentation, and ensure proper maintenance of tools and equipment.

Work Study Student

Anoka Technical College - Anoka, MN
 2013 to 2013
 Graduated General Automotive, 05-2015

Education:

Automotive Technologies in Automotive

Anoka Technical College

Certifications/Licenses

CDL Class B

March 2014 to Present
 With Passenger and air brake endorsement

DOT Medical Card

February 2017 to February 2019

DOT INSPECTOR CERTIFICATE

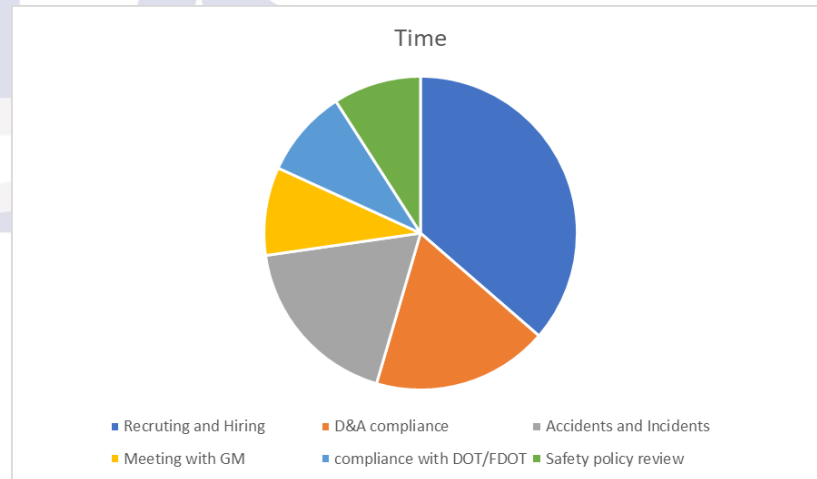
March 2017 to March 2019

Chris holds 5 current ASE certifications (see attached)

Drug and Alcohol Program Manager/Compliance

Cynthia K. Erickson-Uecker

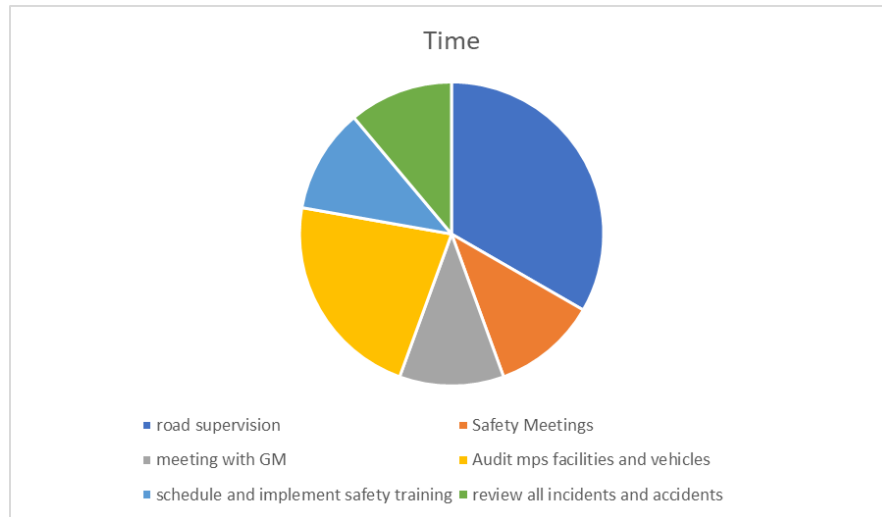
Cindy Erickson-Uecker has been employed with Midwest Paratransit Services since 2000. As the full time Human Resource Manager, she oversees facilitating effective operations by matching the workforce to MPS business needs, ensuring cost-effective measures and the effective use of workforce potential while maintaining positive employer / employee relations. Ms. Erickson-Uecker maintains responsibility for analyzing and directing all related activities within the scope of the Human Resources Team. Other responsibilities include managing and supervising all Hiring and compliance regarding MPS policy, evaluating and developing employee benefits, the compliance of Drug and Alcohol Policies - procedures and documentation, the management of employee reviews and wages, the disciplinary actions and documentation, and the worker compensation claims.



Operations Manager/Safety Manager

Perry Berger

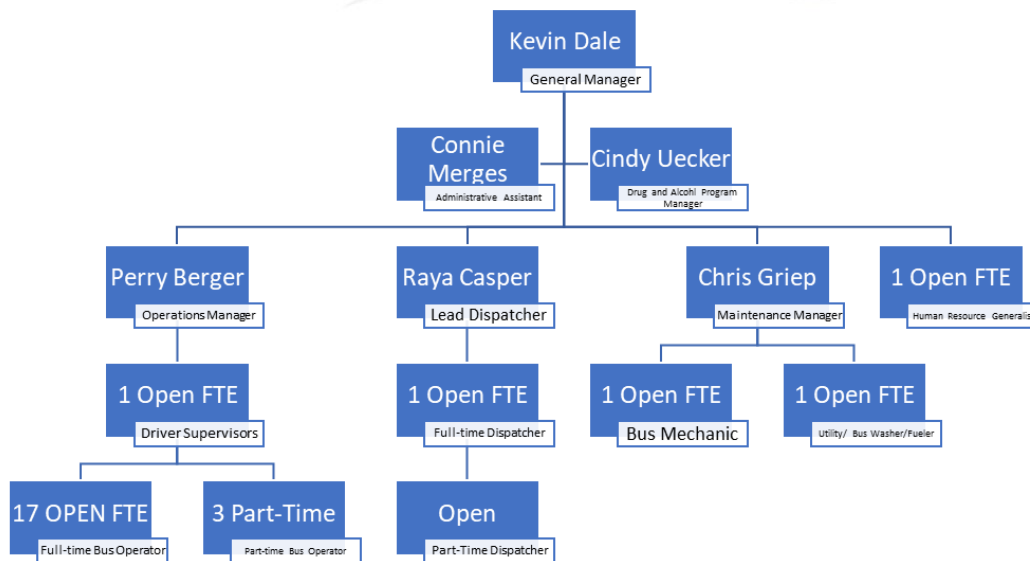
Perry Berger has been working for MPS since 2007, initially as a vehicle operator, then in 2012 being promoted to Vehicle Operator Supervisor (AVOS). Perry was promoted to the Street Supervisor in 2015 as the Street Supervisor, Perry is responsible to support vehicle operator activity, assess service quality, and respond to operational events.



Connie Merges-Admin Assistant, Record Keeper

Connie Merges has been employed with Midwest Paratransit Services, Inc., since 2005. As the full time Admin Assistant, Record Keeper, she is responsible for directing all business activities toward the optimum levels of Customer Service in support of Midwest Paratransit Services. Ms. Merges oversees the daily operations of the Call Center, ensuring compliance for all trip requests through her direct supervision of the reservationists. Additional responsibilities include assessing staffing levels, recruitment and placement.

Organization Chart for MPS Operation of SUNTRAN



Below is a chart showing the routes as scheduled under our proposal. The Bus Operator Shift definition chart shows the duration both of the workday of the Vehicle Operator but also the Revenue time based on this we have determined that this would require 111.42 wage hours to complete

Route	Start	Pull out	Bus Operator Shift Definition				Total Service Hours
			Revenue Start	Revenue End	Pull In	End	
Green AM	4:20	4:45	5:00	12:45	12:55	13:05	8:10
Green PM	12:25	12:35	12:50	22:00	22:15	22:30	9:40
Blue AM	4:20	4:45	5:00	12:45	12:55	13:05	8:10
Blue PM	12:25	12:35	12:50	22:00	22:15	22:30	9:40
Purple AM	4:20	4:45	5:00	12:45	12:55	13:05	8:10
Purple PM	12:25	12:35	12:50	22:00	22:15	22:30	9:40
Orange AM	4:15	4:40	5:00	12:45	12:55	13:05	8:15
Orange PM	13:20	13:30	12:50	22:00	22:15	22:30	8:45
Red AM	4:10	4:30	4:45	12:10	12:25	12:35	7:55
Red PM	12:50	13:00	13:16	22:00	22:15	22:30	9:15
Yellow AM	4:20	4:45	5:00	12:45	12:55	13:05	8:10
Yellow PM	12:25	12:35	12:50	22:00	22:15	22:30	9:40

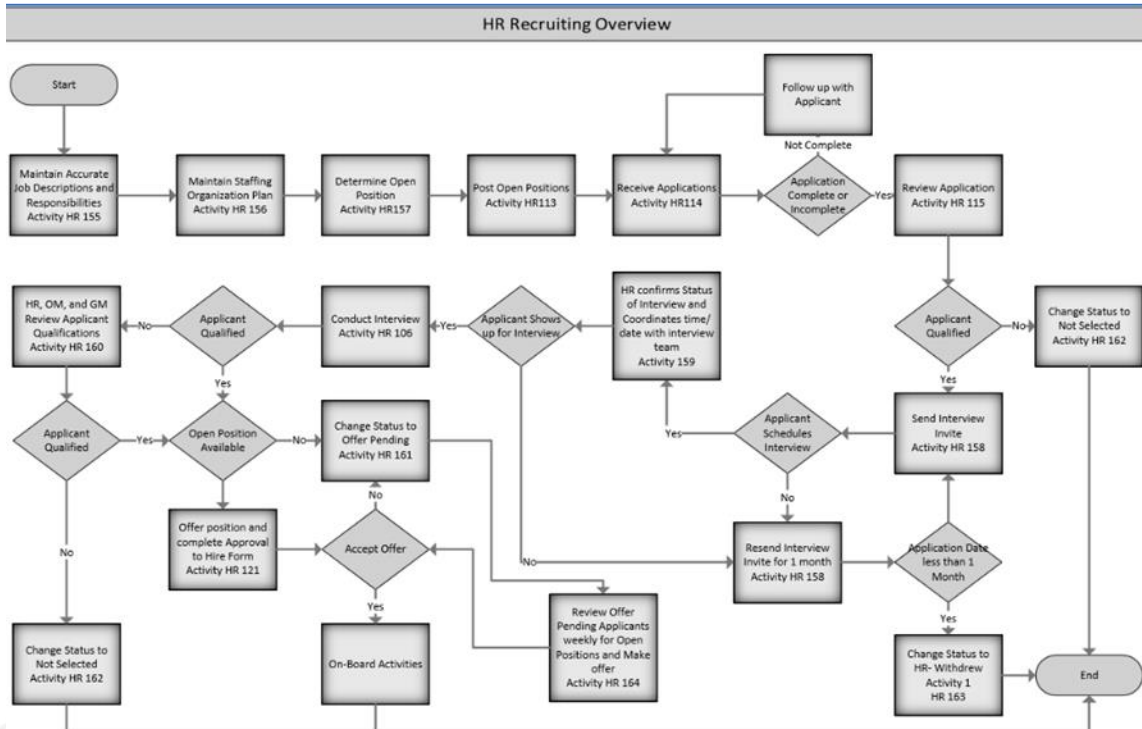
We have determined that we would utilize 20 drivers to accomplish these routes and below is a chart demonstrating the Driver, the number of shifts that they would be scheduled, the total of hours they would work in a scheduled shift and their status either full or part time

Driver shift sheet

Driver #	Weekly Shifts	Total Hours	Status	Routes
1	4	35	Full Time	Green AM M-Th
2	4	37.7	Full Time	Green AM Fr,Sa/Green PM W,Th
3	4	40.3	Full Time	Green PM M,Tu,Fr,S
4	4	35	Full Time	Blue AM M-Th
5	4	37.7	Full Time	Blue AM Fr,Sa/Blue PM W,Th
6	4	40.3	Full Time	Blue PM M,Tu,Fr,S
7	4	35	Full Time	Purple AM M-Th
8	4	37.7	Full Time	Purple AM Fr,Sa/Purple PM W,Th
9	4	40.3	Full Time	Purple PM M,Tu,Fr,S
10	4	35.3	Full Time	Orange AM M-Th
11	4	36	Full Time	Orange AM Fr,S/Orange PM W,Th
12	4	36.7	Full Time	Orange PM M,Tu,Fr,S
13	4	33.7	Full Time	Red AM M,Tu,Th,Fr
14	4	38.7	Full Time	Red PM M,W,Th,Fr
15	2	18.1	Part Time	Red AM W/Red PM Tu
16	4	35	Full Time	Yellow AM M-Th
17	4	37.7	Full Time	Yellow AM Fr,S/Yellow PM W,Th
18	4	40.3	Full Time	Yellow PM M,Tu,Fr,S
19	3	20	Part Time	Back up driver M-W
20	3	20	Part Time	Back up driver Th-S

Hiring Process

MPS hiring process is defined clearly in our activity book (see attached). The process begins with recruiting, using job posting web sites, social media and traditional print advertisements. This would also involve interaction with local job recruiters and work agencies to accommodate the need for drivers throughout the life of the contract.



Application process

MPS allows applicants to search and apply to positions online at: www.MidwestParatransitServices.com



Careers with Midwest Paratransit Services Inc.

Career Search

Enter Keyword(s): separate with commas or spaces

Match ALL keywords
 Match ANY keywords
 Match EXACT PHRASE

Select Category:

Select Location:

Select Position:

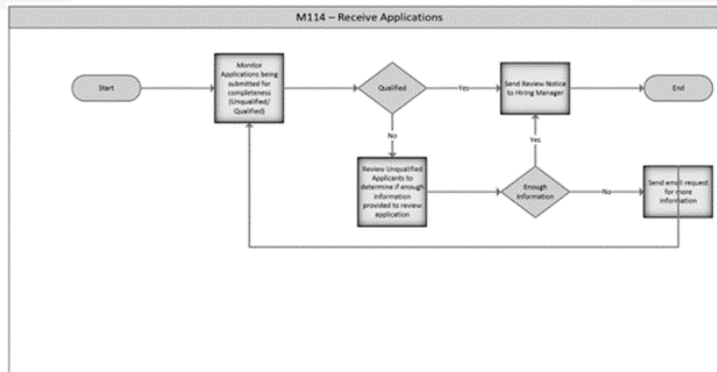
Follow

MPS utilizes an online application called Workable that allows us to streamline and accelerate the hiring process reducing greatly any delays from the initial application, interview, hiring and training

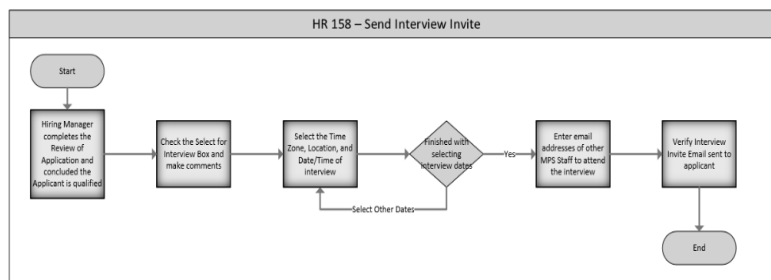
The screenshot shows the Workable interface for Midwest Paratransit Transportation, Inc. It displays three job listings with their respective statistics:

Job Title	Sourced	Applied	Applicatio...	Phone Scre...	Employment...	Interview	Background...	No Reply	Approval T...	Pool	Hired
Bus/Van Driver Dakota County Transit Link Full/Part-Time	-	-	-	2	-	3	-	90	-	2	8
Bus/Van Driver Full/Part-Time (SmartLink)	-	-	-	-	-	2	-	45	-	1	8
Bus/Van Driver Full/Part-Time Days and Night Shifts (Hennepin Transit Link)	-	-	-	5	-	3	-	89	-	4	16

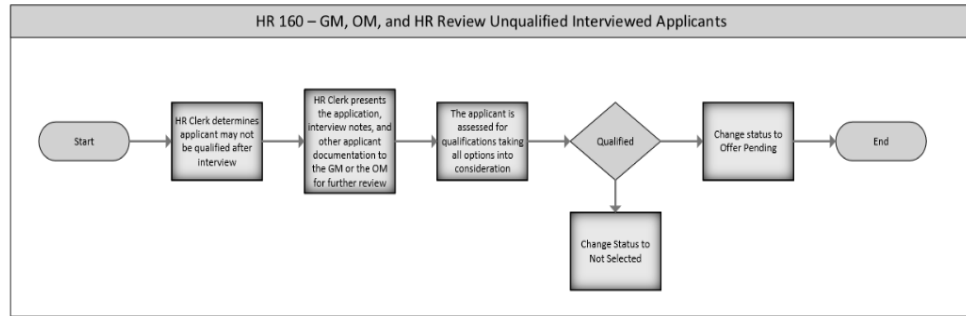
Once an application has been received the next process is to review the application



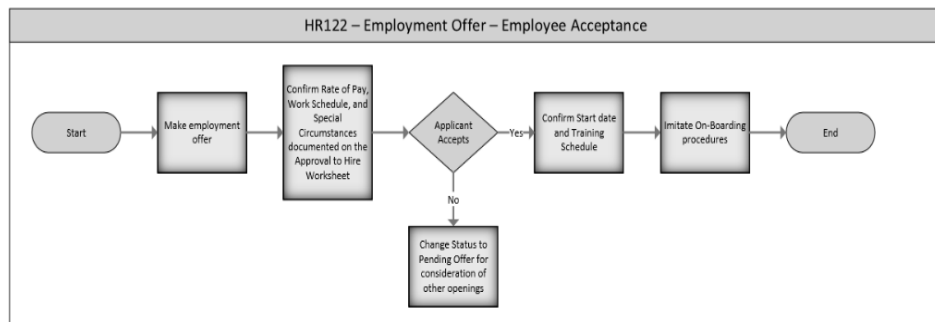
Upon review and acceptance of the application an interview is scheduled



After the interview the applicant is reviewed for possible hire



Upon successful review the applicant is offered the position

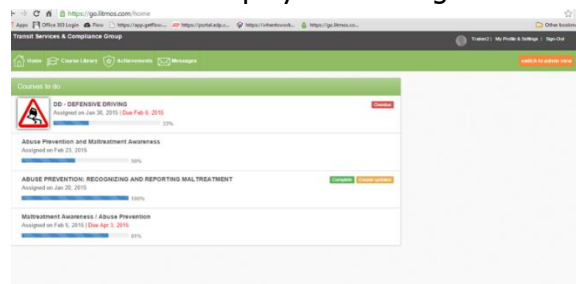


Training



MPS utilizes a Learning Management System (LMS) which is designed and maintained by Transit Services Group to maintain up to date training and help track the process of training by its employees. MPS uses a blended training approach in which we utilize LMS as well as a

live trainer. We believe this allows for a more immediate training experience and allows our Safety Manger to focus on the core parts of the training program. This also allows for a more consistent message and delivery for our training and curriculum. Employees can log in to this service and fulfill their weekly Concurrent Training requirements, DOT required classroom training, Company Orientation, Safety and any other items that need to be covered. All these software solutions are “cloud” based and saved indefinitely. Utilizing this system MPS management can quickly check if employees have finished their required training



MPS training program for its new SUNTRAN vehicle operators will consist of 167 hours. However, for the current SUNTRAN drivers we will offer an accelerated course which will involve 30 hours of training. We expect and welcome most of the current drivers and office staff to be retained in their current position when MPS assumes the operation of the SUNTRAN account

MPS Training programs include:

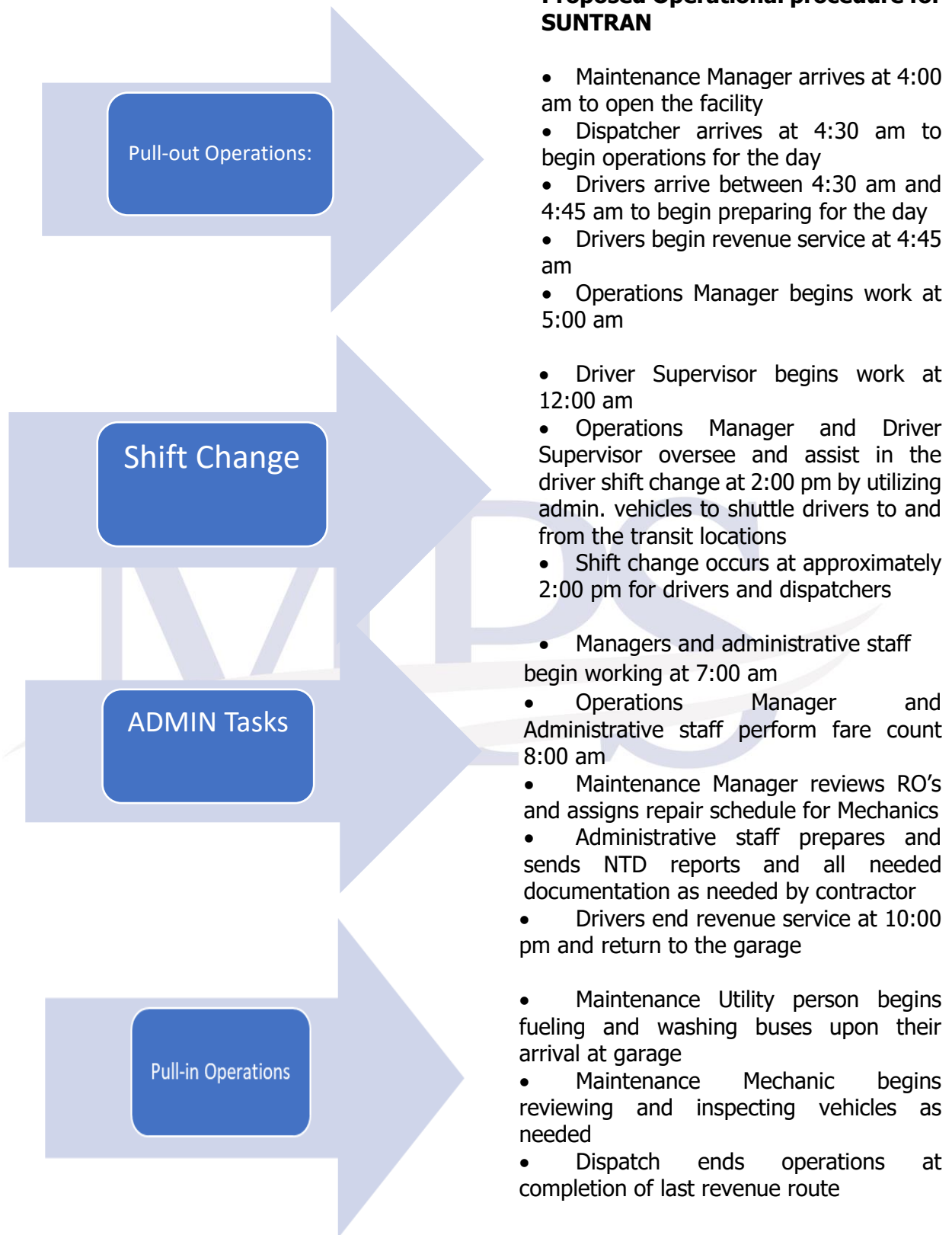
- Safety & Security, including:
 - Safe vehicle operation Defensive Driver Training per the National Safety Council standards or an equivalent course approved by Collier County
 - Vehicle breakdown, passenger incidents, adverse weather and other emergency/safety procedures including emergency vehicle evacuation.
 - Accident prevention
 - Hazard recognition
- Customer Services, including:
 - Customer Relations Course. The purpose of the course is to help provide employees with customer service skills and reinforce that these employees are the first point of contact with the public and that interaction must be professional and pleasant for the public.
 - Role of Transit Operation
 - Customer Basics
 - Communications
 - Difficult Situations
 - Customers with Disabilities & ADA requirements
 - Sensitivity training to develop skills and increase understanding of people with disabilities, all sexual orientations, diverse cultures, races and ages.
- SunTran Area Transit Specific, including:
 - Local Policies and Procedures
 - Fare Policies
 - Documentation & Paperwork
 - Reporting for Duty
 - Appearance
 - Code of Conduct
 - Employee/Operator Handbook
 - Policy instruction, such as trip scheduling, service hours, service area, complaint procedures, wait time, fare structure, transfer locations, ADA operation, etc.
 - Knowledge of service area, map reading, address locating and familiarity with streets and landmarks.
 - Sexual Harassment
- Regulatory, including:
 - Drug & Alcohol Program Training
 - Commercial Driver's License Training
 - Occupation Safety and Health Administration (OSHA) Training
 - Americans with Disabilities Act Training
 - Rule 14-90
- Technical Operator Skills (on bus training time), including:

- Vehicle Familiarization
- Pre/Post Trip Inspections
- Seat Positioning/Mirrors
- Vehicle Start-Up Procedures
- Steering/Maneuvering
- Lift/Ramp Deployment
- Signaling
- Braking
- Routine Procedures
- Service/Stops/Transfer Facilities
- Driving Conditions/Adverse Weather
- Vehicle and equipment operations, including proper two-way radio protocol, wheelchair and scooter securement, ramp operations, and operation of any automated devices installed in the vehicle.
- Route/Line Training (on the job training), including:
 - System and Route Familiarization
 - Line Instructor Training and Observation
 - On the Job Training
- Passenger Assistance Technique (PAT). This training must satisfy the paratransit service Passenger Assistance Training/Sensitivity Requirement of Rule 14-90. Training shall include elderly and disability sensitivity components, passenger relations and assistance, passenger handling, securement of wheelchairs, use of seatbelts, assistance to the visually impaired and dealing with service animals.
- Adult and juvenile Cardiopulmonary Resuscitation training including general first aid, proper response to emergency medical needs of riders and hazardous waste disposal procedures.
- The Contractor shall test each driver trainee at the end of the training to determine competency and shall monitor performance throughout employment to ensure each driver follows all procedures introduced in training.

Concurrent Training – 2 hours per month (LMS)

Safety Meeting - 1 hour per month (Meeting)

Annual Training 4.5 hours per month (Classroom/Hands on)



Operation and Maintenance Methodology

MPS utilizes a policies and procedures driven methodology regarding its business activities. These policies are instrumental in the optimization of performance controls to include company goals, cost effective procedures, and the maximization of safety standards. Our management principles and guidelines are defined in the Administration and Business Management Policy. This policy is used to govern and regulate all business activities to fulfill the vision established by the company leadership.

Communication. The Communication Policy details procedures for our employees to communicate operational events in an effective and efficient manner to ensure professional interaction with our clients. This policy establishes our operational event notification and responses which create a frame of reference that makes certain our internal communication is effective.

Customer Service. The interaction between MPS employees and our customers affects all levels of MPS operation, and everyone involved needs to have the same mindset and follow the same policies. The goal of MPS service is to meet transit user expectations for service while fulfilling MPS's mission.

Ethics. MPS staff will seek to carry out the mission of MPS in a way that provides an optimum service in fulfillment of client's requests, while maintaining an environment which is fair, humane and respectful for employees, clients and community members; an environment which supports, and rewards based on relevant considerations and is free from discriminatory, inappropriate and disrespectful conduct or communication.



Appearance. MPS staff will follow the uniform and dress code requirements as described by the City of Ocala. Vehicle Operators will be required to follow the MPS uniform requirements as described in our Driver Handbook (Attached). MPS staff will always present a neat and organized appearance and represent both MPS and the City of Ocala with the highest standards.

Vehicle Operator. The Vehicle Operator Policy establishes procedures for our Vehicle Operators to maintain a safe working environment, meet internal performance goals, provide excellent customer service, and attain the highest standards of integrity.

Dispatch. The Dispatch Policy is meant to direct controls to create consistent, efficient, and effective procedures in handling driver deployment, driver scheduling and route organization; while making safety our priority.

Complaint Resolution. MPS will investigate and evaluate all complaints received and try to resolve the issue quickly.

Minor Complaint

- Resolved at the Operation Manager level;
- May involve a policy violation;
- Disciplinary procedures are not required;

Major Complaint

- A significant incident or security event occurs;
- Customer Service violation that requires disciplinary actions;
- Disciplinary actions that require termination of employee;
- Outside Agency notification required; and,
- Outside Agency involvement.

The Operations manager will manage and resolve all Minor Complaints. Minor Complaints require little investigation and requires only limited documentation. Complaint resolutions are simple and offered verbally. Any unresolved Minor Complaint becomes a Moderate Complaint.

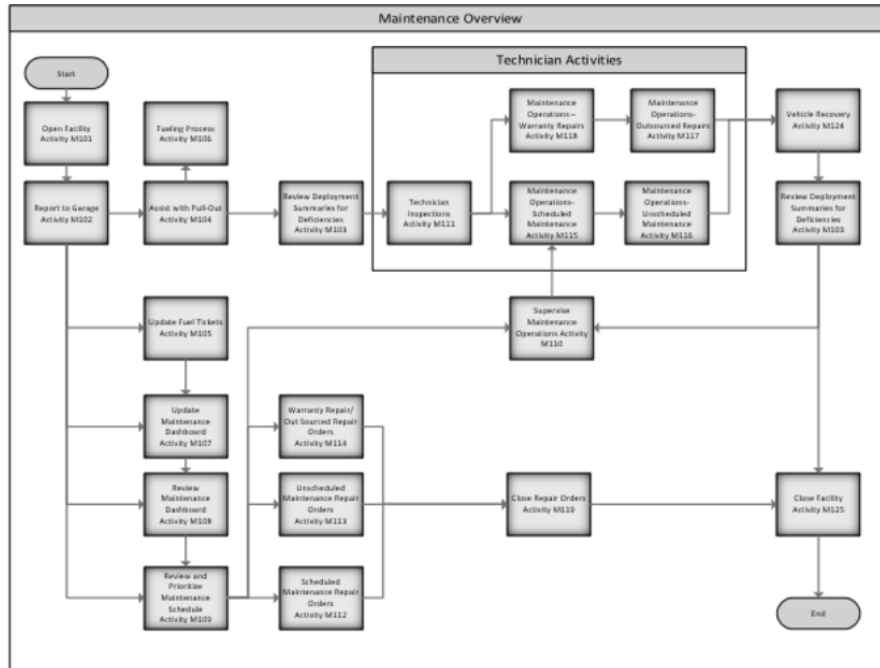
The General Manager will manage and Resolve all Major Complaints. Major Complaints are serious in nature and may involve outside agency representatives such as Law Enforcement, Human Service Agency, or Advocacy groups. Coordination will be maintained with outside agencies to determine if their activities will affect any outcome or resolution. The General Manager will establish Findings of Fact and a formal response. All resolutions to the Major Complaints will take into consideration requirements of the involved outside agencies.

Building/Office Management. MPS provides a safe working environment to all employees at MPS facilities to include proper cleaning, maintenance, access, security, storage, and conservation of resources and energy.

Maintenance. The Maintenance Program (attached) is a comprehensive set of directives that guide the Maintenance Department in its goal of ensuring that all MPS and Service provider owned vehicles are maintained to not only meet the contract requirements, but with the approach of preventing all vehicle failures. MPS will conduct bi-weekly inspections to ensure that all vehicles are maintained properly in accordance with contract requirements.



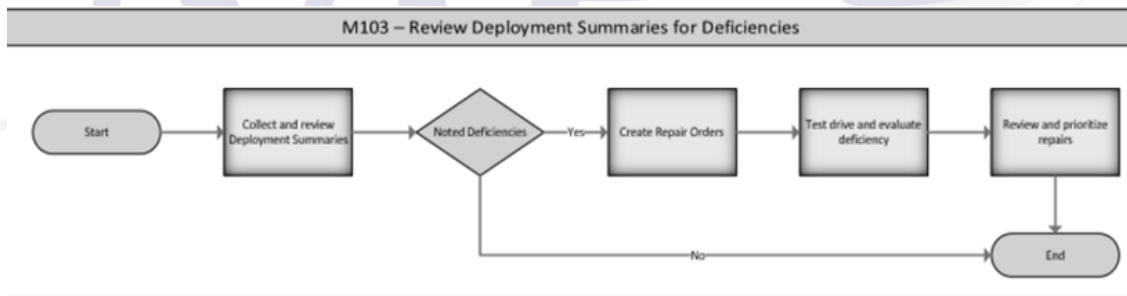
Repairs. MPS will employ both a full time Maintenance Manager and a full time Maintenance mechanic who will fix or outsource all repairs and submit invoices to the contractor for payment, all minor and moderate repairs will be done by MPS staff in-house



all minor and moderate repairs will be done by MPS staff in-house

Fueling. MPS will employ maintenance utility personnel to refuel all vehicles to provide a safe and efficient flow of operational staff at the completion of the work day, the utility will fuel, wash and park the vehicle at the end of the shift.

The Maintenance Manager will review the Deployment summaries to see if there are any repairs that need to be done



Safety and Security Policy. MPS is committed to safety and security both of its facilities and vehicles for our staff, riders and the communities we operate in. MPS has in place a comprehensive safety plan (SSPP and SSEPP both are attached) which serves as our policy for dealing with all safety and security issues that may occur.

Activity Book. MPS has adopted an activity book (Attached) that defines all activities that occur at the company. This allows us to define all procedures and ensures that we can assign accountability for all actions and to train and supervise the implementation of MPS policies correctly.

Substance Abuse Policy. MPS is committed at all levels to provide a safe workplace for our employees. It is our intent and obligation to provide a drug-free, healthy, safe and secure work

environment. Our Substance Abuse Policy (Attached) is used to enforce the values that MPS holds and ensure that our employees meet the legal and regulatory requirements of their jobs.

MPS provides safe, dependable and economical transportation services to our public transit system passengers. MPS employees are our most valuable resource and it is our goal to provide a safe, satisfying work environment which promotes personal opportunities for growth. In meeting this goal, it is our policy to:

- (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner.
- (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse.
- (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
- (4) encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

Adherence to this policy is a condition of employment although it should not be considered an offer of employment. The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry.

MPS has a zero tolerance for the abuse of prohibited substances. MPS will terminate an employee upon notification of a verified positive test result or a refusal to submit.

PROPER APPLICATION OF THE POLICY

MPS is dedicated to ensuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy regarding subordinates, shall be subject to disciplinary action, up to and including dismissal.

TRAINING FOR SAFETY-SENSITIVE EMPLOYEES & SUPERVISORS

All safety-sensitive employees shall receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and indicators of prohibited drug use.

Supervisors responsible for making the decision to generate a reasonable suspicion test must receive a minimum of 60 minutes of training on drug and 60 minutes of training on alcohol information regarding the physical, behavioral, speech and performance indicators of probable drug and alcohol use.

Summary

We would like to thank you for reading our proposal for the SUNTRAN Transit Service, we look forward to hopefully being awarded this contract and to providing the city of Ocala with our brand of exceptional service. MPS will bring a commitment to excellence and our high standards of safety and accountability to central Florida and help make SUNTRAN the premiere transit system in the region.





National Institute for
AUTOMOTIVE SERVICE EXCELLENCE

ASE Certification Status

Christopher E Griep
Blaine, MN 55449-4913
ASE ID: ASE-5523-5635

Created: February 01, 2018
4:00:19 AM

This individual currently has the ASE certification status shown below:



Current ASE Designations

Certificates	Test Series
Automobile Technician	A: Auto
Maintenance and Light Repair Technician	G: Maintenance and Light Repair
Transit Bus Technician	H: Transit Bus
Medium/Heavy Truck Technician	T: Medium/Heavy Truck

ASE Certification Details

Test	Description	Expiration Date	Status
A4	Suspension and Steering	12/31/2021	Current
A5	Brakes	12/31/2021	Current
G1	Auto Maintenance and Light Repair	12/31/2021	Current
H8	Preventive Maintenance and Inspection	12/31/2022	Current
T5	Preventive Maintenance and Inspection	12/31/2022	Current

To become ASE certified, you must pass an ASE test and have the required amount of relevant hands-on work experience. You can download the Work Experience Form at www.ase.com/expform.

Any expired certification can be reinstated by taking the corresponding recertification test. If you have any questions, please contact us.

Sincerely,
ASE Customer Service
E-mail: contactus@ase.com



January 23, 2018

To Whom It May Concern:

The purpose of this is to provide a letter of reference for Midwest Paratransit Service, Inc. who is the current provider under contract for Maple Grove Transit's dial-a-ride service and fixed route shuttle bus services.

Our dial-a-ride program began in 1997, and Midwest Paratransit Service, Inc. was one of five bidders vying for the initial three-year contract. During the bid solicitation process, Midwest Paratransit Service, Inc. distinctly stood out from the rest of the potential providers in their approach, desire, and commitment to securing this contract. Even though Midwest Paratransit Service, Inc. at that point had never operated a general public dial-a-ride service in the past, the City awarded them the contract. The solicitation and award process considered factors other than cost alone. Midwest Paratransit Service, Inc. clearly demonstrated that they were the best qualified to provide the service.

Since 2007, the City has contracted with Midwest Paratransit service for the provision of our regular route shuttle bus services, specifically the Route 787 and 788. The routes are an integral component of marking our express bus routes successful. We felt our positive experience with Midwest Paratransit in the dial-a-ride services made it a natural extension to contract with them for regular route service even though they did not have a vast experience in this area of service. They have proved to be excellent providers of regular route services greatly understanding the nuances of this type of service.

The City has been extremely pleased with the track record of Midwest Paratransit Service, Inc. over the past 19 years. As a result, the City has renewed their contracts several times without hesitation. Midwest has been able to contain costs, so contract rate increases have been minimal. Midwest has shown the leadership to try new things and they always deliver on their promises. Midwest is also willing to make sure they are using the most update-to-date and appropriate technology for both vehicles and dispatching software.

Midwest has taken great care in hiring qualified drivers, dispatchers, and maintenance staff to ensure safe and efficient provision of the service. We have never had a serious accident or any major problems with his employees. I rarely receive complaints from customers, and if I do it is usually a factor out of their control. Midwest also does an excellent job in maintaining the publicly-owned vehicles. On-time performance has been great. All of the required written reports are accurate and turned in on time. Their rapport with customers, including senior citizens and persons with disabilities has been a paramount reason for the success of the service.

The core leadership team has the transit knowledge, experience and attention to detail that is the catalyst to the success of this organization. They are especially adept at understanding all the federal transit regulations and reporting requirements. The entire Midwest staff gives our service a very positive image out in the public, and we look forward to a continued relationship with them. To summarize, the City is very pleased with the overall performance of Midwest Paratransit Service, Inc. I can be contacted at mopatz@maplegrovemn.gov or 763-494-6005. Thank you.

Sincerely,

Michael Opatz

Michael Opatz
Transit Administrator



1.25.18

To whom it may concern,

Our department, Ramsey County Workforce Solutions, has worked with Midwest Paratransit Services (MPS) for over three years on a special transportation project for workers to and from their jobs at the MSP Airport. I have found MPS to be extremely responsive and creative in their approach to addressing this particular transportation program. This includes in the professional and timely provision of services directly to the riders and the professional communication they maintain with the employer customer. I would recommend others engaging in programming with MPS. Feel free to reach out to me with questions.

Sincerely,

Karyn Berg

Planning and Evaluation Analyst

Ramsey County Workforce Solutions

Karyn.berg@ramseycounty.us

651-266-6042

2266 2nd St. North
North Saint Paul, MN 55109
Phone: (651) 266-9890
www.ramseycounty.us



May 17, 2016

Matthew Liveringhouse, CEO
Midwest Paratransit Services, Inc.
11785 Justen Circle
Maple Grove, MN. 55369

Dear Matthew,

It is with great pleasure that I write this letter of recommendation on behalf of SmartlinkTransit and your management team.

Smartlink would like to congratulate Midwest paratransit Services on its great transitional period beginning on October 1st, 2015. We had been given warning from organizations that when you transition from a self-operated system to contracted services that Smartlink would have many difficulties and the service to customers could be sacrificed. Midwest has proven yourselves through this arduous transition, which was accomplished with excellence, and a difficult timeline. Your team's dedication, knowledge and commitment have been beneficial to a successful daily operation.

Midwest and all of its employees worked very tirelessly over the past six months to make sure all of Smartlink's customers received excellent care and follow-up to any issues or concerns that came up. Open communication has been a key to problem solving, and we have benefited from each other's knowledge and resources. SmartlinkTransit has seen improvements in on time performance ranging from 97-99% monthly. We also appreciate your dedication to timeliness in responding to customers as this is the backbone of any great organization. Passengers per hour continue over 4.0, ranging from 4.1- 4.5 monthly, which is fantastic for demand response service.

Smartlink also does some special events like Future Leaders Day that brings in school kids from all over the County to experience County Government. Midwest did a superb job of accommodating all of the requested extra service this day, but also responded well to any last minute changes that can happen when timing is critical and many scheduled events must be done in a timely manner.

I would like to express my thanks to the Midwest management team for all of their dedication to making the SmartlinkTransit system safe and reliable. I look forward to our continued joint success in the future.

Sincerely

A handwritten signature in black ink, appearing to read "Alan Herrmann".

Alan Herrmann, Operations Supervisor

SmartlinkTransit 1615 Weston Court Shakopee, MN. 55379

Exhibit B – Cost Proposal Form

1. REVENUE HOUR COSTS

Please complete the following forms to indicate scheduled revenue hour charge. Fill out all tables.

For Contract Years One, Two, and Three, the City will pay the rate for each hour of service operated as proposed in the table below. Should the City decide to extend the Agreement, compensation in Contract Years four through ten will be subject to negotiation between both parties at the end of each contract year. There will not be separate pay rates for weekday versus weekend service or special trip requests or for any other service (if provided).

The calculation of total cost will include the cost to the City, as well as any indirect costs of the City associated with monitoring the contract.

YEARS 1-3			
Service	Annual Revenue Hours*	Proposed Rate	Vehicle Revenue Hour Rate
Fixed Route Transit System Service (City of Ocala provides the vehicles)	31,500	61.51	57.71

*These are estimated hours only. Actual payment will be made on the actual service hours provided

Exhibit B – Cost Proposal Form

COST SCHEDULE BREAKDOWN FOR REVENUE HOURS

Complete the attached forms detailing unit and total costs for key items in each of your proposals. Your total costs, divided by the annual revenue hours, should total to the fixed revenue hourly rate you specified in the Revenue Hour Cost Table.

COST SCHEDULE FOR REVENUE HOURS

Personnel	Annual Hours	Hourly Wage Salary	Fringe & Health Benefits	Total Annual Cost
Full-Time Drivers	31,500	\$590,297.83	\$41,041.00	\$631,389.83
Part-Time Drivers	31,500	\$65,588.65		\$65,588.65
Street Supervisors	31,500	\$69,300	\$4,800.00	\$74,100
Dispatchers	31,500	\$92,400	\$6,400	\$98,800
Maintenance Manager	31,500	\$80,850	\$5,600	\$86,450
Mechanics	31,500	\$46,200	\$3,200	\$49,400
Administrative/Clerical	31,500	\$73,920	\$5120	\$79,040
a.	31,500	\$57,750	\$4000	\$61,750
b.	31,500	\$27,720	\$1920	\$29,640
c.				
Other	31,500			\$555,367.51
a.	31,500			\$86,399.01
b.				
c.				
Subtotal				\$1,817,865

Exhibit B – Cost Proposal Form

Maintenance and Subcontracted Services

Maintenance	Total Annual Cost
Tires	\$20,000
Parts & Supplies	\$23,500
Bus Wash Supplies & Other	\$7,000
Oil & Lubricants	\$11,500
Description of Subcontracted Services	
a.	\$58,000
b.	
c.	
Other	
a.	
b.	
c.	
Subtotal	\$120,000.00

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Midwest Paratransit Services Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 6487 Sycamore Court North	Requester's name and address (optional)
6 City, state, and ZIP code Maple Grove, MN 55369	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												
or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">4</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">3</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">2</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">0</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">5</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">4</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">2</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px; text-align: center;">4</td> </tr> </table>	4	3	-	2	0	5	4	2	6	4		
4	3	-	2	0	5	4	2	6	4			

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ [Signature]	Date ▶ 1-17-18
------------------	---	---

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Bidder:

ProRFx ID: RFP0202180000033

Print Share

Review Phase

SHOW LISTING DETAILS

Scoring: Use a Scoring Matrix: Display Criteria and Worth to Bidders

Scoring Matrix:	Qualifications/Experience... MORE	30%
	Staffing Plan/Proposed Pe... MORE	25%
	Operation and Maintenance... MORE	25%
	Management and Operation ... MORE	20%

Scoring Personnel: sjroberts@ocalafl.org Options

Sort By: Price Low-High Compare

Transitions Commute Solutions, LLC
 45 West Smith St.
 Winter Garden, FL, 34787

James Brown
 Email:
james.brown@transit4u.com
 Work: +1(321)5211133
 Cell: +1(321)5271133

 (0 Ratings)

Vendor Bid

COMPLETE

Labor \$1,842,750.00

Material + \$0.00

\$1,842,750.00

! Score Needed

REJECT

FINALIST [?]

BAFO [?]

Award Status

No Award

Set Award Status

Compare

Viewing

INTERNAL INFO (not displayed to internet users) SHOW

EXTERNAL INFO (displayed to all internet users) SHOW

Previous Page 1 of 1 Next

Sort By: Price Low-High Compare

Listing View Vendor Questions (9, 9) **Bid Details** Scoring

Services - RFP

Bidder: **Transitions Commute Solutions, LLC**
 Submitted: **3/2/2018 11:23:13 AM**

Show Steps-to-Complete Standard View

1. Response Requirements

***1.1. General Terms & Conditions**

One or more items in this section are required.

* By checking this box you have read and agree to the City's Terms & Conditions.

[Click to open and read the General Terms and Conditions this transaction will be governed with.](#)

Enter your full name (Owner/Authorized Company Representative only):

1.2. Anti-Lobbying/Communication

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, Procurement Director, or as provided in the protest policy located at: www.bidocala.com/vendor-resources/

Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. *****

***1.3. Vendor Agreements**

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

Complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.

Agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)

Owner/Authorized Company Representative initials:

Bidder Certification (Non-Construction):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to execute a contract with the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Owner/Authorized Company Representative initials:

1.4. Insurance

Click [HERE](#) to download the Standard Insurance Requirements for the City of Ocala

*1.5. SPECIAL CONDITIONS

One or more items in this section are required.

LOBBYING RESTRICTIONS:

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

Typed Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:

CHARTER SERVICE:

49 U.S.C. 5323(d) and (r), 49 C.F.R. part 604

The Charter Bus requirements apply to contracts for operating public transportation service. The Charter Bus requirements flow down from FTA recipients and sub-recipients to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

ENERGY CONSERVATION:

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

The Energy Policy and Conservation requirements are applicable to all contracts. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

BUY AMERICA REQUIREMENTS:

49 U.S.C. 5323(j), 49 C.F.R. part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A bidder or offeror must submit to the FTA recipient (City of Ocala) the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

-----COMPLETE ONE OF THE BELOW CERTIFICATIONS-----

Certificate of Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date:

Typed signature:

Company:

Name:

Title:

Certificate of Non-Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date:

Typed Signature:

Company:

Name:

Title:

CARGO PREFERENCE REQUIREMENTS:

46 U.S.C. § 55305, 46 C.F.R. part 381

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ACCESS TO RECORDS AND REPORTS:

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES:

49 CFR Part 18

The Federal Changes requirement applies to all contracts.

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

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The No Obligation clause applies to all third party contracts that are federally funded. The No Obligation clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause applies to all third party contracts that are federally funded. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

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

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

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

TERMINATION:

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

a. Termination for Convenience (General Provision): The City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Ocala's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of

it in the manner the City of Ocala directs.

b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Ocala may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision): The City of Ocala, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

e. Termination for Convenience (Professional or Transit Service Contracts): The City of Ocala, by written notice, may terminate this contract, in whole or in part, when it is in the City of Ocala's interest. If this contract is terminated, the City of Ocala shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

g. Termination for Default (Transportation Services): If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of City of Ocala goods, the Contractor shall, upon direction of the City of Ocala, protect and preserve the goods until surrendered to the City of Ocala or its agent. The Contractor and City of Ocala shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

h. Termination for Convenience or Default (Architect and Engineering): City of Ocala may terminate this contract in whole or in part, for City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other

information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of City of Ocala, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Ocala may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Ocala resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Ocala in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Ocala, acts of another contractor in the performance of a contract with City of Ocala, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies City of Ocala in writing of the causes of delay. If, in the judgment of City of Ocala, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Ocala shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Ocala.

j. Termination for Convenience or Default (Architect and Engineering): The City of Ocala may terminate this contract in whole or in part, for the City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Ocala's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. City of Ocala has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the City of Ocala, the City of Ocala's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Ocala. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

k. Termination for Convenience or Default (Cost-Type Contracts): The City of Ocala may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of City of Ocala or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Ocala, or property supplied to the Contractor by the City of Ocala. If the termination is for default, the City of Ocala may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Ocala and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of City of Ocala, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for

payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the City of Ocala determines that the Contractor has an excusable reason for not performing, the City of Ocala, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in Accordance with the OMB guidelines at 2 C.F.R. part 180.

These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award;
- or
- f) Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the City of Ocala. If it is later determined by the City of Ocala that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS LAWS AND REGULATIONS AND REQUIREMENTS:

The following Federal Civil Rights laws and regulations apply to all contracts. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity: The City of Ocala is an Equal Opportunity Employer. As such, the City of Ocala agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Ocala agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of

U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

RESOLUTION OF BREACHES AND DISPUTES:

49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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 City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ocala, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor 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 of Florida, in which City of Ocala is located.

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 City of Ocala or Contractor 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.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS:

49 U.S.C. § 5333(b) ("13(c)"), 29 C.F.R. part 215

The Public Transportation Employee Protective Arrangements apply to each contract for

transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

The employee protective arrangements clause flows down to all third party contractors and their contracts at every tier.

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:
49 CFR Part 26

The Disadvantaged Business Enterprise (DBE) program applies to all prime contracts (excluding transit vehicle purchases).

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier.

Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this solicitation. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for contracts, when applicable.

Contractor shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of contracts.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

The incorporation of FTA terms applies to all contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E (or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

DRUG AND ALCOHOL TESTING:

49 U.S.C. §5331, 49 CFR Parts 653 and 654

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Drug and Alcohol Testing Option 1 -

The contractor agrees to: (a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2-

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3-

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

RECYCLED PRODUCTS:

42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000.

Recovered Materials:

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

BUS TESTING:

49 U.S.C. § 5318(e), 49 C.F.R. part 665

The Bus Testing requirements pertain only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

PROMPT PAYMENT:

49 CFR 26.29

Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in 49 CFR 26.29 that requires payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the Prime.

VETERANS EMPLOYMENT:

FTA Circular- 4220.1F - Chapter IV, Part 2, c.(1)

Recipients and subrecipients of Federal financial assistance under this contract shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

CONTRACT WORK HOURS AND SAFETY STANDARDS:

40 U.S.C. §§ 3701-3708, 29 C.F.R. part 5

The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Contract Work Hours and Safety Standards:

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40

U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT:
49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 29 C.F.R. part 3

The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Prevailing Wage and Anti-Kickback-

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics

employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination* made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

* Please refer to the prevailing wage determination in the solicitation.

SEISMIC SAFETY:

42 U.S.C. 7701 et seq., 49 C.F.R. part 41, Executive Order (E.O.) 12699

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings. The Seismic Safety requirements flow down from FTA recipients and sub-recipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

EMPLOYEE DISHONESTY/FIDELITY BOND, INSIDE MONEY AND SECURITIES COVERAGE:

Vendor shall obtain, at Vendor's expense, and keep in effect during the term of the contract, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or control of the vendor. Coverage limits shall not be less than \$ 1,000,000 . The policy shall include as loss payee City of Ocala.

PERFORMANCE BOND:

The successful Bidder shall furnish to the Owner a Performance Bond satisfactory to the City of Ocala. A bond in an amount not less than the Total Bid Price will be required of the successful Bidder to guarantee that they will deliver a completed project under their contract in strict accordance with the Contract Documents.

CONTRACT LENGTH:

The term of any resulting contract will be for 3 year(s).

CONTRACT RENEWAL:

The resulting contract may be renewed for up to 2 times, with each renewal a 3 year term with the written consent of both parties.

UPLOAD ANY REQUESTED AND ADDITIONAL DOCUMENTS HERE REQUESTED AND ADDITIONAL DOCUMENTS



Not Uploaded

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

SOLICITATION DOCUMENTS:

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: <http://www.bidocala.com/>

ProRFx Florida: <http://florida.prorfx.com/>

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

ADA NEEDS:

Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

CLARIFICATIONS AND CORRECTIONS:

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

PERFORMANCE EVALUATION:

At the end of the contract, the City may evaluate vendor performance. This evaluation will become public record.

SAFETY AND ENVIRONMENTAL:

Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-629-8359.

Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

BIDDER CONTRACTS:

Bidder contracts/agreements will not be accepted. City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

CONFLICT OF INTEREST:

Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

CONTRACT FAILURE - BIDDING SUSPENSION

I understand and agree to the following:

Bidders who submit a bid and/or enter into a contract with the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:

a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

1.6. Electronic Bid Response

ELECTRONIC BID RESPONSE REQUIRED:

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: www.bidocala.com or www.prorfx.com

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

1.7.1. VEHICLE REVENUE PER HOUR PRICE

Item 1 of 1

Qty 31500

Unit of Measure HOUR

Type of Product PER REVENUE HOUR PRICE

MFG Name ----

MFG Part No ----

Description of what is needed Proposed rate per revenue hour

Your Bid (Unit Price in \$)


2. RFP Response Documents

*2.1. Upload RFP Response HERE

One or more items in this section are required.

Upload your company's complete proposal response and all supporting documents HERE.

 [17-18 Master...](#) (PDF, 25.0 KB)

 [RFP_Response...](#) (PDF, 917.6 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

*2.2. Exhibit B- Cost Proposal Form

One or more items in this section are required.

Upload your company's completed Exhibit B- Cost Proposal Form HERE

 [Exhibit B C...](#) (PDF, 130.9 KB)

 [Exhibit B C...](#) (PDF, 77.0 KB)

 [Exhibit B C...](#) (PDF, 76.8 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

City of Ocala



March 2, 2018

Request for Proposals
For
Transit Management Services
for
Ocala's Suntran Transit System
in
Ocala, FL

Response By



Managing Commutes - Bridging Communities

COVER LETTER

March 2, 2018

RE: RFP Transit Management Services for City of Ocala (Suntran Transit System)

Dear City of Ocala Staff and Selection Committee Members,

I extend my personal thanks for allowing Transitions Commute Solutions, LLC the opportunity to bid and potentially operate transit services for the City of Ocala.

We have carefully reviewed the Request for Proposal. In response, we are submitting this along with one (1) original hard paper copy, four (4) copies and one (1) digital copy as requested.

Since October 2012, our team has taken great pride in supporting both the operational goals of the Coastal Regional Commission (CRC), Middle Georgia Regional Commission (MGRC), and Three Rivers Regional Commission (TRRC), Department of Health and Human Services, Federal Transit Administration and Enterprise Holdings by providing call center operations and consulting services to support for their residents and customers. We would look forward to bringing the same high standards for customer service to the Suntran Transit System.

Over the last decade, our staff has supported the management and development of transportation resources throughout the United States. Our success extends beyond operational cost containment measures, but by the dedication our team has for the programs we serve. We strongly believe that we have the ability to provide the City of Ocala the best overall service based on pricing, management approach, Government regulator knowledge, services, marketing/ growth, and daily operational requirements. This approach improves transportation programs, reduces expenditures consumed by companies with limited or no paratransit management experience and improves Local, State, and Federal compliance in regards to any style of programs and policies.

We are excited about the potential opportunity to create a partnership where shared values and goals will lead to a successful and well operated program. As an invested partner in your services and community, I, and my Executive staff, are committed to, and will be personally involved in creating programs that best meet the needs of the commuters. If you have any additional questions, or require additional information to assist in the evaluation process, please contact me at (407) 779-5983.

Sincerely,



Justin Rison, CEO

Background and Experience

Transitions understands it is the desire of City of Ocala to obtain the services of a qualified professional transit organization with the demonstrated knowledge, experience, competence, resources, and familiarity with the provision of high quality public / private transit services designed to serve the local population while applying cost containment. As such, Transitions confirms our ability to offer services which support the following requirements of the Transit Management RFP as well as all compliance measure for FTA, DOT, Transportation Disadvantaged and State requirements.

As the current provider of transit services for the Coastal Regional Commission, Coweta County Transit, Department of Health and Human Services, and Three Rivers Regional Commission covering over 20 counties, our goal is to continue to improve the services offered and extend the operational program goals of the City of Ocala. Our current service areas encompass both Urban and Rural DOT environments including Fixed Route, Augmented Fixed Route, Paratransit and Vanpool services. As promised and delivered over the last 8 years, contractors of Transitions have benefited from our consolidated approach to management that has been cost effective for the all of the organizations we serve. If awarded, we will improve all aspects of the transportation offerings within City of Ocala.

Today, we support and manage contractual and non-contractual transportation programs in two states. Our integrated work approach combines the knowledge of industry standard resources with a forensic understanding of fleet management. We exceed customer expectations by ensuring our staff maintains ownership of the programs and awareness of the mission and goals of our customer. Our offer to City of Ocala and its current transportation participants is to provide a program hailed by our current customers as the best price and value for their agency.

Transitions has a high regard for the dedication City of Ocala makes to the Suntran Transit System, and we commend the significant efforts made to ensure quality services are provided to the region. As such, our approach will combine a network of value-added resources demonstrating our respect and commitment.

The Transitions team brings a historical program understanding of the FDOT programming and offers an innovative and customer-centric approach to the commuters of City of Ocala that provides the following features and benefits:

- **Management and Administrative Services** to successfully operate an FDOT and FTA compliant Urban and Rural Transportation Program within City of Ocala for covering all required services hours.
- **Day to Day supervision of the program** to comply with all FTA and FDOT policies including Drug and Alcohol Zero Tolerance Testing Policy and City of Ocala Title VI Plan provisions.
- **Local City based staff will oversee all maintenance and vehicle upkeep standards** to ensure the best efficacy for local match dollars spent.
- **Exemplary customer and vehicle service response times** that will make City of Ocala a more convenient, hassle-free experience for participants. As a true transportation provider, we understand the importance of program reliability to our customers.
- **A strong will to consistently improve transit offerings** to the communities we serve as well as advocating for transportation on a state level with organizations such as FPTA, ACT and APTA.

Founded in 2010 and headquartered in Winter Garden, FL, Transitions Commute Solutions, LLC is an independently owned, woman, veteran and minority owned, self-certified Transportation Disadvantaged small business. Currently employing a team 159 employees including managers, call center personnel, office staff and drivers, our corporate headquarters manages company-wide operations, financial management, human resources and executive functions based in the Southeast US.

Organizational Chart Attached.

Transitions Commute Solutions is a transportation program management and transit coordination driven organization with a diverse background in Local, State, Federal and Private transportation contracting. Our major business units are Transit, Paratransit and Vanpool/Carshare operations with DOT, FTA, DHHS and private entities, national consultancy for multimodal transportation companies, and call center operations to support the provision and coordination of transportation services.

For over 7 years Transitions has excelled as a provider of coordinated paratransit subscription-based transportation, augmented fixed route transit and call center / dispatch / scheduling / routing services for the Coastal Regional Commission, Middle Georgia Regional Commission, the Department of Health and Human Services and Three Rivers Regional Commission covering over 20 counties and Metropolitan areas within the Southeast United States. Transitions also provides support to the Georgia Housing Authority and NEMT transportation for Southeast Trans. As such, our call center receives and processes calls, emails, electronic trip orders, and routes, coordinates multi agency trip requests, provides customer service, as well as insurance, compliant resolution and reconcile administrative documentation, creates invoices and provides weekly and monthly usage reports for our customers. This allows our local management team to focus on customer service, contract compliance, and program auditing which provides the industry benchmark for user satisfaction.

We have found that true coordination and cost sharing is one of the most successful components of thriving transit systems. We benchmark with authorities all over the nation to improve our offering and coordination capabilities. Each location requires a unique approach to improve the transportation offerings and our company's national reach and partnerships offers the best opportunity improve the Suntran Transit's national recognition.

Contractors who choose Transitions as their provider have found success through reliable management, dedicated drivers, timely routes and services, local convenience, outstanding customer service and superior fleet management program consulting. Our contract stakeholders receive the knowledge, dedication and effort of our entire team - not simply a local manager. As a transportation consultant, we have access to an internal view of many operations around the country, which offers extensive knowledge in best practices that can be customized to suit the diverse needs of each client. As outlined in the below table, our services meet or exceed all operational and managerial requirements listed in the RFP.

Standard Program Requirements	Transitions Meets or Exceeds	Comment
Transit Management Company		
Overall Management of the day to day operation of Suntran Transit.	√	No concerns noted.
Recruitment, development, training, and employment of all personnel necessary to operate Suntran Transit.	√	No concerns noted.
Development and Implementation of a business plan to improve cost-recovery and increase ridership.	√	No concerns noted.
Development and implementation of all necessary operation and maintenance policies and procedures.	√	Will meet or exceed
Transit planning, marketing, real estate management, equipment and facility utilization and maintenance, security, routes, scheduling, fares, services standards, purchasing, accounting, budgeting, safety and insurance coverage.	√	No concerns noted
Negotiation and administration of any labor contracts, including 13 © assurances.	√	Will meet all applicable standards.
Public relations, equipment specifications, grant applications and all other normal managerial functions common to the day to day operation of Suntran Transit, including administration of service contracts.	√	No concerns noted.
Recommendation and Implementation of service delivery innovations to improve the customer experience and increase overall system efficiencies, including smart phone applications, GIS-based real time information systems and service planning tools.	√	No concerns noted.
Alignment with the City of Ocala’s long-range planning goals outlined in the Map for Ocala, including incorporation of Priority Investment Areas in future transit planning.	√	No concerns noted
Administer Suntran Transit defined benefit program.	√	No concerns noted.

Transitions Commute Solutions has never been in a period of corrective action, nor have we ever had a contract terminated. We have maintained all contracts we have ever been awarded, this is done through a team approach and constant communication to ensure all program goals are being met. Through multiple Triennial Reviews and FTA audits Transitions Commute Solutions has been commended by auditors for our preparedness and thorough documentation, resulting in only non-material findings from recent (the week before) changes in FTA circulars.

Organization and Key Personnel

Proposed General Manager (Full Resume Available Upon Request)

James Brown: With over 10 years of Private and Public transit experience Mr. Brown has developed a high energy, people first leadership style. Overseeing both Fixed Route and Paratransit services Brown has led a team in excess of 158 employees and 110 vehicles has produced \$1 million + savings for transit agencies across the country. He has worked with transit organizations in 6 states and is a proven leader in public transit within the Southeast United States.

James holds a Bachelor's Degree from the University of Central Florida and numerous leadership awards from Fortune 500 companies from his previous fleet management experience. Brown receives consistent praise from transit professionals all over the country and has produced the benchmark in any operation he oversees.

His skills bring an intuitive ability to define the most efficient and effective method to meet organizational and contractual goals and objectives while leveraging all available resources to position our stakeholders for a positive future.

Proposed Call Center Manager

Shakai Joyner: As Regional Customer Service and Call Center Manager, Ms. Joyner is responsible for the leadership and management of the Transitions call center and data management team. Her oversight of 1 assistant manager and 13 employees including customer service training and development. Concurrently, Joyner oversees systems utilization, performance statistics, and key performance indicators of the entire center, contract compliance and conflict resolution.

Shakai studied at the University of South Carolina, obtaining a Bachelor's Degree in Management and currently holds a Master Scheduler certification from RouteMatch. With over a decade of experience providing customer service, 5 in progressive management, Ms. Joyner leads her team supporting 1200 inbound calls a day supporting 20 counties, 145 drivers, and programs totaling \$7.5 million in annual revenues. Under the management of Ms. Joyner, Transitions call center exceeds all compliance measures for customer satisfaction, response times, complaint resolution and reporting.

EXECUTIVE MANAGEMENT

The support of our Executive Team is within the **fully allocated cost proposed for this contract**. All travel and time associated in creating and supporting the provision of services will not exceed the amount stated in the cost proposal. Transitions is committed to efficient management and will provide these support personnel on an as needed and as requested basis.

Justin A. Rison: As the President and Chief Executive Officer, Mr. Rison is responsible for the executive leadership of the company's national consulting and transportation demand management services. In addition to managing the corporate and strategic goals of the company, Rison focuses on key long-term strategies which include the application and support of federal policies, programs and public / private relationships for paratransit and vanpool systems.

Early in his transportation career, he expanded service operations by developing a private sector business model as the owner/operator of a vanpool fleet management company supporting government agency transit models in seven states. Later, he supported governmental opportunities for a national commuter transportation provider. He has successfully managed staff and resources to expand vanpool growth with Enterprise Rideshare, making him a highly sought after professional in the industry. With expertise in sustainable commute options, supplemental funding sources and innovative solutions to transportation demand management techniques, Rison offers valuable

business and industry management relationship skills to prospective clients and is exceptional in his ability to manage contractually-based public/private partnerships.

Jimmie Green: As our Vice President and Chief Administrative Officer, Mr. Green indirectly manages staff and resources in twenty counties, over 90 employees and 80 operational units. With oversight of route construction, vehicle maintenance and staff planning, Jimmie insures efficiencies are made using key Transitions web based applications to safely manage resources. Jimmie will support direct day to day operations by reviewing weekly and monthly administrative functions.

Mr. Green is a retired United States Army veteran and has an additional 15 years managing transit services working for Greyhound. He also managed staff, vehicles operations and equipment for the Savannah Regional Airport making him extremely proficient in fleet management and local geographic knowledge. His background provides key review of fleet and maintenance concerns for our on-location audit team.

Julie A. Christian: As the Chief Marketing Officer, Mrs. Christian is responsible for the administrative and marketing leadership of the company's national consulting and transportation demand management services. In addition to managing the day-to-day marketing and organizational functions, Christian focuses on key operations, which include marketing research, contractual compliance, employee programs, and community outreach and client relationship management.

Christian's professional experience as a transportation manager for a Fortune 500 Pharmaceutical company, project manager for a national fleet management company and her involvement on the board and multiple committees for non-profit Transportation Management Associations provide her key and unique insight relating to the operational needs of commuters and commute programs.

Mrs. Christian has been recognized by the Association of Commuter Transportation (ACT) as one of the Top 40 Under 40 TDM professionals in the nation.

Ron Herman: As the Human Resources Director, Mr. Herman is responsible for the hiring and retention of individuals who meet the high standards associated with Transitions professionals. Mr. Herman facilitates all aspects of employee on boarding, including orientation and training programs, as well as standard human resources functions for all current staff including evaluations, payroll activities and application and enforcement of Transitions policies and procedures.

Herman has an additional 25 years of Human Resource and Auditing experience serving in the United State Federal Government and bring a wealth of knowledge in the realm of Local, State, and Federal employment practices and guidelines. He also administers and supports operational compliance with our Drug and Alcohol program.

Jeff Beccaris: As Director of Finance, Mr. Beccaris is responsible for the accounting operations of the company including weekly, monthly, quarterly, annually and ad hoc financial reporting. Further

responsibilities including maintaining standard operating procedures coupled with managing accounting system controls. In addition, he provides accounting recommendations and guidance to management, maintains company funding while supporting development and review.

Jeff graduated from Pennsylvania State University and currently possesses over 15 years of accounting and finance experience.

Transitions Commute Solutions is always interested in maintaining qualified individuals that have been with the program prior to our arrival and are well received by the systems we serve. If any of the current staff fall into that category, at any level, Transitions will make every effort to ensure continued employment for those individuals.

Management Approach

General Approach

Transitions Commute Solutions is a policy driven company that utilizes industry standards to produce a consistent product across all of our business units. Transitions will insure that our services comply with the following minimum pick-up and delivery service requirements which shall be delineated in any applicable transportation service agreements:

- Transitions' on-time performance is standard practice. Our vehicles will consistently be on time for pick-up and delivery, unless there are extenuating circumstances beyond our control. **A 95% on-time performance will be maintained for all our drivers and trips.**
- Pick-up and delivery window will be performed as requested by CITY. With the exception that consumers are not to be picked up prior to the end of an appointment or activity. Transitions will give notification to the consumer in the event of unavoidable delays.
- Consumers must be on time for appointments unless there are extenuating circumstances beyond the control of Transitions or the driver. Transitions will notify the consumer in the event of unavoidable delays.
- Transitions will ensure that the duration of each consumer's transport is no more than 45 minutes longer than the average travel time required for direct transport from the consumer's point of pick up to the consumer's destination.
- Late arrival by more than 20 minutes will be reported to the dispatcher for the purpose of notifying the consumer of the late arrival. Transitions will advise scheduled riders of alternate pick up arrangements, as required, when late arrivals will occur within a given route.
- Driver will wait five minutes or as determined by the Suntran after the appointed pick-up time before recognizing passenger as a "no-show".
- Drivers will support and enforce a no smoking, drinking, or eating policy on a vehicle.
- Driver will assist all passengers on and off loading a given vehicle.
- Transitions will monitor trips to ensure that consumers are picked-up and delivered timely.

- Driver will record all data relevant for monthly reporting via written and electronic processes.
- Driver will conduct both pre and post trip vehicle inspections and report relevant findings to a supervisor.

Reconciliation and Routing Software Validation

Optimized routing, Shiftplanning manpower scheduling, vehicle AVL tracking, and daily route sheets are all reconciled to ensure proper billing of hours, including trip totals and categorization. Company policies promote the most efficient use of time and back-end tracking processes verify that no undue billing occurs.

Transitions staff are experts in all forms of routing software including MAP, Routematch, Avail Tech, Fleetmatics and Remix.

Driver Eligibility Requirements

As required, paratransit drivers will adhere to all applicable Federal regulations and policies established by USDOT, FTA and the Suntran regarding drug and alcohol testing for the transit system. Employees shall:

- Submit to pre-employment, random, post-accident, and reasonable suspicion drug testing as ordered by the Suntran. Failure to do so will result in termination of driver.
- Possess a valid driver's license.
- Support a "zero" tolerance policy on offenses deemed so by the Suntran.
- Be 24 years of age or older.
- All "safety sensitive employees" will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.
- Have no more than two moving violations and/or at-fault accidents in the previous three years and no more than four moving violations and/or at-fault accidents in the previous five years.
- Have no major convictions in the past five years (e.g. driving under the influence of alcohol or drugs, failure to stop and report an accident, driving while license is suspended or revoked, reckless driving, etc.).
- Be licensed for a minimum of five years in the United States.
- Meet and comply with any laws/criteria required by the state.
- Review standard operating procedures relating to use of cell phone. All drivers are prohibited from use of personal cell phone and texting while driving a company vehicle.
- The driver will not be required to have his or her own insurance.

Once employed, Transitions will complete a checklist for successful safety-sensitive employee applications. Approved drivers will be instructed to report any changes in their motor vehicle registration or licensing status that may affect their eligibility as an approved driver. Lastly, Driver Motor Vehicle Record (MVR) will be reviewed annually to ensure that drivers continue to meet the criteria of an approved driver.

Complaint Resolution

Standardized regional phone numbers are processed in the consolidated call center. Because of this system, the call center is generally the first contact point regarding concerns or complaints. The complaint resolution and tracking process is initiated by the call center and immediately logged within our program message board. This process alerts all management and stakeholders instantly through email alerts. Our messaging board system is also used for weather, traffic, and regional awareness alerts keeping all informed of potential concerns. The call center leads the investigation and reporting process regarding complaints. Results are communicated to the operational and executive management team. A formal response will be provided to the City, detailing findings, proposed mitigation, tactics and resolutions techniques. Many steps of Six Sigma are followed to determine the root cause of a given complaint, developing strategies to combat a repeat concern in the future. Companywide, on average, Transitions responds to less than 4 formal complaints a year for over 500,000 performed trips. Transitions prides ourselves on an open and swift communication process which resolves issues before they become active complaints.

Comprehensive Technical Familiarity with the Core Tasks

Over the last eight years, Transitions has proudly operated as a regional and community partner with many transit systems and programs in the southeast including Florida, Georgia, Mississippi, Florida, South Carolina, and Tennessee. We are also extremely proud never been removed from a contract and have been awarded all renewals for programs we operate and support.

Every step of the way, we have created program ownership to reduce expenses and improve customer service for the regions we contract with, including:

- Reduced excessive unrealized work hours and overtime expenses from previous contract holders or community managed programs.
- The correct amount of staff hours relating to performance, greatly reducing employee expenses.
- Instituting a driver and staff “dress code” requiring a staff uniform to improve both the professional appearance of drivers and the customer experience.
- Insuring all drivers are 100% compliant relating to all United States Department of Transportation, Federal Transit Administration, Department of Health and Human Services, training and screening requirements.
- Utilizing on-line staff resource tools for staff schedules, policies and information, fully accessible by transit partners.
- Utilizing on-line maintenance records to provide full transparent accountability to transit partners; reducing maintenance expenses and vehicle down time from previous providers.
- Utilizing on-line incident and management reporting to provide transparency and improved communications with transit partners.
- Creating programs to reduce fuel consumption and 100 percent accountability of all fuel usage expenses; improve vehicle sanitation levels.
- Increasing wages for all staff and creating a diversified management team.

- Creating and maintaining on-time and at-fault accident performance standards, which outperformed national benchmarks for all years in service.

In addition to our contracted services, Transitions has served as a vested partner with both our transit partners and the surrounding communities. Over the length of our various contracts, we have supported local communities by:

- Supporting and developing and launch of a regional call center, generating \$120,000/year in operational rental income for a local government agency.
- Supporting the Georgia Transit Association (GTA) annual conference, which generated over \$100,000 to the local economy for Jekyll Island in 2015 and again for Savannah for 2017.
- Creating an annual “driver day” event for all families and staff that are employed by Transitions in all company regions to recognize the outstanding efforts of their service to the community.
- Supporting local non-profit and community outreach groups which include: Greenbriar Children's Center, VA Outpatient Clinic, Tom D. Austin House, Ronald McDonald House Charities, Wesley Academy of Early Learning, Toys for Tots, One Warm Coat, Pilgrim Baptist Church, Casa Glynn, St. Jude’s Hospital, and the Juvenile Diabetes Research Foundation.
- Creating Transitions’ annual food drive event, “Fill Vans with Cans,” a food drive in which proceeds are distributed to local food pantries.
- Creating Transitions’ event, Lunch Boxes for Learning: Providing lunch boxes and nutritious food provided to low-income children.
- Contributing to the McIntosh County Office of the Sheriff’s Georgia Sheriffs' Youth Homes

Our integrated work approach combines the knowledge of industry standard resources with a forensic understanding of fleet management. In addition, we exceed customer expectations by ensuring all staff maintain ownership and program awareness relating to the mission and goals of our customer including community involvement.

We continuously review our operational systems to improve results, ensure compliance and to extend operational program goals. Our offer to the CITY and its current transportation participants will continue to be a program embraced by our current customers as the best value and price.

We understand and maintain compliance with all measures respective to ADA, EEO, 49 CFR 40, 655, 654, 653, and all applicable Florida administrative codes. Transitions will operate in a manner that supports the goals of the contract and maintains a partnership with the CITY to ensure residents receive service. As such and if awarded, Transitions will respond as requested to any and all requirements, policies, regulations and conditions that may be required by FDOT, CITY and/or member counties and any other applicable federal, state or local entities as needed to provide service under the requirements of the contract.

We will provide best in class customer service through our extensive customer service training programs and consolidated call center. Utilizing the routing software database for scheduling, dispatching and routing services, we will further support effective / efficient routes. Drivers will receive quality training and the most effective routes, providing the best opportunity for success

each day. By staying current with all federal funding regulations, FAST-ACT guidelines and necessary requirements for drug and alcohol monitoring programs for FTA and USDOT regulations, we ensure program compliancy for our company and our partners.

We are an active participant within the Commuter Transportation Association of America (CTAA) the Association for Commuter Transportation (ACT), with our CEO serving as the past Vice President for the Southeast division of ACT (2014-2015) and now serves as an active Georgia Transit Association Board of Directors, Treasurer and Conference Chair, is the GTA Treasurer for 2017-2018 and the GTA Conference Chairman 2014, 2015, 2016 and 2017. All of our executive staff and management staff participate on local public transportation boards within the communities we provide transportation. In addition, we support or serve on workforce development boards, community improvement boards and several not-for-profit foundations as either board members or as a corporate sponsor.

Budget Management

Transition's Management and Finance team are subject matter experts in funds granted through the Federal Transit Administration (FTA), United States Department of Transportation (USDOT), Florida Department of Transportation (FDOT), and all components of the Department of Health and Human Services (DHHS) and can provide best in class funds management for the City of Ocala with the focus on public transit systems.

From our first day of transit operations and consultancy, our company has focused solely on underserved populations and under funded programs where better management of grants and funding streams could vastly improve the quality of life for commuters. The development of grant and fund management is an effort done in concert with all local stakeholders to promote ownership in the program's success. Transitions maintains proprietary processes and fiscal knowledge which have had great effect on the systems we currently serve and would assist City of Ocala in not only managing current levels, but increasing the efficacy of dollars spent in the region.

With over 60 years of fleet and transit budgeting experience Transitions provides first class budgeting, forecasting and reporting knowledge, specifically for Federal Government, DOT and FTA contracting.

Revenue Short Fall

Funded to Keep Your Program Operational

As stated with many FTA and USDOT supported programs, a 30-45 day window may occur prior to payment from the date of final monthly invoice. On occasion, this timeframe for payment can exceed 90 days from the point the expense occurred. This delay can negatively impact many transit agencies and small businesses managing paratransit programs. In the process of managing our current programs, Transitions has never shut down services based on delayed payments by FTA USDOT, DHHS, Commissions, or transit authorities. Because we understand the funding constraints placed on transit organizations, we have proactively sourced long term funding options with our lending partner, Aegis Business Solutions.

In addition to our own internal control mechanisms, Transitions reviews methods to increase funding with a strict understanding of the guidelines which manage state and federal funding sources. Transitions' executive team performs outreach in our regions to solicit purchase of service agreements for transportation, which can aid in local match funding sources

Transition

Eight Weeks Pre-Conversion

Transitions and the City will meet to create a program transitional plan. Consideration and preference will be given to existing dedication support staff in the region. In addition, the Department of Labor and local military establishments will be contacted for potential job recruitment activities.

We will establish a priority list and identify key contractual/program differences that need to be communicated to current participants (e.g. changes, details of Transitions program, salary, staffing plan, etc.). By doing this, we will:

- Identify documents that need to be created to communicate changes to participants.
- Identify communication channels to be used to communicate information with participants.
- Establish weekly conference call schedule to determine needs / tasks, update status, etc.

As well as the following:

Recruitment meeting will be conducted to determine new drivers and staff to support program. Driver screening will be conducted to meet all program requirements and DOT policies for current employee retention and provide

- Details about Transitions program.
- Contact new hire personnel.
- Driver approval process and deadlines.
- Reporting and training requirements and deadlines.
- Establish training program for new staff.
- Establish office location.
- Establish needs lists relating to City of Ocala / Transitions.

Four Weeks to One Week Pre-Conversion

- Driver Training
- Transitions employment training
- Full vehicle inspection is conducted in the presence and with the City. Vehicles concerns are noted and logged.
- Gas card provided (if applicable).
- Maintenance schedule, payment schedule, insurance parameters and vehicle features are reviewed.
- Appropriate local contact points and customer service information is provided to drivers.

One Week - Post Award:

- Review routes, staff schedules for program inefficiencies.
- Continue conducting on-site meetings at work with drivers.
- Develop marketing materials and signage specific to the City.
- Address any unexpected issue related to program changes or participant concerns.

Thirty Days Post-Delivery

- Review monthly activity to develop action to promote cost reductions in program operations.
- Determine effective measurable goals.
- Create tracking systems to calculate / track measurable goals.
- Incentive offering for drivers to achieve goals.



As this response demonstrates, Transitions possesses the past performance experience, ability, staff management experience, fleet knowledge and ancillary resources to effectively manage the Suntran Transit System. With transit experience in 30 states, we effectively manage Federal, State, private and public commuters programs. Over the last eight years, commuters and communities have turned to Transitions for improved customer service, greater fleet options and value-based pricing models. By developing new markets and replacing outdated business models in both open market systems and with closed contract awards, we continue to find ways to improve the public transit business model. Our customers and contract stakeholders have rewarded us with numerous referrals and praise. When you allow Transitions to manage your commute, we will bridge your communities. For us, this is not just a statement on our logo, but an affirmation of the positive impact well managed transit programs have for a region.

Our goal for the City of Ocala and the Suntran Transit system is fully summarized in our Mission Statement:

To provide holistic, excellence driven, community-focused transportation solutions which empower wellness, employment, education and connectivity through sustainable, affordable, and innovative business practices that improve the quality of life for commuters.

Lastly, while industry growth is good business, our success is not and will not be measured by the expansion of contracts, but by our ability to successfully build positive transit models and programs. We provide our customers with industry leading transportation management experience and the by-product of which is growth. When you entrust your customers with Transitions, our goal is to exceed expectations at **all** levels of service.

PROPOSERS IDENTIFICATION AND QUALIFICATION INFORMATION FORM

a. Identification of Respondent:

Name of Organization: Transitions Commute Solutions, LLC

Business Address: 45 W. Smith St. Winter Garden, FL 34787

Telephone Number: (800) 865-6302

Years in Business at this Location: 8

b. Name and Title of Individual to Contact for Further Information:

James Brown, Chief Operating Officer

James.Brown@transit4u.com

(800) 865-6302 x4

c. Legal Status of Organization:

Limited Liability Company (LLC)

d. Has Respondent or any Officer or Partner of Respondent failed to complete a contract?

NO

e. Location of central office that will provide overall administration and management of the project:

45 W. Smith St. Winter Garden, FL 34787

f. Is any litigation pending against respondent or any officer or partner of respondent?

NO

ATTACHMENT 1

FINANCIAL STATEMENT

As a private company, Transitions is supported by Aegis Business Credit, a Florida based lending firm. Transitions is a financially strong company and prepared to meet all obligations of the City of Ocala for the term of the contract.

A letter of fiscal stability from Aegis is provided below to ensure security in the provision of transportation services for City of Ocala.

Please see following page for corresponding documentation.



February 28, 2018

Reference: Transitions Commute Solutions, LLC
City of Ocala, Florida

On behalf of our client, Transitions Commute Solutions, LLC (“Transitions”), I am writing to confirm that Aegis Business Credit has provided Transitions with a revolving credit facility with a maximum amount in the low seven figures. This facility provides funding for working capital. Aegis is a finance company, which provides working capital solutions to a variety of clients.

Transitions has been a client of Aegis for over five years, is considered to be in good standing with us and may access funds in accordance with the legal documentation governing the facility held by Aegis.

Best Regards,

AEGIS BUSINESS CREDIT, LLC

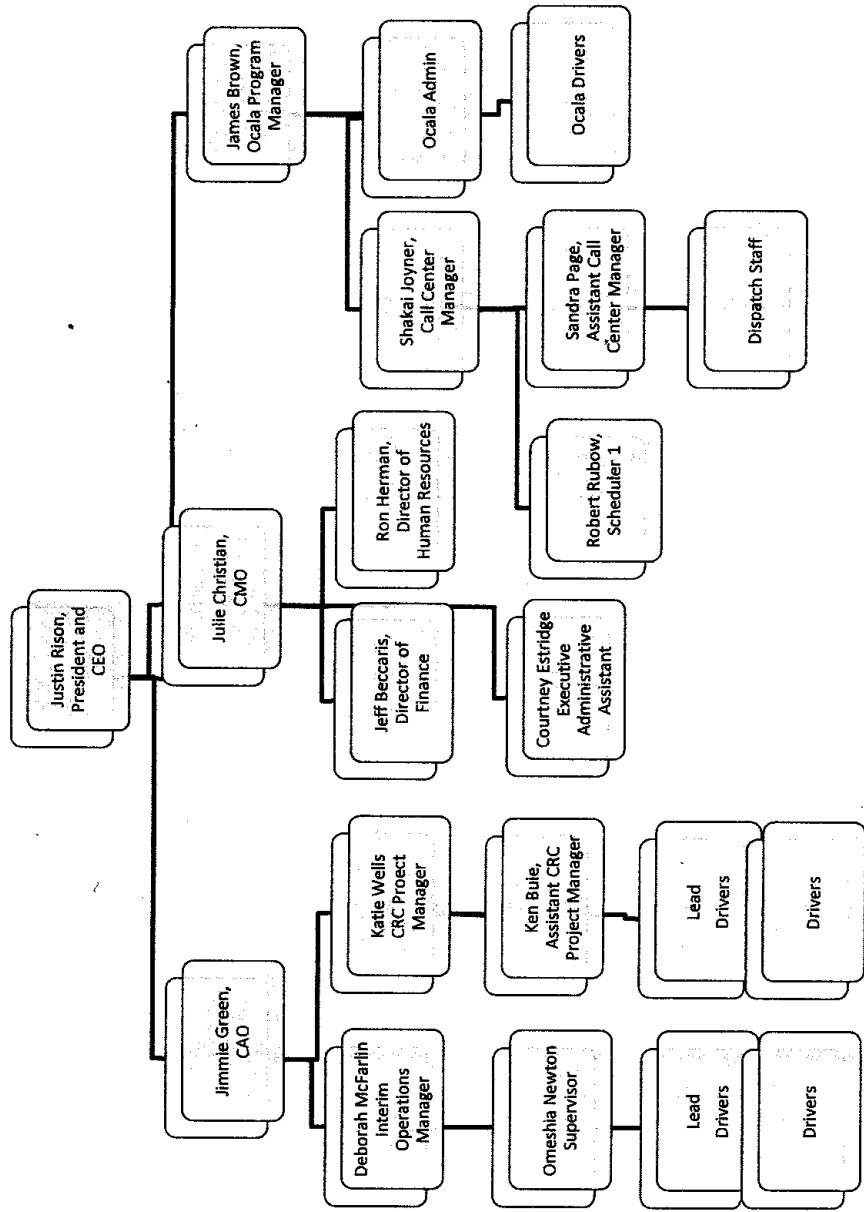
A handwritten signature in black ink that reads 'Barbara Wilhelm' with a stylized flourish at the end.

Barbara Wilhelm
Chief Operations Officer

ATTACHMENT 2

Organizational Chart

Please see following page for corresponding documentation.



Organizational Chart, Transitions Commute Solutions, LLC October 1st, 2016

ATTACHMENT 3

REFERENCES

Coastal Regional Commission

Don Masisak		Transportation Director		
<i>Contact Person</i>		<i>Title</i>		

1181 Coastal Dr. SW		Darien,	GA	31305
<i>Address</i>	<i>P.O. Box</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

912-437-0830

Phone Number

Three Rivers Regional Commission

Robert Hiatt		Director of Transportation and Workforce Dev.		
<i>Contact Person</i>		<i>Title</i>		

120 N. Hill St.		Griffin,	GA	30223
<i>Address</i>	<i>P.O. Box</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

678-692-0510

Phone Number

Department of Health and Human Services

Linda Sisco		Transportation Manager, Department of Health and Human Services		
<i>Contact Person</i>		<i>Title</i>		

	PO Box 4880	Eastman	GA	31023
<i>Address</i>	<i>P.O. Box</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

770-229-3205

Phone Number

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Transitions Commute Solutions	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) C	
<input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) PO Box 770820	Requester's name and address (optional)
City, state, and ZIP code Winter Garden, FL 34777	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number 27-367276

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/31/17
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COST SCHEDULE BREAKDOWN FOR REVENUE HOURS

Complete the attached forms detailing unit and total costs for key items in each of your proposals. Your total costs, divided by the annual revenue hours, should total to the fixed revenue hourly rate you specified in the Revenue Hour Cost Table.

COST SCHEDULE FOR REVENUE HOURS

Personnel	Annual Hours	Hourly Wage Salary	Fringe & Health Benefits	Total Annual Cost
Full-Time Drivers	49950	\$14.50	\$144,855	\$869,130
Part-Time Drivers	8320	\$14.00	\$23,296	\$139,776
Street Supervisors	4160	\$16.00	\$13,312	\$79,872
Dispatchers	4160	\$15.00	\$12,480	\$74,880
Maintenance Manager	2080	\$28.85	\$19,500	\$72,009
Mechanics	4160	\$21.75	\$18,096	\$108,576
Administrative/Clerical				
a. Administrative Asst	2080	\$31.00	\$12,896	\$77,376
b. Program Manager	2080	\$31.00	\$12,896	\$77,376
c.				
Other				
a. Human Resources	2080	\$10.00	\$3,120	\$23,920
b. Bookkeeper	2080	\$10.00	\$3,120	\$23,920
c.				
Subtotal	81150		\$263,571	\$1,546,835

1. REVENUE HOUR COSTS

Please complete the following forms to indicate scheduled revenue hour charge. Fill out all tables.

For Contract Years One, Two, and Three, the City will pay the rate for each hour of service operated as proposed in the table below. Should the City decide to extend the Agreement, compensation in Contract Years four through ten will be subject to negotiation between both parties at the end of each contract year. There will not be separate pay rates for weekday versus weekend service or special trip requests or for any other service (if provided).

The calculation of total cost will include the cost to the City, as well as any indirect costs of the City associated with monitoring the contract.

YEARS 1-3			
Service	Annual Revenue Hours*	Proposed Rate	Vehicle Revenue Hour Rate
Fixed Route Transit System Service (City of Ocala provides the vehicles)	31,500	\$58.50	\$1,842,750

*These are estimated hours only. Actual payment will be made on the actual service hours provided

Maintenance and Subcontracted Services

Maintenance	Total Annual Cost
Tires	\$91,263
Parts & Supplies	\$81,364
Bus Wash Supplies & Other	\$54,139
Oil & Lubricants	\$38,671
Description of Subcontracted Services	
a. Fleet Wash	\$30,478
b.	
c.	
Other	
a.	
b.	
c.	
Subtotal	\$295,915



MEMORANDUM

MARCH 23, 2018

TO: TPO MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: FY 2018/19-2019/20 UNIFIED PLANNING WORK PROGRAM (UPWP)

Attached please find the FY 2018/19-19/20 draft UPWP. As you will recall, the UPWP serves as the TPO staff's two-year work outline and budget and is effective on July 1. Our allocation for each funding source included in the UPWP is as follows:

	FY 2018/19	FY 2019/20
PL	\$807,110	\$550,000
Section 5305(d)	\$74,876	\$78,097
TD	\$26,821	\$26,821

The FY 2018/19 PL allocation includes a \$310,000 carryforward from the previous UPWP. The FY 2019/2020 allocation is an initial estimate and will be updated early next year when the actual allocations are made available.

The UPWP covers routine activities such as traffic counts, TIP development, and public involvement as well as various studies. For the next two years, staff will be working on several plans including an update to the 2045 Long Range Transportation Plan (LRTP), an update to the Pennsylvania Avenue study, the NE 8th Avenue Road Diet, Corridor Assessments for CR 484 and US 27, Trail Safety and Supporting Facilities Study and the Nature Coast Trail Feasibility Study.

Staff is requesting approval of the UPWP for submittal to FDOT. Upon approval, staff will submit to FDOT for review and bring back the final draft at the April 24th meeting. If you have any questions, please contact our office at 629-8297.



UNIFIED PLANNING WORK PROGRAM

Fiscal Years 2018/2019—2019/2020

Effective Date: July 1, 2018—June 30, 2020

Adoption Date: April 24, 2018

Prepared by the
Ocala/Marion County Transportation Planning Organization
201 SE 3rd Street Second Floor
Ocala, Florida 34471
(352) 629-8297

www.ocalamariontpo.org

FAP No. 0314-054
FDOT Financial Project Numbers: 439331-1-14-01, -02
Code of Federal Domestic Assistance Numbers:
20.205 – Highway Planning and Construction
20.505 – Federal Transit Technical Studies Grant (Metropolitan Planning)

This report was financed in part by the Federal Highway Administration, Federal Transit Administration, Florida Department of Transportation and participating local governments.

OCALA/MARION COUNTY TRANSPORTATION PLANNING
 ORGANIZATION FY 2018/19 – 19/20 UNIFIED PLANNING WORK
 PROGRAM

TABLE OF CONTENTS

Endorsing Resolution	i
Cost Analysis Certification	ii
Glossary	iii
Introduction	1
Organization and Management.....	3
Status of Local and Regional Planning Activities	5
Priorities for FY 2018/19 & 2019/20	8
Work Program.....	10
1.0 Program Administration	11
2.0 Data Collection	14
3.0 Long Range Planning	16
4.0 Short Range Planning	20
5.0 Public Transportation	23
6.0 Public Involvement.....	26
7.0 Special Projects	29
FDOT Assistance	31
TABLE I: FAST ACT Planning Factors	36
TABLE II: Federal and State Planning Emphasis Areas	37
TABLE III: Schedule of Selected Projects.....	38
TABLE IV: Agency Participation - 2018/19.....	39
TABLE V: Funding Sources - 2018/19	39
TABLE VI: Agency Participation - 2019/20.....	40
TABLE VII: Funding Sources - 2019/20	40
APPENDIX FY 2018/19 & FY 2019/20 PL Budget Detail Activity within TPO Planning Area Section 5305(d) Forms (SF 424, GMIS, Approved Budget) Certifications and Assurances Certification of Restrictions of Lobbying Debarment and Suspension Certification Title VINondiscrimination Policy Statement Disadvantaged Business Enterprise Utilization Agency Comments Annual Certification	

RESOLUTION OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION (TPO)
ENDORISING THE AMENDED UNIFIED PLANNING WORK
PROGRAM FOR FISCAL YEARS 2018/19 - 2019/20.

WHEREAS, the Ocala/Marion County Transportation Planning Organization, designated by the Governor of the State of Florida as the Metropolitan Planning Organization (MPO) and body responsible for the urban transportation planning process for the Ocala/Marion County area; and

WHEREAS, Title 23 CFR Section 450.108(c) and Florida Statute 339.175(9)(a)2 require each MPO to annually submit a Unified Planning Work Program; and

WHEREAS, a Unified Planning Work Program is defined as an annual transportation planning work program which identifies the planning budget and the planning activities to be undertaken by the TPO during the program year; and

WHEREAS, the Ocala/Marion County Transportation Planning Organization's 2018/19 - 2019/20 Unified Planning Work Program has been prepared consistent with Chapter 3 of the MPO Program Management Handbook.

NOW THEREFORE BE IT RESOLVED by the Ocala/Marion County Transportation Planning Organization adopts the amended Unified Planning Work Program for 2018/19 - 2019/20 and authorizes the TPO Director to execute all applications, invoices, revisions, amendments, un-encumbrances and de-obligations that may be necessary during the duration of the UPWP.

CERTIFICATE

The undersigned duly qualified and acting Chairman of the Ocala/Marion County Transportation Planning Organization hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Ocala/Marion County Transportation Planning Organization held on this 24th day of April 2018.

By: _____
David Moore, Chairman

Attest: _____
Michael Daniels, TPO Director



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

Cost Analysis Certification

Ocala/Marion County TPO

Unified Planning Work Program - FY 18/19-19/20

Adopted 5/15/2018

Revision Number: Initial Adoption

I hereby certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary, as required by [Section 216.3475, F.S.](#) Documentation is on file evidencing the methodology used and the conclusions reached.

Name: Jamie Kersey

FDOT D-5 Liaison
Title and District

Signature

3/15/2018

GLOSSARY OF ABBREVIATIONS

ADA	-	Americans with Disabilities Act of 1990
ATMS	-	Automated Traffic Management System
CAC	-	Citizen's Advisory Committee
CFMPOA	-	Central Florida Metropolitan Planning Organization Alliance
CFR	-	Code of Federal Regulations
CFRPM	-	Central Florida Regional Planning Model
CMP	-	Congestion Management Process
CTC	-	Community Transportation Coordinator
CTD	-	Commission for the Transportation Disadvantaged
CTST	-	Community Traffic Safety Team
DBE	-	Disadvantaged Business Enterprise
DOPA	-	Designated Official Planning Agency
DRI	-	Development of Regional Impact
ETDM	-	Efficient Transportation Decision Making
FAST Act	-	Fixing America's Surface Transportation Act
FDOT	-	Florida Department of Transportation FHWA
	-	Federal Highway Administration
FSUTMS	-	Florida Standard Urban Transportation Modeling Structure
FTA	-	Federal Transit Administration
FTP	-	Florida Transportation Plan
GIS	-	Geographic Information System
GMIS	-	Grant Management Information System (FTA funds)
ITS	-	Intelligent Transportation System

GLOSSARY OF ABBREVIATIONS (cont.)

JPA	-	Joint Participation Agreement
LOS	-	Level of Service
L RTP	-	Long Range Transportation Plan
MAP-21	-	Moving Ahead for Progress in the 21 st Century Act
TPO	-	Transportation Planning Organization
MPOAC	-	Metropolitan Planning Organization Advisory Council
ROW	-	Right of Way
PD&E	-	Project Development and Environmental Study
PEA	-	Planning Emphasis Area
PIP	-	Public Involvement Plan
RPC	-	Regional Planning Council
SIS	-	Strategic Intermodal System
STIP	-	State Transportation Improvement Program
TAC	-	Technical Advisory Committee
TAZ	-	Traffic Analysis Zone
TDLCB	-	Transportation Disadvantaged Local Coordinating Board
TDP	-	Transit Development Plan
TIP	-	Transportation Improvement Program
TRIP	-	Transportation Regional Incentive Program
UPWP	-	Unified Planning Work Program
UA	-	Urbanized Area (as designated by the 2010 Census)
USC	-	United States Code

INTRODUCTION

The Unified Planning Work Program (UPWP) has been prepared to define the tasks to be performed with funds under Title 23 Sections 134 (Metropolitan Transportation Planning), 135 (Statewide Transportation Planning) and Title 49 (Public Transportation) by the Ocala/Marion County Transportation Planning Organization (TPO) for the period July 1, 2018, through June 30, 2020. This document serves to define activities for the general public as well as public officials and agencies that contribute manpower and allocate funds to the transportation planning process. The UPWP provides a description of planning tasks and an estimated budget for each of the planning tasks to be undertaken by the TPO. Planning activities programmed within the UPWP meet the level of effort requirements anticipated by the TPO to meet local priorities as well as the requirements of Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT). The state and federal governments provide funding support through the FDOT, the FHWA (PL funds), and the FTA (Section 5305(d) funds). Public involvement for the development of the UPWP is accomplished through the regularly scheduled meetings of the Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC), (draft only) and TPO (draft & final approval). The draft UPWP is also placed on the TPO website for public review prior to approval by the TPO.

Transportation planning in the Ocala/Marion County TPO planning area is guided by the Year 2040 Long-Range Transportation Plan (LRTP). The LRTP utilizes input from government officials, citizen's advisory boards, technical experts and the general public. This plan is used to forecast travel demands in Marion County. The current long-range transportation plan was adopted on November 24, 2015, and includes a Needs Assessment and Cost Feasible Plan. Selected projects from the Cost Feasible Plan are identified in the Transportation Improvement Program (TIP) project priority listing. These projects are prioritized on an annual basis.

In December 2015, the [Fixing America's Surface Transportation Act](#) (FAST Act) was signed into law. The FAST Act serves as the primary surface transportation legislation and is valid until September 30, 2020. The bill identifies ten factors that shall be considered as part of the review of projects and plans. Those factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve quality of life, promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

Table I, on page 37, illustrates the TPO's consideration of the eight planning factors in the transportation planning process.

In addition to the FAST Act factors, both the FHWA and FDOT periodically develop Planning Emphasis Areas (PEAs) for consideration as part of the transportation planning process. PEAs are not necessarily requirements for the transportation planning process but more concepts that should be considered as part of the process. For FY 2020, FHWA has no Planning Emphasis Areas, FDOT's Planning Emphasis Areas are as follows:

State

Rural Transportation Planning

MAP-21 defined the structure and responsibilities of designated regional transportation planning organizations in federal regulations for the first time. Florida Statutes include several provisions that require coordination with local governments including those in rural areas. Some rural communities in Florida face significant development pressures and need transportation investments to handle growing populations and economic activities. Others simply struggle to maintain their existing transportation system and with providing services to a spread-out community. MPOs are encouraged to plan for and coordinate with rural governmental entities both within their planning boundaries as well as those areas outside of the current boundaries that are impacted by transportation movements between regions.

Transportation Performance Measures

FHWA has finalized six interrelated performance rules to implement the transportation performance measures framework established by MAP-21 and the FAST Act. Collectively, the rules address challenges facing the transportation system, including: improving safety, maintaining the condition of the infrastructure, reducing traffic congestions, improving the efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery. The rules established national performance measures. State DOTs and MPOs must establish targets for each measure. Planning documents will identify the strategies and investments used to reach the targets. Progress towards meeting the targets will be reported through new and existing mechanisms. MPOs need to account in their UPWP for the effort necessary to satisfy the federal requirements. As MPOs and Florida DOT venture into this first round of target setting and adopting performance measures into our planning products, more emphasis will be placed on this topic area. The cooperative efforts of Florida's MPOs and DOT to insure this new planning tool will be effective and well-coordinated will need to be shown in the upcoming UPWPs.

ACES (Automated/Connected/Electric/Shared-use) Vehicles

According to the Federal Highway Administration, "Transportation is in the midst of disruptive change from new technologies (automated and connected vehicles); new institutions (shared mobility firms); and changing attitudes (reduced car ownership). Across the nation, transportation planners are under pressure to develop performance-oriented policies, plans, and investment decisions that consider an increasingly complex transportation landscape. In the process, planners need to consider, but cannot yet reliably predict, the potential impact of disruptive and transformational Connected Vehicle (CV) and Automated Vehicle (AV) technologies on safety, vehicle ownership, road capacity, VMT, land-use, roadway design,

future investment demands, and economic development, among others. While some forms of CV and AV are already being deployed across the United States, significant unknowns exist regarding the rate of technology adoption, which types of technologies will prevail in the marketplace, the interaction between CV/AV vehicles and various forms of shared mobility services, and the impacts of interim and widespread levels of CV/AV usage.”

Adopting and supporting innovative technologies and business practices supports all seven goals of the Florida Transportation Plan and the federal planning factors found in the FAST Act. ACES may lead to great improvements in safety, transportation choices, and quality of life for Floridians, our visitors and the Florida economy. Though there is a great deal of speculation and uncertainty of the potential impacts these technologies will have, MPOs need to determine how best to address the challenges and opportunities presented to them by ACES vehicles.

Table II, on page 37, illustrates the TPO’s consideration of the Planning Emphasis Areas in the transportation planning process.

The UPWP is developed over a four-month period beginning in January. The initial draft is developed by staff and reviewed by the CAC and TAC then the TPO board reviews and approves or recommends modifications to the draft version of the document. The draft is then transmitted to the FDOT, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) for review. These agencies provide comments back to TPO staff prior to final adoption. If there are substantial revisions required as a result of multi-agency comments, the final draft is again reviewed by the CAC and TAC prior to submittal to the TPO for final approval. Otherwise, the final draft is submitted directly to the TPO board in May.

ORGANIZATION AND MANAGEMENT OF THE TPO

The TPO is the public agency responsible for developing policies and procedures to guide the transportation planning process for the Ocala urbanized area. As the body most directly responsible for the guidance of the transportation planning process, the TPO strives to ensure that the recommendations are in keeping with the goals and standards of the federal and state government, Marion County and its incorporated municipalities. The TPO board is composed of five Marion County Commissioners, four Ocala City Council members, the Mayor of Ocala, one Dunnellon City Council member and one Belleview City Commissioner. The TPO staff, the Citizens Advisory Committee (CAC), the Technical Advisory Committee (TAC), and the Transportation Disadvantaged Local Coordinating Board (TDLCB) assist the TPO with planning support recommendations. The TPO also serves as the oversight and policy board for SunTran, the local transit system. As the TPO is the sole agency responsible for fixed-route transit, an Intergovernmental Coordination and Review agreement for public transportation is not necessary. Each committee carries out its prescribed responsibilities according to adopted bylaws.

The TPO functions include, but are not limited to, the preparation of the required tasks assigned. Its annual responsibilities are to perform the tasks of preparing the UPWP, the TIP, and the annual TPO Audit Report. As with all transportation planning delegated by the federal and state laws, the TPO is responsible for insuring adequate representation and compatibility of state, county, and municipal projects in the transportation planning process. This includes consideration of all modes of transportation with respect to the needs of the elderly and handicapped as outlined in the Americans with Disabilities Act.

The CAC is composed of members of the general public who represent the general welfare of the community. The TAC, composed of engineers, planners, and other related transportation professionals, reviews plans, programs, and projects and recommends solutions to the TPO based on technical expertise. The TDLCB identifies the local needs of the transportation disadvantaged population and investigates alternatives to meet those needs. Additional public input is provided through public meetings, public hearings, and civic meetings.

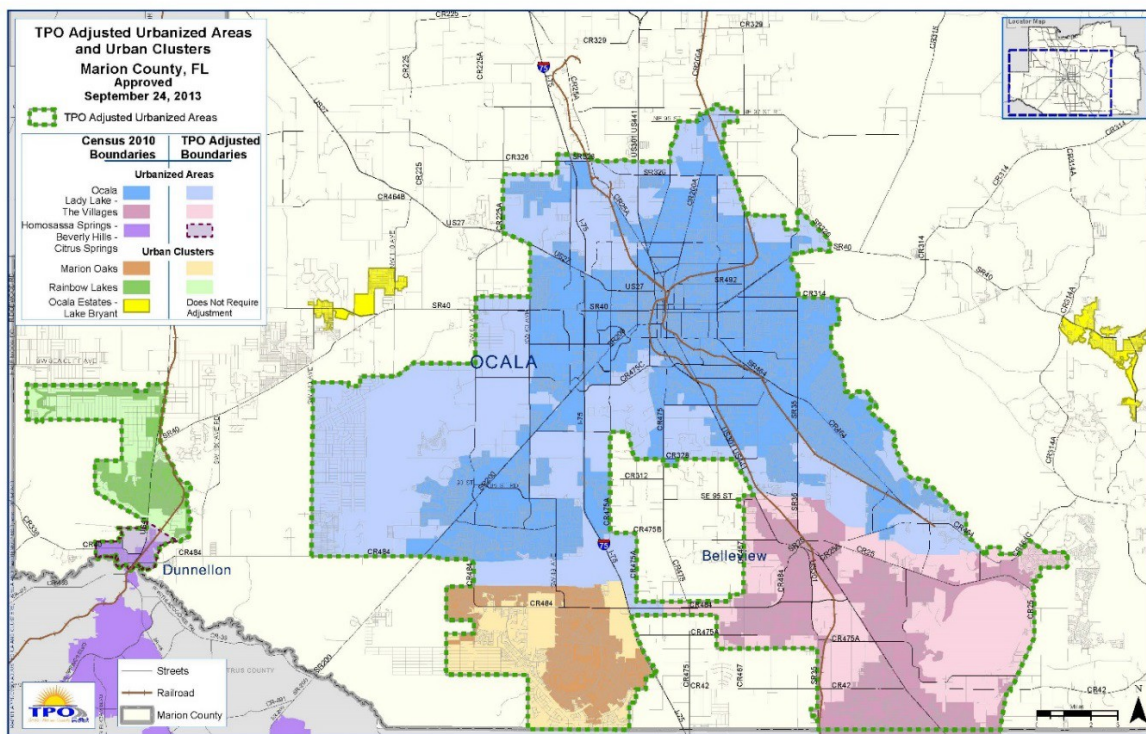
The TPO staff is responsible for collecting and disseminating all information from the transportation planning process to the general public. The work effort required to support the planning process is administered by the TPO staff in cooperation with local governments and the FDOT. Other agencies that are consulted in various phases of the planning process include the Department of Environmental Protection, the Federal Aviation Administration, and the Water Management District Offices.

The Interlocal Agreement for the Creation of the TPO was signed on June 21, 2016, by the four local governments and FDOT. The Agreement established the TPO as the official planning agency for the Ocala urbanized area and the portion of the Lady Lake Urbanized Area within Marion County. Figure 1 illustrates both urbanized areas. The planning area of the TPO covers the entire county. Thereafter, additional JPA's were executed annually for maintaining continued federal and state match funding. In August, 2018, the TPO approved an extension to the JPA for the administration of all planning funds in Section 5305(d)). The Planning Funds JPA was approved for two years on 6/21/16 and is reviewed as part of the annual certification process to ensure consistency with FDOT and TPO policies. The JPA of March 4, 1991,

with the Commission for the Transportation Disadvantaged (CTD) established the Ocala/Marion County TPO as the Designated Official Planning Agency (DOPA) for transportation disadvantaged planning. This JPA also established the Ocala/Marion County Transportation Disadvantaged Local Coordinating Board (TDLCB). The TPO adopted bylaws for the TPO Board in May, 2004 and bylaws for the TAC in May, 2004 and updated bylaws for the CAC in 2006.

As a result of the 2010 Census, the TPO conducted its decennial review of board structure and membership once the new urbanized areas were announced in Spring 2012. It was anticipated that the new designations would bring about significant challenges due to the potential merging of all or parts of the existing Ocala, Lady Lake, Leesburg-Eustis and Orlando urbanized areas. The merge did not occur; however, a new urbanized area was designated within the existing TPO planning area. The Homosassa Springs-Beverly Hills-Citrus Springs Urbanized Area covers a significant portion of Citrus County with a small portion encompassing the City of Dunnellon and unincorporated Marion County. In May 2013, the TPO submitted to FDOT a letter reaffirming the existing board structure with no changes. Figure 1 illustrates the designated urbanized areas as well as the final smoothed urbanized areas.

Figure 1



STATUS OF LOCAL AND REGIONAL PLANNING ACTIVITIES

YEAR 2040 LONG RANGE TRANSPORTATION PLAN

In November 2015, the TPO adopted the 2040 Long Range Transportation Plan (LRTP). This development of this plan was somewhat different from previous plan due to primarily to the Great Recession. Like many jurisdictions around the state, the Ocala/Marion area saw significant decreases in traffic counts. These decreases led to a reduction of Needs Assessment projects by about 30%. The plan and its supporting documentation can be viewed at www.ocalamariontpo.org.

HIGHWAY PROJECTS

The TPO has continued its involvement in numerous highway projects. A brief outline is as follows:

NW 49th Street Interchange

The NW 49th Street Interchange is one of the TPO's top priorities. The purpose of the new interchange is to provide improved access to several large-scale industrial parks within the Ocala/Marion County Commerce Park, site of the new distribution centers for FedEx, AutoZone Inc. and Chewy Inc. The Project Development and Environmental (PD&E) Study is nearing completion and Preliminary Engineering (PE) funds are scheduled to be made available by the FDOT in FY 2022. Due to the projected impact of this project, the City of Ocala and the Marion County Board of County Commissioners are partnering to expedite the design and construction of the interchange.

SR 40 – SR 35 to CR 314A

The first section of SR 40 from SR 35 to CR 314A is scheduled for construction in 2020. Dating back nearly 30 years, this project underwent an extensive environmental collaboration in in mid- 2000s. In an effort to develop consensus approach, FDOT convened the SR 40 Task Force comprised of agency staff, environmental groups and citizens to develop a comprehensive plan for SR 40 that would allow for the expansion of SR 40 while protecting environmentally sensitive lands along the corridor. This first segment of the project will include numerous wildlife underpasses as well as 12' multiuse path that will be part of the Heart of Florida Loop.

US 41 – SW 111th Place Lane to SR 40

The US 41 project from SW 111th Place Lane to SR 40 will add two lanes to the existing section as well as a multiuse trail. The trail will provide access to the Rainbow Springs State Park for the City of Dunnellon's ever increasing population of recreational cyclists. The project was expected to begin construction in 2019. However, construction funding has been deferred until FY 2022.

Corridor Planning

The TPO has developed four corridor plans in the past few years with a particular focus on improving the multimodal environment. Portions of US 441 and SR 40 in and near downtown Ocala were reviewed to enhance multimodal access and traffic operations. Two intersections on US 441 (SR 40 & SR 464) are currently in right-of-way acquisition for pedestrian and operational improvements and the section of SR

40 Downtown (US 441 to NE 8th Avenue) has completed design and is awaiting funding for construction. This design will include significant rework of the sidewalk system to better accommodate pedestrians as well as a new left turn lane at NE 1st Avenue and SR 40 to improve access to the northern area of Downtown.

A plan for SR 40 in Silver Springs was initiated to support Marion County's establishment of a Community Redevelopment Area (CRA). Again, this study focuses on improving multimodal facilities, primarily pedestrian but includes a transit element as well. The plan also includes alternatives for a roundabout at the intersection of SR 40 and SR 35. This skewed intersection presents significant issues both for vehicles and pedestrians due to its size. The plan is completed but design alternatives for the development of the roundabout are still being scrutinized by Marion County and the FDOT.

REGIONAL TRAILS

Over the last two years, the TPO has made significant progress on the development of a regional trail system including the completion of the Land Bridge and Santos Trails segments. The establishment of a regional trail network has been an on-going effort of the Central Florida MPO Alliance and the Department of Environmental Protection. The Heart of Florida Loop crosses four counties: Citrus, Marion, Lake and Volusia and links to the existing Withlacoochee State Trail on the west.

A number of additional trails are also in planning or design phases including connections from the Marjorie Harris-Carr Cross Florida Greenway to the cities of Belleview, Dunnellon and Ocala. Phase I of the Silver Springs Bikeway is due for construction in 2019/2020.

PUBLIC TRANSPORTATION

The TPO serves as the policy and oversight board for SunTran, the area's first fixed-route bus system. Ridership has consistently grown since inception, topping 415,000 in FY 2016. In August 2017, the TPO adopted the 2027 Transit Development Plan (TDP). The TDP identified several short-term, mid-term and long-term improvements including expansion of service hours, improvements to ADA compliance and built on route changes in coordination with SunTran's first Comprehensive Operations Analysis (COA) which was completed in mid-2015. Utilizing data from the Automated Passenger Counter/Computer Aided Dispatch (APC/CAD) system and rider surveys, the COA reviewed SunTran's day-to-day operations to identify improvements in route efficiency and scheduling. TPO and SunTran staff are coordinating the recommended route changes and they will be implemented in the Summer of 2018.

BICYCLE/PEDESTRIAN ACTIVITIES

Collaborative efforts with the DEP, FDOT, Marion County Board of County Commissioners and the TPO have resulted in the recent completion of the sixteen miles of paved multi-use trails on the Marjorie Harris-Carr Cross Florida Greenway. Planning and/or design efforts have also progressed on the Silver Springs Bikeway – Phase I, Dunnellon to Greenway Trail, Belleview to Greenway Trail, the Downtown Ocala to Silver Springs Trails, the Indian Lake State Trail, Baseline to Santos Trail and the Pruitt Trail.

Additional activities include the resumption of the Bicycle Rodeo program, now with two operating

programs, in collaboration with the Marion County Health Department of Health and the Center for Urban Transportation Research (CUTR) and continued cooperative planning efforts with the City of Ocala and the Marion County Board of County Commissioners to expand the urban trails system and identify areas of safety and operational concerns.

INTELLIGENT TRANSPORTATION SYSTEMS (ITS) MASTER PLAN/AUTOMATED TRAFFIC MANAGEMENT SYSTEM (ATMS) IMPLEMENTATION

In February 2008, the TPO completed its first county-wide ITS Plan. The ITS Plan identified priority corridors that would benefit from the implementation of ITS strategies. The Plan was a coordinated effort between the TPO staff and representatives from the Cities of Ocala and Belleview, Marion County and the FDOT. Corridors identified for ITS applications include SR 200, SR 464, US 441, SR 40 and several other major local roads. Since the completion of the Plan, TPO staff has worked with local agency staff and FDOT to implement ITS strategies on various corridors. These strategies comprise the Automated Traffic Management System (ATMS) and include modernizing traffic controllers connected via fiber-optic cables, installation of traffic cameras and establishing Traffic Management Centers (TMC) for both Marion County and the City of Ocala. In late 2015, the TPO worked with both the City of Ocala and Marion County to deploy the area's first adaptive traffic system on SR 464. The TPO is currently working with consultants to update the ITS Plan and identify projects for Phase III deployment and working with the FDOT to activate the 'Frame-On' system on I-75 and the 'Frame-Off' system on US 301.

PRIORITIES FOR FY 2018/19 AND FY 2019/20

TRANSIT DEVELOPMENT PLAN

The TPO recently adopted an update of the Transit Development Plan (TDP) in August of 2017. The TDP is required to be updated every five years as a condition to receiving FDOT Block Grant funds. The TDP used information developed as part of the recently completed COA for existing conditions and services and analyzed potential areas of expansion as well as funding opportunities to fund expansion.

PERFORMANCE MEASURES

The TPO adopted the mandated Safety Performance Measures on February 27th 2018. Mobility, bridge and pavement performance measures are due to be adopted by November 16th 2018. TPO staff are currently awaiting final descriptions and requirements for these categories. TPO staff has been actively involved in FDOT's Mobility Performance Team (MPT). The MPT was established to assist FDOT and MPOs/TPOs in implementing the performance measure requirements. Initial performance measures are expected to focus primarily on highway modes but may be expanded to include transit.

2045 LONG RANGE TRANSPORTATION PLAN

Activities for the 2045 LRTP over this UPWP cycle include review of the existing model network and TAZ structure and review of potential data sources to develop 2015 base year socioeconomic data and the overall development of the final model network. In addition, TPO staff will continue to coordinate regional model issues through FDOT’s modeling coordination committee. Public involvement and planning activities to support the development of the 2045 LRTP are expected to begin in Fall 2018.

ITS MASTER PLAN UPDATE

As previously mentioned, the TPO adopted its first ITS Master Plan in 2008. Since then, local agencies have made significant strides in deploying various ITS strategies including cameras, Bluetooth monitoring devices, Dynamic Message Signs (DMS) and adaptive signal control. The ongoing Plan update is analyzing progress to date and examining future needs not only in technology but staffing requirements as well. In addition, the Plan will review current incident management practices on I-75 and recommend improvements. Based on a recent FDOT review, I-75 has at least one lane- blocking incident every nine days. The I-75 review will include coordination with both Alachua and Sumter Counties. Coordination with Lake and Sumter Counties will also be required for both US 441 and US 301.

PRIORITIES FOR FY 2018/19 AND FY 2019/20 – CON’T

REGIONAL TRANSIT

In 2013, the East Central Florida Task Force was convened to develop consensus recommendations for a future transportation corridor to connect Orange, Osceola and Brevard counties (<http://www.ecfcorridortaskforce.org/>). One of the recommendations made by the Task Force was the development of a Regional Transit Plan that included all nine counties in FDOT District 5. The Plan has identified regional transit strategies to be implemented by 2060. The CFMPOA directors are currently serving as the oversight project committee.

NE 8TH AVENUE ROAD DIET

The 8th Avenue corridor is currently a five-lane configuration with the fifth lane being a single continuous suicide turn-lane from SR 40 to SR 492. In its current configuration, 8th Avenue is effectively a physical barrier between Tusawilla Park west of the corridor and the residential land uses to the east.

In order to “remove the barrier”, the City of Ocala proposes to reduce the capacity of the corridor from five-lanes to two-lanes with turn lanes provided in a central landscaped median. Along with the reduction of lanes, the City also proposes to add a twelve-foot multi-use path along the length of the corridor, bus pull-outs for the SunTran fixed route system and mid-block protected pedestrian crossings.

CR 484/PENNSYLVANIA AVENUE STUDY - ADDENDUM

The CR 484/Pennsylvania Avenue corridor in Dunnellon has been identified as a primary connection to the Dunnellon Trail and the Heart of Florida Loop trail system. To date, this corridor has been included in three separate multi-modal enhancement studies and an application for redesign and construction has been submitted to the FDOT. Based on that application, the FDOT has requested that additional conceptual design be completed to indicate where on-street parking should be retained, pedestrian crosswalks and refuges be located and what types of access management treatments will be acceptable to the community.

Trails, Wayfinding, Safety & Supporting Facilities Master Plan

The development of the trails system within Marion County is progressing rapidly on all levels. The plans to design and construct a large portion of the planned network have already been developed, but planning for supporting amenities for all trail user groups have conceptually progressed in only a handful of locations.

To accurately assess the future needs of all trail user groups, a comprehensive analysis of the characteristics of each user group will be conducted to determine usage patterns such as type of user and activity, average length of activity and frequency of use. Additional analysis should also include user perceptions in terms of safety, cleanliness, maintenance and overall experience. Final recommendations from this study will present a complete list of recommended amenities and future improvements, for the entire trail system, organized by short-term, medium-term and long-term improvements.

Wayfinding contributes to the branding and the visibility of cycling infrastructure and addresses the perception that there is a lack of cycling infrastructure even in areas where there are already safe, accessible cycling routes and supporting facilities. The study would investigate the best alternatives to create an informative and consistent system of directional tools throughout Marion County, both on the developing trails system and surface facilities.

NATURE TRAIL CONNECTOR FEASIBILITY STUDY

The Nature Trail Connector is part of a trail system that connects the City of Dunnellon to City of Tallahassee. The intent of the Feasibility study is to identify a preferred alignment for a portion of the trail between US 41 and downtown Dunnellon.

CR 484 CORRIDOR ASSESSMENT

The intent of the Corridor assessment on CR 484 between County Road 475A and SW 49th Avenue, is to maintain mobility, safety and enhance a key freight corridor and interchange in Marion County as the impact of planned industrial and commercial development increases freight and vehicular traffic.

US 27 CORRIDOR ASSESSMENT

The intent of the Corridor assessment on US 27 between NW 44th Avenue and NW 27th Avenue, is to maintain mobility, safety and enhance a key freight corridor and interchange in Marion County as the impact of planned industrial and commercial development increases freight and vehicular traffic.

3.7.4 WORK ELEMENTS

The specific elements of the Unified Planning Work Program are organized into the following tasks:

- 1.0 **Administration:** identifies those functions necessary for proper management of the transportation planning process on a continuing basis.
- 2.0 **Data Collection:** includes the collection and analysis of socioeconomic, land use, and other transportation related data on a continuing basis in order to document changes within the transportation study area.
- 3.0 **Long Range Planning:** includes work related to the development and maintenance of the Long Range Transportation Plan (LRTP) as well as the Efficient Transportation Decision Making Process (ETDM) and items related to Census 2010.
- 4.0 **Short Range Planning:** includes development of the annual Transportation Improvement Program and Priority Project process, reviews of impacts to the transportation system from new development and annual Enhancement Project process.
- 5.0 **Public Transportation:** includes all work items related to SunTran and the Transportation Disadvantaged Program.
- 6.0 **Public Involvement:** describes the activities used to encourage public participation in the transportation planning process.
- 7.0 **Special Projects:** identifies any short-term projects or studies undertaken by the TPO.

Generally, planning tasks are those activities that are not considered to be administrative tasks. Additional work elements related to transit, energy, short-range transportation planning including Congestion Management Process, Transportation Disadvantaged (TD), intermodal/multimodal planning, Intelligent Transportation Systems (ITS), and air quality planning shall be included when applicable. The UPWP should address any issues identified during the MPO's most recent certification review and specify the actions the MPO will take to address them.

Each task provides an overview of the activities to be completed and the funding sources and costs associated with those activities. A detailed budget is included in Appendix I & II. Cost categories are as follows:

- Personnel: *Salaries and fringe benefits for TPO staff. Fringe includes retirement, FICA, health insurance, workers compensation and executive benefits.*
- Travel: *Costs for travel.*
- Direct Expenses:
- Office: *Supplies, Telecomm/IT services, copier (leased), postage, equipment, etc.*
 - Facility: *Utilities, maintenance, insurance*
 - Administrative: *Training, legal, audit, etc.*
- Consultant: *Costs for consultant services.*

Section 120 of Title 23, United States Code, permits FDOT to use toll revenue expenditures as a credit toward the non-federal matching share of all programs authorized by Title 23. This credit, referred to as a soft match, is listed as state funds in the Planning Funds section of Tables V & VII. For this UPWP, the total soft match is \$293,652, approximately 22% of the FHWA planning funds.

UPWP TASK 1.0 – ADMINISTRATION

The Program Administration task includes the administrative activities necessary to carry out the transportation planning process.

OBJECTIVE

To guide and effectively manage the tasks identified in the Unified Planning Work Program (UPWP) and maintain an effective and efficient continuing, cooperative and comprehensive transportation planning process.

PREVIOUS WORK

Completion of UPWP (April 2016)	Attended MPOAC meetings
Provided staff support to TPO and committees	Completed annual audit (April 16,17)
Provided training to elected officials and staff in the following areas:	
FDOT Public Involvement	
National Transit Database	
MPOAC Institute (April, May 2017)	

REQUIRED ACTIVITIES

STAFF SUPPORT

- 1.1 Provide staff support and administration to the TPO and its committees by developing meeting schedules, providing technical assistance, providing minutes and other tasks as directed. Support includes travel and associated administrative, facility and office expenses (i.e. office supplies, telecomm/IT expenses, utilities, etc,
- 1.2 Purchase computers and other office equipment/furnishings as needed. Note: items over \$5,000 require FDOT and FHWA approval prior to purchase.
- 1.3 Administrative support for travel, purchasing, invoice development, payroll processing and overall office administration
- 1.4 Develop FY 2020/21 – 21/22 Unified Planning Work Program. (May 2020)
- 1.5 Continued participation in the Metropolitan Planning Organization Advisory Council (MPOAC).
- 1.6 Maintain and update, as necessary all Ocala/Marion County TPO agreements.
- 1.7 Monitor legislative actions on the federal, state, and local level that affect the transportation system in Marion County.

1.8 Other activities as directed by the TPO or its subcommittees.

CERTIFICATION

1.9 FDOT Annual Certification (June 2019, 2030)

- Compile responses to FDOT certification questions.
- Meet with FDOT staff to review responses and prepare final certification documentation.

AUDIT

1.10 Employ a qualified auditor (contracted) to perform the TPO audit in accordance with federal requirements and Chapter 215.97, Florida Statutes (Florida Single Audit Act).

1.11 Assist in the development of the Comprehensive Annual Financial Report (CAFR) as it relates to Ocala/Marion County TPO grants.

1.12 Receive copy of all audit reports relating to revenues and expenditures.

1.13 Retain legal counsel for the Ocala /Marion County TPO.

TRAINING

1.14 Continue to provide training opportunities to TPO Board and staff members in various policy, technical and administrative areas.

END PRODUCT

Effective and efficient management of the local 3-C planning process including active participation by public agencies and citizens.

Final FY 2020/21 - 21/22 UPWP. (May 2020)

Timely submittal of invoices to FDOT for PL and Section 5305(d) (ongoing).

Additional training in mission critical areas. (ongoing)

MPOAC Institute board member training (ongoing)

Annual audit (Spring 2019, 2020)

RESPONSIBLE AGENCY

Ocala/Marion County TPO

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 113,565	\$ 111,422
Travel:	\$ 5,000	\$ 6,127
Direct Expenses:		
Administrative:	\$ 7,727	\$ 7,000
Facility:	\$ 28,000	\$ 28,836
Office:	\$ 53,450	\$ 59,699
Consultant:	-	-
Subtotal:	\$ 207,742	\$ 213,084
FTA:		
TPO Personnel:	\$ 5,578	\$ 10,133
FDOT (match):	\$ 697	\$ 1,267
Local:	\$ 697	\$ 1,267
Subtotal:	\$ 6,973	\$ 12,666
TD:		
Personnel	\$ 5,946	\$ 3,629
Travel:	\$ 1,073	\$ 1,000
Administrative Exp.	\$ 918	\$ 379
Subtotal:	\$ 7,937	\$ 5,008
Total:	\$ 222,652	\$ 230,758

UPWP TASK 2.0 – DATA COLLECTION/SAFETY

The Data Collection task includes the data gathering activities from a number of sources including the City of Ocala, Marion County, the Florida Department of Transportation, and local law enforcement. The data is used in numerous ways including level-of-service determinations, identification of high-hazard intersections and GIS-based applications.

OBJECTIVE

To monitor changes in traffic characteristics within the TPO planning boundary. To compare existing conditions with projections to anticipate planning needs and activities. Provide data to appropriate agencies to improve overall safety of the transportation system.

PREVIOUS WORK

Maintenance of historical traffic and public transportation related data, such as: traffic counts, accident data, roadway inventories, level of service, financial information, and service area. Annual update of Road Segment Inventory Database.

Published annual Transportation Information Guidebook. (October 2014, November 2015)

Participated in Community Traffic Safety Team and FDOT Transportation System Management and Operations (TSM&O) Group.

REQUIRED ACTIVITIES

DATA COLLECTION

- 2.1 Coordinate collection of traffic counts within the planning area.
- 2.2 Update the Road Segment Inventory Database (RSID) as necessary.
- 2.3 Publish annual Transportation Information Guidebook.
- 2.4 Continue to collect necessary data for Congestion Management System (CMS).
- 2.5 Annually review the traffic count program to ensure adequate coverage and to eliminate unnecessary or redundant count locations.
- 2.6 Work with local government staff to develop travel-time reports from Bluetooth sensors along local roadways.

SAFETY

- 2.7 Analyze crash trends and statistics to identify high-hazard locations and prioritize potential improvements.
- 2.8 Continue participation on the Marion County Community Traffic Safety Team and D5 Transportation Systems Management & Operations (TSM&O) working group.

END PRODUCT

Continuing refinement of local database of traffic and socioeconomic characteristics. (ongoing)

Reports developed from various sources as required to monitor changes in system activity. (ongoing)

Publish Transportation Information Guidebook. (May 2017, May 2018)

RESPONSIBLE AGENCY

Ocala/Marion County TPO

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 34,541	\$ 35,492
Consultant:	\$ 20,000	\$ 20,000
<i>Subtotal:</i>	<i>\$ 54,541</i>	<i>\$ 55,492</i>
FTA:		
TPO Personnel:	\$ 5,811	\$ 5,973
FDOT (match):	\$ 726	\$ 747
Local:	\$ 726	\$ 747
<i>Subtotal:</i>	<i>\$ 7,263</i>	<i>\$ 7,467</i>
Total:	\$ 61,804	\$ 62,959

UPWP TASK 3.0 – LONG RANGE PLANNING

The Long Range Planning task includes the activities related to the long-term implementation of various transportation projects. The Task also includes coordination efforts with our regional partners to address transportation on a regional level.

OBJECTIVES

Maintain a Long Range Transportation Plan and a computer simulation model (FSUTMS) for forecasting travel patterns.

Evaluate alternative transportation modes and systems. Improve traffic operations through the use of ITS technologies. Coordinate planning efforts with regional partners.

PREVIOUS WORK

2040 LONG RANGE TRANSPORTATION PLAN

- Adopted 2040 Long Range Transportation Plan. (November 2015) Completed
- public involvement program. (November 2015)
- Completed Goals, Objectives and Performance Measures (September 2015) Completed
- Needs Assessment (August 2015)
- Completed Financial Resources (August 2015)

INTELLIGENT TRANSPORTATION SYSTEMS

- Continued ITS Implementation Plan (SR 464).
- Continued work with local governments to identify and prioritize ITS corridors. Reviewed transit-related ITS improvements.
- Worked with FDOT on the update of the Regional ITS Architecture.

ON-GOING ACTIVITIES

- Continued participation in the development of various transportation projects.

REGIONAL COORDINATION

- Continued participation in Central Florida MPO Alliance (CFMPOA)
 - Adopted legislative priorities
 - Completed regional highway priorities (July 2015)
 - Completed regional trail priorities (July 2015)
- Coordinated Transportation Regional Incentive Program (TRIP) projects with the Heart of Florida Transportation Alliance (February 2015)
- Participated in the I-75 Relief Task Force

REGIONAL TRAILS

Worked with FDOT, FDEP, US Fish & Wildlife and Marion County to assess potential environmental impacts of the Land Bridge Gap and Santos Gap paved trails.

Assisted Marion County with the development of the Design/Build projects for Land Bridge Gap and Santos Gap paved trails.

Worked with Citrus County on the development of the Withlacoochee State Trail to Dunnellon Trail Gap.

REQUIRED ACTIVITIES

2045 LONG RANGE TRANSPORTATION PLAN

3.1 Begin development of 2045 LRTP.

FY 2018/19:

- Review/update traffic model network (June 2017)
- Through the District model coordinating committee, work with FDOT and neighboring MPOs/TPOs to ensure regional issues for both highway and transit are addressed.

FY 2019/20

- Initiate development of base year (2015) socioeconomic data

AIR CONFORMITY

3.2 Monitor Environmental Protection Agency (EPA) development of Air Conformity standards.

3.3 Monitor local ozone tracking stations located at the YMCA and Marion County Sheriff's Impound Yard. Data available online at http://www.dep.state.fl.us/air/air_quality/county/Marion.htm

3.4 Develop plan to address conformity issues should planning area be designated as non-attainment.

PERFORMANCE MEASURES

3.5 Adopt required Performance Measures (November 2018)

- Anticipated measures include:
 - Travel time reliability / variability
 - Vehicle and person hours of delay
 - Average travel speed
 - Other measures as deemed pertinent to the Ocala/Marion County TPO
- Pavement condition
- Bridge condition

3.6 Continue participation in the Mobility Performance Measures Team.

- 3.7** Establish a process to collect and review data for the various performance measures to determine progress on adopted targets. (June 2019)

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

- 3.8** Continue work with City of Ocala and Marion County to further implement projects from ITS Master Plan.
- 3.9 Review potential ITS applications for SunTran.
- 3.10** Initiate update of ITS Master Plan. See Task 7.0 Special Projects for further details.

REGIONAL COORDINATION

- 3.11** Continue participation in Central Florida MPO Alliance.
- Establish legislative priorities.
 - Establish regional priorities for highway, transit and regional trails.
 - Develop Regional Transit Plan
- 3.12** Continue membership in the Heart of Florida Transportation Alliance.
- Review and update Regional Transportation Plan as necessary.
 - Work with Gainesville MTPO to address I-75 congestion issues.
- 3.13** Assist local governments, as needed, to implement locally-identified transportation projects.

REGIONAL TRAILS

- 3.14** Continue development of the Heart of Florida Loop and other regional trails.
- Assist Marion County in the development of the Pruitt and Silver Springs Trail segments.
 - Work with the Hernando-Citrus MPO to expedite the development of the Withlacoochee State Trail connection to the Dunnellon Trail.
 - Work with state and local agencies in the development of the Silver Springs Bikeway.

END PRODUCT

2045 LRTP (November 2020)

Regionally coordinated transportation planning process. (ongoing) Regionally coordinated long range transportation plan.

RESPONSIBLE AGENCY

Ocala/Marion County TPO

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 40,218	\$ 44,147
Consultant:		
LRTP:	\$ 158,287	\$ 70,773
CFMPO Alliance:	\$ 5,000	\$ 5,000
<i>Subtotal:</i>	\$ 203,505	\$119,920
FTA:		
TPO Personnel:	\$ 25,189	\$ 24,699
FDOT (<i>match</i>):	\$ 3,149	\$ 3,087
<i>Subtotal:</i>	\$ 28,338	\$ 27,786
Local:	\$ 3,149	\$ 3,087
<i>Total:</i>	\$ 234,992	\$150,793

UPWP TASK 4.0 – SHORT RANGE PLANNING

The Short Range Planning task includes the activities related to the actual implementation of various transportation projects identified as part of the 2040 LRTP and other TPO plans. The Task also includes annual maintenance of the Transportation Improvement Program (TIP) as well as legislative activities.

OBJECTIVES

To identify and address short term transportation needs.

Review development activity to monitor its effect on the local transportation system.

PREVIOUS WORK

Completion of Annual Priority Project process. Published annual listing of Federal Projects Obligated.

Continued work on Interactive TIP System. Available at <http://marion.dstiptool.com/> Developed Annual TIP.

Worked with local governments on various planning issues. Adopted annual legislative priorities.

Assisted local governments in developing FDOT's 4P applications for off-system projects.

REQUIRED ACTIVITIES

TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

- 4.1 Develop FY 2024 and FY 2025 project priority lists. (August 2018, 2019)
- 4.2 Update TIP bi-annually. (June, October)
- 4.3 Review local government comprehensive plans for consistency with TPO TIP and LRTP as necessary.
- 4.4 Publish annual listing of federally-funded obligated projects. (December)
- 4.5 Continue refinement of Interactive TIP system.
- 4.6 Amend TIP as necessary.

MONITOR TRANSPORTATION SYSTEM IMPACTS

- 4.7 Monitor and review traffic operation needs through collection and analysis of peak hour traffic data.
- 4.8 Monitor and review DRI and other site specific impacts in the development review process.

- 4.9 Conduct site impact analysis for new development projects as requested by local governments.
- 4.10 Advise local governments and boards on decisions which may impact corridors identified for improvement or identified as physically or policy constrained.
- 4.11 Coordinate TPO actions with local government comprehensive plan development efforts to encourage alternative modes of transportation.
- 4.12 Assist local governments in the implementation of the transportation provisions of SB 360, especially as they relate to the Mobility Plan.

FAST ACT TRANSPORTATION ALTERNATIVES (TA) PROGRAM

- 4.13 Assist local governments in FAST TA application process.
- 4.14 Monitor progress of programmed TA projects and assist in their implementation when necessary.

LEGISLATIVE ACTIVITIES

- 4.15 Develop annual legislative priorities. (November 2018, 2019)
- 4.16 Monitor legislative activities on both the federal and state level to determine impact on transportation issues.
- 4.17 Assist MPOAC with legislative activities. (\$1,000 - Local funds)

END PRODUCT

Annual Transportation Improvement Plan (June 2019, 2020) Annual
Listing of Federal Projects (December 2019, 2020) Annual
Legislative Priorities (January 2019, 2020)

RESPONSIBLE AGENCY

Ocala/Marion County TPO

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 45,157	\$ 37,063
Consultant:		
Interactive TIP:	\$ 10,000	\$ 5,000
<i>Subtotal:</i>	\$ 55,157	\$ 42,063
FTA:		
TPO Personnel:	\$ 7,864	\$ 10,192
FDOT (<i>match</i>):	\$ 983	\$ 1,274
Local:	\$ 1,983	\$ 2,274
<i>Subtotal:</i>	\$ 8,847	\$ 11,466
<i>Total:</i>	\$ 65,987	\$ 55,803

UPWP TASK 5.0 – PUBLIC TRANSPORTATION

The Public Transportation task reflects the activities related to the local public transportation system which includes services provided locally by SunTran and Marion Transit Services (MTS). SunTran is the fixed-route service operating primarily in the urban area and is a joint effort of Marion County and the City of Ocala. The TPO serves as the policy and oversight board for SunTran. MTS provides paratransit services throughout the county as well as Americans with Disabilities (ADA) service within the fixed-route area for SunTran. MTS is also the designated Community Transportation Coordinator (CTC) through the Commission for the Transportation Disadvantaged (CTD).

OBJECTIVES

To ensure the efficient and effective provision of public transportation by providing technical assistance and staff support to the local Community Transportation Coordinator and the SunTran system.

PREVIOUS WORK

SUNTRAN

Annual review of routes and schedules.
Completed annual National Transit Database (NTD) Report. (February 2017, 2018)
Five Year update of Transit Development Plan (TDP).
Update of SunTran website

TRANSPORTATION DISADVANTAGED

Selection of Community Transportation Coordinator. (November 2015)
Completion of Annual Operating Report.
Annual review/update of Transportation Disadvantaged Service Plan (TDSP). Annual review of Community Transportation Coordinator.

REQUIRED ACTIVITIES

SUNTRAN

- 5.1 Review congested route segments/intersections for potential ITS applications to improve service.
- 5.2 Periodically review routes and schedules to determine effectiveness, identify linkages between residential and employment centers.
- 5.3 Update SunTran website on a regular basis.

- 5.4 Annually update TDP.

SUNTRAN (CON'T)

- 5.5 Continue work with the District 5 reThink commuter assistance program.
- 5.6 Develop shelter and bench program for fixed-route service area.
- 5.7 Integrate data from Avail Technologies (i.e. passenger counts, real-time location, arrival/departure times, etc.) into both the SunTran website and smartphone application.

TRANSPORTATION DISADVANTAGED

- 5.8 Provide staff support and administration to Transportation Disadvantaged Local Coordinating Board (TDLCB).
- 5.9 Conduct grant administration including quarterly operational reports and financial statements.
- 5.10 Continue to facilitate coordination between the TDLCB and the CTC, Marion Transit Service (MTS).
- 5.11 Review CTC's annual report and perform evaluation. (December)
- 5.12 Review of Memorandum of Agreement and approval of fare structure prior to submission to Commission for the Transportation Disadvantaged.
- 5.13 Continue coordination with the Commission for Transportation Disadvantaged.
- 5.14 Annually update TDSP.

END PRODUCT

Effective and efficient coordinated public transportation system (ongoing) Completion of
CTC review (annual)
Completion of NTD report (annual)
Completion of TDP and TDSP updates (annual)

RESPONSIBLE AGENCY

Ocala/Marion County TPO

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 9,585	\$ 3,001
Consultant:	\$ -	\$ -
Subtotal:	\$ 9,585	\$ 3,001
FTA:		
TPO Personnel:	\$ 3,486	\$ 2,763
FDOT (<i>match</i>):	\$ 436	\$ 345
Subtotal:	\$ 3,922	\$ 3,109
Local:	\$ 436	\$ 345
TD:		
TPO Staff:	\$ 18,884	\$ 20,819
Consultant:	-	-
Subtotal:	\$ 18,884	\$ 20,819
Total:	\$ 32,827	\$ 27,275

UPWP TASK 6.0 – PUBLIC INVOLVEMENT

The Public Transportation task identifies the activities that keep the public involved in the transportation planning process. Activities include meeting notices as well as presenting information to various civic groups and local agencies on a regular basis.

OBJECTIVES

TPO

Ensure adequate opportunity for public input on the transportation planning process as well as specific projects.

FDOT – WORK PROGRAM PUBLIC HEARING

To consider annual changes to the Five Year Work Program pursuant to Section 339.135(4) (C), Florida Statutes.

PREVIOUS WORK

TPO

Continual update of TPO website.

Completed update of TPO Public Involvement Plan. (August 2014)

Provided presentations and/or overviews of TPO activities to various civic and professional groups.

FDOT

Conducted public hearings for Work Program. (December 2016, October 2017) Presented Tentative Work Program to TPO. (January 2016, November 2017)

REQUIRED ACTIVITIES

TPO

- 6.1** Develop and disseminate public information as necessary to inform the public of transportation planning activities. Conduct presentations on transportation related topics to civic and governmental agencies as requested.
- 6.2** Provide a clearinghouse for transportation related activities for all levels of government and public involved in improving the local transportation system.
- 6.3** Complete monthly updates to the TPO Web Page - www.ocalamariontpo.org.
- 6.4** Continue to monitor and track all public information requests.
- 6.5** Update TPO website on a regular basis.

TPO (CON'T)

- 6.6 Develop and publish an annual report on TPO activities.
- 6.7 Periodically review and update Public Involvement Plan (PIP) to comply with the FAST Act, Title VI and other applicable requirements.

FDOT

To develop and conduct the Department's Tentative Five Year Work Program and consider making any changes to the Program that is necessary to balance the Five Year Work Program. The Work Program Public Hearing(s) is being developed and conducted pursuant to Section 339.135(4)(C), Florida Statutes, as amended. The Public Hearing(s) will include information for Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia Counties. The Public Hearing(s) will include consideration of proposed projects for the Florida's Turnpike Enterprise. The Public Hearing(s) and Public Information Meetings are conducted annually. The Department continuously coordinates with the MPOs/TPOs in their project priority development and project selection in the Department's Tentative Five Year Work Program. The Department will hold a Public Hearing(s) for the tentative work program in December of the 2018 and January of the 2019 calendar year. The Department will continuously coordinate with the MPOs/TPOs to provide video tapings of each Public Hearing to be broadcasted on public television. The Department will continue to provide a website for the Work Program Public Hearing. The website will include a link to a webinar option for the MPOs/TPOs and citizens to access the District's Work Program Public Hearing. The website will continue to have information and maps on the Department's Tentative Five Year Work Program.

END PRODUCT

Effective program to provide the public information regarding the transportation planning process and specific projects.
Update of TPO website. (ongoing)

RESPONSIBLE AGENCY

Ocala/Marion County TPO
FDOT

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 22,283	\$ 24,414
Consultant:		-
Subtotal:	\$ 22,283	\$ 24,414
FTA:		
TPO Personnel:	\$ 2,054	\$ 2,109
FDOT (match):	\$ 257	\$ 264
Subtotal:	\$ 2,311	\$ 2,373
Local:	\$ 257	\$ 264

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 22,283	\$ 24,414
Consultant:		-
Subtotal:	\$ 22,283	\$ 24,414
FTA:		
TPO Personnel:	\$ 2,054	\$ 2,109
FDOT (match):	\$ 257	\$ 264
Subtotal:	\$ 2,311	\$ 2,373
Local:	\$ 257	\$ 264
Total:	\$ 24,850	\$ 27,051

UPWP TASK 7.0 – SPECIAL PROJECTS

The Special Projects task identifies the activities that are non-recurring, special studies dealing with various transportation issues.

OBJECTIVES

Conduct identified studies and/or surveys to improve the overall transportation system.

PREVIOUS WORK

Completed ITS Master Plan Update (June 2018)
Completed Transit Development Plan (August 2017) Completed
Bellevue Greenway Study (May 2018) Completed Downtown
Ocala to Silver Springs Trail Crossing Study at SR 35. (January
2018)
Completed Indian Lake Trail Crossing Study at NE 58th
Avenue (January 2018)

REQUIRED ACTIVITIES

7.1 NE 8th Avenue Road Diet Study

The 8th Avenue corridor is currently a five-lane configuration with the fifth lane being a single continuous suicide turn-lane from SR 40 to SR 492. In its current configuration, 8th Avenue is effectively a physical barrier between Tuscowilla Park west of the corridor and the residential land uses to the east. Traffic counts on the corridor currently average approximately 8,600 VPD (2016). Volumes fluctuate from year to year but have never surpassed 10,124 VPD (1998) and have recently been as low as 6,100 (2006).

The Study will identify the correct components to utilize in order to address vehicular traffic capacity and accessibility and at the same time promote a multimodal corridor that connects the residential neighborhood to the east with Tuscowilla Park and the rest of Downtown Ocala.

- Develop/conduct public involvement meetings with affected stakeholders
- Develop corridor design alternatives
- Develop planning-level cost estimates
- Draft and Final Report
- Develop final plan documentation

7.2 Trails Wayfinding, Safety & Supporting Facilities Master Plan

A Trail / Wayfinding Signage, Safety and Education Master Plan and a catalog of supporting facilities is a necessary next step to assist trail users trail projects within the Marjorie Harris-Carr Greenway and to and from Ocala/Marion County's various neighborhoods and parks.

- Stakeholder Meetings
- General Public Involvement Meetings
- Develop signage and wayfinding standards and alternatives
- Planning Level Cost Estimates

- Develop Conceptual Locational Master Plan
- Establish Base Network Dataset
- Develop Trail Facility Guidance
- Develop Project Recommendations
- Safety Plan
- Planning Level Cost Estimates
- Stakeholder Meetings
- Draft and Final Report

7.3 Nature Coast Trail Feasibility Study

The intent of the Feasibility study is to identify a preferred alignment for the development of a multi-use trail along the Nature Coast Trail from Dunnellon to Chiefland.

- Public and Stakeholder Outreach
- Data Collection and Review
- Mapping
- Conduct Field Analysis
- Create Trail Corridor Map and Alternatives
- Planning Level Cost Estimates
- Draft and Final Trail Corridor Feasibility Study Reports

7.4 US 27 Corridor Assessment

The intent of the Corridor assessment between NW 44th Avenue and NW 27th Avenue is to maintain mobility, safety and enhance a key freight corridor and interchanges as the impact of planned industrial and commercial development increases freight and vehicular traffic.

- Data Collection
 - Traffic characteristics, safety crash data, truck traffic
 - Travel speed / intersection bottleneck data
 - Intersection operations
 - Land use (existing and future)
 - Right-way cross sections

7.5 CR 484 Corridor Assessment

The intent of the Corridor assessment between SW 49th Avenue and CR 475A is to maintain mobility, safety and enhance a key freight corridor and interchanges as the impact of planned industrial and commercial development increases freight and vehicular traffic.

- Data Collection
 - Traffic characteristics, safety crash data, truck traffic
 - Travel speed / intersection bottleneck data
 - Intersection operations
 - Land use (existing and future)

- Right-way cross sections
- Existing and future conditions
- Prioritized Action Plans
- Planning Level Cost Estimates
- Technical Appendices Reports

7.6 CR 484 Pennsylvania Avenue Study Addendum

The intent of this project is to provide additional concept plans beyond the existing phase 1 study to address access management, mid-block pedestrian crossing locations, and proposed locations for on-street parking to be reviewed and endorsed by the City of Dunnellon and incorporated into the design plans developed by FDOT.

- ❖ Review previous concept plans approved by the City of Dunnellon
- ❖ Conduct stakeholder meetings to discuss desired outcomes
- ❖ Prepare a conceptual layout illustrating improvement recommendations
- ❖ Identify up to three design alternatives.

FUNDING SOURCES/USES

	FY 2018/19	FY 2019/20
FHWA:		
TPO Personnel:	\$ 34,298	\$ 41,342
Consultant:		\$ -
NE 8th Avenue Road		
Diet	\$ 30,000	
Trails, Wayfinding, Safety & Supporting Facilities Master Plan	\$ 150,000	
Nature Coast Trail Feasibility Study	\$ 40,000	
CR 484 Corridor Assessment*	\$ -	
US 27 Corridor Assessment**	\$ -	
Pennsylvania Avenue Addendum Study	\$ -	
Subtotal:	\$ 254,298	\$ 41,342
STP:		
Consultant:		

<i>Subtotal:</i>	\$ -	\$ -
FTA:		
TPO Personnel:	\$ 9,918	\$ 6,608
FDOT (<i>match</i>):	\$ 1,240	\$ 826
TDP (Sec 5307):	\$ -	
<i>Subtotal:</i>	\$ 11,158	\$ 7,434
Local:	\$ 1,240	\$ 826
<i>Total:</i>	\$ 266,696	\$ 49,602

* The CR 484 Corridor Assessment (\$50,000 project) and the Pennsylvania Avenue Addendum Study (\$31,000) to be paid out of the 16/17 FY allotment of 5305D funds that are referenced in the 16-18 UPWP.

** The US 27 Corridor Assessment (50,000) to be paid out of the FY 17/18 allotment of 5305D funds in the 16-18 UPWP.

FLORIDA DEPARTMENT OF TRANSPORTATION ASSISTANCE

This task outlines the assistance provided to the TPO by FDOT on a number of issues. The information included in this section is prepared by the Florida Department of Transportation and submitted to the TPO for inclusion.

GENERAL PLANNING ACTIVITIES

The Florida Department of Transportation (FDOT) is a contributor to transportation planning and policy development in District Five. Generally, the specific recurring transportation planning activities accomplished by FDOT's District Five Planning Office can be placed in one of the following categories: Transportation Planning Activities, Data Collection Activities and Systems Planning Activities.

REQUIRED ACTIVITIES

TRANSPORTATION PLANNING ACTIVITIES

TPO SUPPORT

Provide a TPO Liaison between the Department and each TPO; provide supporting information and documentation to support TPO planning; review and take appropriate action on Transportation Improvement Program(TIP) and TIP Amendments; review and take appropriate action on Unified Planning Work Program (UPWP) and UPWP Amendments; review and take appropriate action on Long Range Transportation Plan; review and take appropriate action on Public Involvement Plan; prepare and conduct

Federal and State Certification reviews; assist MPOs/TPOs in attending various committee meetings and Community Awareness Planning Meetings; assist MPOs/TPOs with Work Program System issues and reports; assist MPOs/TPOs in State and Federal Grant Programs; and support and assist with transit issues and initiatives. Review and update TPO contract agreements (Interlocal Agreement for the Creation of Metropolitan Planning Organization, Intergovernmental Coordination and Review (ICAR), and Transportation Planning Funds Joint Participation Agreement.

Assist with providing revenue forecasts (for federal and state funds) to the TPO to develop their Long Range Transportation Plans; provide support and assistance to ensure that the MPOs/TPOs comply with the state and federal policies, procedures and federal code of regulation, comply with Title VI in the planning process (UPWP, TIP, Model Validation, etc.) and comply with other certification requirements; provide supporting information and documentation to support TPO planning; assist TPO with boundary and membership issues for merging and emerging TPOs.

TRANSIT SUPPORT

Provide Transit Analyst services between the Department and the TPO; assist the TPO with transit related issues and initiatives; review and recommend appropriate action on TIP and TIP Amendments and UPWP and UPWP Amendments for transit projects. Provide a FDOT representative to the TPO's Transportation Disadvantaged Local Coordinating Board (TDLCB) Meetings; provide technical assistance to the TDLCB; review and update TPO transit grant agreements for Section 5303 grants and transit programs; Assist the TPO with Work Program and execution of all related system issues and reports.

INTERGOVERNMENTAL SUPPORT AND REVIEW

Review and submit recommendations on Local Government Comprehensive Plans (LGCP) amendments, both proposed and adopted, and Evaluation and Appraisal Reports, Capital Improvement Elements (CIEs), and Capital Improvement Plan (CIPs) and TCEAs for appropriate land uses and transportation related impacts on those facilities of state concern. Assist MPOs/TPOs with feasibility studies and implementation planning.

STRATEGIC INTERMODAL SYSTEM PLAN

Process requests for designation changes; coordinate regional and local facilities with the SIS; coordinate the Department's transit initiative with the SIS; manage policy level public and partner involvement efforts related to the SIS; assist in technical level public and partner involvement efforts related to the SIS; assist in providing revenue forecasts.

PUBLIC INVOLVEMENT

Conduct Public Involvement activities related to Efficient Transportation Decision Making (ETDM), Project Development and Environmental (PD&E) studies, and Work Program Public Hearings; provide tools for developing and reviewing projects at the Planning Screen Phase (used in the development of TPO long range transportation plans and SIS cost-feasible plan).

BICYCLE/PEDESTRIAN SUPPORT

Support and assist with bicycle, pedestrian and transit related issues and initiatives. Provide interagency coordination and technical support in the area of multimodal transportation planning and development. Review and provide feedback on local roadway and site plans for the inclusion of alternative transportation facilities. Review and provide feedback on alternative transportation planning documents and studies. Act as District Five steward for regional trail initiatives and projects. Coordinate multimodal transportation network infrastructure inventory and needs assessment for all facilities in District Five.

SAFETY

The District Five Intermodal System Development Safety efforts will support the following: Florida's Pedestrian and Bicycle Focused Initiative, Corridor Planning Studies for TPO projects for Completed Streets, Multimodal Corridors, Context Sensitive Solutions and Transportation Design for Livable Communities, and Improvements to accommodate transit accessibility, pedestrians and accessibility for persons with disabilities.

TRANSPORTATION SYSTEMS MANAGEMENT & OPERATIONS PROGRAM (TSMO)

Develop a District Five Transportation Systems Management and Operations (TSM&O) Program within a team of champions made up of MPOs/TPOs, transit agencies and District staff.

DATA COLLECTION ACTIVITIES

SYSTEMS INVENTORY

Provide for the efficient transfer of road jurisdiction by the Department and local governments based on mutual agreement; functionally classify roads, including the designation of federal aid eligibility; and develop, analyze, and assign an integrated statewide network of federal, local and state systems.

MAPPING

Maintain and provide mapping information related to the SIS; maintain and update functional classification maps.

SYSTEM PLANNING ACTIVITIES

DEVELOPMENT OF REGIONAL IMPACT (DRI) REVIEW

Conduct large scale development review through the DRI process or as requested by Regional Planning Councils. These reviews offer technical comments and may result in

the development and coordination of transportation projects and funding partnerships, including agreements with developers. These projects are then coordinated with the TPO during project development, prioritization, or programming. In addition, provide review and comments for the review of master plans, sectors plans and sub-DRI developments for impacts to the state highway system.

SYSTEMS MANAGEMENT

Provide assistance for determining the need for, and feasibility of, new access points (IJRs) and modifications (IMRs) to existing access points on the SIS facilities; conduct Level-of-Service analysis that will determine current and future conditions of the State Highway System; Project Design Traffic and 18 KIP Equivalent Single Axle Loadings (ESALs) preparations.

MODELING

The District will continue to support regional transportation modeling activities and gather information on how to make improvements through improved policies, procedures and guidelines for transportation demand forecasting for the Florida Standard Model; assist in validation of models and conduct planning studies requested by local governments and TPOs.

STRATEGIC INTERMODAL SYSTEM

Conduct Traffic/Travel Demand Assignment Studies; develop traffic projections; develop and maintain a SIS Needs Plan and SIS Cost Feasible Plan; provide input for SIS modifications and refinements; develop, coordinate and distribute SIS corridor plans.

FDOT DISTRICT 5 SPECIFIC ACTIVITES

TRAFFIC MODELING

The Department will continue to support the District Five MPOs/TPOs (Space Coast TPO, Lake~Sumter MPO, Ocala/Marion TPO, METROPLAN ORLANDO, and River-to- Sea TPO) with ongoing modeling activities applications, enhancements and technical support.

EFFICIENT TRANSPORTATION DECISION MAKING (ETDM)/SOCIOCULTURAL EFFECTS (SCE)

To assist and collaborate with Space Coast TPO, Lake-Sumter MPO, Ocala/Marion County TPO, METROPLAN ORLANDO and River-to-Sea TPO with the implementation of the Efficient Transportation Decision Making (ETDM) Process. District Five is coordinating with each of the MPOs/TPOs to determine which projects should be sent out for an ETDM review.

The District will continue assisting the TPO with their ETDM/SCE (Sociocultural Effects) tasks by helping to coordinate schedules, provide guidance, and assist in

sending projects for Planning Screen reviews, including providing guidance with summary reports for those projects. The District will continue to run Programming Screens on projects prior to PD&E, as required by FHWA, FDOT will provide ETDM technical assistance and training to TPO staff as needed or requested.

DISTRICT FIVE CENTRAL FLORIDA GEOGRAPHIC INFORMATION SYSTEMS (CFGIS)

District Five continues to utilize the resources of the Central Florida GIS (CFGIS) initiative. The availability of the Data Clearinghouse allows members of the general public, while providing a user's group forum for GIS users within the Central Florida region, to facilitate data sharing and information exchange. District Five has been a major funding contributor to the CFGIS initiative. Discussions have occurred with the East Central Florida Regional Planning Council (ECFRPC) to further identify the regional data needs, funding partnerships, and the roles and responsibilities of the agencies involved.

The Department is continuing to keep their GIS interactive tools up-to-date utilizing the CFGIS information portal. Some tools currently available on this portal include: TransMap, which serves transit data; the Strategic Intermodal System Implemental & Management (SISIM) tool which allows partners throughout the district to share information concerning the implementation of operational improvements for SIS facilities; etc. Additionally District Five maintains a non-GIS specific information Traffic Data web page on this website. This would make transportation data currently being maintained by the Department more publicly available as an interactive tool to be housed on the CFGIS server.

END PRODUCT

Proper and timely response for management of technical problems and requests. State match to assist in timely and successful completion of FTA sponsored activities.

RESPONSIBLE AGENCY

Florida Department of Transportation

FUNDING SOURCES/USES

For FY 2018/19 & 2019/20, FDOT will soft match PL funds using toll revenue expenditures as a non-cash match toward the non-federal share. The amount reflected above represents the amount of soft match required (both state and local) for the amount of federal PL funds requested. FDOT also provides a cash match for FTA Section 5305(d) funds. Those funds are shown in each task that contains 5305(d) funds.

	FY 2018/19	FY 2019/20
FDOT soft match:		
Administration	\$45,818	\$46,996
Data Collection	\$12,029	\$12,239
LRP	\$44,884	\$26,449
SRP	\$12,165	\$9,277
Public Transportation	\$2,114	\$662
Public Involvement	\$4,915	\$5,385
Special Projects	\$56,086	\$9,118
Total:	\$ 178,011	\$ 110,126

TABLE I
FAST ACT PLANNING
FACTORS

FAST ACT Planning Factors	UPWP Tasks						
	Admin	Data Collection	LRP	SRP	Public Trans.	Public Invlv.	Special Projects
Rural Transportation Planning			X	X	X		X
Transportation Performance Measures	X	X	X	X	X	X	X
ACES (Automated / Connected/Electric/Shared-Use Vehicles)		X	X		X	X	

See page 1 for details

TABLE II
FEDERAL AND STATE PLANNING EMPHASIS AREAS

Federal Planning Emphasis Areas	UPWP Tasks						
	Admin	Data Collection	LRP	SRP	Public Trans.	Public Invlv.	Special Projects
None							
State Planning Emphasis Areas							
Rural Transportation Planning			X	X			X
Transportation Performance Measures		X	X	X	X		X
ACES (Automated/Connected/Electric/Shared-use) Vehicles			X	X	X		X

TABLE III
SCHEDULE OF SELECTED PROJECTS

UPWP TASK	-- 2018 --						-- 2019 --						-- 2020 --											
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TASK 1.0 PROGRAM ADMINISTRATION																								
1.2 Develop 2018/19-19/20 UPWP																								
1.7 Audit																								
1.8 Receive copy of audit reports																								
TASK 2.0 DATA COLLECTION																								
2.1 Collection of count data																								
2.3 Publish Traffic Information Guidebook																								
2.4 CMS data collection																								
2.5 Review of traffic count program																								
2.7 Analysis of accident data																								
TASK 3.0 LONG RANGE PLANNING																								
3.1 2045 LRTP Update																								
3.7 Develop Performance Measures																								
Task 4.0 SHORT RANGE PLANNING																								
4.1 Develop 2024 Priority Projects Develop 2025 Priority Projects																								
4.2 TIP Update (Biannual)																								
4.11 Process FAST ACT TA Applications																								
4.13 Develop Legislative Priorities																								
TASK 5.0 PUBLIC TRANSPORTATION																								
5.3 Develop 2016 NTD Report Develop 2017 NTD Report																								
5.12 Review CTC Performance																								
5.13. Review CTC Fare Structure																								
TASK 6.0 PUBLIC INVOLVEMENT																								
6.5 Develop Annual Report																								
TASK 7.0 SPECIAL PROJECTS																								
7.1 NE 8th Avenue Road Diet																								
7.2 Trails, Wayfinding, Safety & Supporting Facilities Master Plan																								
7.3 Nature Coast Trail Feasibility Study																								
7.4 US 27 Corridor Assessment																								
7.5 CR 484 Corridor Assessment																								
7.6 CR 484 Pennsylvania Avenue Study Addendum																								

**TABLE IV
FY 2018/19 AGENCY PARTICIPATION**

TASK	ELEMENT	FHWA	FTA	FDOT		TD	Local	Total
				Soft Match	Cash Match			
1.0	Admin	\$207,742	\$5,578	\$45,818	\$697	\$7,937	\$697	\$222,652
2.0	Data/Safety	\$54,541	\$5,811	\$12,029	\$726		\$726	\$61,804
3.0	LRP	\$203,505	\$25,189	\$44,884	\$3,149		\$3,149	\$234,992
4.0	SRP	\$55,157	\$7,864	\$12,165	\$983		\$1,983	\$65,987
5.0	Public Trans.	\$9,585	\$3,486	\$2,114	\$436	\$18,884	\$436	\$32,827
6.0	Public Inv.	\$22,283	\$2,054	\$4,915	\$257		\$257	\$24,850
7.0	Special Proj.	\$254,298	\$9,918	\$56,086	\$1,240		\$1,240	\$266,696
	TOTAL	\$807,110	\$59,901	\$178,011	\$7,488	\$26,821	\$8,488	\$909,807

**TABLE V
FY 2018/19 FUNDING SOURCES**

TASK	ELEMENT	Planning Funds (PL)			FTA Section 5305(d)			FTA Sec. 5307	State - Other	TD	Total				Task Total	
		FDOT		Deobligations*		FDOT Cash Match					State	Federal	State	Local		
		FHWA	Soft Match**	Local	FY 14/15	FY 15/16	FTA									Match
1.0	Admin	\$207,742	\$45,818		\$43,000		\$5,578	\$697	\$697			\$7,937	\$213,320	\$54,452	\$697	\$222,652
2.0	Data/Safety	\$54,541	\$12,029		\$51,000		\$5,811	\$726	\$726				\$60,351	\$12,755	\$726	\$61,804
3.0	LRP	\$203,505	\$44,884		\$93,000		\$25,189	\$3,149	\$3,149				\$228,694	\$48,032	\$3,149	\$234,992
4.0	SRP	\$55,157	\$12,165	\$1,000	\$13,000		\$7,864	\$983	\$983				\$63,021	\$13,148	\$1,983	\$65,987
5.0	Public Trans.	\$9,585	\$2,114		\$4,000		\$3,486	\$436	\$436		\$18,884		\$13,071	\$21,434	\$436	\$32,827
6.0	Public Inv.	\$22,283	\$4,915		\$7,000		\$2,054	\$257	\$257				\$24,337	\$5,171	\$257	\$24,850
7.0	Special Proj.	\$254,298	\$56,086		\$44,000		\$9,918	\$1,240	\$1,240		\$0		\$264,216	\$57,326	\$1,240	\$266,696
	TOTAL	\$807,110	\$178,011	\$1,000			\$59,902	\$7,488	\$7,488	\$0	\$0	\$26,821	\$867,011	\$212,320	\$8,488	\$909,807

**TABLE VI
FY 2019/20 AGENCY PARTICIPATION**

TASK	ELEMENT	FHWA	FTA	FDOT		TD	Local	Total
				Soft Match	Cash Match			
1.0	Admin	\$213,084	\$10,133	\$46,996	\$1,267	\$5,008	\$1,267	\$230,758
2.0	Data/Safety	\$55,492	\$5,973	\$12,239	\$747		\$747	\$62,959
3.0	LRP	\$119,920	\$24,699	\$26,449	\$3,087		\$3,087	\$150,793
4.0	SRP	\$42,063	\$10,192	\$9,277	\$1,274		\$2,274	\$55,803
5.0	Public Trans.	\$3,001	\$2,763	\$662	\$345	\$20,819	\$345	\$27,275
6.0	Public Inv.	\$24,414	\$2,109	\$5,385	\$264		\$264	\$27,051
7.0	Special Proj.	\$41,342	\$6,608	\$9,118	\$826		\$826	\$49,602
	TOTAL	\$499,316	\$62,477	\$110,126	\$7,810	\$25,828	\$8,810	\$604,240

**TABLE VII
FY 2019/2020 FUNDING SOURCES**

TASK	ELEMENT	Planning Funds (PL)				FTA Section 5305(d)			State - Other	TD	Total			Task Total	
		FDOT		FY 17		FTA	FDOT				State	Federal	State		Local
		FHWA ¹	Soft Match ²	Local	Unencumb. ³		Cash Match	Local							
1.0	Admin	\$205,800	\$45,390			\$10,101	\$1,263	\$1,263		\$5,008	\$215,901	\$51,661	\$1,263	\$223,435	
2.0	Data/Safety	\$55,492	\$12,239			\$5,973	\$747	\$747			\$61,465	\$12,986	\$747	\$62,959	
3.0	LRP	\$122,204	\$26,953			\$24,699	\$3,087	\$3,087			\$146,902	\$30,040	\$3,087	\$153,077	
4.0	SRP	\$47,063	\$10,380	\$1,000		\$10,192	\$1,274	\$1,274			\$57,255	\$11,654	\$2,274	\$60,803	
5.0	Public Trans.	\$3,001	\$662			\$2,763	\$345	\$345		\$20,819	\$5,765	\$21,827	\$345	\$27,275	
6.0	Public Inv.	\$24,414	\$5,385			\$2,109	\$264	\$264			\$26,523	\$5,648	\$264	\$27,051	
7.0	Special Proj.	\$41,342	\$9,118			\$6,608	\$826	\$826	\$0		\$47,950	\$9,944	\$826	\$49,602	
	TOTAL	\$499,316	\$110,126	\$1,000	\$0	\$62,446	\$7,806	\$7,806	\$0	\$25,828	\$561,762	\$143,760	\$8,806	\$604,201	

Appendix III
Planning Activities within TPO Planning Area

Activity	Limits	Length	Description	Responsible Agency	Website	Completion Date
Current/Upcoming Activities						
NE 8th Avenue Road Diet Study	SR 40 to SR 492		Study will review the feasibility of reducing the NE 8th Avenue corridor from two to four-lanes. Additional proposed enhancements will include a multi-use path and the possible inclusion of on-street parking.	FDOT	-	TBD
	SW 49th Ave to CR 475A	0.85 mi.				
CR 484 Corridor Assessment	NW 27th Ave to NW 44th Ave	2.7 mi	The plan will build upon findings from the interchange study previously conducted on I-75. Necessity of this plan is predicated upon the large scale industrial development that is on-going in the area of US 27 and I-75. The plan will build upon findings from the interchange study previously conducted on I-75. Necessity of this plan is predicated upon the large scale industrial development that is on-going in the area of US 27 and I-75.	FDOT		TBD
US 27 Corridor Assessment Trails Wayfinding & Supporting Facilities Master Plan		1.8 mi	Study will develop a consistent signage/wayfinding master plan and identify needed safety related and supporting facilities for the areawide trail system.	FDOT		TBD
	Countywide	-		FDOT		
Nature Trail Feasibility Study	Dunnellon - Marion County	TBD	Study will determine the most desirable multi-modal alignment within Marion County and the City of Dunnellon for the trail connecting Dunnellon through Marion, Levy and Dixie County to Chiefland.	FDOT		TBD
CR 484/Pennsylvania Avenue Study - Addendum			Final planning study to address access management and on-street parking concerns for redesign of the corridor to accommodate multi-modal features.			
	Blue Run Park to Mary Street	0.75 mi		FDOT		TBD

Appendix III
Planning Activities within TPO Planning Area

Recently Completed Activities					
Transit Development Plan	Countywide	-	Update of 2012 Transit Development Plan	TPO	Sep 2017
Bellevue Greenway Connector Study	City of Bellevue to Greenway	-	Determine most desirable multi-modal route to connect the City of Bellevue to the Cross Florida Greenway.	TPO	May 2018
	(1) SR 35, and (2) NE 58th Avenue	-			-
Trails Crossing Study			Potential crossings for two planned trails were analyzed, conceptually designed and costed out at a planning level.	TPO	Jan 2018
			Plan will identify improvements to enhance multi-modal access consistent with Marion County CRA plan for the area and renovations to Silver Springs State Park.		
Silver Springs Corridor Plan	NE 49 th Court Rd to NE 60 th Ct	1.5 mi	New interchange at I-75 and NW 49th Street	TPO	Aug 2018
NW 49th Street Interchange PD&E	NW 44th Ave to NW 35th Street	1.5 mi.		FDOT	Jun 2018
ITS Master Plan Update	Countywide	-	Update of 2009 ITS Master Plan	TPO	Jun 2018

Section 5305(d) - FY 2019
Grant Management Information System Codes FTA
Funds Only - 80% of Total

Technical Classifications:			
41.11.00	Program Support and Administration	\$	5,578.39
41.12.00	General Development and Comprehensive Planning		
41.13.00	Long Range Transportation Planning (including Major Investment Studies and EIS)	\$	25,189.95
41.13.01	System Level	\$	5,810.65
41.13.02	Project Level	\$	3,486.39
41.14.00	Short Range Transportation Planning	\$	6,291.58
41.15.00	Transportation Improvement Program	\$	1,572.90
41.16.00	Special Projects	\$	9,918.31
41.16.01	Americans with Disabilities Act (ADA)		
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (<i>Public Involvement</i>)	\$	2,053.83
Total FTA Funds			\$ 59,902
Accounting Classifications:			
41.20.01	Personnel	\$	29,434
41.20.02	Fringe Benefits	\$	27,970
41.20.03	Travel	\$	1,498
41.20.04	Equipment		
41.20.05	Supplies		
41.20.06	Contractual		
41.20.07	Other	\$	1,000
41.20.08	Indirect Costs		
Total FTA Funds			\$ 59,902
Fund Allocations:			
41.30.01	MPO Activities	\$	59,902
41.30.02	Transit Operator Activities		
41.30.03	State and/or Local Agency Activities		
Total Net Project Cost			\$ 59,902
Total FTA Funds			\$ 59,902

Section 5305(d) - FY 2019
Grant Management Information System Codes
All Funds

Technical Classifications:			
41.11.00	Program Support and Administration		\$ 6,972.85
41.12.00	General Development and Comprehensive Planning		
41.13.00	Long Range Transportation Planning (including Major Investment Studies and EIS)		\$ 31,486.81
41.13.01	System Level		\$ 7,263.16
41.13.02	Project Level		\$ 4,357.90
41.14.00	Short Range Transportation Planning		\$ 7,864.32
41.15.00	Transportation Improvement Program		\$ 1,966.08
41.16.00	Special Projects		\$ 12,397.64
41.16.01	Americans with Disabilities Act (ADA)		
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (<i>Public Involvement</i>)		\$ 2,567.24
Total Net Project Cost			\$ 74,876
Accounting Classifications:			
41.20.01	Personnel		\$ 36,782.11
41.20.02	Fringe Benefits		\$ 34,953.17
41.20.03	Travel		\$ 1,872.00
41.20.04	Equipment		
41.20.05	Supplies		
41.20.06	Contractual		
41.20.07	Other		\$ 1,250.00
41.20.08	Indirect Costs		
Total Net Project Cost			\$ 74,857
Fund Allocations:			
41.30.01	MPO Activities		\$ 74,876
41.30.02	Transit Operator Activities		
41.30.03	State and/or Local Agency Activities		
Total Net Project Costs			\$ 74,876
	Federal Share (80%)		\$ 59,902
	Local Share (20%)		\$ 14,974
Accounting Classification	FPC	Description	Amount
91.37.08.8P-2	02	Technical Studies - Planning	\$ 74,876

Section 5305(d) - FY 2020
Grant Management Information System Codes
FTA Funds Only - 80% of Total
Ocala/Marion County TPO

Technical Classifications:			
41.11.00	Program Support and Administration	\$	10,133
41.12.00	General Development and Comprehensive Planning		
41.13.00	Long Range Transportation Planning (including Major Investment Studies and EIS)	\$	24,699
41.13.01	System Level	\$	5,973
41.13.02	Project Level	\$	2,763
41.14.00	Short Range Transportation Planning	\$	8,154
41.15.00	Transportation Improvement Program	\$	2,038
41.16.00	Special Projects	\$	6,608
41.16.01	Americans with Disabilities Act (ADA)		
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (<i>Public Involvement</i>)	\$	2,109
Total FTA Funds		\$	62,478
Accounting Classifications:			
41.20.01	Personnel	\$	33,915
41.20.02	Fringe Benefits	\$	26,466
41.20.03	Travel	\$	1,296
41.20.04	Equipment		
41.20.05	Supplies		
41.20.06	Contractual	\$	-
41.20.07	Other	\$	800
41.20.08	Indirect Costs		
Total FTA Funds		\$	62,478
Fund Allocations:			
41.30.01	MPO Activities	\$	62,477
41.30.02	Transit Operator Activities		
41.30.03	State and/or Local Agency Activities		
Total Net Project Cost		\$	62,477
Total FTA Funds		\$	62,478

Section 5305(d)3 - FY 2020
Grant Management Information System Codes
All Funds
Ocala/Marion County TPO

Technical Classifications:			
41.11.00	Program Support and Administration	\$	12,666
41.12.00	General Development and Comprehensive Planning		
41.13.00	Long Range Transportation Planning (including Major Investment Studies and EIS)	\$	30,873
41.13.01	System Level	\$	7,467
41.13.02	Project Level	\$	3,454
41.14.00	Short Range Transportation Planning	\$	10,192
41.15.00	Transportation Improvement Program	\$	2,548
41.16.00	Special Projects	\$	8,260
41.16.01	Americans with Disabilities Act (ADA)		
41.16.02	Clean Air Planning		
41.16.06	Financial Planning		
41.16.07	Management Systems		
41.16.08	Livable Communities		
41.17.00	Other Activities (<i>Public Involvement</i>)	\$	2,637
Total Net Project Cost		\$	78,097
Accounting Classifications:			
41.20.01	Personnel	\$	42,394
41.20.02	Fringe Benefits	\$	33,083
41.20.03	Travel	\$	1,620
41.20.04	Equipment		
41.20.05	Supplies		
41.20.06	Contractual	\$	-
41.20.07	Other	\$	1,000
41.20.08	Indirect Costs		
Total Net Project Cost		\$	78,097
Fund Allocations:			
41.30.01	MPO Activities	\$	78,097
41.30.02	Transit Operator Activities		
41.30.03	State and/or Local Agency Activities		
Total Net Project Cost		\$	78,097
	Federal Share (80%)	\$	62,477
	Local Share (20%)	\$	15,620
Accounting Classification	FPC	Description	Amount
91.37.08.8P-2	02	Technical Studies - Planning	\$ 78,097

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

03/14/2018

4. Applicant Identifier:

Not Applicable

5a. Federal Entity Identifier:

Not Applicable

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

1001

8. APPLICANT INFORMATION:

* a. Legal Name:

Ocala/Marion County Transportation Planning Organization

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-60000392

* c. Organizational DUNS:

0559474280000

d. Address:

* Street1:

201 SE 3rd Street

Street2:

Second Floor

* City:

Ocala

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

34471-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Michael

Middle Name:

* Last Name:

Daniels

Suffix:

Title:

Director

Organizational Affiliation:

* Telephone Number:

352-629-8297

Fax Number:

* Email:

mdaniels@ocalfl.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.505

CFDA Title:

Section 5305 (D)

*** 12. Funding Opportunity Number:**

-

* Title:

Metropolitan Transportation Planning

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 18/19 Section 5305D Allocation

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="59,902.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="14,974.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="74,876.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

03/14/2018

4. Applicant Identifier:

Not Applicable

5a. Federal Entity Identifier:

Not Applicable

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

1001

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* a. Legal Name:

Ocala/Marion County Transportation Planning Organization

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-60000392

* c. Organizational DUNS:

0559474280000

d. Address:

* Street1:

201 SE 3rd Street

Street2:

Second Floor

* City:

Ocala

County/Parish:

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

34471-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Michael

Middle Name:

* Last Name:

Daniels

Suffix:

Title:

Director

Organizational Affiliation:

* Telephone Number:

352-629-8297

Fax Number:

* Email:

mdaniels@ocalfl.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Transit Administration

11. Catalog of Federal Domestic Assistance Number:

20.505

CFDA Title:

Section 5305 (D)

*** 12. Funding Opportunity Number:**

-

* Title:

Metropolitan Transportation Planning

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY 19/20 Section 5305D Allocation

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="62,477.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="15,620.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="78,097.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

DEBARMENT AND
SUSPENSION
CERTIFICATION

As required by U.S. DOT regulations on Government-wide Debarment and Suspension (Non-procurement) at 49 CFR 29.510:

(1) The Ocala/Marion County TPO certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
- (d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state or local) terminated for cause or default.

(2) The Ocala/Marion County TPO also certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to FTA.

Executed this 24th day of April 2018

By: _____
David Moore, Chairman

TITLE VI
NONDISCRIMINATION POLICY
STATEMENT

The Ocala/Marion County Transportation Planning Organization (TPO) assures the Florida Department of Transportation 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 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The TPO further agrees to the following responsibilities 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 Recipient'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 clauses of *Appendix A* 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 Recipient shall immediately be forwarded to the FDOT District 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.

Executed this 24th day of April 2018

By: _____
David Moore, Chairman

APPENDIX A

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.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) 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.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Ocala/Marion County Transportation Planning Organization that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Ocala/Marion County Transportation Planning Organization and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Ocala/Marion County Transportation Planning Organization in a non-discriminatory environment.

The Ocala/Marion County Transportation Planning Organization shall require its consultants to not discriminate on the basis of race, color, national origin, sex, age, handicap/disability, or income status in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

Executed this 24th day of April 2018

By: _____
David Moore, Chairman



Project Briefing

Ocala/Marion Transportation Planning Organization

Presenter: Alison Stettner, AICP



March 27, 2018

COASTAL CONNECTOR

Florida's Next Generation Corridor

1

Background

2

Study Process

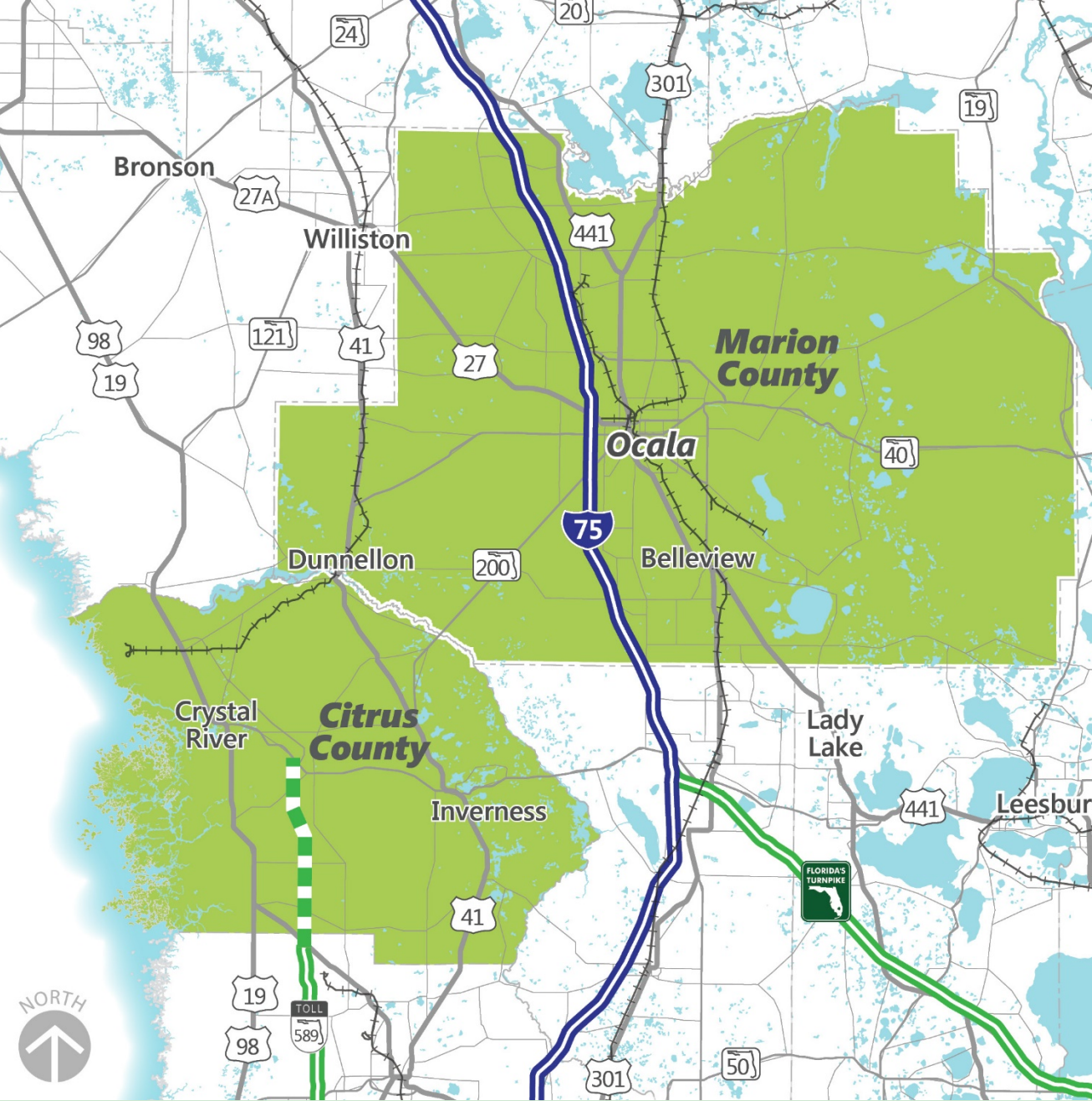
3

Upcoming Events

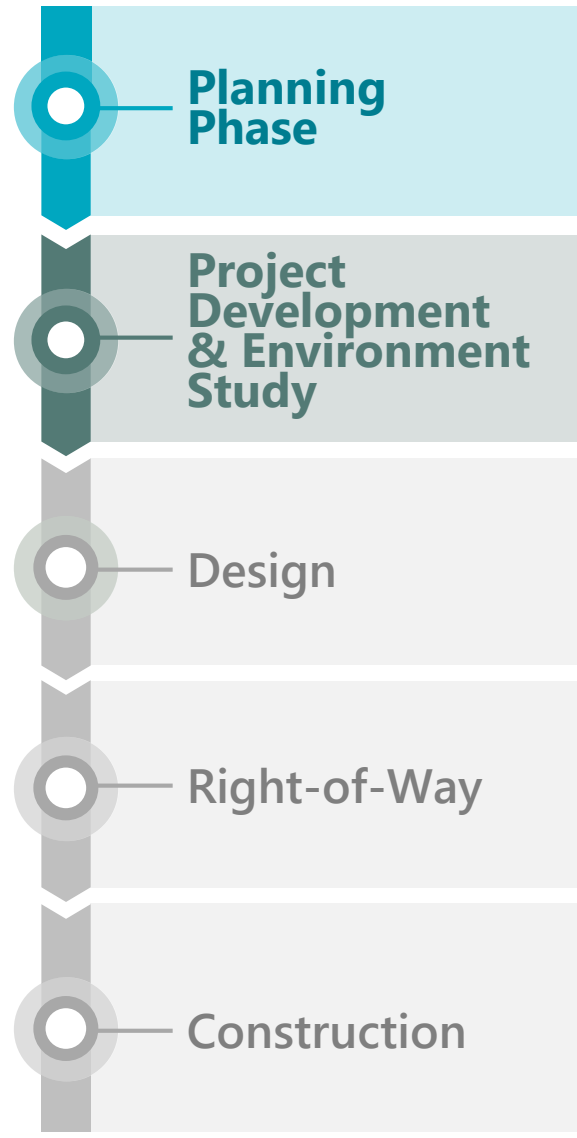
4

Stay Engaged

Study Area & Project Development Process



We Are Here →



Purpose and Need

What is the Purpose of the Study?

- Evaluate the feasibility of:
 - A new transportation corridor
 - In Citrus and Marion Counties
 - Tampa Bay area to I-75/US 301 region

Why is the Project Needed?

- Address transportation challenges including:
 - Population growth
 - Traffic congestion
 - Truck and visitor traffic
 - Hurricane evacuation



Accommodate
Population Growth



Reduce Traffic
Congestion



Provide for Efficient
Freight Movement



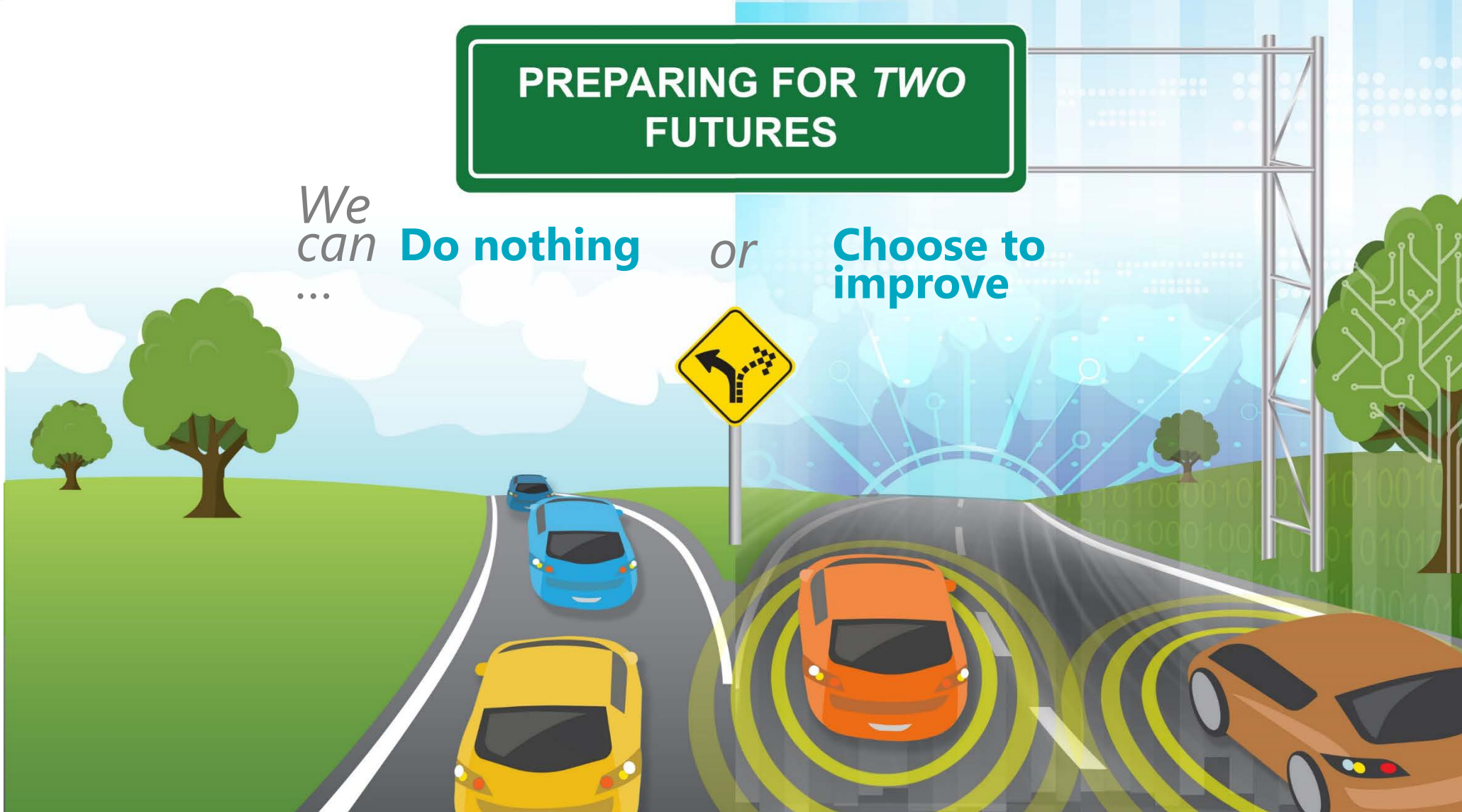
Address Visitor Traffic



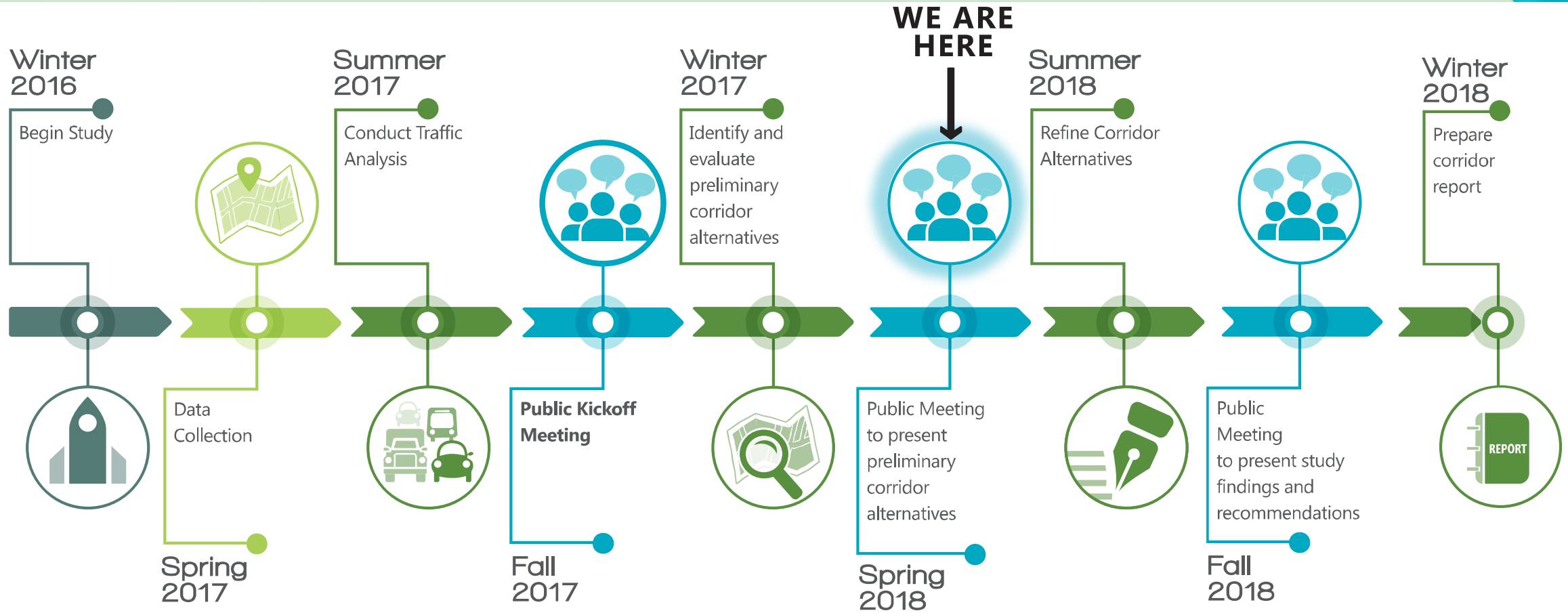
Reduce Evacuation
Times

PREPARING FOR TWO FUTURES

We can **Do nothing** or **Choose to improve**
...

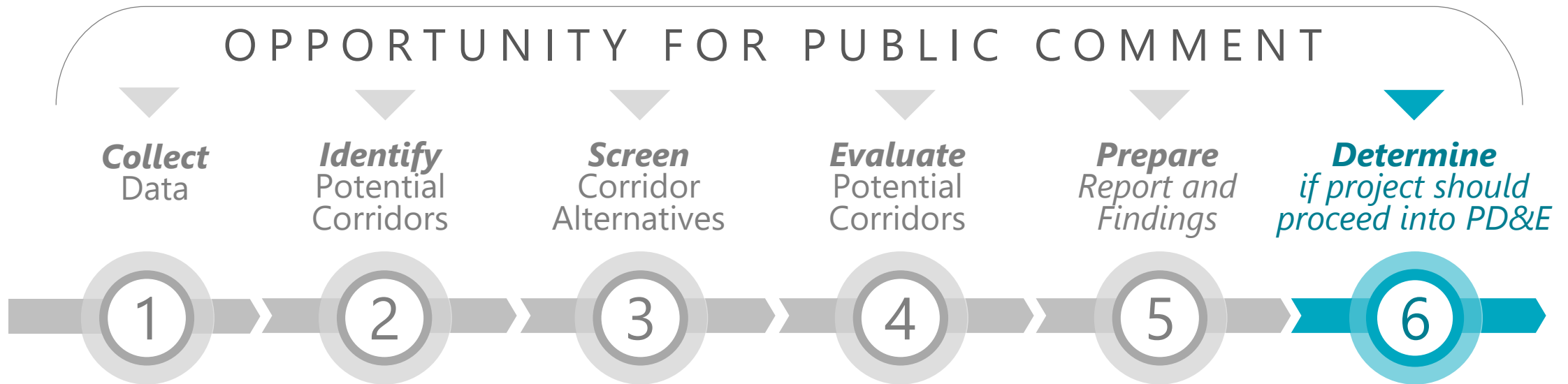


Study Schedule



PUBLIC INVOLVEMENT

- **Alternative Corridor Evaluation (ACE) process**
 - Provides a method for identifying and evaluating corridors
 - Allows for stakeholder, agency and public input
 - Meets the state and federal planning requirements for the next phase



Status Update

- ✓ Conducted initial outreach meetings
- ✓ Completed data collection
- ✓ Conducted a Public Kick-off Meeting
 - Citrus County, October 12, 2017 (64 in attendance)
 - Marion County, October 18, 2017 (46 in attendance)
- ✓ Performed traffic analysis
- Identifying preliminary corridor alternatives
- Beginning evaluation of alternatives
- Continue stakeholder outreach



Upcoming Meetings

Corridor Alternatives Public Meeting:

*Citrus
County*

Date:

Thursday, April 26, 2018

Time:

4:00 - 7:00 p.m.

Location:

National Guard Armory
8551 W Venable Street
Crystal River, FL 34429

*Marion
County*

Date:

Tuesday, May 1, 2018

Time:

4:00 - 7:00 p.m.

Location:

Hilton Ocala
3600 SW 36th Avenue
Ocala, FL 34429

Can't attend the meeting?



www.CoastalConnector.com

Contact Us



Rebecca Bolan, PE

Project Manager for
Florida's Turnpike Enterprise
(Montgomery Consulting Group)

PO Box 613069
Ocoee, FL 34761
(407) 264-3416

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Rax Jung, PE

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Environmental Management Office

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QUESTIONS?



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium
601 SE 25th Avenue, Ocala, FL 34471

February 27, 2018

MINUTES

Members Present:

Commissioner Jeff Gold
Mayor Kent Guinn (*arrived 4:03pm*)
Councilwoman Valerie Hanchar
Councilman Justin Grabelle
Commissioner Ronald Livsey
Commissioner David Moore
Councilman Jay Musleh
Councilwoman Mary Rich
Commissioner Michelle Stone
Commissioner Carl Zalak

Members Not Present:

Commissioner Kathy Bryant
Councilman Brent Malever
Councilman Matthew Wardell

Others Present:

Darren Park, City of Ocala
Don Atwell, Marion County
Oscar Tovar, City of Ocala
Sean Lanier, City of Ocala

Item 1. Call to Order and Roll Call

Chairman Moore called the meeting to order at 4:00 PM. Secretary Shakayla Jacobs called the roll of members. A quorum was present.

Item 2. Proof of Publication

Secretary Shakayla Jacobs stated that the meeting had been published online on the TPO website and on the City of Ocala, Marion County, Belleview, and Dunnellon websites.

Item 3a. Safety Performance Measures and Targets

Mr. Daniels presented the Safety Performance Measures and Targets and said that nationally, state-specific, and locally, transportation plans existed to enhance safety for all users of the transportation system. A coordinated effort to connect all the safety plans had long been in effect in the transportation realm, but over the last two years, a system of Performance Management led to a greater push for comprehensive and coordinated transportation and safety planning. Performance Measures for Safety had been developed by the FHWA, for which targets were being established cooperatively between the FDOT and MPO's within the State of Florida (as well as nationally). Through the coordinated effort, the goals of the Highway Safety Improvement Program (HSIP), Highway Safety Plan (HSP), Strategic Highway Safety Plan (SHSP), and region specific safety and transportation plans could be shown to guide and support one another.

Mr. Daniels said that in August of 2017, the FDOT adopted a target of "Zero" for the five (5) safety performance measures adopted by the Federal Highway Administration (FHWA) for all public roads and at the January 9th TAC & CAC meetings, the committee recommended to adopt the FDOT target of "0" with an interim performance measure based on an average of the last four-five year rolling averages for each performance measure from 2009 to 2016. On January 31st, the TPO board was opposed to adopting a target of 0 and requested additional information to determine the correct performance measures for each category. At the February 13th TAC meeting, the committee approved the performance measure targets based on historical trends however they requested that the word "target" be removed and that the data be referred to as simply historical averages. The CAC approved staff's recommendation.

Mr. Daniels provided the board with additional charts and graphs showing the historical data of crashes from the last five years.

There was board discussion.

Ms. Stone made a motion to approve the Safety Performance Measures and Targets.
Ms. Rich seconded and the motion passed unanimously.

Item 3b. Metropolitan Planning Organization Advisory Council (MPOAC) Freight Priorities

Mr. Daniels presented the Metropolitan Planning Organization Advisory Council (MPOAC) Freight Priorities and said that The Florida Metropolitan Planning Organization Advisory Council (MPOAC) Freight Committee developed a Freight Priority Projects list to be included for consideration for FDOT's annual work program.

The purpose of the list was to prioritize high priority projects Statewide and that the MPOAC, as the association representing all MPOs in Florida, had the opportunity to promote and endorse the priorities on behalf of its members for consideration by the FDOT.

Mr. Daniels told the overview of the process was as followed:

- Each MPO could submit up to 3 freight roadway projects annually for inclusion in the freight priority list; projects must fall on state facilities;
- Projects must have completed the PD&E process and be ready for design and/or construction funding;
- A screening checklist must be completed for each project; this information will illustrate the project is a freight priority;
- The list of freight priorities would undergo MPOAC approval process annually (Freight Committee, Staff Directors Committee, Governing Board)
- Approved list will be transmitted to FDOT Freight Logistics and Passenger Operation (FLP) Office.
- Intent was to influence funding decisions relating to the new 5th year of FDOT's work program as well any changes to years 1 thru 4.

Mr. Daniels said that staff was recommending that the top 3 freight projects be submitted for the statewide freight priority list which included:

- NW 49th Street Interchange
- SW 40th Avenue to SW 27th Avenue
- SW 20th Avenue Road to CR 475A

Mr. Gold made a motion to approve the Metropolitan Planning Organization Advisory Council (MPOAC) Freight Priorities. Mr. Zalak seconded and the motion passed unanimously.

Item 3c. SunTran Advertising

Mr. Daniels said in January of 2018, TPO staff, in coordination with the City Procurement Department issued a Bus Wrap Advertising Opportunity for SunTran buses. One bid was received from Attorney Steven A. Bagen. The price proposal for the bid was \$1,255.51 per month for the first bus, and \$1,056.51 per month (each) for two buses. The bid, price proposal and SunTran advertising policy was enclosed for the board to review.

Mr. Daniels said that staff was requesting direction on whether not to proceed with the Bagen offer.

There was board discussion.

Mr. Gold made a motion to approve SunTran Advertising. Mr. Zalak seconded and the motion passed unanimously.

Item 4a. Belleview to Greenway Trail Update

Mr. Odom introduced Ms. Kate Widness with Kimley-Horn to present the Belleview to Greenway Trail Update.

Ms. Widness said that TPO had enlisted Kimley-Horn & Associates to analyze alternative routes originating from Lake Lillian, in downtown Belleview, to the Marjorie Harris-Carr Cross Florida Greenway. This was an on-going effort to connect all the major municipalities to the growing trail system throughout Marion County. Similar trail connections were also planned for the Cities of Dunnellon and Ocala and future connections to the Town of McIntosh would also be revisited in the future.

Ms. Widness said that to date, stakeholder and public involvement meetings had been conducted along with the preliminary existing conditions analysis and alternatives development. Based on the data, a final alignment was selected at the City of Belleview Commission meeting and would be incorporated as the preferred alternative into the final document. Transmission of the document to the FDOT, along with a project application, would formally begin the funding process for design and construction of the project.

Ms. Widness talked about the three alternatives which included:

- Paved Trail
- Paved Trail Adjacent to Roadway
- Shared Lane Markings

There was board discussion about the trail alternatives.

Mr. Odom let the board know that no decision had to be made at the time it was only for discussion to get the boards input.

Item 4b. SR 35 and NE 58th Avenue Trail Crossing Report

Mr. Odom presented the SR 35 and NE 58th Avenue Trail Crossing Report and said the TPO enlisted Kimley-Horn & Associates to analyze trails crossings on SR 35 and NE 58th Avenue that would be a part of the Silver Springs to Downtown Trail and the Indian Lake State Trail. A FINAL report of the analysis was submitted to TPO staff, on January 18, 2018, that documented the existing conditions and recommended treatments at both locations.

Mr. Odom said that the purpose of the study was to evaluate crossing treatment options at two future trail crossing/connection locations and provide recommendations for the appropriate treatment to include in any future design phases of the project. The study focuses on the following two trail crossings, per the request of the Ocala/Marion County Transportation Planning Organization (TPO):

- A trail crossing at State Road (SR) 35 to connect the downtown trail to the Silver Springs State Park
- A trail crossing at NE 58th Avenue to connect the Indian Lake State Forest and Silver Springs State Forest

Mr. Odom said the existing conditions of the roadways subject to each trail crossing location were reviewed to identify the appropriate facility treatments. The roadway characteristics, posted speed limit, traffic volume, and crash history were evaluated in the review for the appropriate location and treatment. Guidance from the Florida Department of Transportation (FDOT) and the Manual on Uniform Traffic Control Devices were utilized in the determination of the recommended crossing treatment.

A conceptual layout of each recommended crossing location and treatment was prepared and discussed with stakeholders from Marion County Planning, Marion County Parks and Recreation, Florida Park Service, FDOT, and the TPO. This study had been updated to reflect the December 2017 notice from FHWA terminating their approval of the use of Rectangular Rapid Flashing Beacons (RRFB) for mid-block pedestrian crossings. Input from the stakeholders was incorporated into the final recommendations within the study.

Item 5. Consent Agenda

Ms. Stone made a motion to approve the Consent Agenda. Mr. Musleh seconded and the motion passed unanimously.

Item 6. Comments by FDOT

Ms. Kersey with FDOT informed the board of a Public Hearing for Project US 27 at CR 464B Safety Improvements Median Modification that was to be held at Fellowship Baptist Church 10500 US 27, Ocala, FL 34482 on Thursday, March 8, 2018 from 5-7pm.

Ms. Kersey also included the monthly construction report for the board to review.

Item 7. Comments by TPO Staff

Mr. Daniels introduced William Goodman who was a sophomore at Forest High School that attended the board meeting to see how the TPO conducted meetings. Mr. Daniels said that as part of a project that William was working on he had been working with the TPO to see the behind the scenes of what is done to complete transportation projects.

Mr. Daniels also let the board know that he was expecting to show the board the SunTran bus videos that would be used on the SunTran's new website at the next regularly scheduled meeting.

Item 8. Comments by TPO Members

There were no comments by TPO members.

Item 9. Public Comment

There was no public comment.

Item 10. Adjournment

Chairman Moore adjourned the meeting at 5:13 PM.

Respectfully Submitted By:

Shakayla Jacobs, TPO Administrative Assistant



Ocala/Marion County TPO

Joint Certification – 2018

February 5, 2018

Contents

Purpose	1
Certification Process	2
Risk Assessment Process	3
Section 1: MPO Overview.....	4
Section 2: Long-Range Transportation Plan (LRTP).....	7
Section 3: Transportation Improvement Program (TIP).....	8
Section 4: Unified Planning Work Program (UPWP).....	9
Section 5: Finances and Invoicing	10
Section 6: Title VI and ADA	14
Section 7: Disadvantaged Business Enterprises	17
Section 8: District Specific Questions	18
Section 9: Clean Air Act	20
Section 10: Noteworthy Practices & Achievements.....	21
Section 11: Recommendations and Corrective Actions	22
Section 12: Attachments	23

Purpose

Each year, the District and the MPO must jointly certify the metropolitan transportation planning process as described in [23 C.F.R. §450.336](#). The joint certification begins in January. This allows time to incorporate recommended changes into the Draft Unified Planning Work Program (UPWP). The District and the MPO create a joint certification package that includes a summary of noteworthy achievements by the MPO and, if applicable, a list of any recommendations and/or corrective actions.

The certification package and statement must be submitted to Central Office, Office of Policy Planning (OPP) no later than June 1.

Certification Process

Please read and answer each question using the checkboxes to provide a “yes” or “no.” Below each set of checkboxes is a box where a justification for each answer is to be inserted. The justification given must be in adequate detail to explain the question. Determining “adequate detail” is at the discretion of the MPO Liaison conducting the Certification. **Please add a justification for every answer where a box exists.**

Since all of Florida’s MPOs adopt a new Transportation Improvement Program (TIP) annually many of the questions related to the TIP adoption process have been removed from this certification, as these questions have been addressed during review of the draft TIP and after adoption of the final TIP.

Please attach any correspondence or comments related to the draft or final TIP, and the TIP checklist used by Central Office and the District, as an appendix to this certification report.

As with the TIP, many of the questions related to the Unified Planning Work Program (UPWP) and Long-Range Transportation Plan (LRTP) have been removed from this certification document, as these questions are included in the process of reviewing and adopting the UPWP and LRTP.

If the MPO has adopted a new UPWP or LRTP during the year covered by this certification, please attach any correspondence or comments related to the draft or final UPWP or LRTP, and any related checklists used by Central Office and the District, as an appendix to this certification report.

Note: This Certification has been designed as an entirely electronic document and includes interactive form fields and checkboxes. Section 12: Attachments allows you to embed any attachments to the certification, including the [MPO Joint Certification Statements and Assurances](#) document that must accompany the completed Certification report.

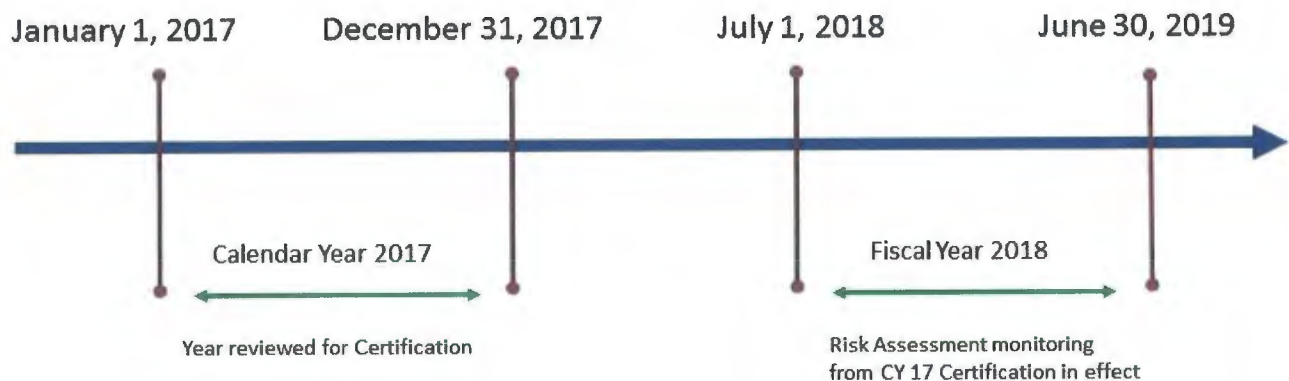
Please use the electronic form fields to fill out the Statements and Assurances document, and then print it. Once all of the appropriate parties sign the Statements and Assurances, scan it and attach it to the completed Certification in Section 12: Attachments.

Risk Assessment Process

Section 5: Finances and Invoicing is intended to satisfy the Risk Assessment requirements described in [2 CFR §200.331](#). These questions will be quantified using a point scale to assign a level of risk for each MPO, which will be updated annually during the Joint certification process. The results of the MPO Risk Assessment will determine the minimum frequency of which the MPO’s supporting documentation for their invoices is reviewed by FDOT District Liaisons for the upcoming year. The frequency of review, based on the level of risk is below:

Scale	Risk Level	Frequency of Monitoring
0-1	Low	Annually
2-3	Moderate	Bi-annually
4-5	Elevated	Triennially
>6	High	Quarterly

Risk Assessment: Certification Year vs. Monitoring



Section 1: MPO Overview

1. Does the MPO have up-to-date agreements such as the interlocal agreement that creates the MPO, the intergovernmental coordination and review agreement; and any other applicable agreements? Please list all agreements and dates that they need to be readopted.

[\[23 C.F.R. 450.314 \(a\) and \(e\)\]](#)

Please Check: Yes No

Interlocal Agreement - adopted on 6/21/16 and to be reviewed every 5 years
 ICAR Agreement - adopted on 10/3/17 and to be reviewed every 5 years
 MPO Agreement - adopted on 7/25/17 and to be readopted in July every 2 years
 Public Transportation Participation Agreement - Executed on 12/18/17 and to be readopted in December 2018
 LRTP - adopted October 2015 and to be readopted in November 2020

2. Does the MPO coordinate the planning of projects that cross MPO boundaries with the other MPO(s)?

[\[23 C.F.R. 450.314\(e\)\]](#)

Please Check: Yes No

Ocala/Marion County TPO meets with the Central Florida MPO Alliance quarterly and the MPOAC 9 months out of the year to discuss and priorities regional projects. The Central Florida MPO Alliance has developed a Regional Priority List and it is on their website address: https://metroplanorlando.org/wp-content/uploads/Combined-2016-CFMPOA-Priority-Project-Lists_ADOPTED.pdf

3. Does the MPO planning process provide for consideration of the 10 Planning Factors?

[\[23 U.S.C. 134\(h\); 23 C.F.R. 450.306\(a\)\]](#)

Please Check: Yes No

The TPO's Unified Planning Work Program includes the 10 planning factors from the FAST Act legislation. The factors are included in the MPO planning process. The planning factors are listed on page 36 of the adopted UPWP and specifies how the TPO has documented the way the planning factors are considered within each UPWP task, see link: <http://www.ocalamariontpo.org/what-we-do/plans-and-programs/upwp> and can also be found in their LRTP page 1-5: <http://www.ocalamariontpo.org/what-we-do/plans-and-programs/lrtp>

4. Are the transportation plans and programs of the MPO based on a continuing, comprehensive, and cooperative process?

[\[23 C.F.R. 450.300 \(a\)\]](#)

Please Check: Yes No

The TPO discusses their 3C process in their Unified Planning Work Program (UPWP) on their Task 1.0 - Administrative Objective, page 17 see link: <http://www.ocalamariontpo.org/home/showdocument?id=4016> and can also be found in their LRTP on page 1-4: <http://www.ocalamariontpo.org/what-we-do/plans-and-programs/lrtp>

5. Does the MPO have an up-to-date congestion management process?

[\[339.175 \(6\)\(c\)\(1\) F.S.\]](#)

Please Check: Yes No N/A

An update was provided to the TPO's Congestion Management Process that focused on safety improvements at nine targeted intersections within Marion County as outlined in the 2040 LRTP chapter 3 and 6, see link:

<http://www.ocalamariontpo.org/home/showdocument?id=4018>; and UPWP task 2 see link: <http://www.ocalamariontpo.org/home/showdocument?id=4016>

Congestion management was last updated as part of the 2040 LRTP; November, 2015.

6. Does the MPO have a documented Public Participation Plan that defines a process in sufficient detail for members of the public to have reasonable opportunity to participate in the planning process?

[\[23 C.F.R. 450.316 \(a\)\]](#)

Please Check: Yes No

The TPO's Public Involvement Plan (same as Public Participation Plan) that can be located on their website: <http://www.ocalamariontpo.org/what-we-do/plans-and-programs/public-involvement-plan> Public involvement/participation are discussed at their monthly board meetings, technical and community advisory meetings all of which are posted to their website and open to the public.

7. Has the MPO recently reviewed its Public Participation Plan? If so, when?

[\[23 C.F.R. 450.316 \(a\)\(1\)\(x\)\]](#)

Please Check: Yes No

The adopted PIP was last amended in August, 2014. It will be amended again as part of the 2045 LRTP.

8. Was the Public Participation Plan made available for public review for at least 45 days before adoption?

[\[23 C.F.R. 450.316\(a\)\(3\)\]](#)

Please Check: Yes No

There was no evident documentation that the Public Participation Plan was made available for public review for at least 45 days. However as part of the updated LRTP an amended Plan will be created meeting this requirement.

9. Does the MPO utilize one of the methods of procurement identified in [2 C.F.R. 200.320 \(a-f\)](#)?

[\[2 C.F.R. 200.320\]](#)

Please Check: Yes No

The TPO in coordination with the City of Ocala Procurement as specified in the staff services agreement complies with the procurement methods in 2 CFR 200.320. We have used methods (a-d) specified in 2 CFR 200.30

10. Does the MPO maintain sufficient records to detail the history of procurement? These records will include, but are not limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Note: this documentation is required by 2 C.F.R. 200.324 (a) to be available upon request by the Federal awarding agency, or pass-through entity when deemed necessary.

[\[2 C.F.R. 200.318 \(i\)\]](#)

Please Check: Yes No

The TPO, in coordination with City of Ocala Procurement maintains all records from the correspondence regarding the contractor selection, basis for price, contract type etc.

11. Does the MPO have any intergovernmental or inter-agency agreements in place for procurement or use of goods or services?

[\[2 C.F.R. 200.318 \(e\)\]](#)

Please Check: Yes No

The TPO has a staff services agreement with the City of Ocala to act as the Administrative Agency for the TPO. In addition, the City agrees to provide a facility with incidental supplies for the adequate use of the TPO as a professional office. The agreement was signed May 24, 2016 and has a 5 year duration.

12. Does the MPO have methods in place to maintain oversight to ensure that consultants or contractors are performing work in accordance with the terms, conditions and specifications of their contracts or work orders?

[\[2 C.F.R. 200.318 \(b\)\]](#)

Please Check: Yes No

The TPO selects a project manager to oversee the performance of the contractor/consultants, and all projects have an approved scope with specific timelines for project deliverables. The TPO staff holds regular meetings with consultants to ensure that they are providing deliverables as specified in contract.

Section 2: Long-Range Transportation Plan (LRTP)

1. When developing the LRTP, did the MPO provide the required individuals and entities a reasonable opportunity to comment on the proposed plan and program?

[\[23 C.F.R. 450.316 \(a\)\]](#)

Please Check: Yes No

There was no LRTP updated this Certification cycle. However, the 2040 LRTP was available for review and public participation from March 24, 2015 to November 24, 2015 as shown on page 20 of the LRTP.

2. Is the LRTP published or otherwise readily available for public review?

[\[23 C.F.R. 450.324 \(k\), 23 C.F.R 450.326 \(b\)\]](#)

Please Check: Yes No

The Ocala/Marion County TPO's LRTP can be viewed on their website address:
<http://www.ocalamariontpo.org/home/showdocument?id=4018>

3. Did the MPO adopt a new LRTP in the year that this certification is addressing?

Please Check: Yes No

If yes, please attach any correspondence or comments related to the draft or final LRTP, and the LRTP checklist used by Central Office and the District, as an appendix to this certification report

Section 3: Transportation Improvement Program (TIP)

1. Did the MPO update their TIP in the year that this certification is addressing?

Please Check: Yes No

If yes, please attach any correspondence or comments related to the draft or final TIP, and the TIP checklist used by Central Office and the District, as an appendix to this certification report

Section 4: Unified Planning Work Program (UPWP)

1. Did the MPO adopt a new UPWP in the year that this certification is addressing?

Please Check: Yes No

If yes, please attach any correspondence or comments related to the draft or final UPWP, and the UPWP checklist used by Central Office and the District, as an appendix to this certification report

Section 5: Finances and Invoicing

1. Are Federal-aid funds expended in conformity with applicable Federal and State laws, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA?

Please Check: Yes No (+1)

Invoices are reviewed by District Five MPO/TPO Liaison prior to submitting to District Five Finance and Accounting Department. The MPO/TPO Liaison uses C.F.R 200 and the FDOT Office of the Comptroller, Disbursement Handbook, and the FDOT Reference Guide For State Expenditures to review what is reasonable, necessary, and eligible for all invoices from the MPO/TPO.

2. How often does the MPO currently submit invoices to the District for review and reimbursement?

The TPO has not submitted their invoices on a regular and consistent schedule.

3. Timeliness of Invoicing

Has the MPO submitted invoices to the District for reimbursement more than 90 days after the end of the invoicing period?

Please Check: Yes (+1 for each late invoice) No

FY 16/17 Quarterly Invoice #1 that ends on October 31, 2016 was received on March 15, 2017.

FY 16/17 Quarterly Invoice #2 that ends on December 31, 2016 was received on June 5on, 2017.

FY 16/17 Quarterly Invoice #3 that ends on March 31, 2017 was received on November 1, 2017. (This invoice was not submitted in time due to the ICAR Agreement not being signed per the corrective action for the 2017 Joint Certification. The ICAR Agreement needed to be signed and submitted by June 30, 2017 before an invoice could be paid; however, the ICAR Agreement was not signed in the time that was given therefore this invoice was still submitted late.)

FY 16/17 Quarterly Invoice #4 that ends on June 30, 2017 was submitted on February 1, 2018.

FY 17/18 Quarterly Invoice #1 that would end on September 30, 2017 has not been submitted to date.

4. Since the last Joint Certification, have any incurred costs by the MPO been deemed unallowable, not necessary or not reasonable by the District based on invoice or supporting documentation review?

Please Check: Yes No

FY 16/17 Invoice #1 had direct expense charges for Professional Service from previous work that should have been billed under their FY 15/16 UPWP close-out and was found to be unallowable. This same invoice had a charge for a "Genuine Leather Surface Pro Protection Case" that was found to be not reasonable as they had the same type of purchase on this invoice that was considerably less.

FY 16/17 Invoice #4 there were unallowable charges under direct expenses for termite tenting treatment of the TPO building as well as six vent stack covers, gutter cleaning and tree trimming.

5. If the answer to question 4 was **yes**, how many incurred costs since the last Joint Certification have been deemed unallowable, not necessary or not reasonable?

+1 for each incurred cost deemed unallowable, not necessary or not reasonable

FY 16/17 Invoice #1 had direct expense charges for Professional Service from previous work that should have been billed under their FY 15/16 UPWP close-out and was found to be unallowable.

FY 16/17 Invoice #1 also had a charge for a "Genuine Leather Surface Pro Protection Case" that was found to be not reasonable as they had the same type of purchase on this invoice that was considerably less.

FY 16/17 Invoice #4 there were unallowable charges under direct expenses for termite tenting treatment of the TPO building as well as six vent stack covers, gutter cleaning and tree trimming.

6. Has the MPO/TPO shown mismanagement of the UPWP budget, the PL fund balance, or incurred expenses, resulting in emergency payments outside of the contract, or other situations of financial concern?

Please Check: Yes (+1) No

The TPO has not mismanaged their UPWP budget that would result in emergency payments outside of the contract.

7. Does the MPO's financial management system comply with the requirements set forth in [2 C.F.R. §200.302](#)?

Please Check: Yes No (+1)

The TPO's financial management system (Eden) is in compliance with applicable requirements in 2 CFR 200.302.

8. Are records of costs incurred under the terms of the MPO Agreement maintained and readily available upon request by FDOT at all times during the period of the MPO Agreement, and for five years after final payment is made?

Please Check: Yes No (+1)

The TPO has always responded with any requests that the Department needs for any of their invoices. The TPO has been required by the FDOT Liaison to always submit detailed back-up documentation with their invoices.

9. Is supporting documentation submitted by the MPO to FDOT in detail sufficient for proper pre-audit and post-audit monitoring?

Please Check: Yes No (+1)

The TPO has always submitted detailed back-up documentation when they submit their invoices. They have been very responsive if the Department requests additional back-up documentation.

10. Does the MPO comply with, and require its consultants and contractors to comply with, applicable Federal law pertaining to the use of Federal-aid funds?

Please Check: Yes No (+1)

Federal-aid funds provided to the TPO are expended in conformity with applicable Federal and State laws, with applicable statutes and regulations, and with applicable policies and procedures. This is verified through the City of Ocala's Comprehensive Annual Financial Report, see link: <http://www.ocalafl.org/home/showdocument?id=1493>
Exhibit B of the contracts document (see attached Kimley Horn contract) the language for federal laws for federal aid funds in the GPC contracts.

Risk Assessment Point Total: 8

Level of Risk: High

Scale	Risk Level	Frequency of Monitoring
0-1	Low	Annually
2-3	Moderate	Bi-annually
4-5	Elevated	Triennially
>6	High	Quarterly

Section 6: Title VI and ADA

1. Does the MPO have a signed Title VI policy statement expressing commitment to non-discrimination?

[\[23 C.F.R. 200.9 \(a\)\(1\)\]](#)

Please Check: Yes No

The TPO has a signed Title VI Nondiscrimination Policy Statement by the MPO Chairman dated 4/26/2016, which is in the adopted UPWP.

2. Does the MPO take action to correct any deficiencies found by FDOT within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance?

[\[23 C.F.R. 200.9 \(a\)\(3\)\]](#)

Please Check: Yes No

The TPO has the capacity to administer required changes to the Title VI Plan Policy as requested by the Department. The MPO has not been requested to correct deficiencies.

3. Does the MPO have a staff person assigned to handle Title VI and ADA-related issues?

[\[23 C.F.R. 200.9 \(b\)\(1\); 49 C.F.R. 27.13\]](#)

Please Check: Yes No

These responsibilities fall to the TPO Director and is referenced on their TPO website:<http://www.ocalamariontpo.org/working-with-the-tpo/title-vi-dbe>

4. Does the MPO have a procedure in place for the prompt processing and disposition of Title VI and Title VIII complaints, and does this procedure comply with FDOT's procedure?

[\[23 C.F.R. 200.9 \(b\)\(3\)\]](#)

Please Check: Yes No

The TPO has a procedure in place on their website:
<http://www.ocalamariontpo.org/working-with-the-tpo/title-vi-dbe>

5. Does the MPO collect statistical data (race, color, national origin, sex, age, disability) of participants and beneficiaries of the MPO’s programs and activities?

[\[23 C.F.R. 200.9 \(b\)\(4\)\]](#)

Please Check: Yes No

The TPO collects statistical data regarding race, income, disability and language proficiency as provided in the submitted TDSP plan which references income distribution on pg 1-8, TD population, pg 1-17, older adults pg 1-29, trad market assessment pg. 1-29. The Title VI Plan which provides population data by race, Limited English Prociencysee section VII. The LRTP included an Environmental Justice Analysis which assesses the transportation impacts on EJ and Non-EJ areas, see Environmental Justice Analysis pg. 3-33-3-34 and Map 3-9.

6. Does the MPO conduct an annual review of their program areas (for example: public involvement) to determine their level of effectiveness in satisfying the requirements of Title VI?

[\[23 C.F.R. 200.9 \(b\)\(6\)\]](#)

Please Check: Yes No

The effectiveness of satisfying the requirements are addressed annually as a part of the responsibilities of the TDLCB. In addition, special consideration is given to Title VI areas as part of our review of our project priorities approval particularly in terms of transit improvements. The TDSP Update is attached. The Service analysis is provided on pg. 1-19 and the Needs Assessment is provided on page 1-29.

7. Has the MPO participated in any recent Title VI training, either offered by the State, organized by the MPO, or some other form of training, in the past year?

Please Check: Yes No

Staff has participated in the video training series and recorded presentations provided on the FTA website regarding Title VI see link:
<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/title-vi-training>

8. Does the MPO have a signed [Nondiscrimination Agreement](#), including Title VI Assurances, with the State?

Please Check: Yes No

The signed Nondiscrimination Agreement, including Title VI Assurances was signed with the State in last years Joint Certification dated April 25, 2017.

9. Do the MPO’s contracts and bids include the appropriate language, as shown in the appendices of the [Nondiscrimination Agreement](#) with the State?

Please Check: Yes No

The TPO utilizes the City of Ocala Procurement Department for all contracts and bids and Non Discrimination Agreement language is included and follows the CCNA requirements pursuant to Florida Statute section 287.055. See link for an example, the nondiscrimination language is provided in Exhibit E:
https://www.prorfx.com/Storage/110S34471_051/ProRFx/Upload/Attachments/General/Exhibit%20E%20-%20Federal%20Appendices%20A%20and%20E%20clauses_355a28e1.pdf

10. Does the MPO hold its meetings in locations that are ADA accessible?

[\[49 C.F.R. 27.7 \(5\)\]](#)

Please Check: Yes No

The TPO holds both their TAC/CAC meetings in the City of Ocala's Service Center and their TPO Board meetings are held at the Marion County Commission auditorium, both buildings are ADA accessible.

11. Does the MPO take appropriate steps to ensure its communications are available to persons with impaired vision and hearing?

[\[49 C.F.R. 27.7 \(6\)\(c\)\]](#)

Please Check: Yes No

The TPO addresses communication accommodations for the vision or hearing impaired on all of their public meetings notices.

12. Does the MPO keep on file for one year all complaints of ADA noncompliance received, and for five years a record of all complaints in summary form?

[\[49 C.F.R. 27.121\]](#)

Please Check: Yes No

The TPO follows the ADA non-compliance procedure as set forth in the link below. However, the MPO has received no ADA non-compliance complaints in the last 5 years.
<http://www.ocalamariontpo.org/working-with-the-tpo/title-vi-dbe>

Section 7: Disadvantaged Business Enterprises

1. Does the MPO have a FDOT-approved Disadvantaged Business Enterprise (DBE) plan?

Please Check: Yes No

The Ocala/Marion TPO has established a DBE Program in 2007 in accordance with the regulations of the U.S. Department of Transportation, 49 CFR Part 26. The meeting minutes (2-27-2007) and dbe plan are attached.

2. Does the MPO track DBE participation through the use of the Bid Opportunity List and DBE Participation Statement?

Please Check: Yes No

The TPO does track the DBE participation however there was no DBE participation in this past year's procurement process.

3. Does the MPO report actual payments to DBEs through the Equal Opportunity Compliance (EOC) system?

Please Check: Yes No

The TPO files a biannual report of DBE Commitments/Awards and payments directly to FDOT see link: <http://www.ocalamariontpo.org/working-with-the-tpo/title-vi-dbe>

4. Does the MPO include the DBE policy statement in its contract language for consultants and subconsultants?

Please Check: Yes No

The TPO utilizes the City of Ocala Procurement Department for all contracts and the DBE Policy Statement language is included in all contracts.

Section 8: District Specific Questions

The District may ask up to five questions at their own discretion based on experience interacting with the MPO that were not included in the sections above. Please fill in the question, and the response in the blanks below. This section is optional, and may cover any topic area of which the District would like more information.

1. How is the MPO/TPO staff organized? Please list all the MPO/TPO staff and the areas that they are responsible for (LRTP, UPWP, TIP, Bike/Ped/DBE, Transit, etc.).

Director, is responsible for all administration of the MPO and for executing the direction of the TPO Governing Board, NTD reporting, Title VI ADA compliance, in addition is responsible for managing the planning consultants and staff, and ongoing priority projects.

Transportation Planner is responsible for the TIP, managing ongoing projects, staff support for the TDLC, SunTran management and traffic study review

Grants manager is responsible for PL/FTA billing as well as TD and 5305 grants management. Responsible for submitting quarterly and closeout billing and works closely with FDOT and City Financial staff.

GIS Specialist is responsible for transportation data management and mapping, Traffic Counts and Trends Manual.

Administrative Assistant is responsible for advertisement and transmission of TPO meeting agendas, MPO meeting minutes, submission of payroll, invoicing and PL billing.

GPC Consultant will be responsible for 2045 LRTP update, corridor studies, ITS Master Plan.

2. On what date was last time that the MPO/TPO Director evaluated on their yearly performance? Please provide a copy of this evaluation.

The Director is currently being evaluated and this process will be completed in March, 2018.

3. Does the MPO/TPO's website have all (past 3 years and present) calendar meetings, agendas and minutes available and easily accessible?

The TPO website has recently been updated and past meeting packets with their corresponding minutes, are available on the website for approximately 1 and 1/2 years. Archived meeting packets for 2015, 16 and 17, which includes date, agenda and minutes are available in the "Who We Are" section of the website.

4. How can the MPO/TPO and the FDOT work together better?

The TPO appreciates all of the collaborative efforts between the TPO and FDOT staff. The TPO suggests that improvement can be made on how comments are provided and addressed, which will result in more effective quarterly billing and closeout billing processes. TPO staff is committed to providing accurate and timely financial information and believes that, through a collaborative approach with FDOT, the issue of timeliness can be resolved.

5.

PLEASE EXPLAIN

Section 9: Clean Air Act

The requirements of [Sections 174](#) and [176 \(c\) and \(d\)](#) of the Clean Air Act.

The Clean Air Act requirements affecting transportation only applies to areas designated nonattainment and maintenance for the National Ambient Air Quality Standards (NAAQS). Florida currently is attaining all NAAQS. No certification questions are required at this time. In the event the Environmental Protection Agency issues revised NAAQS, this section may require revision.

Section 10: Noteworthy Practices & Achievements

One purpose of the certification process is to identify improvements in the metropolitan transportation planning process through recognition and sharing of noteworthy practices. Please provide a list of the MPOs noteworthy practices and achievements below.

Completion of 11 transit shelters for the SunTran bus system. These are the first shelters that have been installed and have been met with positive feedback from the riders and public officials.

Participation in Mobility Week which included the following activities: --CarFit

--Cycling Savvy

--Walk Your Kids to School Day --Bike Rodeo

--Brick City (Downtown) Trolley

Completion of the Land Bridge and Santos Gap Trail projects. With the completion of these trail projects (and even before completion) we are seeing full parking lots at all of the trailheads, with the trails being used for bike riders, kids in strollers, rollerbladers, wheelchair user etc.

Completion of the new website for TPO and SunTran

--providing up to date information to the public

--ensuring that all of our certification documentation are accessible from the website -- ensures all of our meeting notices are in compliance with notification requirements.

-- providing how to ride information for SunTran

With the exception of the billing timeliness issue, the TPO has addressed all recommended and corrective actions in 2017 certification:

--EDTM projects

--All Title VI information is available on the website

--Additional materials such as UPWP, LRTP, priority lists, etc are available and accessible to the public via the Ocala Marion TPO website

--The TPO has diligently tried to keep FDOT notified of all procurement related activities

--The ICAR agreement has been executed.

Section 11: Recommendations and Corrective Actions

Status of Recommendations and/or Corrective Actions from Prior Certifications

In the 2017 Certification it was noted that the ICAR agreement needed to be executed by June 30, 2017 as a Corrective Action. The agreement is required per Florida Statute 339.175(10)(a)(2), failure to execute the agreement could have put the TPO's federal funds in jeopardy. The TPO had until June 30, 2017 to execute the ICAR agreement; however, the agreement was not executed until September 2017. Since the agreement was not signed by the deadline, the Department advised the TPO that no invoices would be paid until the agreement was executed, this caused the TPO to get further behind in their invoicing.

Recommendations

1. Per section 9(A) of the MPO agreement the TPO shall submit a request for reimbursement to the Department on a quarterly or monthly basis. The TPO has not been timely in the submittals of their invoices and should work to improve this.
2. The Department recommends that the TPO continue to update their website with current and historical documents, more specifically their agendas and minutes so that they are easily accessible to the public.
3. The Department recommends that the TPO work to improve notifying the Department in a timely manner of any meetings or activities relating to planning activities within their UPWP.
4. The Department recommends that the TPO add the Congestion Management Process to their TIP. Per the MPO Handbook Section 10.3.1 "CMP Requirements", which also references the Florida Statute (Section 339.175, F.S.) and follows up to state that this also includes Non-TMA MPO's. The Congestion Management Process (CMP) should not only be found in the MPO/TPO's LRTP but it should also be found in their TIP. The CMP could not be located in the Ocala/Marion County's current Amended TIP dated October 10, 2017.

Corrective Actions

Per CFR 450.316 - The Public Participation Plan (PPP) states that "a minimum public comment period of 45 days shall be provided before the initial or revised participation plan is adopted by the MPO" and that the plan should "periodically review the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process." As stated by the TPO in this certification that the TPO could not find documentation that the PPP was made available for public review for at least 45 days. And that the last time the TPO's PPP was review was when it was amended in August of 2014. The MPO Handbook also states that the Title VI/Nondiscrimination "Coordinator should be listed in the MPO Public Participation Plan (PPP) by name and contact information." The TPO has until June 30, 2018 to update their Public Participation Plan.

Section 12: Attachments

Please attach any documents required from the sections above, or other certification related documents here. (Link to [MPO Joint Certification Statements and Assurances](#))

FLORIDA DEPARTMENT OF TRANSPORTATION
MPO JOINT CERTIFICATION STATEMENT

525-010-05
POLICY PLANNING
02/18

Pursuant to the requirements of 23 U.S.C. 134(k)(5) and 23 CFR 450.334(a), the Department and the MPO have performed a review of the certification status of the metropolitan transportation planning process for the Ocala/Marion County TPO with respect to the requirements of:

1. 23 U.S.C. 134 and 49 U.S.C. 5303;
2. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21
3. 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
4. Section 1101(b) of the FAST Act and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
5. 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
6. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and the regulations found in 49 C.F.R. Parts 27, 37, and 38;
7. The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
8. Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and
9. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

Included in this certification package is a summary of noteworthy achievements by the MPO, attachments associated with these achievements, and (if applicable) a list of any recommendations and/or corrective actions. The contents of this Joint Certification Package have been reviewed by the MPO and accurately reflect the results of the joint certification review meeting held on February 5, 2018.

Based on a joint review and evaluation, the Florida Department of Transportation and the Ocala/Marion County TPO recommend that the Metropolitan Planning Process for the Ocala/Marion County TPO be certified with conditions.

Name:
Title: District Secretary (or designee)

Date

Name:
Title: MPO Chairman (or designee)

Date

CHECKLIST FOR TIP

for 5/23/17

Public Involvement

_____ 1. Did the MPO/TPO hold a formal public meeting during the TIP development (YES or NO)

(Y = Yes and N = NO)

- _____ Did the MPO/TPO provide adequate and timely notice about public participation activities;
- _____ Did the MPO/TPO provide opportunity to comment at key decision points;
- _____ Did the MPO/TPO provide reasonable access to information about transportation issues and processes;
- _____ Did the MPO/TPO use visualization techniques to describe the TIP;
- _____ Did the MPO/TPO make public information available in electronic formats such as the World Wide Web;
- _____ Did the MPO/TPO hold public meetings at convenient times and locations;
- _____ Did the MPO/ TPO demonstrate explicit consideration and response to public input;
- _____ Did the MPO/TPO seek out and consider the needs of those traditionally underserved by existing transportation systems such as low-income and minority households;
- _____ Did the MPO/TPO provide additional opportunity for public comment if the Final TIP differs significantly from the Draft TIP;
- _____ Did the MPO/TPO provide a summary, analysis, and report on the comments received on the TIP if there were a significant number of comments received;
- _____ Did the MPO/TPO consult with state and local agencies that are responsible for other types of planning within the metropolitan area (such as planned growth, economic development, environmental protection, airport operations, and freight movements);
- _____ When the MPA includes Federal public lands, did the MPO/TPO involve the Federal land management agencies.

TIP Document

1. Cover Page/Title Page

- a. Official MPO/TPO Name
- b. State Fiscal Years Covered
- c. MPO/TPO Board Approval Date

? 2. Table of Content, title of each section and beginning page number *need to show page #*

? 3. Endorsement stating the date of official MPO/TPO approval and that the TIP has been developed consistent with federal and state requirements. This may be a copy of the MPO/TPO resolution approving the TIP or a signature block on the document cover page signed by the Chairperson.

Pg I-ii - I-iii 4. List of definitions, abbreviations of acronyms and phase codes

I-1 5. Statement that purpose of the TIP is to provide a prioritized listing of transportation projects covering a period of four years that is consistent with the metropolitan long-range transportation plan (LRTP).

- I-1 6. Statement that TIP contains all transportation project with Title 23 and Title 49
- I-3 7. Statement explaining that the TIP is financially constrained for each year
- I-3 8. Provide a financial plan that demonstrates how the TIP can be implemented.
- I-1 9. Statement that TIP is developed in cooperation with State and the transit operator
- I-3 10. Describe the project selection process and state that it is consistent with the federal requirements in **23 C.F.R. 450.330(b)** for non-TMA MPOs or **23 C.F.R. 450.330(c)** for TMA MPOs
- I-4 11. Statement that TIP is consistent with Port and Aviation plans and transit development plans
- I-4 12. Statement that projects are in the Local Comprehensive plans
- I-4 13. Statement identifying the MPO/TPO criteria and process for prioritizing projects
- ? 14. Show a list of projects for which federal funds have been obligated in the preceding year.
- I-12 15. Statement that the DRAFT TIP has been made available to public. What techniques were used.
- I-12 16. Statement of when the Joint Certification was completed
- Not A TMA 17. Statement of last FHWA/FTA Certification and when the next one will be done.
- Not A TMA 18. Congestion Management Process if in Transportation Management Areas
- ? 19. Statement related to the Transportation Disadvantaged services developed pursuant to 427.015
- 1-6-3 20. Project Information to include:

- a. Financial Management Number
- b. Project Description the same as Work Program, Work Type, Termini, and Length
- c. Phase or Phases
- d. Fund Source
- e. Estimated Total Project Cost
- f. Fiscal Year Funding Is In
- g. Summary tables showing the financial constraint of the program
- h. Reference of LRTP page project is on
- i. Category of Federal Funds and sources(s) of Non-Federal Funds
- j. Responsible Agency
- k. The FTA Section Number should be indicated for FTA projects

Kersey, Jamie

From: Kersey, Jamie
Sent: Thursday, July 27, 2017 5:03 PM
To: 'Michael Daniels'
Cc: 'Ken Odom'; Smith, Kellie; Gramovot, Alexander; Reichert, Mark; Parker, Teresa (FHWA)
Subject: Ocala/Marion County TPO - TIP Amendment and Roll Forward Report
Attachments: Roll Forward TIP Amend.pdf; TIP Amendment Letter.pdf

Please find attached the TIP Amendment letter and Roll Forward Report for Fiscal Years 2017/2018 to Fiscal Years 2021/2022. The amendment letter includes corrections to projects already listed in the TIP as well as several new projects listed in the Roll Forward report.

If you have any questions or concerns please feel free to contact me directly.

Jamie Kersey

FDOT MPO/TPO Liaison
Florida Department of Transportation
719 S. Woodland Blvd.
DeLand, FL 32720
Office: (386) 943-5338
Main: (386) 279-5454
Fax: (386) 943-5713
Jamie.kersey@dot.state.fl.us



D5 - MPO Liaison



Florida Department of Transportation

719 South Woodland Boulevard
Deland, FL 32720

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

July 27, 2017

Mr. Michael Daniels
Executive Director
Ocala/Marion County TPO
121 SE Watula Avenue
Ocala, FL 34471

RE: Ocala/Marion County Transportation Planning Organization (TPO) Transportation Improvement Program (TIP), Fiscal Years 2017/2018 to Fiscal Years 2021/2022

The Department has reviewed the Ocala/Marion County's Transportation Improvement Program (TIP) for Fiscal Years 2017/2018 to Fiscal Years 2021/2022. Please see the amendments necessary for the Transportation Planning Organization's (TPO) Transportation Improvement Program as described below. The amendment includes corrections to projects already listed in the TIP as well as several new projects which appeared on the Florida Department of Transportation (FDOT) Adopted Work Program Report but was not included in the latest TIP provided to FDOT. Also included is the 2017 Roll Forward Report. Projects in this report should be included in the TIP if they are not already there. It is not necessary to include DIOH funds into the TIP. I have included the appropriate pages from the FDOT Adopted Work Program for FY 2018 to FY 2022 that also shows the needed changes.

Please note that the changes below should not be approved by the MPO/TPO Board until after October 1, 2017 when the new TIP goes into effect. Please call me if you should have any questions at (386) 943-5338.

TIP PAGE #	FM #	AMEND TO ADD, DELETE, OR CHANGE AMOUNT
1-24	410674-2 SR 40	In FY 2019 total of SN funding for ROW should be \$5,240,000. In FY 2020 change SN funding to be \$1,690,000 and ACNP for Construction to be \$96,948,995.
4-2	437190-1 Bellevue Greenway	Delete Planning – Other Agency phase. Project was added to UPWP.
6-3	427188-2 Section 5307	Add FTA funding and LF funding on phase 94 (Capital Grant). Total FTA funding for FY 2018 \$7,518,146 total LF funding \$1,880,537.

Sincerely,

Jamie Kersey
FDOT Ocala/Marion County TPO Liaison

cc: Alex Gramovot, Central Office FDOT
Mark Reichert, Central Office FDOT
Theresa Parker, FHWA
Kellie Smith, FDOT

Kersey, Jamie

From: Kersey, Jamie
Sent: Tuesday, August 15, 2017 10:38 AM
To: 'Michael Daniels'; 'Ken Odom'
Cc: Smith, Kellie
Subject: TIP Amendment Needed for SR 25/SR 500/US 41 - 439238-1-57-01

Mike/Ken,

The TPO will need to do a TIP Amendment on the project listed below. If you could add this to your August Board Meeting agenda that would be great.

The Florida Department of Transportation requests the following changes to be made to the Ocala/Marion County Transportation Planning Organization's (TPO) Adopted Fiscal Years 2016/2017 through 2020/2021 and 2017/2018 through 2021/2022 Transportation Improvement Program (TIP) in coordination with the corresponding changes to the Department's Adopted Work Program. Please put the amendment date on your cover page of the TIP and the TIP page of the project that is being amended.

Marion County

Project:

FM#439238-1 SR 25/SR 500/US 441, From SR 35 (SE Baseline Road) to SR 200 (SW 10th Street)

Current TIP Status:

Project currently is not in the Fiscal Years 2016/2017 – 2020/2021 TIP

Project currently is not in the Fiscal Years 2017/2018 – 2021/2022 TIP

Proposed

Adding Phase 57 (Construction Railroad) in the amount of \$30,000 in Fiscal Year 2018 with SA (Special Area) Funding.

Explanation:

For Flagging during milling and resurfacing at CSX Railroad #625096-V.

Thank you,

Jamie Kersey

FDOT MPO/TPO Liaison
Florida Department of Transportation
719 S. Woodland Blvd.
DeLand, FL 32720
Office: (386) 943-5338
Main: (386) 279-5454
Fax: (386) 943-5713
Jamie.kersey@dot.state.fl.us

Kersey, Jamie

From: Kersey, Jamie
Sent: Monday, August 28, 2017 11:45 AM
To: 'Michael Daniels'; 'Ken Odom'
Cc: Smith, Kellie
Subject: TIP Amendment Request for September

Good morning/afternoon Mike and Ken, happy Monday!! ☺

As you may (or may not) know, we do not actually do STIP/TIP Amendments in the Month of September but we can go ahead and ask the TPO Board to approve a TIP Amendment and then do the STIP Amendment Tool after October 1, 2017 as long as the Board approves. So please add this to the **September 26, 2017 TPO Board Meeting agenda for approval.**

The Florida Department of Transportation requests the following changes to be made to the Ocala/Marion County Transportation Planning Organization's (TPO) Adopted Fiscal Years 2017/2018 – 2021/2022 Transportation Improvement Program (TIP) in coordination with the corresponding changes to the Department's Work Program. Please make sure that you put the amendment date on your cover page of the TIP and the page of the TIP that the project is listed on.

Marion County

Project:

FM#433651-1 County Road 484, From Southwest 20th Avenue to County Road 475A, Interchange Improvement Project

Current TIP Status:

Project currently is not in the Fiscal Years 2017/2018 – 2021/2022 TIP.

Proposed

Adding Phase 4B (Right of Way Service Contract) in the amount of \$115,000 in Fiscal Year 2018 with SL (Surface Transportation Program funding in area of population 200,000 or less).

Adding Phase 41 (Right of Way In-House Timesheet Charges) in the amount of \$30,000 in Fiscal Year 2018 with SL (Surface Transportation Program funding in area of population 200,000 or less).

Adding Phase 43 (Right of Way Purchase/Acquisition) in the amount of \$500,000 in Fiscal Year 2018 with SN (Surface Transportation Program funding in area of population 5,000 or less).

Explanation:

Department received additional Surface Transportation Program Funding.

Thank you,

Jamie Kersey

FDOT MPO/TPO Liaison
Florida Department of Transportation
719 S. Woodland Blvd.
DeLand, FL 32720
Office: (386) 943-5338
Main: (386) 279-5454
Fax: (386) 943-5713
Jamie.kersey@dot.state.fl.us



CONTRACT FOR GENERAL PLANNING CONSULTANT SERVICES

THIS AGREEMENT is entered into this 2nd day of May, 2017, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a Florida registered, foreign North Carolina corporation (EIN# 56-0885615) with offices at 1823 SE Fort King Street, Suite 200, Ocala, FL 34471 ("Consultant").

WHEREAS:

The City of Ocala, on January 27, 2017, issued a Letter of Interest #TPO/17-001 to obtain continuing contracts with qualified general planning and engineering consulting firms.

Consultant submitted a proposal, and was selected as a finalist and awardee for the above-mentioned services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Consultant will provide professional general engineering services to the City as needed by negotiated Task Work Order on various projects.
2. **COMPENSATION.** City shall pay Consultant for professional engineering services for amounts approved on negotiated task work orders in accordance with the Consultant fee sheet indicated as **Exhibit A- Loaded Hourly Rates**. Sub-consultant fees will be as negotiated at the time a task work order is initiated for a project using current published rates. The City reserves the right not to use any sub-consultant on a project. Completed tasks must be approved and agreed upon by the designated City of Ocala Project Manager before payment will be made. Payments will be made based on a percentage of project completion.
3. **TERM.** The term of this Agreement shall commence on **May 2, 2017** and shall end on **May 1, 2020**.
4. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture

relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.

5. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by Florida Statute, §725.08, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Florida Statute, §725.08(4) including, without limitation, harm or personal injury to third persons during the term of this Agreement.

6. **SAFETY/ENVIRONMENTAL.** Consultant is responsible at all times for precautions to achieve the protection of all persons including employees and property. Consultant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.

7. **ADDITIONAL INSURED.** The "City of Ocala" shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

8. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - A. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

 - B. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Consultant. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Consultant.

C. Duplicate Coverage.

1. Insurance required of Consultant or any other insurance of Consultant shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
2. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
3. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

D. Deductibles. Consultant's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. Consultant is responsible for the amount of any deductible or self-insured retention.

E. Certificates. Consultant shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Finance Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

9. **LIABILITY INSURANCE.** General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by Consultant. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

1. Coverage A- shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
2. Coverage B - shall include personal injury.
3. Coverage C - medical payments, is not required.

B. If the Comprehensive General Liability form is used, it shall include at least:

1. Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

10. **BUSINESS AUTO LIABILITY.** Business Auto Liability insurance shall be provided by Consultant with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

11. **WORKERS' COMPENSATION.** Consultant shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

12. **PROFESSIONAL LIABILITY** Engineer Professional Liability insurance with an occurrence limit of not less than \$1,000,000 shall be required from the Consultant on all contracts for Consultant services. It is recognized that this type of insurance is only available on a claims made basis and Additional Insured endorsements are not available. All contracts for such services shall require they the other party maintains this insurance for at least five (5) years beyond the end of the contract.

13. **STANDARD OF CARE.** Consultant shall render the services consistent with the standard of care, skill, and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project, and at the time the services are to be performed. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.

14. **PERFORMANCE EVALUATION.** At the end of the contract, the City will evaluate the Consultant's performance. This evaluation will become public record.

15. **RECORDS RETENTION.** Audit Right and Retention of Records. Consultant agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Consultant that are directly related to this Contract. Consultant

shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. Consultant shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Public Records Act (if applicable, or, if the Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Public Records Act is determined by City to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the consultant or keep and maintain public records required by the public agency to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

17. **E-VERIFY.** As a requirement and condition of this Agreement, the Consultant must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the Agreement term.
- A. Consultant must include in all subcontracts under this Agreement, the requirement that sub-consultants performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify employment eligibility of all new employees hired by the sub-consultant during the term of the subcontract.
- B. E-Verify is an internet based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary as stated in Article II.D.1.c of the MOU. There is no charge for the employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <http://www.uscis.gov/e-verify>
18. **PROMPT PAYMENT.** Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in *49 CFR 26.29* that requires payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the Prime.

- 19. DRUG FREE WORKPLACE REQUIREMENT.** Consultant submitted a drug free workplace certification with their proposal, and agrees to provide a drug free workplace.
- A. The Consultant, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Consultant's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or

- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
 - B. The Consultant, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - C. In addition to other remedies available to the Government, the Consultant's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Consultant subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.
20. **RELATIONSHIP OF PARTIES.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Consultant in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Consultant, as City is and shall remain an independent contractor by reason of this Agreement.
21. **TERMINATION.** If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. If the Agreement is terminated, the City will pay Consultant for all work satisfactorily completed up to the date of the termination. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination. Notwithstanding the foregoing, either party may terminate this agreement by providing at least 30 days written notice; such termination shall not affect either party's obligations under any approved work order.
22. **REMEDIES.** If any Event of Default occurs, City shall have the right, at the option of City, to pursue all remedies available at law or equity, including the termination of this Agreement and all rights of Consultant hereunder. Notwithstanding City's termination of the Agreement, Consultant shall remain liable to City for all claims for damages, costs or attorneys' fees arising prior to such termination.
23. **NOTICES.** All notices, certifications or communications required by this Agreement shall be

given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Consultant:	Kimley-Horn and Associates, Inc. Jon Sewell, AICP Project Manager 1823 SE Fort King Street, Suite 200 Ocala, FL 34471 Phone: 352-438-3000 Email: jon.sewell@kimley-horn.com
If to City of Ocala:	Tiffany Kimball, Director of Contracts 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, City Attorney Gilligan, Gooding & Franjola, P.A. 1531 S.E. 36 th Ave. Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

24. ATTORNEYS' FEES. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in

addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

25. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
26. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
27. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
28. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
29. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
30. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to

in writing and signed by both of the parties to this Agreement.

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
32. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
33. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force

Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.

36. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
39. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Consultant are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

Exhibit A: Loaded Hourly Rates

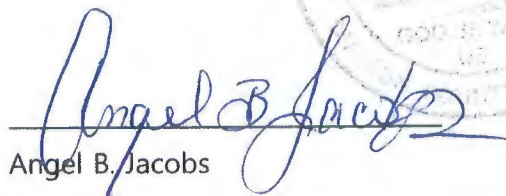
Exhibit B: Federal Aid Contract Terms

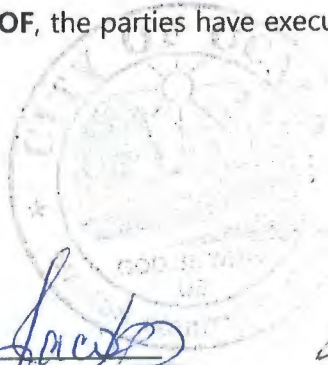
40. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST

CITY OF OCALA


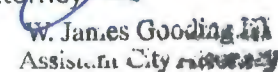

Angel B. Jacobs
City Clerk

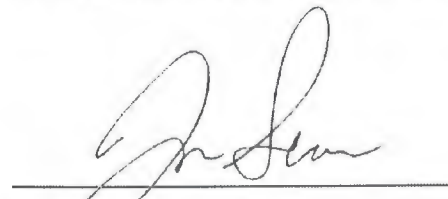



Brent R. Malever
City Council President

Approved as to form and legality

KIMLEY-HORN AND ASSOCIATES, INC.


Patrick G. Gilligan
City Attorney

W. James Gooding III
Assistant City Attorney


Vice President or higher


ACCEPTED BY CITY COUNCIL

DATE
OFFICE OF THE CITY CLERK

Exhibit A – Loaded Hourly Rates

Kimley-Horn and Associates, Inc. Loaded Hourly Rates	
Task	Rate
Chief Engineer	\$242.08
Chief Planner	\$217.56
Engineer	\$122.64
Engineering Intern	\$110.02
Landscape Architect	\$143.47
Principal Engineer	\$235.28
Project Engineer	\$152.10
Project Manager	\$257.81
Project Planner	\$105.74
Secretary/Clerical	\$102.21
Senior Engineer	\$210.66
Senior Landscape Architect	\$189.44
Senior Planner	\$148.21
Senior Project Engineer	\$162.14
Specialist	\$132.98
Local Public Agency Solutions, LLC	
Task	Rate
Senior Planner	\$107.96
Senior Specialist	\$124.57

Exhibit B – Federal Aid Contract Terms

ACCESS FOR INDIVIDUALS WITH DISABILITIES. Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

Exhibit B – Federal Aid Contract Terms

5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

ACCESS TO RECORDS AND REPORTS. 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor

Exhibit B – Federal Aid Contract Terms

access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

ANTI-LOBBYING. 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid 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 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 up to the recipient.

Exhibit B – Federal Aid Contract Terms

BROOKS ACT. Pursuant to the Federal Brooks Act, and Section 287.055, Florida Statutes, price may not be an evaluation criterion during the advertisement and selection phase for professional services procurements. Consultants are prohibited from including references to their proposed professional services fees or indirect rates in Letters of Response, Written Technical Proposals, Oral Presentations, or Interviews. It is permissible to address cost savings specifically related to the construction project. Inclusion of prohibited professional services cost data in a Letter of Response or Technical Proposal may cause the Letter of Response or Technical Proposal to be considered non-responsive. In addition, actual salary rates verified by salary registers, will not be subject to caps, nor will certified overhead be capped.

CIVIL RIGHTS REQUIREMENTS. 29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112; 42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.

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 Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed. National Origin. Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all

Exhibit B – Federal Aid Contract Terms

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

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal

Exhibit B – Federal Aid Contract Terms

Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

CLEAN AIR REQUIREMENTS. 42 U.S.C. 7401 et seq, 40 CFR 15.6, 49 CFR Part 18

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS. 33 U.S.C. 1251

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

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

Exhibit B – Federal Aid Contract Terms

DRUG AND ALCOHOL TESTING. 49 U.S.C. §5331 49 CFR Parts 653 and 654

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Drug and Alcohol Testing Option 1 - The contractor agrees to: (a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2- The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3- The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name

Exhibit B – Federal Aid Contract Terms

of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

ENERGY CONSERVATION REQUIREMENTS. 42 U.S.C. 6321 et seq., 49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FEDERAL CHANGES. 49 CFR Part 18

Exhibit B – Federal Aid Contract Terms

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7) dated October, 2000) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT).

49 CFR Part 29, Executive Order 12549

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Exhibit B – Federal Aid Contract Terms

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, 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. The contractor 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.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by City of Ocala. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS. 1 U.S.C 380 1 et seq. , 4 9 CFR Part 31, 18 U.S.C. 1001, 4 9 U.S.C. 5307

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et sea and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

Exhibit B – Federal Aid Contract Terms

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.

2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

RESOLUTION OF BREACHES AND DISPUTES. 49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Exhibit B – Federal Aid Contract Terms

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 City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ocala, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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 therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor 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 of Florida, in which City of Ocala is located.

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 City of Ocala or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor

Exhibit B – Federal Aid Contract Terms

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.

VETERANS EMPLOYMENT. FTA Circular- 4220.1F - Chapter IV, Part 2, c.(1)

Recipients and sub-recipients of Federal financial assistance under this contract shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E(or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

Exhibit B – Federal Aid Contract Terms

AUDIT AND INSPECTION OF RECORDS. The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION

TITLE VI POLICY

The Ocala/Marion County Transportation Planning Organization is committed to ensuring that no person is excluded from the transportation planning process on because of their race, color or national origin as identified as part of Title VI of the Civil Rights Act of 1964.

TITLE VI COMPLAINT PROCEDURE

Verbal & Non-Written Complaints

Any person who believes that he or she, or any specific class of persons, has been subjected to discrimination or retaliation by the Ocala/Marion County Transportation Planning Organization may file a verbal or written complaint as such actions are prohibited by Title VI of the Civil Rights Act of 1964.

Verbal and non-written complaints received by the TPO shall be resolved by the Director. The Director will acknowledge receipt of the complaint(s) and within ten (10) calendar days inform the Complainant in writing of any action taken or proposed action to address the complaint(s). If actions that have been taken or are proposed to be taken to resolve the situation are not satisfactory to the Complainant, the Director will advise the Complainant to file a written complaint in the manner outlined in the Written Complaint Section.

The staff of the Ocala/Marion County TPO will maintain a log of all verbal and non-written complaints received by the agency. The log will include all of the following information:

- Name of Complainant;
- Name of Respondent;
- Basis of complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status, or retaliation);
- Date verbal or non-written complaint(s) was/were received;
- Explanation of the complaint and the actions that have been taken or are proposed to resolve the issue raised in the complaint.

Written Complaints

If the Complainant does not feel that verbal or non-written procedures have satisfactorily resolved the complaint, or if any time the person(s) request(s) to file a written complaint, the Director shall refer the Complainant to the Florida Department of Transportation (FDOT) District Five Title VI Coordinator for processing in accordance with approved State procedures. Additionally, the Director shall advise the Complainant of other

avenues of redress that are available, such as the Florida Department of Transportation's Equal Opportunity Office (EEO). Additionally, if the Director has previously investigated the complaint, he or she will provide a copy of the reported finding and proposed disposition to the FDOT District Five Title VI Coordinator.

All written complaints received by the Ocala/Marion County TPO shall be immediately referred by the Director to the FDOT District Five Title VI Coordinator. The Director will advise the FDOT District Five Title VI coordinator within five (5) calendar days of the receipt of the complaint. The following information will be included in every notification to the FDOT District Five Title VI Coordinator:

- Name, address, and phone number of the Complainant;
- Name(s) and address(es) of the Respondent;
- Basis of complaint (i.e., race, color, national origin, sex, age, disability, religion, familial status, or retaliation);
- Date of alleged discriminatory act(s);
- Date of complaint received by the Ocala/Marion County TPO;
- A statement of the complaint;
- Other agencies (state, local, or federal) where the complaint has been filed;
- An explanation of the actions the Director has taken to or proposed to resolve the complaint(s).

**DISADVANTAGED BUSINESS ENTERPRISE
AFFIRMITIVE ACTION PLAN**

for the

**OCALA/MARION COUNTY
TRANSPORTATION
PLANNING ORGANIZATION**

February, 2007

TABLE OF CONTENTS

	Page
SECTION I Policy Statement	1
SECTION II Definitions	2
SECTION III Disadvantaged Business Enterprise Liaison Officer	2
SECTION IV Procedures to Ensure that DBE's have Equitable Opportunity to Compete for Contracts and Subcontracts	3
SECTION V Opportunities for the Use of Banks Owned and Controlled by the Disadvantaged	4
SECTION VI Disadvantaged Business Enterprise Directory	4
SECTION VII Procedures to Ascertain the Eligibility of DBE's and Joint Ventures Involving DBE's	5
SECTION VIII Eligibility Standards	5
SECTION IX Confidentiality of Information	6
SECTION X Denials of Certification, Appeal Process, Complaints and Willful Provision of Incorrect Information	6
SECTION XI Percentage Goals for the Dollar Value of Work to be Awarded to DBE's	6
SECTION XII Counting DBE Participation Toward Meeting Goals	7
SECTION XIII Procedures to Require that Participating DBE's are Identified by Name by Competitors for Contracts	7
SECTION XIV Selection Criteria to Ensure that Prime Contracts are Awarded to Competitors that Meet DBE Goals	8
SECTION XV Description of the Methods by Which TPO Will Require Subrecipients, Contractors, and Subcontractors to Comply with Applicable DBE Requirements	8
SECTION XVI Challenge Procedures	9
SECTION XVII Maintenance of Records and Reporting System	9

EXHIBITS

SCHEDULE A	Information for Determining Disadvantaged Business Enterprise Eligibility
SCHEDULE B	Information for Determining Joint Venture Eligibility
SCHEDULE C	Contract Provisions Assuring compliance with Applicable Disadvantaged Business Enterprise Requirements Alternate for DBE Set-Aside Contractors

APPENDICES

APPENDIX A	Definitions
APPENDIX B	Eligibility Standards

I. POLICY STATEMENT

RESOLUTION

BE IT HEREBY RESOLVED BY THE OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION ("hereinafter called " TPO ") that as a result of the implementation of Section 1003 (b) of the Intermodal Surface Transportation Efficiency Act of 1991, which provided that except to the extent that the Secretary of the U.S. Department of Transportation (hereinafter referred to as "DOT") determines otherwise, not less than ten percent of the amounts authorized to be appropriated under the Act shall be expended with small business concerns owned appropriated and controlled by socially and economically disadvantaged individuals; and

WHEREAS, the TPO has developed an affirmative action plan to assure that Disadvantaged Business Enterprise (hereinafter called "DBE"), shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or in part with funds derived from the U.S. Department of Transportation for the TPO; and

WHEREAS, the TPO, in keeping with this commitment has established a DBE Goal of 5% of all Federal Highway Administration (hereinafter referred to as "FHWA") funds available for contracting to be expended with disadvantaged business enterprises; and

WHEREAS, the TPO authorizes the Ocala/Marion County Transportation Planning Organization Chairman to submit a Disadvantaged Business Enterprise Affirmative Action Plan to the FHWA; and

WHEREAS, the TPO understands that failure to carry out this Plan may result in the termination of FHWA funding.

THE OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION hereby declares that it is the policy of TPO to establish, review and maintain specific measurable and attainable percentage goals for DBE participation in contracts utilizing FHWA funds.

OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION

Charlie Stone
Chairman

Date

II. DEFINITIONS

All definitions of terms utilized in this Disadvantaged Business Enterprise Affirmative Action Plan (hereinafter referred to as the "DBE PLAN") shall be identical to those specified in Title 49 Code of Federal Regulations attached hereto and made part hereof as Appendix A. All references in this DBE Plan to DBE's shall include women unless specifically stated otherwise.

III. DISADVANTAGED BUSINESS ENTERPRISE LIAISON OFFICER

- A. Liaison Officer – The TPO Director, shall serve as the Disadvantaged Enterprise Liaison Officer (hereinafter referred to as "DBEO") on all DOT funded projects. It shall be the DBEO's responsibility to oversee all aspects on the DBE Plan. The DBEO shall be directly responsible for the developmental, managerial and technical assistance activities and for the dissemination of information on available business opportunities in order to ensure that DBE's are provided an equal opportunity to bid on TPO projects. The DBEO is the primary person responsible for implementation of the Federal Government's DBE requirements for FHWA assisted projects.

DBEO reports directly to TPO and provides day to day monitoring of all TPO expenditures. The DBEO shall coordinate the activities of the TPO to ensure that all personnel involved in contracting and procurement decisions, including leasing, are carrying out the requirements. All matters related to DBE grievances will be directed to the TPO for consideration and appropriate action.

Position Description

1. Principal Duties and Responsibilities

The DBEO is responsible for developmental, managerial and technical assistance activities and for dissemination of information on available business opportunities to ensure that disadvantaged business enterprises are provided an equal opportunity to bid or make quotes on TPO projects.

2. Reporting Relationship

Reports to the TPO. The DBEO as the TPO Director supervises on a daily basis all procurements and contracting of subcontractors.

3. Specific Responsibilities

- a) Develops, monitors, and revises the DBE Affirmative Action Program;
- b) Identifies the work, goods and services needed by the TPO and its contractors to accomplish DOT funded projects;
- c) Maintains and constantly updates the DBE Directory with specific information on expertise, work performance, and other information. Verifies status of ownership;
- d) Assesses disadvantaged businesses;
- e) Assists in securing management and technical assistance for the establishment, expansion, and overall development of DBE's;
- f) Publicizes business opportunities to DBE's and assists such businesses in obtaining contracts and subcontracts;
- g) Provides DBE's with information in sufficient time to prepare bids and quotations;

- h) Attends pre-bid and pre-construction conferences to explain DBE requirements and responds to questions;
 - i) Participates on bid and proposal review panels;
 - j) Maintains accurate and up-to-date records demonstrating DBE efforts and accomplishments;
 - k) Monitors contractors' and subcontractors' compliance with DBE commitments through life of the contracts;
 - l) Plans and participates in training seminars for the purpose of informing potential bidders of the DBE program and of business opportunities available;
 - m) Serves as liaison with economic development organizations and agencies working in support of economic development in the disadvantaged community;
 - n) Assists in the arrangement of joint ventures between disadvantaged and advantaged firms and two or more disadvantaged firms; and
 - o) Performs related duties as required.
- B. Support Staff - Major responsibility for assisting the DBEO will be with the Senior Transportation Planner who assists with the day to day operations of the TPO staff. It will be his/her responsibility to coordinate with the DBE for gaining the maximum participation by DBE's on an everyday basis. Also, the TPO will provide input for developing a list of available contracting opportunities in terms of materials and supplies in order that the DBEO can develop a DBE Directory that reflects the contracting needs of the TPO.

In conjunction with the City of Ocala Purchasing Department, the DBEO will review the TPO's contracting and leasing policy and proposed contracts and leases to ensure that they confirm to the requirements of this plan.

IV. PROCEDURES TO ENSURE THAT DBE'S HAVE AN EQUITABLE OPPORTUNITY TO COMPETE FOR CONTRACTS AND SUBCONTRACTS

The following procedures shall be implemented as appropriate to facilitate DBE participation in contracting activities:

- A. The TPO will utilize DBE set-asides to the extent necessary and allowable to meet DBE goals.
- B. The TPO will consider breaking down contracts into smaller parts, where economically feasible, and prorate payment and delivery schedule and stage bonding, where legally permissible, as incentives towards greater DBE utilization.
- C. The TPO will use the least complicated bid forms appropriate to each procurement solicitation, and will consider adjusting time, whenever feasible, in order to minimize bidding constraints.
- D. The TPO will attempt to supply contractors, other than disadvantaged contractors, with lists of disadvantaged business enterprises possessing the capability to perform as a subcontractor in specified areas required under the contract to be let, but whether or not such lists are supplied, such contractor shall comply with all the obligations and responsibilities set forth.
- E. The TPO will provide information on business opportunities for DBE's through the use of local newspapers and other media.
- F. The TPO will encourage the formation of joint ventures among DBE's and between disadvantaged and non-disadvantaged firms to provide opportunity for DBE's to gain experience.

- G. The TPO will consider establishing prorated payment and delivery schedules so as to minimize cash flow problems faced by small firms.
- H. The TPO will, when necessary, hold back until completion no more than five (5) percent of monies under a contract let to a disadvantaged business enterprise to enable it to maintain a positive cash flow.
- I. The TPO will offer information on its organization and contractual needs.
- J. The TPO will provide DBE's with the opportunity to review and evaluate similar successful bid documents.
- K. The TPO will provide DBE's with the opportunity to obtain information on the specific reasons for unsuccessful bids through debriefing sessions.
- L. The TPO will work closely with financial institutions, insurance and bonding companies, and prime contractors in an effort to alleviate financial barriers to participation. The TPO will consider giving consideration to providing, waiving, or reducing bonding and insurance, where legally possible. TPO will also consider encouraging prime contractors to provide bonding for their subcontractors, and allowing the utilization of stage bonding carried over from one project stage to the next, and pending wrap-up insurance for contractors and subcontractors.
- M. The TPO will maintain a DBE Source List File utilizing the Florida Department of Transportation qualified listing. As part of a contract proposal or bid request preparation, the TPO will prepare a DBE Directory, together with determinations of DBE eligibility, as specified in Section VII. This Directory will be tailored to the particular contract work being sought.
- N. The TPO will make bid specifications available to all known DBE contractors and professional associations within a reasonable geographic area.
- O. The TPO will hold pre-bid conferences on all major contracts to provide firms with the opportunity to have questions answered and to provide TPO an opportunity to explain DBE requirements,

V. OPPORTUNITIES FOR THE USE OF BANKS OWNED AND CONTROLLED BY THE DISADVANTAGED

The TPO utilizes the financial system of the City of Ocala, Florida. The TPO does not perform any banking functions as an independent agency. Therefore, DBE banking opportunities would exist with the City of Ocala, Florida only.

VI. DISADVANTAGED BUSINESS ENTERPRISE DIRECTORY

For use in conjunction with the ongoing implementation of the DBE Plan, TPO will establish and maintain a Disadvantaged Business Enterprise Source File. This Source File will facilitate identifying DBE's with capabilities relevant to general contracting requirements and to particular situations. From this File, TPO shall make a Directory which shall be available to bidders and proposers in their efforts to meet DBE requirements. In order to maintain a current Directory, as well as to incorporate determinations of DBE eligibility, TPO will implement the following procedures:

In the event that firms listed in the Directory are determined by the Department of Transportation or the Small Business Administration to be eligible DBE's, this information will be added to the Directory. If information regarding such determination is provided to TPO with respect to firms not yet listed in the Directory, such firms together with notice of the eligible DBE determination will be added to the Directory.

In addition, TPO will require of all bidders and proposers the filing of either or both Schedule A and/or Schedule B attached to the DBE Plan, as appropriate, in accordance with the provisions of Section VII hereof. Whenever TPO determines through Schedule A and/or Schedule B that any firm is an eligible DBE, regardless of whether the bidder or proposer is successful, the firm together with notice of the eligible DBE determination will be added to the Directory.

VII. PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF DBE'S AND JOINT VENTURES INVOLVING DBE'S

It will be the policy of TPO that only bona fide DBE firms which are actually owned and controlled by the disadvantaged are to benefit from the requirements of this DBE Program. To implement the policy, DBE's and joint ventures involving DBE's have been and will be certified for legitimacy by TPO. The following procedures will be used to provide the necessary controls and safeguards.

- A. DBE's currently certified as eligible by TPO or by any administration of the U.S. Department of Transportation or DBE's determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under Section 8(a) of the Small Business Act, as amended, must submit evidence of such eligibility or determination to TPO.
- B. In all cases, TPO will require, as appropriate, the submission by DBE's and joint ventures involving DBE's an executed copy of Schedule A and/or Schedule B, which are attached to and made a part of this DBE Plan. Following the submission of Schedule A and/or Schedule B, TPO will provide notice in writing of the determination to the potential or actual bidder or proposer.
- C. TPO shall retain the right to approve all subcontractors and substitutions of subcontractors and will require prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform satisfactorily with another DBE. TPO shall certify or ascertain prior certification of all substitutions of DBE subcontractors after bid opening and during contract performance.

VIII. ELIGIBILITY STANDARDS

The TPO will use the Schedule A (attached Exhibit) and the eight (8) eligibility standards from UMTA Circular 4716.1A in certifying whether a firm is owned and controlled by one or more disadvantaged person and is therefore eligible to be certified as a DBE. These eight (8) standards are included in Appendix B and are incorporated herein.

Particular review and scrutiny will be given by TPO when:

- A. The DBE firm is newly formed, or
- B. The ownership and/or control of the DBE has changed within the past two (2) years, or
- C. There has been a previous or continuing employer-employee relationship between or among present owners, or
- D. There is any relationship between a DBE and a non-DBE which has an interest in the DBE, or
- E. There is any relationship between the DBE and a non-DBB that may not be bona fide.

The intent of the certification process is to ensure that only bona fide DBE's are certified and to exclude firms who are DBE in name only. TPO will therefore, to the extent determined necessary, ask for information and verification beyond that requested on Schedules A and B when additional review is required to determine eligibility. A business wishing to be certified must cooperate with TPO in supplying such additional information as is requested.

After certification, a DBE will be required annually to either submit a new Schedule A or to submit an affidavit certifying that the prior Schedule A is still accurate. However, at any time there is a change in ownership or control of the firm, the DBE will be required to submit a new Schedule A so TPO can determine if the firm's eligibility has been affected.

IX. CONFIDENTIALITY OF INFORMATION

The TPO will safeguard from disclosure to unauthorized persons any information that may be reasonably regarded as confidential business information consistent with Federal, State, and Local law. Only authorized staff of TPO or Federal and State funding sources shall have access to such confidential information. Names of DBE's, type of participation, dollar amounts of participation, and status of certification will, however be public information.

X. DENIALS OF CERTIFICATION, APPEAL PROCESS, COMPLAINTS, AND WILLFUL PROVISION OF INCORRECT INFORMATION

A. Denials of Certification

If the TPO denies certification of a DBE, that denial, unless appealed as provided below, shall be final for any contracts being let by the TPO at the time of the denial. Any DBE or joint venture denied certification may correct deficiencies in ownership and/or control and apply for certification for future contracts.

B. Appeals

All firms requesting certification will be notified of their right to an appeal of TPO denial of certification to the Department of Transportation. This appeal must meet the requirements of 49 CFR Part 23.55.

C. Complaints

In addition to appeal the denial of certification, any person who has any complaint involving a possible violation of any of the Disadvantaged Business Enterprise Requirements of the Department of Transportation may file a written, signed and dated complaint with the Department of Transportation in accordance with the provisions of 49 CFR Part 23.73.

D. Willful Provision of Incorrect Information

If, at any time, the Department of Transportation or the TPO has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the General Counsel of the Department of Transportation.

XI. PERCENTAGE GOALS FOR THE DOLLAR VALUE OF WORK TO BE AWARDED TO DBE's

Overall Goal

TPO has established an overall goal of five (5%) percent for the dollar value of work to be awarded to firms owned and controlled by socially and economically disadvantaged individuals. These goals are based on the total amount of FHWA funding to be received by the TPO for work outlined in the Unified Planning Work Program and the dollar value of these funds available for contracting purposes.

XII. COUNTING DBE PARTICIPATION TOWARD MEETING OVERALL GOALS

A. Commercially Useful Function

The TPO will count towards its DBE goals and towards the DBE goals of third party contractors only expenditures to DBE's that perform a commercially useful function. The DBE will be considered to serve a commercially useful function when it is responsible for execution of a distinct element of the contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. Determination by TPO whether a DBE is performing a commercially useful function will be based on the evaluation of the percentage of work subcontracted, industry practices and any other relevant factors. TPO will evaluate, with the assistance of the DBEO, whether a DBE is subcontracting a significantly greater portion of the work than is the industry norm. If this is determined to be the situation, TPO will presume that the DBE is not serving a commercially useful function. The DBE contractors, however, will be given the opportunity to document any special circumstances which set his/her contract work apart from the norm.

B. Application of Expenditure

DBE participation will be applied toward meeting the DBE goals identified in Section XI as follows:

1. The total dollar value of a contract to a DBE determined to be eligible as provided in Section VIII will be counted toward the applicable goal.
2. The total dollar value of a contract to a DBE owned and controlled by both disadvantaged males and non-disadvantaged females will be counted towards the respective goals in proportion to the percentages of ownership and control of each group in the firm.
3. A portion of the total dollar value of a contract with an eligible joint venture to the percentage of ownership and control of the DBE partner in the joint venture will be counted toward meeting the DBE goal.

XIII. PROCEDURES REQUIRE THAT PARTICIPATING DBE'S ARE IDENTIFIED BY NAME BY COMPETITORS FOR CONTRACTS

When the TPO sets contract goals as a means of reaching the overall goals outlined in this Plan, bidders or proposers who are not eligible DBE's will be required to abide by the following procedures.

- A. TPO shall indicate, in all solicitations for DOT-assisted contracts that provide opportunities for DBE participation, goals for the use of firms owned and controlled by disadvantaged persons which includes women. These solicitations shall require all bidders or proposers to submit written assurance of meeting the contract goals in their bids or proposals.
- B. Within a reasonable time after the opening of bids and before the award of the contract, TPO shall require all bidders or proposers wishing to remain in competition for the contract to submit the names of DBE subcontractors, a description of the work each is to perform, and the dollar value of each proposed DBE contract. Also required at this time will be written evidence of the eligibility of each proposed DBE subcontractor, in the form of either an executed Schedule A and/or Schedule B, or documentation of a prior certification of eligibility, as specified by Section VII hereof.
- C. TPO shall set the time at which bidders and proposers will be required to submit the information required by and shall inform bidders and proposers of this times in the solicitation.
- D. Agreements between a bidder or proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders or proposers are prohibited. Any such agreement shall

automatically disqualify the subcontracting arrangement from counting toward the DBE participation requirements established for the bidder or proposer.

XIV. SELECTION CRITERIA TO ENSURE THAT PRIME CONTRACTS ARE AWARDED TO COMPETITORS THAT MEET DBE GOALS

If any competitor offering a reasonable price meets the DBE contract goals, TPO shall presume conclusively that all competitors that failed to meet the goal have failed to exert sufficient reasonable efforts and consequently are ineligible to be awarded the contract. In the evaluation and implementation of this presumption, TPO shall apply the following criteria:

- A. TPO shall first determine whether the qualified competitor offering the lowest price of firms meeting the DBE contract goals has offered, a reasonable price for the contract. If TPO determines that this competitor has offered a reasonable price, TPO shall award the contract to the firm. If TPO determines that this competitor's price is not reasonable, it shall consider next the price offered by the competitor with the highest percentage of DBE participation of those firms that failed to meet the goal. TPO shall consider the other competitors that failed to meet the goal in order of their percentage of DBE participation until it selects one with a reasonable price.
- B. If TPO determines that no competitor with DBE participation has offered a reasonable price, TPO may award the contract to any competitor that demonstrates that it has made sufficient reasonable efforts to meet the DBE goals.
- C. To decide whether a price offered by a competitor is reasonable, TPO shall use the same criteria that it would use to determine whether, if the competitor has made the only offer to perform the contract, TPO would award the contract.
- D. Competitors that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.
- E. To ensure that all obligations under contracts awarded to DBE's are met, TPO shall require reporting by the contractor and shall review the contractor's DBE involvement efforts during the performance of the contract including whether regularly scheduled progress payments are being made to DBE subcontractors.

XV. DESCRIPTION OF THE METHODS BY WHICH TPO WILL REQUIRE SUBRECIPIENTS, CONTRACTORS, AND SUBCONTRACTORS TO COMPLY WITH APPLICABLE DBE REQUIREMENTS

It is the policy of TPO that DBE's shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

In order to ensure the effective implementation of this policy, the following provisions shall apply:

- A. Schedule C, attached to and made part of this DBE Plan, shall be included in any agreement or contract between TPO and any third party for work financed in whole or in part with Federal funds for which DBE goals are established pursuant to this DBE Plan.
- B. As indicated by the provisions of Section IV of this DBE Plan, TPO will provide assistance to DBE potential or actual prime contractors and subcontractors to enable them to fully participate in this DBE Plan. To the extent that the provision of Section IV hereof are applicable to prime contractors who shall be responsible for providing the same type and degree of assistance to their subcontractors.
- C. During the performance of any contract entered into pursuant to this DBE Plan, whenever TPO believes the contractor may not be in compliance with these provisions, TPO shall conduct an

appropriate investigation. If TPO finds the contractor not in compliance with these provisions, it will notify such contractor in writing of such steps as will, in the judgement of TPO, bring the contractor into compliance. In the event such contractor fails or refuses to take adequate corrective action, TPO may impose sanctions including, but not limited to, one or more of the following:

1. Withholding progress payments until corrective action is taken;
 2. Termination of the contract for cause, without liability to TPO; and/or
 3. Declaring the contractor ineligible for future TPO contracts.
- D. In addition to the above sanctions. Any contractor found to have knowingly engaged in or participated in any attempt, direct or indirect, to evade the provisions of the DBE Plan may be held liable to TPO for any forfeiture of funds or damage caused by delay in the award or performance of the contract resulting from the contractor's noncompliance.

XVI. CHALLENGE PROCEDURES

The following procedures shall be established by TPO to determine whether an individual is socially and economically disadvantaged. TPO challenge procedure shall provide as follows:

- A. Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from TPO as a disadvantaged business. The challenge shall be made in writing to TPO.
- B. With its letter, the challenging party shall include all information available relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.
- C. TPO shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.
 1. If TPO determines that there is not reason to believe that the challenged party is not socially and economically disadvantaged, TPO shall so inform the challenging party in writing. This terminates the proceeding.
 2. If TPO determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, TPO shall begin a proceeding as provided in paragraphs (D).
- D. TPO shall notify the challenged party in writing that his/her status as a socially and economically disadvantaged business enterprise is being challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to TPO, within 15 days, information sufficient to permit TPO to evaluate his/her status as socially and economically disadvantaged individual.

XVII. MAINTENANCE OF RECORDS AND REPORTING SYSTEM

In order to monitor and evaluate the progress of TPO and its third party contractors towards meeting the goals of the DBE Plan, TPO shall develop and maintain a record keeping system.

TPO will require third party prime contractors to submit with invoices a monthly report of their progress in meeting their DBE obligations.

TPO will then prepare, for its own use in monitoring progress of the DBE Program, a monthly report showing cumulative DBE status of all third party contracts.

In addition, TPO will submit quarterly reports to FHWA. These reports will be supplemented with additional information as required to show progress of particular aspects of the DBE Plan.

DISADVANTAGED BUSINESS ENTERPRISE
AFFIRMATIVE ACTION PLAN

EXHIBITS

SCHEDULE A
INFORMATION FOR DETERMINING
DISADVANTAGED BUSINESS ENTERPRISE ELIGIBILITY

1. Name of Firm _____

2. Address of Firm _____

3. Telephone number of Firm _____

4. Indicate whether Firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify).

5. Nature of Firm's business _____

6. Years Firm has been in business _____

7. Ownership of Firm: Identify those who own 5 percent or more of the Firm's ownership. Columns "e" and "f" need be filled out only if the Firm is less than 100 percent disadvantaged owned.

a. Name	b. Race	c. Sex	d. Years of ownership	e. Ownership percent age	f. Voting percent age
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With Firms less than 100 percent disadvantaged owned, list the contributions of money, equipment, real estate, or expertise of each of the owners.

8. Control of Firm: Identify by name, race, sex, and title in the firm, those individuals (including owners and non-owners) who are responsible for day-to-day management and policy decision making, including but not limited to, those with prime responsibility for:

a) Financial decisions: _____

b) Management decisions, such as: _____

1) Estimating _____

2) Marketing and Sales _____

3) Hiring and Firing of Management Personnel _____

4) Purchase of Major Items or Supplies _____

c) Supervision of Field Operations: _____

9. For each of those listed in Question 8, provide a brief summary of the person's experience and number of years with Firm; indicating the person's qualifications for the responsibilities given him/her.

10. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreement between owners or between owners and third parties which restrict ownership or control of disadvantaged owners.

11. Identify any owner (see Question 7) or Management Official (see Question 8) of the named Firm who is, or has been, an employee of another Firm that has an ownership interest in, or a present business relationship with the named Firm. Present business relationships include shared space, equipment, financing, or employees, as well as both Firms having some of the same Owners.

12. What are the gross receipts of the Firm for each of the last two years?

- A. Year ending _____ \$ _____
- B. Year ending _____ \$ _____

13. Name of Bonding Company, if any _____

- A. Bonding Limit _____
- B. Source of letters of credit, if any _____

14. Are you authorized to do business in the State, as well as locally, including all necessary business licenses?

15. Indicate if this Firm or other Firms with any of the same officers have previously received or been denied certification or participation as a DBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____(Name of Firm), as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to TPO and/or the DBEO, complete and accurate information regarding actual work performed on the project, the payment therefore and audit and examination of books, records and files of the named Firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

NOTE: If, after filing this Schedule A, there is any significant change in the information submitted, I will inform the DBEO of the change through the prime contractor, or, if no prime contractor, inform the DBEO directly.

Signature:

Printed/Typed Name:

Title:

Date:

NOTARY SEAL

On this _____ day of _____, 19____, before me appeared the above signed, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by _____ (Name of Firm), to execute the affidavit and did so as his/her free act and deed.

Notary Public _____
(SEAL)

Commission Expires _____

SCHEDULE B

**INFORMATION FOR DETERMINING
JOINT VENTURE ELIGIBILITY**

(This form need not be filled in if all joint venture firms are owned by disadvantaged individuals),

1. Name of joint venture _____
2. Address of joint venture _____
3. Telephone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A).

a) Describe the role of the DBE firm in the joint venture.

b) Describe very briefly the experience and business qualifications of each non-DBE joint venture.

5. Nature of joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? _____
8. Ownership of described in joint venture: (This need not be filled in if described in the joint venture agreement, provided by question #6 above).

a) Profit and loss sharing _____

b) Capital contributions, including equipment _____

c) Other applicable ownership interests _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a) Financial decisions _____

b) Management decisions, such as: _____

c) Estimating _____

1) Marketing and sales _____

- 2) Hiring and firing of management personnel _____
- 3) Purchasing of major items or supplies _____
- d) Supervision of field operations _____

NOTE: If after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture will inform the DBEO either directly or through the prime contractor if the joint venture is a subcontractor.

AFFIDAVIT

"The undersigned swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned agree to provide to TPO and/or DBEO current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of books, records and files of the joint venture, by authorized representatives of TPO, the DBEO, or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Printed/Typed Name	Printed/Typed Name
Title	Title
Date	Date

SCHEDULE C

**CONTRACT PROVISIONS ASSURING COMPLIANCE
WITH APPLICABLE DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

1. It is the policy of the U.S. Department of Transportation (hereinafter referred to as "DOT") and of the TPO of Ocala (hereinafter referred to as "TPO"), that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23 and the Disadvantaged Business Enterprise Affirmative Action Plan (hereinafter referred to as "DBE Plan") of TPO shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement between TPO and DOT. Consequently, the DBE requirements of 49 CFR Part 23 and TPO DBE Plan apply to this contract,
2. The contractor hereby agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and TPO DBE Plan have the maximum opportunity to participate in the performance of this contract and any related subcontract(s) financed in whole or in part with Federal funds. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and TPO DBE Plan to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Neither TPO nor the contractor, nor any subcontractor thereto shall discriminate on the basis or race, color, national origin, or sex in the award and performance of DOT assisted contracts.
3. The DBE Plan of TPO is hereby incorporated by reference as part of this contract. The contractor hereby agrees to adhere to the provisions of the DBE Plan and to further adhere to any stipulations, provisions, conditions or promises heretofore or hereafter made with respect to the implementation of said DBE Plan.
4. The contractor hereby agrees to comply with the following DBE participation goals, which have been established by TPO pursuant to its DBE Plan for specific application to this contract:

For firms owned and controlled by disadvantaged persons, ten (10%) percent of the dollar value of construction subcontracts or construction supplies procurement contracts.

However, the contractor may only count 60% of the total dollar amount for DBF construction supplies procurement contracts toward meeting the contract DBE participation goals and only if the supplier performs a "commercially useful function", unless a waiver is granted by the FHWA.

5. During the performance of this contract, the contractor shall keep such records as are necessary to determine compliance with its disadvantaged business enterprise utilization obligations. The records to be kept by the contractor shall be designed to indicate the following:
 - a) The actual disadvantaged and non-disadvantaged business enterprises, the type of work being performed by each, and the actual dollar values of work, services and procurements;
 - b) The progress and efforts being made in seeking out disadvantaged business enterprise organizations and individual disadvantaged business enterprises for work on this project; and
 - c) Documentation of all communications, including correspondence contracts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on a project.

The contractor shall submit reports, on at least a monthly basis, of contracts and other business transactions executed with disadvantaged business enterprises as documented by the records herein referred to. These reports shall be submitted to the DBEO not later than the fifteenth (15th) of each month for the preceding month's activity.

6. All records required by the provision hereof to be kept by the contractor shall be retained for a period of three (3) years following completion of the contract work. Said records shall be made available for inspection upon request by DOT and/or TPO.

7. The provisions of this Schedule C shall further be deemed applicable to any subcontracts executed by the contractor pursuant to this contract. As part of any such subcontract, the contractor shall secure from the subcontractor a certified copy of this Schedule C, a copy of which shall be provided to the DBEO.
8. Failure on the part of the contractor or any subcontractor thereto to carry out any applicable provision of this Schedule C or TPO's DBE Plan shall constitute a breach of contract and, after notification to DOT, may result in termination of the contract by TPO or other such remedy as TPO deems appropriate.

CERTIFICATION

"I (We) hereby certify that I (we) will comply in full with the disadvantaged business enterprise provisions of this contract, as outlined in this Schedule C,"

Name of Contractor

Authorized Signature

Date

SCHEDULE C

**CONTRACT PROVISIONS ASSURING COMPLIANCE
WITH APPLICABLE DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

ALTERNATE FOR DBE SET-ASIDE CONTRACTORS

1. It is the policy of the U.S. Department of Transportation (hereinafter referred to as "DOT") and of the Transit Authority (hereinafter referred to as "DOT") and of TPO of Ocala (hereinafter referred to as the "TPO") that disadvantaged business enterprises, as defined in 49 CFR Part 23 and the Disadvantaged Business Enterprise Affirmative Action Plan (hereinafter referred to as "DBE Plan") of TPO shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under any agreement between TPO and DOT. Consequently, the DBE requirements of 49 CFR Part 23 and TPO DBE Plan apply to this contract.
2. The contractor hereby agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and TPO's DBE Plan have the maximum opportunity to participate in the performance of this contract and any related subcontract(s) financed in whole or in part with Federal funds. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and TPO's DBE Plan to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Neither TPO nor the contractor, nor any subcontractor thereto shall discriminate on the basis or race, color, national origin, or sex in the award and performance of DOT assisted contracts.
3. The DBE Plan of TPO is hereby incorporated by reference as part of this contract. The contractor hereby agrees to adhere to the provisions of the DBE Plan and to further adhere to any stipulations, provisions, conditions or promises heretofore or hereafter made with respect to the implementation of said DBE Plan.
4. The contractor hereby agrees to comply with the following DBE participation goals, which have been established by the TPO pursuant to its DBE Plan for specific application to this contract:

In order to meet TPO's over-all participation goal, this contract has been designated as a Disadvantaged Set-Aside under the DBE Plan.
5. During the performance of this contract, the contractor shall keep such records as are necessary to determine compliance with its disadvantaged business enterprise utilization obligations. The records to be kept by the contractor shall be designed to indicate the following:
 - a) The actual disadvantaged and non-disadvantaged business enterprises, the type of work being performed by each, and the actual dollar values of work, services and procurements;
 - b) The progress and efforts being made in seeking out disadvantaged business enterprise organizations and individual disadvantaged business enterprises for work on this project; and
 - c) Documentation of all communications, including correspondence, contracts, telephone calls, etc., to obtain the services of disadvantaged business enterprises on a project.
6. The contractor shall submit reports, on at least a monthly basis, of contracts and other business transactions executed with disadvantaged business enterprises as documented by the records herein referred to. These reports shall be submitted to the DBEO not later than the fifteenth (15th) of each month for the preceding month's activity

7. All records required by the provision hereof to be kept by the contractor shall be retained for a period of three (3) years following completion of the contract work. Said records shall be made available for inspection upon request by DOT and/or TPO.
8. The provisions of this Schedule C shall further be deemed applicable to any subcontracts executed by the contractor pursuant to this contract. As part of any such subcontract, the contractor shall secure from the subcontractor a certified copy of this Schedule C, a copy of which shall be provided to the DBEO.
9. Failure on the part of the contractor or any subcontractor thereto to carry out any applicable provision of this Schedule C or TPO's DBE Plan shall constitute a breach of contract and, after notification to DOT, may result in termination of the contract by TPO or other such remedy as TPO deems appropriate.

CERTIFICATION

"I (We) hereby certify that I (we) will comply in full with the disadvantaged business enterprise provisions of this contract, as outlined in this Schedule C,"

Name of Contractor

Authorized Signature

Date

**DISADVANTAGED BUSINESS ENTERPRISE
AFFIRMATIVE ACTION PLAN**

APPENDICES

APPENDIX

A

DEFINITIONS

- A. **"Affirmative Action"** means positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
- B. **"Challenge"** means a formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.
- C. **"Commercially Useful Function"** means work performed by a DBE firm in a particular transaction that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction, i.e., the firm's role is not a superfluous step added in an attempt to obtain credit toward goals. If, in the recipient's judgment, the firm (even though an eligible DBE) does not perform a commercially useful function in the transaction, no credit toward the goal may be awarded.
- D. **"Contracting Opportunity"** means any decision by a recipient or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).
- E. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
1. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- F. **"Goal"** means a numerically expressed objective which recipients or contractors are required to make good faith efforts to achieve.
- G. **"Primary Recipient"** means a grantee who receives DOT financial assistance and passes all or some of the assistance on to a subrecipient,
- H. **"Recipient"** means any entity that receives Federal financial assistance from FHWA. The term "Recipient" includes a grantee or any subgrantee to which Federal funds have been passed through by a grantee. Within the context of this circular, the term "Recipient" also refers to a "direct applicant".
- I. **"Regular Dealer"** means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

J. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

1. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
2. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
5. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh;
6. "Women", regardless of race, ethnicity, or origin; and
7. "Other", individuals found to be socially and economically disadvantaged by the Small Business Administration (SEA) pursuant to Section 8(a) of the Small Business Act.

Recipients shall make a rebuttable presumption that individuals in the above groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis, other individuals who are socially and economically disadvantaged.

K. **"Subrecipient"** means any entity that receives Federal financial assistance from FHWA through a primary recipient.

L. **"Transportation Improvement Program "TIP"** means an annual or biennial listing of capital and operating assistance projects proposed for funding by FHWA.

M. **"Unified Planning Work Program "UPWP)"** means a listing of planning projects proposed for funding by FHWA.

APPENDIX

B

ELIGIBILITY STANDARDS

- A. To determine whether an enterprise is a small and disadvantaged business, both of the following criteria must be met:
1. The enterprise must qualify as a small business concern; and
 2. The enterprise must be 51 percent owned and controlled by socially and economically disadvantaged individuals.
- B. If the business has a valid certification as a socially and economically disadvantaged business by the SBA 8 (a) certification, there is an irrebuttable presumption of eligibility for certification.
- C. Small business size standards vary by type of industry. Recipients and subrecipients should refer to 13 CFR Part 121 for current standards. In addition to the individual industry size standards, DBE firms will be considered ineligible and will be graduated from the DBE program if their average annual gross receipts from all sources, including affiliates, over previous three (3) years exceed \$15,370,000. Grantees are encouraged to pay particular attention to size standard criteria and not that SEA size standards operate in addition to the \$15,370,000 threshold noted above.
- D. Presumption or Determination of Social and Economic Disadvantaged:
1. There is a rebuttable presumption that all women, Black Americans, Hispanic Americans (to include Portuguese Americans), Native Americans, Asian-Pacific Americans, and Asian-Indian Americans are socially and economically disadvantaged individuals.
 - a) Recipients are not required to make a separate determination that an individual in one of the presumptive groups is socially and economically disadvantaged prior to certification. Since this presumption is rebuttable, a recipient could determine that a member of one of these groups was in fact not socially and economically disadvantaged on the basis of evidence refuting eligibility.
 - b) Recipients are required to establish a challenge procedure for considering evidence provided by a third party refuting the presumption of social and economic disadvantaged.
 - c) On a case-by-case basis, other groups (e.g., handicapped veterans, Appalachian white males, Hasidic Jews, or any other group or other individuals), may be found to be socially and economically disadvantaged.
- E. Elements of Social Disadvantage:
1. Social disadvantage must be attributable to an individual's color, national origin, gender, physical handicap, long term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control;
 2. The individual must demonstrate that he or she has suffered social disadvantage;
 3. Social disadvantage must be rooted in treatment that the individual has experienced in American society;
 4. Social disadvantage must be chronic, longstanding, and substantial, not fleeting and insignificant; and

5. Social disadvantage must have negatively affected the individual's entry into, and advancement in, the business world.

F. Evidence of Social Disadvantage:

1. A personal statement from the individual, statements from third parties, administrative or judicial findings of discrimination, and other pertinent factors or circumstances, in support of the individual case can be used as evidence of social disadvantage; and
2. When reviewing the evidence, the recipient should carefully assess the individual's education, employment experience, and business history for instances of discrimination, denial, and social patterns which have discouraged the individual.

G. Economic Disadvantage:

1. Recipients determine social disadvantage before considering a claim of economic disadvantage;
2. If a recipient determines that a business is not socially disadvantaged, it is not necessary to make a determination of economic disadvantage; and
3. The test for determining economic disadvantage is the degree of disadvantage compared to business owners who are not socially disadvantaged individuals. Recipients are expected to make a basic judgment on whether a business and its socially disadvantaged owner(s) is in a more difficult economic situation than most businesses and owners that are not socially disadvantaged.

H. Other eligibility considerations:

A determination of social and economic disadvantage standing alone does not mean that a firm is eligible. The recipient must also determine that the firm is 51 percent owned and controlled by the socially and economically disadvantaged individual(s).



**OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION**

Marion County • City of Belleview • City of Dunnellon • City of Ocala

**County Commission Chambers
601 SE 25th Avenue, Ocala, FL 34471**

February 27, 2007

MINUTES

Members Present:

Commissioner Charlie Stone, Chairman
Commissioner Michael Goldman, Vice-Chairman
Commissioner Barbara Fitos
Councilman Kent Guinn
Councilman Kyle Kay
Commissioner Andy Kesselring
Commissioner Stan McClain
Councilman Daniel Owen
Councilman Fred Stark

Members Not Present:

Mayor Randy Ewers
Commissioner Jim Payton
Councilwoman Mary Rich (Alternate)
Councilman Charlie Ruse

Others Present:

Greg Slay, TPO Staff
Ann McGaffic, TPO Staff
Ken Odom, TPO Staff
Karen Parko, TPO Staff
Kayleen Hamilton, TPO Staff
Georganna Gillette, FDOT
Jeff Shrum, City of Belleview
Jeanne McIntosh, Senator Evelyn Lynn's Office
Approximately 12 members of the public

Item 1. Call to Order and Roll Call

Chairman Stone called the meeting to order at 4:10 PM. Secretary Kayleen Hamilton called the roll of members; a quorum was present. Mr. Slay introduced Mr. Fred Stark, the new TPO member from Dunnellon.

Item 2. Proof of Publication

Secretary Hamilton stated that the meeting had been published in the February 20 edition of the Ocala Star Banner.

Item 3a. Draft Unified Planning Work Program (UPWP)

Mr. Slay presented the draft Unified Planning Work Program (UPWP). The UPWP was the staff's annual work document. Once the draft was approved, it would be sent to the Department of Transportation (DOT) and the federal government for review. Budget allocations would then be assigned for the final version. Mr. Slay stated that there were not many changes from the previous year. Staff was scheduled to begin work on the Year 2030 Long Range Transportation Plan. Mr. Slay said that a workshop would be held in mid- to late-summer to determine the scope of the plan and depth of public involvement.

Mr. Slay drew the board's attention to the accident database project in the Special Projects section. Work continued with local law enforcement on information gathering and mapping. Improvements to the system such as user friendliness and web access were being considered. Other projects included completion of the Advanced Traffic Management System plan. Mr. Slay commented that staff hoped to have at least one priority corridor identified by summer, most likely SR 200, to do some design work.

Mr. McClain made a motion to accept the Draft UPWP as presented. Mr. Guinn seconded and the motion passed by unanimous consent.

Item 3b. Transportation Planning Funds Joint Participation Agreement

Mr. Slay explained that the Transportation Planning Funds Joint Participation Agreement was the 5-year planning funds agreement with FDOT that funded the UPWP. Mr. Slay noted that the document had remained relatively the same for the past 15 years of the TPO's existence.

Mr. Kay asked how funding was determined. Mr. Slay answered that the TPO was given an allocation annually. There was a \$350K base allocation and an allocation based on population. The Ocala/Marion County TPO's allocation was approximately 1% - about \$60K. Mr. Slay stated that the TPO's budget usually ran around \$500K per year, with a \$200K carry-forward every year. When there was a carry-forward of federal funds, the dollars skipped a fiscal year and were available in the following year. The funding was a predetermined formula that had been used for approximately 10-15 years. Mr. Slay pointed out that the current fiscal year's allocation was approximately \$637K, and Mr. Slay anticipated that the TPO would expend \$350-\$400K.

Mr. Kay moved to approve the Transportation Planning Funds Joint Participation Agreement as presented and Mr. McClain seconded. The motion passed unanimously.

Item 3c. Central Florida MPO Alliance Interlocal Agreement

Mr. Slay explained that an update was being made to the bylaws of the Central Florida MPO Alliance. Mr. Kay, Mr. McClain and Mr. Payton were the TPO's representatives on the Alliance. When the Central Florida MPO Alliance was formed, each MPO was required to have an elected official present to constitute a quorum. There had been instances where the Alliance could not conduct business because of the absence of members. The Central Florida MPO Alliance was seeking approval to allow the staff director to act in behalf of an MPO in the absence of an elected official. Mr. Stone asked if other MPOs had seen and approved the update and Mr. Slay replied that he thought most of the other MPOs had approved it.

Mr. Kay commented that he liked attending to get a concept of what things could be like. A great many ideas flowed through the organization, he said.

Mr. Guinn made a motion to approve the update and Mr. Kesselring. The motion passed unanimously.

Mr. Slay reported that Mr. Payton had scheduling issues that made it difficult to continue representing the TPO at the Alliance. Mr. Stone added that he had agreed to take the seat if there were no other volunteers.

Mr. Kesselring moved to approve Mr. Stone as Mr. Payton's replacement in the Central Florida MPO Alliance. Mr. McClain seconded and the motion passed unanimously.

Mr. Slay stated that he would like to have one or two alternates. Mr. Stone asked if there were other alternates and if the alternate would have voting privileges. Mr. Slay answered that approximately half of the members had alternates and that they did have voting rights.

Mr. McClain nominated Ms. Fitos to be an alternate. Mr. Kesselring seconded and the nomination passed unanimously.

Item 3d. Disadvantaged Business Enterprise (DBE) Program

Mr. Slay advised the board that any time federal funding was involved, the organization was required to have a Disadvantaged Business Enterprise (DBE) program. SunTran had a DBE. Mr. Slay commented that the TPO did not really have any contract opportunities. The SunTran DBE had been used as the basis for the presented TPO DBE program. Ms. Parko added that within the DBE, goals were required. The TPO had set a goal of 5% of allocated contract dollars as/if they become available. The TPO Director had been established as the DBE liaison.

Ms. Fitos moved for approval of the DBE program as presented. Mr. McClain seconded and the motion passed by unanimous consent.

Item 3e. Updated Title VI Program

Mr. Slay presented the update to the Title VI policy. Title VI was the 1964 Civil Rights Act. When federal funding was involved, the organization was required to have a declaratory policy and complaint procedure. Mr. Slay reported that the TPO had never had a Title VI complain. There were two types of complaints, verbal non-written and written. The TPO Director handled the non-written complaint. Written complaints would go through the District 5 Title VI coordinator. Mr. Slay mentioned that in talking with other MPOs, no one had ever had a complaint.

Mr. Stone asked if the policy needed to be adopted every year, and Mr. Slay replied that it was a one-time policy unless federal statute was changed.

Mr. McClain made a motion to accept the updated Title VI program as presented and Mr. Kesselring seconded. The motion passed unanimously.

Item 4a. Rail Realignment Alternatives

Mr. Slay reviewed rail issues with the board. The previous year, discussion had begun on possible realignment of the CSX S-line that currently ran through Ocala. At the time, the DOT consultant had presented conceptual routes of potential realignment. The board had at that time asked for a more detailed analysis including cost analysis.

Mr. Alan Ledgerwood of URS was present to review the results of the request for cost comparison on alternatives. The existing track alignment was 16.1 miles with 24 at-grade crossings and six grade-separated crossings including the SW 17th Street crossing to be let in July. Additional proposed grade separations included NE 36th Avenue, NE 25th Avenue and CR 25 just north of Belleview. The cost for the three proposed grade separations was approximately \$30M each. Another \$6M was budgeted to upgrade the existing crossings to make Ocala a quiet zone. There was a total of \$96M of construction proposed on the existing alignment. The total cost of improvements proposed to the existing line was \$126M.

The yellow alignment alternative had been split into two possible options. The yellow alignment followed the power line easement from north of SR 40 to south of SR 464 before curving to the west to reconnect with the existing tracks. The yellow alignment was about 8.8 miles long. The first option affected 169 parcels and followed the east side of the easement. It had 14 at-grade crossings and two proposed grade separations at SR 40 and SR 464. Construction cost was \$105M, right of way cost was \$130M for a total project cost of \$235M. The second yellow option located the tracks inside the power line easement. Right-of-way was reduced by approximately \$50M. Seventy-two transmission towers would need to be relocated at a cost of \$200K each, or \$14M total. The total cost of the second yellow option was approximately \$199M.

The blue alignment alternative followed the west side of SR 35. There were two proposed grade separations at ST 40 and SR 464. The alignment was 11.7 miles and involved 206 parcels and 32 at-grade crossings. Construction cost was \$120M and right-of-way was \$235M for a total cost of \$355M.

The last alternative was a combination of the blue and yellow alignments, following the blue alignment south to SR 464 where it curved into the yellow alignment to return to the

existing tracks north of Belleview. This alignment was 9.8 miles, proposed two grade separations at SR 40 and SR 464, 23 had at-grade crossings and involved 156 parcels. The construction cost was \$110M, right-of-way \$185M for a total cost of \$295M.

Mr. Guinn asked about the reduction of \$36M on the second yellow alignment. Mr. Ledgerwood replied that there was a savings of \$50M in right-of-way costs by going inside the power line easement. To use the easement, 72 transmission towers needed moved at a total cost of \$14.4M. Mr. Slay added that the first yellow alternative contemplated taking out the first row of houses along the corridor. Mr. Guinn asked about the power company's position on having the train in their easement. Mr. Ledgerwood replied that it had not yet been discussed with the power company but that it had been done elsewhere. Mr. Guinn stated that he was not supportive of running a train through residential areas.

Mr. Kay commented that realignment was a huge endeavor for any community and was almost cost prohibitive. There were a number of factors to be considered before even budgeting for such a project. Mr. Kay thought that realignment made sense in theory but in reality the railroad had no incentive to move. Mr. Slay answered that the exercise had been done to get an idea of the cost. A feasibility study would have to be done through the Federal Railroad Association to move the rail. Mr. Slay advised the board that other communities were also taking steps to move railroad out of their areas. A feasibility study was estimated to cost around \$1.2M.

Mr. Kay suggested that realistically moving the railroad was a stretch. Mr. Stone noted that the existing line would still be active and asked how much traffic would be pulled off the existing line. Mr. Slay estimated that most of the train traffic was pass-through. Mr. Kay added that the spur tracks only got used about twice a week.

Mr. Slay advised that board that a federal earmark could be requested to fund the feasibility study. There was the potential that an earmark through the Federal Railroad Administration could fund the entire amount.

Mr. Guinn asked when increased traffic was expected. The DOT had stated that the target was 2009. Mr. Slay added that as the Intermodal Logistics Center in Winter Haven was developed, traffic would continue to increase.

There was discussion regarding effected parcels along potential alignments.

Mr. Owen asked if the feasibility study could be funded entirely. Mr. Slay replied that it was likely. Mr. Owen commented that the decision the board had before it would have effects far into the future. Mr. Owen thought the blue alignment looked like a good idea. Mr. Owen suggested that if there were funding sources available that did not involve too much local funding that would advance the study, the avenue should be continued. Mr. Owen thought with increased traffic, it would not take long before more overpasses would be needed, eliminating any money the board thought was being saved by not doing a realignment.

Mr. Goldman asked how long a feasibility study would take. Mr. Slay did not have experience with rail feasibility studies but thought it would be a couple of years.

Mr. Mike Sizemore of 13351 SE 120th Street, Ocklawaha, served as a member of the Citizens Advisory Committee and thanked the board for the opportunity. Mr. Sizemore provided a handout, "Insider Citizen Newsletter," to the board. Mr. Sizemore pointed out

that the first item in the newsletter provided information on the development of the Integrated Logistics Center (ILC) planned in Winter Haven. This ILC would bring trains out of Chicago into Florida for disposition of products out of Winter Haven. Additionally, there was a growing operation for moving freight out of the Port of Tampa. Container shipping operations would be outbound to Chicago and west. Mr. Sizemore stated that CSX had a strategic plan with these items on its website. These factors were driving traffic on the S-line through Ocala.

Mr. Sizemore said another factor was the purchase of CSX rail in Orlando to provide commuter rail. In the process of setting up Orlando light rail was the shift of freight out of Orlando to the Ocala line. Mr. Sizemore drew the board's attention to the page headed "Appendix D," which was a page from the CSX/DOT contract indicating which trains would be moved. A two-year start-up schedule for commuter rail had been indicated. There were currently 22 trains per day on the S-line. There were 10 trains listed as to be diverted onto the S-line. Mr. Sizemore expected the size of business that was planned for the Winter Haven ILC and the Port of Tampa would add another four trains a day, two north- and two south-bound. Mr. Sizemore reiterated that that number was purely his estimation.

Mr. Sizemore added that high fuel cost was making rail a more attractive and competitive option for moving freight. Trains were three times as efficient as trucks, with one train able to move approximately 280 trucks. Trains also had good environmental standing.

Mr. Sizemore continued that Senator Trent Lott had gotten \$700M approved through the federal government to relocate the railroad away from the gulf coast. Mr. Sizemore pointed out that CSX was doing a project in Waycross, GA, to move trains out of town to improve traffic flow on the rail line. In Tupelo, MS, the Federal Railroad Administration had signed an Environmental Impact Study to be done at the Administration's expense. Mr. Sizemore pointed out that environmental impacts included displacement of commercial and residential properties, increased noise, affects to historical properties and archaeological sites, impact to parks and recreation resources, impacts to water resources and others. This was a comprehensive study into whether a railroad could be aligned into an area. Mr. Sizemore stated that there was enough evidence that the rail impact on Ocala would be significant. Mr. Sizemore asked what could be done about 1st Avenue and 8th Street in downtown Ocala, suggesting that spending money on bridges would not stop other areas from feeling the negative impacts.

Mr. Sizemore said it was necessary to look at all the option available because this was a matter of long-range planning. Mr. Sizemore stated that his motivation was to meet the responsibility he took on as a member of the CAC to bring facts before the board. Serious problems were facing the board in the future. Mr. Sizemore added that he did not like spending money on studies but there were federal earmark dollars available to solve the problem that was not of Ocala/Marion County's doing. Mr. Sizemore noted that the community that everyone lived in and represented needed to be protected.

Mr. Guinn commented that taking an average of the presented potential alternatives, realigning the railroad would cost around \$27M per train when talking about rerouting 10 trains per day. Mr. Sizemore responded that 10 trains a day was just those relocated from Orlando.

Mr. Stone asked about Mr. Sizemore's prediction of more trains in the future. Mr. Sizemore replied that he looked at three components for traffic projects: movement of the

trains out of Orlando, the construction of the ILC and expanded Port of Tampa traffic, and fuel costs. The Federal Railroad Administration said there was a 5% increase in rail traffic and 6.5% in truck traffic, and those numbers were expected turn around. Mr. Sizemore commented that it was difficult to project what kind of train traffic that growth in business, growth in service and construction of the ILC would bring.

Mr. Sizemore noted that a lot of communities dealt with 30-32 trains per day. Thirty seemed to be the cut-off where communities determined they wanted the tracks out. Mr. Stone asked if there were other communities responding to the anticipated changes to traffic on the S-line. Mr. Slay responded that Ocala was the only metropolitan area on the line north of Lakeland.

Mr. Sizemore stated that he felt compelled to bring forward to issue to point out that a significant problem was coming. An environmental study would determine the feasibility of such a project. Mr. Sizemore added that he was concerned about residential areas if the railroad was moved and that he also had a concern for the community as a whole. Mr. Guinn agreed that the study was a good idea and thought that SR 35 was not far enough removed from town.

Mr. Dale Danielson of 1971 SE 39th Street, Ocala, commented that Miami had once had the train depot downtown and traffic could not move. Mr. Danielson stated that in 1960, the train had been moved to Hialeah, which had taken care of the problem. Mr. Danielson suggested that dollars were relative, especially with funding available through the federal government. Referencing a recent newspaper article regarding train accidents, Mr. Danielson added that the train running through downtown was a hazard. Mr. Danielson thought that moving the tracks out of town was a good idea. Currently Ocala had the best opportunity to move the tracks. Mr. Danielson asked the board to move the tracks. Mr. Stone asked which potential alignment Mr. Danielson favored, and Mr. Danielson replied the yellow line.

Mr. Paul Truesdell of 200 NW 52nd Avenue, Ocala, expressed concern about the hazard of having trains running through the downtown area. Mr. Truesdell mentioned that hazardous material was carried on the trains and suggested that if the train line continued to run through downtown, measures should be taken to protect the area against a possible disaster. Mr. Truesdell stated that the train could be contained in a channel to minimize damage to the environment and people.

Ms. Eann Turner Novkov of 1860 SE 43rd Terrace, Ocala, stated that she owned 18 acres on the yellow alternative. Ms. Novkov pointed out that she owned the property under the power lines and that the power company only had a right-of-way across the property. Ms. Novkov stated that property owners were utilizing the land under the lines. Ms. Novkov also pointed out that two other right-of-ways ran under the power lines – a sewer line and a natural gas line that would need to be moved if railroad tracks were installed. Mr. Stone asked if Ms. Novkov was more in favor of the SR 35 alignments, to which Ms. Novkov responded that she did not think SR 35 was far enough out of town.

Mr. Clark Yandle of 4400 SE 44th Avenue road stated that he owned a business at 834 N Magnolia Avenue. Mr. Yandle commented that the board had the opportunity to deal with a major problem that would be less costly to address presently than in the future. Mr. Yandle suggested that there were not enough crossings and bridges to keep the coming increase in traffic from paralyzing the downtown Ocala. Mr. Yandle stated that the current rail alignment was no longer proper for Ocala and that there would certainly be more

trains coming through town was being stated. Mr. Yandle believed that it was imperative to move the tracks for the health of businesses and the area.

Mr. Jim Ross of 330 NE 53rd Court, Ocala, stated that he had lived in Ocala for over 36 years. Mr. Ross stated that the study needed to be done, even if the county and state had to pay for some of it. Mr. Ross commented that movement of the tracks should have been done 20 years ago. Mr. Ross did not think that the route down SR 35 was the proper alignment due to the proximity to Silver Springs. Mr. Ross suggested that if county residents knew what was carried on the trains running through their areas, they would be more concerned. Mr. Ross stated that he did not know what the right place to put the realignment was but that it needed to be moved from its present route because overpasses were a band-aid.

Mr. Owen stated that the issue of realignment needed to be kept alive. Mr. Owen pointed out that at one point there would have been a group of people to fight against the six-laning of SR 200 and that today there were 85,000 residents that were happy now that it had been done. Mr. Owen commented that routes could be determined at a later time. Ocala was working to revitalize the downtown area and having the train run through there was not a good route.

Mr. Owen made a motion to direct staff to begin work on having a feasibility study done, and Mr. McClain seconded.

Mr. Guinn clarified that he was not against realigning the railroad and through there should be a route further away from town. Mr. Guinn said he would support a study and a look at routes further out. Mr. Stone asked if the feasibility study would include other studies and Mr. Slay responded to the affirmative. Mr. Slay added that realignment farther to the east of SR 35 would run into issues with the Silver and Ocklawaha Rivers.

Mr. Kesselring stated that he could not support the motion. The current route of the train tracks was already in Ocala and people were used to dealing with train traffic. Moving the track would impact residential areas by adding 32 new trains to the area. Mr. Kesselring did not believe that it was right to do that. Mr. Kesselring pointed out that European towns dealt with much more traffic than Ocala did and that there were more options than disrupting land use patterns in east Ocala.

Mr. Goldman commented that he supported moving forward with the feasibility study because additional train traffic would put a chokehold on the city. Mr. Goldman added that the feasibility study would give an idea of where the train could be relocated.

Ms. Fitos agreed that there was gridlock and safety factors that needed to be addressed. The present track alignment had been implemented when there was less traffic in the area. Ms. Fitos thought that feasibility of alternative alignment needed to be explored to determine where the impact of increased trains could best be minimized. The issue was long-range and the decisions made needed to be done right.

Mr. Stark agreed that the feasibility study needed to be done.

A vote was called and the motion passed 8 to 1 with Mr. Kesselring dissenting.

Mr. Slay stated that staff would put in an earmark request for funding and would explore other avenues available.

Item 4b. Transit Development Plan (TDP) Update

Ms. Parko reported the progress on the update to the Transit Development Plan (TDP). The TDP was required to be updated every five years. This was the guiding plan for operation of the public transit system, SunTran. The Transportation Disadvantaged Service Plan (TDSP), the tactical plan for distributing capitol needs and service plan for the transportation disadvantaged, was also required to be updated.

The TDP was required to have a major update every five years with minor updates done annually. New rules from the FDOT were expected to require a ten-year planning horizon, so the current update was being composed to comply with that new rule. The TDP and TDSP needed to be consistent with the Long Range Transportation Plan and local comprehensive plans. A public involvement program was also required.

In the TDP update, activities included assessing needs, evaluating existing services, outlining capitol and operating expenses for any proposed service development, identifying potential funding sources and development of a staged implementation for any improvements that were recommended and adopted by the board.

Tasks in the updated included establishing a review team; compiling base data and public input; identifying and evaluating existing transit services; estimating transit demand; identifying goals, objectives and initiative; and developing plans. To date, a review team had been established, base data had been compiled and evaluation of the current transit service had been completed.

Ms. Parko reviewed current transit service. SunTran, the public bus service, ran six fixed routes with a one dollar fare. Headway, or frequency, was seventy minutes. There were two transfer stations, one at the downtown train station and one at the public health department. Service was provided from 6:00 a.m. to 7:00 p.m. There was a complimenting ADA paratransit service. SunTran had been in operation since 1998 and was still a growing system. Ridership was nearly 330K.

Marion Transit Services, the Community Transportation Coordinator, provided transportation disadvantaged service with a one dollar fare. A 3-day advance reservation was required, and service hours were 8:00 a.m. to 4:00 p.m. variably, with service usually provided later in the day to accommodate client appointments. Marion Transit was a door-to-door priority system to covered medical and life-sustaining trips.

Ms. Parko pointed out that current services covered the most populated areas. There was substantial growth along the SR 200 corridor. Adjustments to serve expected growth needed to be addressed. Trip generators – destinations such as hospitals, schools, shopping, major employment centers – were mostly covered as well.

As part of the public involvement portion of the update, a survey of SunTran riders had been conducted. There had been over 450 responses to the survey. Riders on SunTran were mainly using the bus service for work. Other reasons included shopping and errands. The most frequent reason for riding the bus was because they did not know how to drive or have availability to an automobile. The bus was also considered more convenient and economical. Rate of service was considered good and very good by the riders. Onboard passengers wanted to see more frequent service and Sunday and night service.

Public workshops had been conducted at the Ocala Police Department, in Silver Springs Shores, at Freedom Library and in Belleview. Participants at the workshops stated that they would like to see more frequency, weekend service and area coverage. Participants thought that there was a need for additional transit service and were somewhat willing to pay for additional service.

Peer review was in progress to compare Ocala/Marion County's system with other systems. Considerations included stewardship of funds and utilization of efficiencies in the system.

Ms. Parko advised the board that an update would be forthcoming with trend analysis and recommendations for service improvements. The board would be asked to make decisions regarding routes and fares. Mr. Slay commented that a fare increase would probably be recommended to the board as well as additional and more frequent service.

Mr. McClain asked if there was a way to collect from insurance companies when transporting for medical purposes. Mr. Slay responded that that Medicaid covered trips on paratransit. Mr. Slay thought it would probably cost more to collect the money than would actually be generated. Ms. Parko added that with Medicaid, if an HMO was involved, the HMO was required to provide transportation. Those trips were always paratransit and were separate funds.

Item 5. Consent Agenda

Mr. Kesselring made a motion to accept the November 28, 2006, meeting minutes as presented. Mr. Guinn seconded and the motion passed unanimously.

Item 6. Comments by FDOT

Ms. Gillette reported that the DOT was starting to solicit projects for Transportation Regional Incentive Program (TRIP) funding. The TRIP was part of the 2005 growth management legislation and required a 50% local match for state funds. The TPO had several different avenues for submitting applications, including through its membership in the Central Florida MPO Alliance or through its agreement with the Gainesville MTPO. The solicitation period was for projects for FY 2009/2010 and 2010/2011. There was \$54M available. Mr. Slay added that the TPO was working on an application for the 42nd Street flyover. The City of Ocala had approved and interlocal agreement. Mr. Bouyounes reported that it was in legal review with the city and had not yet been received by the county. Mr. Slay projected that the application would be presented to the board at its April meeting.

Ms. Gillette reported that work on CR 484 was a 650-day project with estimated completion in September 2008. SR 40 widening was ongoing and was expected to complete in August 2007.

Item 7. Comments by TPO Staff

Mr. Slay asked for appointments to the MPO Advisory Council. Mr. Slay commented that in the past the TPO had been represented by the Chairman and Vice-chairman.

Mr. Kesselring made a motion to appoint Mr. Stone and Mr. Goldman to the MPO Advisory Council. Mr. McClain seconded and the motion passed unanimously.

Item 8. Comments by TPO Members

There were no further comments by TPO Board members.

Item 9. Public Comment (5 minutes per person)

Mr. Slay thanked Mr. Sizemore for his help on the rail project.

Item 10. Adjournment

Chairman Stone adjourned the meeting at 5:55 PM.

Respectfully Submitted By:

Kayleen Hamilton, TPO Administrative Assistant



MEMORANDUM

MARCH 22, 2018

TO: TPO MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: DEOBLIGATION OF FY 2016/17 AND 2017/18 FUNDS

Attached please find the two forms for de-obligating planning funds from FY 2016/17. The deobligation comes from lower administration costs and lower costs for the trail crossing study at Baseline and NE 58th Avenue, LRTP, and miscellaneous costs attributed to Long Range Planning, Short Range Planning and Public Transportation. There were lower personnel costs across all tasks as a result of being understaffed for all of the fiscal year. In addition, the new hires that were made earned substantially less than outgoing employees. For FY 2016/17 we are deobligating planning funds in the amount of \$310,624. These funds will be re-appropriated as needed in FY 2018/19.

Staff is requesting approval of the de-obligation for submittal to FDOT. If you have any questions, please contact our office at 629-8297.

Unified Planning Work Program (UPWP) Revision Form

MPO Requesting UPWP Revision:

UPWP Revision Occurring in: UPWP Revision #

Type of UPWP Revision: [See here for explanation of Revisions](#)

Reason for UPWP Revision:

The changes to the UPWP are too extensive to be captured by this revision form. Please see the attached UPWP.

UPWP Task Information

Fiscal Year 2016/17

Task(s) Information - List Up to 7 If there are more than 7 changes, please use an additional form.

Task(s) Number & Name	Funding Source	Task Amounts	
		Prior to Revision	After Revision
(1) <input type="text" value="Task 1 Administration"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="245,672"/>	\$ <input type="text" value="233,814"/>
(2) <input type="text" value="Task 2 Administration"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="80,436"/>	\$ <input type="text" value="59,675"/>
(3) <input type="text" value="Task 3 Long Range Planning"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="118,124"/>	\$ <input type="text" value="61,115"/>
(4) <input type="text" value="Task 4 Short Range Planning"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="117,027"/>	\$ <input type="text" value="46,730"/>
(5) <input type="text" value="Task 5 Public Transportation"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="41,248"/>	\$ <input type="text" value="3,315"/>
(6) <input type="text" value="Task 6 Public Involvement"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="60,994"/>	\$ <input type="text" value="7,034"/>
(7) <input type="text" value="Task 7 Special Projects"/>	<input type="text" value="PL Funds"/>	\$ <input type="text" value="87,474"/>	\$ <input type="text" value="28,667"/>
Total <u>PL</u> Balance for Fiscal Year 2016/17		\$ <input type="text" value="750,975"/>	\$ <input type="text" value="440,351"/>
Total <u>UPWP</u> Balance for Fiscal Year 2016/17		\$ <input type="text" value="1,266,327"/>	\$ <input type="text" value="955,703"/>

Unified Planning Work Program (UPWP) Revision Form

Fiscal Year 2017/18

Task(s) Information - List Up to 7 If there are more than 7 changes, please use an additional form.

	Task(s) Number & Name	Funding Source	Task Amounts	
			Prior to Revision	After Revision
(1)			\$	\$
(2)			\$	\$
(3)			\$	\$
(4)			\$	\$
(5)			\$	\$
(6)			\$	\$
(7)			\$	\$
Total <u>PL</u> Balance for Fiscal Year 2017/18			\$	\$
Total <u>UPWP</u> Balance for Fiscal Year 2017/18			\$	\$

This Section is Only Applicable to Amendments

Amendment Due to: (Check all that apply)

- Change in FHWA Approved Budget
- Change in Scope of FHWA Funded Work Task(s)
- Addition or Deletion of Work Task(s)
- Change in FTA Grant Funding (5305(d))

Amendment Part of De-Obligation:

Date UPWP Amendment Approved by MPO Board :

Date MPO Submitted UPWP Amendment for FDOT Review:

Date FDOT Submitted UPWP Amendment for FHWA/FTA Review:



Unified Planning Work Program (UPWP) Revision Form

Required Attachments to be Included with Form Submission:

- Revised UPWP Summary Budget Table(s) (Original & Proposed)
- Revised UPWP Task Sheet(s) (Original & Proposed)
- Updated and Signed Cost Analysis Certification Statement
- MPO Resolution and/or MPO Meeting Minutes Approving UPWP Amendment
(Applicable only to Amendments)

Please Use this Field to Indicate Whether Additional Forms were Required for this UPWP Revision Submittal

Form Of

Response to Request: **for FDOT, FHWA, and/or FTA use ONLY**

FDOT Action on Request: **FDOT sign Amendments ONLY**

Signature Field Date: (mm/dd/yyyy)

FDOT Comment:

FHWA Action on Request: **FHWA sign Amendments ONLY**

Signature Field Date: (mm/dd/yyyy)

FHWA Comment:

FTA Action on Request: **FTA sign Amendments for Transit projects ONLY**

Signature Field Date: (mm/dd/yyyy)

FTA Comment:

TABLE V

FY 2016/17 FUNDING SOURCES

TASK	ELEMENT	Planning Funds (PL)			FTA Section 5305(d)			FTA Sec. 5307	State - Other	TD	Total			Task Total		
		FHWA	State		De-obligate to FY 18/19*	FTA	Local				State	Federal	Local			
			Soft Match**													
1	Admin	\$ 245,672	\$ 54,184	\$ 11,857	\$ 8,171	\$ 1,021	\$ 1,021			\$ 1,443	\$ 253,843	\$ 56,648	\$ 1,021	\$ 257,329		
2	Data/Safety	\$ 80,436	\$ 17,741	\$ 20,761	\$ 8,116	\$ 1,015	\$ 1,015				\$ 88,553	\$ 18,755	\$ 1,015	\$ 90,582		
3	LRP	\$ 118,124	\$ 26,053	\$ 57,009	\$ 18,245	\$ 2,281	\$ 2,281				\$ 136,368	\$ 28,333	\$ 2,281	\$ 140,930		
4	SRP	\$ 117,027	\$ 25,811	\$ 70,297	\$ 18,245	\$ 2,281	\$ 2,281				\$ 135,272	\$ 28,091	\$ 3,281	\$ 140,833		
5	Public Trans.	\$ 41,248	\$ 9,097	\$ 37,933	\$ 6,738	\$ 842	\$ 842			\$ 24,385	\$ 47,986	\$ 34,325	\$ 842	\$ 74,056		
6	Public Inv.	\$ 60,994	\$ 13,452	\$ 53,960	\$ 3,772	\$ 471	\$ 471				\$ 64,766	\$ 13,924	\$ 471	\$ 65,709		
7	Special Proj.	\$ 87,474	\$ 19,293	\$ 58,807	\$ 15,292	\$ 1,911	\$ 1,911	\$ 150,000	\$ 240,300		\$ 252,766	\$ 261,504	\$ 1,911	\$ 496,889		
	TOTAL	\$ 750,975	\$ 165,631	\$ 310,624	\$ 78,579	\$ 9,822	\$ 9,822	\$ 150,000	\$ 240,300	\$ 25,828	\$ 979,554	\$ 441,581	\$ 10,822	\$ 1,266,327		

* Deobligation amount included in Federal PL allocation

**Soft Match not included in allocation

FY 2016/17 FUNDING SOURCES DEOBLIGATION REVISIONS

TASK	ELEMENT	Planning Funds (PL)			FTA Section 5305(d)			FTA Sec. 5307	State - Other	TD	Total			Task Total		
		FHWA	State		Local	FTA	Local				State	Federal	Local			
			Soft Match*													
1	Admin	\$ 233,815	\$ 54,184		\$ 8,171	\$ 1,021	\$ 1,021			\$ 1,443	\$ 241,986	\$ 56,648	\$ 1,021	\$ 245,471		
2	Data/Safety	\$ 59,676	\$ 17,741		\$ 8,116	\$ 1,015	\$ 1,015				\$ 67,792	\$ 18,755	\$ 1,015	\$ 69,821		
3	LRP	\$ 61,114	\$ 26,053		\$ 18,245	\$ 2,281	\$ 2,281				\$ 79,359	\$ 28,333	\$ 2,281	\$ 83,920		
4	SRP	\$ 46,730	\$ 25,811	\$ 1,000	\$ 18,245	\$ 2,281	\$ 2,281				\$ 64,975	\$ 28,091	\$ 3,281	\$ 70,536		
5	Public Trans.	\$ 3,315	\$ 9,097		\$ 6,738	\$ 842	\$ 842			\$ 24,385	\$ 10,054	\$ 34,325	\$ 842	\$ 36,124		
6	Public Inv.	\$ 7,034	\$ 13,452		\$ 3,772	\$ 471	\$ 471				\$ 10,806	\$ 13,924	\$ 471	\$ 11,749		
7	Special Proj.	\$ 28,667	\$ 19,293		\$ 15,292	\$ 1,911	\$ 1,911	\$ 150,000	\$ 240,300		\$ 193,959	\$ 261,504	\$ 1,911	\$ 438,082		
	TOTAL	\$ 440,352	\$ 165,631	\$ 1,000	\$ 78,579	\$ 9,822	\$ 9,822	\$ 150,000	\$ 240,300	\$ 25,828	\$ 668,930	\$ 441,581	\$ 10,822	\$ 955,703		

*Soft Match not included in allocation



FDOT District Five - Ocala Operations
627 Northwest 30th Avenue
Ocala, Florida 34475
352-732-1338

Outside Consultant
In-House Construction
Maintenance

Project Status Report as of March 21, 2018

MARION						
SR 35 (Baseline Road) from SE 96th Place Road to SR 464 (SE Maricamp Road)						
FIN #	238693-1-52-01					
CONTRACT #	E5W78					
Design-Build						
PROJECT DESCRIPTION: Widening and resurfacing SR 35 (Baseline Road) from Southeast 96th Place Road to south of S.R. 464 (Southeast Maricamp Road) from a two-lane to a four-lane roadway.						
					TIME	COST
CONTRACTOR:	D.A.B. Constructors, Inc.	LET DATE:	6/17/2015	ORIGINAL:	850	\$17,605,644.44
FED. AID #:	N/A	NTP:	8/28/2015	CURRENT:	1,191	\$20,273,065.21
FUND TYPE	Design-Build	TIME BEGAN:	8/28/2015	ELAPSED:	929	\$15,468,673.29
		WORK BEGAN:	8/28/2015	% ORIGINAL:	109.29%	87.86%
		EST. COMPLETION:	Late 2018	% TO DATE:	78.00%	76.30%
CONTACT		PHONE		EMAIL		
PROJECT ADMINISTRATOR		Harry Wood		C: 850-596-7392		harry.wood@atkinglobal.com
FDOT PROJECT MANAGER		Nicole Aiton		O: 352-620-3012 C: 352-812-5796		nicole.aiton@dot.state.fl.us
CONTRACTOR'S PROJECT MANAGER:		Lysle Tower		C: 352-436-2994		lyslet@dabcon.com
CONTRACTOR'S SUPERINTENDENT:		Clay Padgett		C: 352-302-1795		clayp@dabcon.com
SENIOR PROJECT ENGINEER		Eric Rosenstein		C: 850-596-8081		eric.rosenstein@atkinglobal.com
CONSTRUCTION MANAGER		Denise Larkin		O: 352-620-3007		denise.larkin@dot.state.fl.us

MARION						
Interstate Lighting I-75 (SR 93) at CR 484, SR 326, and CR 318						
FIN #	435057-1-52-01					
CONTRACT #	T5575					
Conventional Construction						
PROJECT DESCRIPTION: Installation of new lighting along I-75 at the interchanges with CR 484, SR 326 and CR 318.						
					TIME	COST
CONTRACTOR:	United Signs & Signals, Inc.	LET DATE:	6/14/2017	ORIGINAL:	290	\$3,075,596.26
FED. AID #:	N/A	NTP:	8/16/2017	CURRENT:	310	\$3,075,596.26
FUND TYPE	Conventional	TIME BEGAN:	11/27/2017	ELAPSED:	125	\$1,924,134.52
		WORK BEGAN:	11/27/2017	% ORIGINAL:	43.10%	62.56%
		EST. COMPLETION:	Fall 2018	% TO DATE:	40.32%	62.56%
CONTACT		PHONE		EMAIL		
FDOT PROJECT ADMINISTRATOR		Nicole Aiton		O: 352-620-3012 C: 352-812-5796		nicole.aiton@dot.state.fl.us
CONTRACTOR'S PROJECT MANAGER:		Dennis Harris		O: 352-742-1904		d.harris@ussfl.com
CONTRACTOR'S SUPERINTENDENT:		Mike Edwards		C: 352-602-8321		medwards@ussfl.com
CONSTRUCTION MANAGER		Ronda Daniell		O: 352.620.3005 C: 352.274.8191		ronda.daniell@dot.state.fl.us

Project Status Report as of March 21, 2018, 2018

MARION						
SR 40 (Fort Brooks Road) from East of NE 10th Street to East of NE 145th Avenue						
FIN #	434408-1-52-01					
CONTRACT #	T5603					
Construction Lump Sum						
PROJECT DESCRIPTION: Mill and resurface SR 40 (Fort Brooks Road) from east of NE 10th Street Road to east of NE 145th Avenue Road						
					TIME	COST
CONTRACTOR:	D.A.B. Constructors, Inc.	LET DATE:	8/30/2017	ORIGINAL:	90	\$413,888.88
FED. AID #:	D517061B	NTP:	11/09/2017	CURRENT:	111	\$413,888.88
FUND TYPE	Lump Sum	TIME BEGAN:	12/11/2017	ELAPSED:	72	\$384,222.22
		WORK BEGAN:	12/11/2017	% ORIGINAL:	80.00%	92.83%
		EST. COMPLETION:	Spring 2018	% TO DATE:	64.86%	92.83%
Project Complete - Update Pending Final Estimate						
CONTACT			PHONE		EMAIL	
FDOT PROJECT ADMINISTRATOR		Tricia Buster	O: 352-620-3041 C: 352-812-5807		tricia.buster@dot.state.fl.us	
CONTRACTOR'S PROJECT MANAGER:		Mike Lemke	C: 352-601-8043		mikel@dabcon.com	
CONSTRUCTION MANAGER		Ronda Daniell	O: 352.620.3005 C: 352.274.8191		ronda.daniell@dot.state.fl.us	

MARION						
SR 500/US 441/S Pine Avenue Drainage Improvements from SE 10th Ave to SE 31st Street						
FIN #	435666-1-52-01					
CONTRACT #	E5Z05					
Conventional Construction						
PROJECT DESCRIPTION: Replace the storm sewer pipe and drainage structures to alleviate flooding along U.S. 441.						
					TIME	COST
CONTRACTOR:	Commercial Industrial Corp.	LET DATE:	12/05/2017	ORIGINAL:	240	\$1,687,882.86
FED. AID #:	N/A	NTP:	2/08/2018	CURRENT:	240	\$1,687,882.86
FUND TYPE	Conventional	TIME BEGAN:	3/12/2018	ELAPSED:	18	\$50,047.41
		WORK BEGAN:	3/12/2018	% ORIGINAL:	7.50%	2.97%
		EST. COMPLETION:	Late 2018	% TO DATE:	7.50%	2.97%
CONTACT			PHONE		EMAIL	
PROJECT ADMINISTRATOR		Steven Fisher	O: 352-620-3019 C: 352-812-6990		steven.fisher@dot.state.fl.us	
CONTRACTOR'S PROJECT MANAGER:		Jay Blankenfeld	O: 352-840-0161 C: 352-494-9021		jay@cicf.com	
CONTRACTOR'S SUPERINTENDENT:						
CONSTRUCTION MANAGER		Ronda Daniell	O: 352.620.3005 C: 352.274.8191		ronda.daniell@dot.state.fl.us	

LANDSCAPE PROJECTS CURRENTLY IN ESTABLISHMENT PERIOD

MARION			
I-75 Landscaping at SW 20th Street and SW 43rd Street			
FIN #	437828-1-52-01	Contract Days: 820	Days Elapsed: 265
CONTRACT #	E5Y94	Present Amount: \$438,500.00	Paid to Date: \$342,800.00

MARION			
I-75 Landscaping at CR 318			
FIN #	437818-1-52-01	Contract Days: 833	Days Elapsed: 438
CONTRACT #	E5Y29	Present Amount: \$412,920.00	Paid to Date: \$355,166.30



Outside Consultant
In-House Construction
Maintenance