



TRANSPORTATION PLANNING ORGANIZATION

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

November 22, 2016
4:00 PM

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PROOF OF PUBLICATION

3. ACTION ITEMS

A. TRANSPORTATION IMPROVEMENT PROGRAM AMENDMENT

To ensure that the Transportation Improvement Program reflects the most current project information, it is periodically necessary to amend the document. Staff will present the Transportation Improvement Program amendments for review and approval.

B. OFF-SYSTEM FY 2022 PRIORITY PROJECTS AMENDMENT

Marion County is requesting to add a resurfacing project to the Off-System Priority List. Staff is recommending prioritizing and approval of this request.

C. LEGISLATIVE PRIORITIES

Each year the Transportation Planning Organization develops a set of legislative priorities on which to focus. Staff will present the 2016 legislative priorities for review and approval.

D. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

Each year the TPO is required to elect a chairman and vice-chairman to serve a one-year term. The current chairman is Councilman Brent Malever and Mr. David Moore is vice-chairman.

E. APPOINTMENT OF REPRESENTATIVES TO CENTRAL FLORIDA MPO ALLIANCE AND MPO ADVISORY COUNCIL

On an annual basis, the TPO reviews its delegate members for the Central Florida MPO Alliance and the MPO Advisory Council for appointment or reappointment. Current members of the Central Florida MPO Alliance are Commissioner Bryant, Commissioner Zalak, and Councilman Hilty, and Mayor Guinn to serve as the alternate. Commissioner Zalak is the TPO's delegate on the MPO Advisory Council and Commissioner Moore is the alternate.

F. TPO DIRECTOR EMPLOYMENT AGREEMENT

Presentation by Jared Sorenson.

G. TRANSIT DEVELOPMENT PLAN CONSULTANT SELECTION CONTRACT APPROVAL

Tindale Oliver and Associates were approved by the Selection Committee to prepare a ten-year Transit Development Plan Update for the Sun Tran transit system. Staff is recommending approval of the contract.

4. DISCUSSION ITEMS

A. TRAFFIC COUNTS AND TRENDS MANUAL

Presentation by TPO staff

5. CONSENT AGENDA

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.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the TPO with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The next regular meeting of the Ocala/Marion County Transportation Planning Organization will be held on January 24, 2016.



November 18, 2016

TO: TPO Board Members

FROM: Kenneth Odom, Transportation Planner

RE: FY 2016/2017-2020/2021 'Roll-Forward' TIP AMENDMENT

In order to ensure that the Ocala/Marion County TIP reflects the most current project information, it is necessary to periodically amend the document. Amendments to the TIP are typically required:

- To add or delete a project;
- To change the state or federal funding allocation of a project;
- To change the year of anticipated funding of a project phase;
- To change the scope of work of a project;
- To change the source of federal or state funds.

A single amendment containing Section 5307 Urban Capital grant funding for the SunTran system is proposed this month. The amendment adds operating funds for the fixed route system in the amount of \$14.9 million for a period of four years.

Specific details regarding the addition of this project will be discussed at the November 22, 2016 meeting.

If you have any questions prior to the upcoming meeting, please contact our office at 629-8297.

Cooperative and comprehensive planning for our transportation needs
Marion County • City of Belleview • City of Dunnellon • City of Ocala

121 S.E. Watula Avenue • Ocala, Florida 34471
Telephone: (352) 629-8297 • Fax: (352) 629-8240 • www.ocalamariontpo.org

Florida Department of Transportation
 STIP Amendments Needed for Estimate Increases
 MARION COUNTY
 Fiscal Years 2017 to 2020

District County	Item Segment	Last Approved STIP Amend	Start Date	Description	Phase Group	Federal Project	Ph	Sq	Fund	Year	Original Estimate	Current Estimate	Estimate Increase									
05 MARION	427188-2			SUNTRAN/OCALA/MARION URBAN CAPITAL FIXED ROUTE FTA SECTION 5307-2009	GRANTS AND MISCELLANEOUS		94	01	FTA	2017	1,294,144	1,294,144	0									
									LF	2017	323,536	323,536	0									
									02	FTA	2017	2,022,110	2,022,110	0								
										LF	2017	505,528	505,528	0								
									03	FTA	2017	2,019,680	2,019,680	0								
										LF	2017	504,920	504,920	0								
									04	FTA	2018	0	2,182,212	2,182,212								
										LF	2018	0	546,553	546,553								
									05	FTA	2019	0	2,192,058	2,192,058								
										LF	2019	0	548,015	548,015								
									06	FTA	2020	0	2,257,820	2,257,820								
										LF	2020	0	564,455	564,455								
									<i>Project Totals</i>											6,669,918	14,961,031	8,291,113



November 16, 2016

TO: TPO Board Members

FROM: Kenneth Odom, Transportation Planner

RE: Off-System FY 2022 Priority Projects - Amendment

Marion County Engineering have asked TPO staff to amend the FY 2022 'Off-System' Priority Project List to include a reclaiming and resurfacing project on CR 315. The project is from CR 316 to CR 318, a distance of 9.9 miles. It will include reclamation, resurfacing and widening of the base footprint to include shoulders. Additional guard rail treatments will also be added in select locations as deemed necessary. Projected cost of this project is approximately \$6.7 million. TPO staff are recommending that this project be added to the 'Off- System' listed in position #8.

If you have any questions regarding the rankings or a specific project please contact me in our office at (629-8297).

Off-System Priorities

2022 OFF-SYSTEM PRIORITIES

Priority	Project	From	To	Length (mi)	Agency	Project Type	Phase	Phase Estimate	Notes
1	Osceola Linear Park	SE 3rd Street	NE 5th Street	0.52	Ocala	Linear Park	CST	\$ 700,000	Full remodel of the corridor to include multi-modal facilities.
2	SunTran Replacement Buses	-	-	-	SunTran	Transit	-	\$ 3,600,000	<u>Funded in FY 2019.</u> Replacement of 7 transit buses.
3	SW 49 th Avenue	SW 95th Street	Osceola Boulevard	4.1	MC	Capacity	CST	\$ 16,290,000	<u>Funded in FY 2019.</u> \$9.0M local funds, \$7.3 FDOT funds.
4	East Pennsylvania Avenue (CR 484) Bicycle Improvements	Rainbow River Bridge	US 41	0.8	City of Dunnellon	Bike Path	DES	\$ 75,000	Project to add bicycle path facilities and improved access to Blue Run Park.
5	Countywide ITS Operations & Maintenance	-	-	-	Ocala & MC	O/M	-	\$ 500,000	Annual allocation (\$250K each agency) for ITS Ops & Maintenance.
6	Sunset Harbor Road	@ US 301/441	-	-	MC	Traffic Ops	DES	\$ 150,000	Intersection operations improvements.
7	Sunrise/Horizon Schools	Marion Oaks Manor	Marion Golf Way	0.83	MC	Sidewalks	DES	\$ 325,000	Sidewalk construction.
8	CR 315 Resurfacing	CR 316	CR 318	9.9	MC	Resurfacing	CST	\$ 6,700,000	Reclaim, resurface, widen and add shoulders.

Search Google Maps

Sign in





2017 LEGISLATIVE PRIORITIES

SUPPORT INCREASED FUNDING FOR THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM

The Transportation Regional Incentive Program (TRIP) was established to encourage a regional approach to transportation system improvements. This program proved highly successful in the Central Florida area. Funding for the program has declined steadily since 2008 due to the economic downturn and a shift of \$60 million in 2014 to the Florida Rail Enterprise. Restoring the program to its pre-recession levels enable local governments to accelerate a number of transportation projects.

SUPPORT EXPANDED AVAILABILITY OF THE CHARTER COUNTY AND REGIONAL TRANSPORTATION SYSTEM SURTAX

Section 212.055(1) F.S. authorizes charter counties to levy (by countywide referendum) up to 1¢ for various transportation uses including highway construction and maintenance as well as activities to support a transit system. Expanding eligibility for this surtax to counties that are members of a metropolitan/transportation planning organization would provide another resource for local governments in those counties to address transportation issues as well as provide a source of matching funds for programs such as the Transportation Regional Incentive Program (TRIP).

SUPPORT INDEXING OF LOCAL OPTION GAS TAXES

Current market conditions, including more fuel efficient vehicles, are greatly undermining the purchasing power of local option gas taxes. In 1997, the Legislature allowed state gas taxes to be indexed to the Consumer Price Index (CPI) each year. Providing local governments the same opportunity to index local option gas taxes would enable local governments to better address both capacity and maintenance issues. Since 1990, the purchasing power of local option taxes has decreased by approximately 40%.

SUPPORT REDUCTION OF DISTRACTED DRIVING BY DESIGNATING TEXTING WHILE DRIVING A PRIMARY OFFENSE

Traffic crashes caused by drivers using wireless communication devices continues to be a concern. In 2013, the legislation was enacted that prohibited use of such devices while driving as a secondary offense, meaning a driver has to have committed a more serious violation (i.e. speeding, careless driving) to be issued a citation for texting while driving. Designating distracted driving as a primary offense would further deter this dangerous activity.

DRAFT

TPO DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the City of Ocala (“City”) on behalf of the Ocala/Marion County Transportation Planning Organization (“TPO”), an agency created pursuant to federal and state law (“Employer”) and Michael P. Daniels (“Director”) both of whom understand as follows:

WITNESSETH

WHEREAS, 23 U.S.C 134 and Florida Statute, § 339.175 provides for the designation of a metropolitan planning organization for each urbanized area of the state; and

WHEREAS, pursuant to Florida Statute, § 339.175(4), the Governor, by letter dated the 13th day of February 2014, approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, the TPO, pursuant to the power conferred upon it by Florida Statute, § 339.175(6)(g) and Section 5.00 of the Interlocal Agreement between Marion County, Florida, the City of Ocala, the City of Belleview, the City of Dunnellon and the Florida Department of Transportation (FDOT), dated May 18, 2004 may enter into agreements with local agencies to utilize the staff resources of such agencies or for the performance of certain services by such agencies; and

WHEREAS, pursuant to Florida Statute, § 339.175(2)(b) the TPO is an independent governmental entity separate and distinct from the City; and

WHEREAS, the TPO and the City entered into a Staff Services Agreement dated May 24, 2016 whereby the City agreed to furnish the TPO with the staff necessary for professional, technical, administrative, and clerical services, office and other space, and other incidental items as may be required and necessary to manage the business and affairs of the TPO and to carry on the transportation planning and programming process specified by the Transportation Planning Joint Participation Agreement.

WHEREAS, Employer desires to contract for the services of Michael P. Daniels as Director of the Ocala/Marion County TPO through the City pursuant to the Staff Services Agreement; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Director; and

WHEREAS, it is the desire of the Employer to: (1) retain the services of the Director, (2) provide inducement for him to remain in such employment, (3) make possible full work productivity and independence by assuring Director’s morale and peace of mind with respect to future security, and (4) to provide a just means for terminating Director’s services at such time that Employer may desire to terminate his employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. General Terms of Employment

1.1 Employer hereby agrees to employ Michael P. Daniels as TPO's Director, under the supervision of the TPO Board of Directors (the "Board") and Director agrees to perform the functions of such office. During the term of his employment Director shall perform all duties customary to such office, and such other duties and responsibilities, as may be determined by the Board. Director shall have the responsibility for selection, placement, transfer, supervision, and management of staff personnel hired by the City pursuant to the Staff Services Agreement; shall keep the Board informed as to any staff changes; and shall obtain prior approval to create any positions that result in a net increase in the number of staff positions. Director will perform the duties and obligations as Director in a faithful and diligent manner, including the devotion of not less than forty (40) hours per week (subject to the use of approved leave) to the performance of those duties and obligation, knowing full well that the duties of the position may require more hours of service that will not be otherwise compensated. Director agrees to conform to such personnel rules, management policies and other procedures as other City employees. Director agrees to devote his entire time and attention to his office, and will not be employed by any other person or entity while employed as Director.

Section 2. Term of Agreement

2.1 Director will be employed by the Employer for an initial term starting on October 26, 2016 and concluding on September 30, 2018. Thereafter the Director's employment term may be successively extended for a period of two additional years by the TPO Board. Reappointment without the execution of a new agreement shall constitute renewal of this Agreement, or if the Agreement is amended, the Amended Agreement.

2.2 The Director serves at the pleasure of the Employer and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Director at any time subject only to the provisions of Section 6 of this Agreement.

2.3 In the event Director desires to voluntarily resign as TPO Director before expiration of the term of this Agreement, then Director shall give the Employer 90 days advance notice unless the parties agree otherwise. Failure to provide such advance notice shall preclude Director from receiving those benefits that Director may have otherwise been entitled to receive pursuant to Section 6 of this Agreement.

Section 3. Compensation

3.1 Base Salary: Employer agrees to pay Director for services rendered pursuant hereto as TPO Director an annual base salary of \$90,000 payable biweekly effective October 26, 2016.

3.2 Incentive Compensation: The parties recognize that Director's compensation package for any given year is not limited to base pay and benefits, and that Director's annual income, in

any given year, may also include, in recognition of Director's value to the Board and superior performance, and at the sole discretion of the Board, a supplemental one-time payment, which does not increase base salary, of not more than fifteen (15%) percent of Director's base salary.

3.3 Deferred Compensation: Employer agrees to pay the Director annual deferred compensation in biweekly installment amounts equal to 5% of base salary. Said deferred compensation shall be paid to the ICMA Retirement Corporation or any other retirement fund or funds designated by the Director. Employer agrees the employee's interest is 100% vested when biweekly deposits are made to the plan.

Section 4. Benefits

4.1 Pension: The Director shall participate in the City's General Employee 401(a) Defined Contribution Plan on the same terms and conditions as all other City employees participating in that Plan.

4.2 Vacation and Sick Leave: Director shall receive credit for time served with the City of Ocala and shall accrue vacation and sick leave commiserate with the accrual rates set forth in the City Employee Handbook.

4.3 Life Insurance: Employer will pay for term life insurance equal to the employee's base salary rounded to even thousands plus \$100,000 in additional life insurance.

4.4 Health Insurance: The Director shall be entitled to participate in the same health, eye care, and dental plans as all other City employees and on the same payment basis.

4.5 Automobile Allowance: Employer shall provide a car allowance of \$3,000 per year, payable at a prorated amount on a biweekly basis. Said car allowance shall be in lieu of a City vehicle. All business travel outside of Marion County shall be reimbursed at cents per mile equal to the IRS allowable rate then in effect.

4.6 Cell Phone: Employer shall also provide a cell phone for business use and personal use, provided such personal use does not interfere with business use or result in an expense exceeding the plan limitations for the plan provided to Director.

Section 5. Reimbursable Expenses

5.1 Employer will reimburse the Director for expenses reasonably incurred by him for travel, lodging, meals, and out of pocket expenses in connection with TPO business, subject to his compliance with the policies and guidelines of the TPO Board, including requirements as to documentation.

Section 6. Termination and Severance Pay

6.1 The Director is an at-will employee of the Employer and all the legal attributes of such designation under Florida and federal law, not inconsistent with this Agreement, remain in full force and effect.

6.2 Director shall, consistent with the requirements of Section 2 herein, be entitled to severance pay pursuant to the severance pay policy, if any, adopted by Council for the employees of the City of Ocala and not inconsistent with then existing state or federal law.

6.3 The Director may be terminated for cause and in such event shall forfeit any entitlement to severance pay that Director may have otherwise been entitled to receive. Cause includes but is not limited to, the conviction of a felony or misdemeanor involving dishonesty or moral turpitude, gross incompetence, financial malfeasance concerning City affairs, or alcohol or drug abuse.

6.4 The Director shall also be paid out for all vacation and sick leave, holidays, and other accrued benefits to-date in accordance with the City Employee Handbook, calculated at the rate of pay in effect upon termination.

Section 7. Professional Development.

7.1 Employer agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expense of the Director for professional participation and travel, meetings and occasions adequate to continue his professional development. Said participation shall include, but not be limited to attendance at the annual conferences which said participation is beneficial to Employer, as well as associated short courses, institutes, and seminars.

Section 8. Performance Evaluation.

8.1 The Ocala/Marion County TPO current Chairman and Vice Chairman shall review and evaluate the performance of the Director normally no later than October 1 of each year. Employer agrees to increase base salary and other benefits of the Director at the time of said review, in such amounts and to such extent as the Employer may determine that it is desirable to do so, in light of the performance by Director. It is further understood that merit increases based on annual performance evaluations and salary reviews are exclusive of any general cost-of-living increases provided to other employees. The Director shall receive all cost-of-living increases, if any, at the same time and in the same manner said increases are granted to other city employees.

Section 9. General Provisions.

9.1 The text herein shall constitute the entire Agreement between the parties.

9.2 This Agreement shall become effective upon adoption and approval by the Employer.

9.3 If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA:

Angel B. Jacobs
City Clerk

James P Hilty, Sr.
City Council President

Approved as to form and legality:

TPO DIRECTOR

Patrick G. Gilligan
City Attorney

Michael P. Daniels, TPO Director

OCALA/MARION COUNTY TPO

Brent Malever, Chairman

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MEMORANDUM

NOVEMBER 18, 2016

TO: TPO BOARD MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: TRANSIT DEVELOPMENT PLAN CONSULTANT CONTRACT APPROVAL

The TPO sent out invitations to bid for the Transit Development Plan (TDP) Update and the Transportation Disadvantaged Service Plan (TDSP) Update. Tindale-Oliver was selected as the consultant to perform the work. The contract is attached and needs Board Approval.

The TDP is intended to define public transportation needs; solicit broad input by coordinating with other plans, involve substantial public participation, and explore community goals with decision makers and other stakeholders, define alternative courses of action, and develop a systematic plan and monitoring program. The TDP and TDSP need to include mobility needs, cost and revenue projections, and community transit goals, objectives, and policies, and must be adopted by September 1, 2017.

It's anticipated that a kick-off meeting will be held at the beginning of next year.

Staff is recommending approval of this selection.

CONTRACT FOR TRANSIT DEVELOPMENT PLAN

THIS AGREEMENT is entered into this ___ day of _____, 2016, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), by and through the Ocala/Marion County Transportation Planning Organization ("TPO") and **TINDALE OLIVER & ASSOCIATES, INC.** with offices at 1000 North Ashley Drive, Suite 400, Tampa, Florida, 33602 (EIN# 59-2929811), a Florida registered corporation ("TINDALE OLIVER" or "Consultant").

WHEREAS:

The City of Ocala, on July 22, 2016, issued a Request for Letters of Interest #TPO/16-006 to obtain proposals from qualified planning firms to prepare a ten (10) year Transit Development Plan (TDP) update for the SunTran transit system and its service area, and a five (5) year Transportation Disadvantaged Service Plan (TSDP).

TINDALE OLIVER was the only qualified planning firm who submitted a Letter of Interest, and after evaluation of their proposal, was selected as the awardee for the above mentioned services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** TINDALE OLIVER will provide an updated ten-year Transit Development Plan (TDP) and a five-year Transportation Disadvantaged Service Plan (TSDP) for the City per Exhibit A- Major Transit Development Plan Scope of Service.
2. **COMPENSATION.** City shall pay TINDALE OLIVER for the required professional engineering services the amount of **\$180,435 (ONE HUNDRED, EIGHTY THOUSAND, FOUR HUNDRED AND THIRTY-FIVE DOLLARS)** invoiced and payable monthly on a percentage of the project completed, and approved by the City.
3. **TASKS.** The Consultant will prepare a TDP and TDSP Major Update as indicated in Exhibit A, including mobility needs, cost of revenue projections, community transit goals, objectives and policies. The TDP and TDSP must be adopted and submitted to the Florida Department of Transportation (FDOT) by September 1, 2017.

4. **TERM.** The term of this Agreement shall commence on **November 16, 2016** and shall end on **September 30, 2017**.

5. **INDEPENDENT CONSULTANT STATUS.** City expressly acknowledges Consultant is an independent Consultant, 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.

6. **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 activities provided 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.

7. **SAFETY/ENVIRONMENTAL** Precaution shall be exercised at all times by CONSULTANT for the protection of all persons, including employees, and property. CONSULTANT shall comply with all laws, rules, regulations, or ordinances related to safety and health, and shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. All hazardous spills, accidents, injuries, or claims or potential claims observed by the CONSULTANT shall be reported promptly to the City Risk Management Department.

8. **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".

9. **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.

10. **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 Consultants, 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 Consultants, and property damage resulting from explosion, collapse or underground (XCU) exposures.

11. **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.

12. **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 subConsultant has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

13. **PROFESSIONAL LIABILITY** Architect/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.
14. **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.
15. **PERFORMANCE EVALUATION.** At the end of the contract, the City will evaluate the Consultant's performance. This evaluation will become public record.
16. **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.

17. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Consultant shall keep and maintain all public records that would ordinarily and necessarily be required by the City in the performance of this Agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall comply with all requirements for the retention of public records and transfer, at no cost to the City, all public records in the possession of the Consultant upon termination of the Agreement. Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If the Consultant fails to comply with a public records request, the City shall enforce this provision in accordance with the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.

18. **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 Consultants, 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>

19. **PROMPT PAYMENT.** Monthly actual payment reporting requirements for prime Consultants and Consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-Consultant 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 subConsultants for satisfactory performance within thirty (30) days of payment to the Prime.

20. **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.

21. **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 Consultant by reason of this Agreement.
22. **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.
23. **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.
24. **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:**

TINDALE OLIVER & ASSOCIATES, INC.
Joel Rey, P.E., AICP
1000 N. Ashley Drive, Suite 400
Tampa, Florida 33602
Phone: 813-224-8862
Fax: 813-226-2106
Email: jrey@tindaleoliver.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. 36th Ave.
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

25. **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.

26. **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.
27. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other party.
28. **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.
29. **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.
30. **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.

31. **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.
32. **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.
33. **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.
34. **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.

35. **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.
36. **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.
37. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
38. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
39. **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 Consultant, supplier, Sub-Consultant, 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.

40. **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: Scope of Services

Exhibit B: Tasks and Cost Proposal

Exhibit C: Federal Aid Contract Terms

Exhibit D: Federal Appendices A and E

41. **ENTIRE AGREEMENT.** This Agreement, the terms and conditions of the solicitation LOI# TPO/16-006, and all referenced exhibits, 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. 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

James P. Hilty, Sr.
City Council President

Approved as to form and legality

TINDALE OLIVER & ASSOCIATES, INC.

Patrick G. Gilligan
City Attorney

Vice President or Higher

EXHIBIT A- SCOPE OF SERVICES

OCALA/MARION TRANSPORTATION PLANNING ORGANIZATION 2018-2027 MAJOR TRANSIT DEVELOPMENT PLAN SCOPE OF SERVICES

Introduction

The Ocala/Marion Transportation Planning Organization (TPO) has selected and engaged Tindale Oliver (Consultant) to complete a Florida Department of Transportation (FDOT) compliant Ten-Year Transit Development Plan (TDP) for the fiscal years of 2018-2027. The adopted TDP is required to be submitted to FDOT by September 1, 2017. Three primary goals have been identified for the TDP and include: the identification of strategies to increase ridership and efficiency for current services; enhancing connectivity regionally and locally; and increasing revenue and funding opportunities for operations. There are several entities involved in public transit in Marion County and close coordination with each is necessary to develop an implementable plan that facilitates decision-making. These entities include the TPO, SunTran staff from McDonald Transit Associates, and Marion County Senior Services.

Ten-Year Transit Development Plan Major Update

The Consultant will prepare a TDP Major Update ensuring the preparation of a practical and implementable plan that truly reflects the near-term vision for a transit agency's growth and improvement over time. The resulting TDP will be compliant with the TDP rules outlined in Chapter 14-73, F.A.C. The current Rule requirements for the TDP are planning for a 10-year horizon, expanding public involvement activities, using an approved demand estimation tool (e.g., TBEST), completing an enhanced situation appraisal, and being more specific in the financial planning approach.

As a strategic plan, a TDP will identify needs in an unconstrained fashion and identify service improvements for which currently there is no funding anticipated. The 10-year vision that will be generated during this plan update provides a beneficial tie and consistency with the 20- to 25-year horizon of a local area's Long Range Transportation Plan, updated in 2015. Additionally, the TDP will assess local transit needs and policies, prioritize current and proposed service improvements, and result in a phased implementation plan for the future growth and development of the transit agency.

Specifically, a TDP includes the following major elements:

- Public involvement plan and process
- Base data compilation and analysis (review of demographic and travel behavior characteristics of the service area)
- Performance evaluation of existing services
- Situation appraisal (transit agency strengths and weaknesses; external barriers and opportunities; estimation of community demand for transit)
- Goals and objectives
- Transit demand and mobility needs
- Development of proposed transit enhancements (funded and unfunded)
- 10-year implementation plan

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- 10-year financial plan (projected costs and revenues)
- Other strategic issues specific to a given study area

An additional requirement for the TDP was added by the Legislature in 2007, when it adopted House Bill 985, amending s. 341.071, F.S., requiring transit agencies to "... specifically address potential enhancements to productivity and performance which would have the effect of increasing the farebox recovery ratio." FDOT subsequently issued guidance requiring the TDP and each annual update to include a one- to two-page summary report on the farebox recovery ratio, and strategies implemented and planned to improve it, as an appendix item. This scope of services ensures that the major update of the Ocala/Marion County TDP will comply with all requirements of the TDP rule.

Transportation Disadvantaged Service Plan Update

Under the requirements of the Florida Commission for the Transportation Disadvantaged (CTD), the completion of a Transportation Disadvantaged Service Plan (TDSP) is required and major updates are due every five years. The TPO, as the official planning agency, supports the TDSP process to include an evaluation of the Community Transportation Coordinator (CTC), Marion County Senior Services (MCSS). In addition to this evaluation, the TDSP is to provide guidance regarding the specialized transportation needs for Marion County.

The activities to be completed during the TDP/TDSP major update are detailed in the following tasks:

Task 1: Initiate & Manage Project

Upon Notice to Proceed, the Consultant, will assist the TPO staff in establishing a Review Committee to monitor and provide input to the project and evaluate all deliverables. The composition of the Review Committee will be determined by the TPO. It is recommended, however, that the committee include representatives of SunTran, the TPO, FDOT District 5, the Workforce Development Board of Marion County, Marion County Senior Services (MCSS) or the Local Coordinating Board (LCB), and additional members as appropriate. The Review Committee will be chaired by the TPO staff with support from the Consultant.

A total of four meetings will be held with the Review Committee, including a kick-off meeting at the outset of the effort. The Consultant will work with TPO staff to plan and conduct the project kickoff meeting, and three additional Review Committee meetings during the life of the project. Along with each Review Committee meeting, the project management team comprised of TPO and Consultant staff, will plan and conduct a coordination meeting, either prior to or after each Review Committee meeting. These meetings will focus on coordinating on project activities and schedule. The Consultant will also provide monthly progress reports with invoices, and biweekly email updates, indicating current activities, upcoming actions, and any changes or impacts to the work plan. Summaries of Review Committee and project management team meetings will be prepared by the Consultant and provided to the TPO for review. These summaries will be included in the draft and final TDP documents.

Responsibilities of the Consultant:

- Coordinate with the TPO to establish the Review Committee.
- Prepare for and support the TPO with the Review Committee kickoff and three additional meetings.

EXHIBIT A- SCOPE OF SERVICES

- Prepare for and facilitate four project management team meetings.
- Provide monthly and biweekly activity/progress reports.

Responsibilities of the TPO:

- Coordinate with Consultant to establish the Review Committee.
- Prepare for and facilitate the Review Committee kickoff and three additional meetings.
- Participate in four project management team meetings.
- Review monthly and biweekly reports.

Task 2: Establish Baseline Conditions

The Consultant will collect appropriate local data to document and assess the pertinent conditions in which SunTran operates. The documentation process will include tables, maps, and graphics that describe and illustrate the operating environment in the county. Coordination will occur with SunTran, TPO, MCSS, and other local agencies to identify the most current local information. Other secondary sources will be used as available (e.g., American Community Survey, American Housing Survey, Florida Statistical Abstract, etc.). At a minimum, the following conditions will be collected for this task:

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

Key innovations included in the assessment of local conditions are the Transit Orientation Index (TOI) and the Density Threshold Assessment (DTA), two GIS-based analyses pioneered by Tindale Oliver staff. The TOI is used to measure levels of transit dependency within a particular geographical area and helps assess existing transit coverage in comparison to areas with population that have a propensity for potential transit use. The DTA supplements the TOI analysis by illustrating the relationship between the discretionary market, which includes potential riders living in higher density areas of the region, and the use of transit as a commuting alternative. As density increases, areas generally become more supportive of transit so the DTA assists in determining the presence of optimal conditions for varying levels of fixed-route transit service.

Responsibilities of the Consultant:

- Collect additional data.
- Analyze data and establish TDP baseline conditions.

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Responsibilities of the TPO and SunTran:

- Coordinate with Consultant as necessary.
- Review and comment on baseline data.

The baseline conditions information and analysis will be included in the first technical memorandum developed for the TDP. This technical memorandum is described in more detail at the end of Task 3.

Task 3: Facilitate Public Involvement

The current TDP Rule emphasizes public involvement, as follows:

The TDP preparation process shall include opportunities for public involvement as outlined in a TDP public involvement plan, approved by the Department, or the local Metropolitan Planning Organization's (MPO) Public Involvement Plan, approved by both the Federal Transit Administration and the Federal Highway Administration.

The rule also indicates that:

- The TDP must include a description of the public involvement process and activities.
- Comments must be solicited from the Regional Workforce Board.
- The Department, Regional Workforce Board, and MPO/TPO must be advised of all public meetings where the TDP is to be presented or discussed.
- The Department, Regional Workforce Board, and MPO/TPO must be given an opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and 10-year implementation program.

To ensure that the TPO meets these requirements, the Consultant will facilitate a public involvement process for the TDP effort that will encompass a wide range of activities. The following sub-tasks highlight the specific activities that will occur as part of this task.

Sub-Task 3.01: Develop Public Involvement Plan

To accommodate the current Rule requirements, the Consultant will develop a TDP Public Involvement Plan (PIP) for the TPO that will consider the TDP requirements, the unique needs and characteristics of the community, and previous and other public involvement activities, including any that have been completed recently by the TPO, SunTran, and/or MCSS. This plan will be submitted to FDOT District 5 staff for review and approval per rule guidance. The PIP will include, at a minimum, stakeholder interviews, surveys of SunTran bus and paratransit patrons, discussion group and board workshops, public listening sessions, and the use of social media.

Sub-Task 3.02: Conduct TPO Board Visioning Workshop

Early in the TDP development process, the Consultant will prepare for and facilitate a TPO Board Visioning Workshop. This workshop will be scheduled by TPO staff and will focus on three things: (1) providing an overview of public transit and the basics of developing a growing and effective system; (2) identifying the benefits of transit; and (3) developing a consensus for a transit vision and goals. This workshop will be tailored to help educate newer board members and refresh the understanding of

EXHIBIT A- SCOPE OF SERVICES

existing members. At the discretion of the TPO, other elected or appointed officials may be invited to attend the workshop. The result will be a better understanding of transit development and a consensus among the Board members on the future direction of the SunTran system.

Sub-Task 3.03: Conduct Stakeholder Interviews

Since the understanding of local conditions should include knowledge of the perceptions and attitudes of community decision-makers and leaders towards transit, 10 stakeholder interviews will be conducted as part of the public involvement process. The Consultant will work with TPO staff to identify and recruit appropriate individuals to interview. The Consultant will then schedule and conduct the interviews using an interview script that will be developed and submitted to the TPO for review prior to the first interview. To make more efficient use of TPO budget dollars, efforts will be made to schedule the interviews during trips to Marion County for other tasks and purposes. Additionally, stakeholders will be given the option of participating via a telephone interview if this method fits better in terms of schedule. At least five of the interviews will be conducted in person.

Sub-Task 3:04: Conduct On-Board Survey

The Consultant will conduct an on-board survey of 100% of SunTran's scheduled fixed-route bus trips to obtain information related to the attitudes, preferences, and habits of current riders for market research purposes (the survey will not be specifically geared for travel demand model input or validation). The on-board survey methodology and implementation will be coordinated closely with SunTran staff to ensure that study objectives are met and data collection efforts are efficiently integrated with SunTran operations. In addition, the survey form will be developed in conjunction with the Review Committee and will draw on SunTran's most recent survey questionnaire to promote consistency of questions and response cohorts. This will facilitate subsequent comparative analysis of results over time. Prior to beginning the on-board survey process, Consultant staff will meet with SunTran marketing and operations staff to ensure a clear understanding of the methodology, process, and timeframe. The Consultant also will provide survey notices for SunTran to distribute to its bus operators and on board its buses to notify patrons of the upcoming event.

Consultant will use electronic tablets to facilitate the collection of data during a survey interview process on board the vehicles. Once approved, the questionnaire will be programmed as an easy-to-use survey application and will step the patron through the questions with directed branching geared to account for prior responses. Collection of origin/destination (O/D) information through the electronic tablets and interview process will increase the number of valid, accurate, and geocodable responses from bus riders. The on-board survey is expected to cover a sample of all routes and runs for all times of day for a representative weekday and Saturday of service. To the extent possible, the survey will be scheduled to capture peak season activity in the county. The survey app will consider both English and Spanish languages, as necessary.

The Consultant will work with team member Rapid Staffing, Inc. (RSI) to recruit and train survey personnel and assign them to survey runs during the course of an expected two-week period for survey distribution. RSI is a certified DBE temporary personnel agency that has supported Tindale Oliver with staffing on-board surveys throughout Florida.

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The Consultant staff will be present on-site during the survey process to work with SunTran operations staff to ensure the orderly placement of survey personnel on buses and deal with any issues that may arise during the effort. Consultant's surveyors will approach riders once they board to request a survey interview. All bus riders will have an equal chance of being interviewed, as all candidates will be randomly selected if on-vehicle conditions do not allow every rider on a given trip to be interviewed before they alight. The survey process may include offering cash incentives to survey personnel to encourage worker retention and active participation throughout the data collection timeframe. The intention is to increase survey response rates, as incentives typically are based on the number of completed surveys.

All completed survey entries will be downloaded to a Consultant server established for this purpose to organize them for data processing and analysis. The draft response database then will be cleaned to ensure accuracy, consistency, and appropriateness of response cohorts for each question. Additional geocoding also may be required at this stage. Once cleaned, data analysis will be conducted to create selected cross-tabulations and statistics consistent with previous on-board data collection efforts and to reflect input from TPO and SunTran staff. The Consultant will be responsible for quality control and accuracy throughout the data entry and analysis process, and also will seek to include any pertinent information, as available, from previous on-board surveys.

As part of the survey process, a supplementary survey of paratransit patrons also will be conducted. The survey will focus on paratransit riders from areas in the county without fixed-route bus service. Given the nature of demand-response service and its patrons, the Consultant recommends using a brief telephone interview process to conduct this analysis. Potential survey patrons will be identified using daily trip manifests from SunTran. The interviews will be conducted using a survey form that will be developed with input from TPO and SunTran staff and the review committee and may be similar to the bus survey, with some additional questions focusing on the ability and desire to use fixed-route bus service if available. It is anticipated that, based on the manifest information, a sufficient number of patrons will be contacted to ensure the completion of up to 50 total paratransit patron telephone surveys.

Sub-Task 3.05: Conduct Discussion Group Workshops

To obtain additional public input into the TDP process, the Consultant proposes to conduct a total of four discussion group workshops that will be held around the county to ensure representation that is geographically distributed. These workshops typically involve a smaller group of participants (8–12 persons) in an intimate meeting setting that permits more in-depth discussion about issues and needs. The four workshops will be held in the Ocala (2), South Marion (1), and West Marion (1), areas to coincide with SunTran's existing service area. To generate interest and participation, Tindale Oliver will work with TPO staff and the review committee to identify and invite potential participants to each workshop. This coordination also will include the selection and scheduling of appropriate venues for the workshops. For budget purposes, it is assumed that the four workshops will be held on two separate days, with two workshops conducted on each day.

Potential workshop candidates may include members from the business, health, social service, and education communities, as well as local chambers of commerce, the Hotel/Motel Association, and active stakeholder groups. Although representatives from these organizations most likely would represent "non-user" views, it also will be important to notify current SunTran patrons of all the workshops so that

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the “user” perspective is represented as well. Although it may be preferable to focus rider input at a single workshop, it would be beneficial to attempt to get user participation at all of the workshops to enhance the discussion.

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

Sub-Task 3.06: Conduct Public Listening Sessions

The Consultant will prepare for and facilitate three public listening sessions that are designed to go out to events or locations where people gather, such as a shopping mall. These sessions will include displays and interactive information exchange, public surveys, and enlistment for social media. They will be designed to capture information from seasonal and permanent residents about community values, needs, and priorities. The locations will be decided jointly with Consultant and TPO staff, with logistical arrangements handled by TPO staff and session materials developed by the Consultant. However, one of these listening sessions is targeted for the City of Bellevue, as there has been prior coordination regarding potential services to the City. The TPO staff, at their discretion, may plan and conduct additional listening sessions utilizing the materials prepared by the Consultant.

Sub-Task 3.07: Conduct Public Survey

The Consultant will conduct a survey of the general public to obtain information related to the attitudes, preferences, and goals of the community related to public transit services. The survey will be available on-line, through social media, and in a hard copy version. Access to the on-line version will be via links on the TPO, MCSS, SunTran, County, Cities, and other websites as identified and available. The hard copy will be provided at workshops, listening sessions, via bus pass outlets, and through partnering agencies and facilities such as libraries and other similar venues. These will have a location and/or mail in process for collection.

Sub-Task 3.08: Website and Social Media Campaign

The Consultant has found value in engaging citizens via social media and websites. It is proposed that a website be developed to include links to public surveys, project information, meeting dates, and highlights about the SunTran system. Emailing news and informational blasts via email lists maintained by the TPO, SunTran, MCSS, and other sources, will provide additional information and outreach to stakeholders, citizens, and riders. Additionally, a Facebook and/or Twitter page will be developed, or print-ready information will be provided to use existing social media platforms. Facebook and Twitter have become useful tools in getting the word out about meetings while educating people about transit services and development.

Sub-Task 3.09: Conduct SunTran Operator Interviews

The Consultant will conduct interviews of a representative group of SunTran operators. As the first line of contact and interaction with SunTran riders, bus operators tend to understand the needs and concerns of the system users and can provide input into understanding comments received on surveys

EXHIBIT A- SCOPE OF SERVICES

and through workshops. This will be accomplished at the SunTran offices and will be no more than two group sessions on the same day to minimize impact to the operator schedule. Consultant staff will develop a script with 5-8 questions and submit to TPO and SunTran staff for review prior to the interviews. The Consultant will work with SunTran leadership to schedule and conduct the interviews.

Sub-Task 3.10: Prepare Technical Memorandum No. 1

The Consultant will prepare Draft Technical Memorandum No. 1 to report on all of the work completed for Tasks 1 through 3. The draft document will include a summary of the prevailing local conditions identified and analyzed in Task 2, as well as the results from each of the public involvement activities completed as part of Task 3. This latter summary will document the findings from the stakeholder interviews, on-board and paratransit surveys, discussion group workshops, public survey, listening sessions, and the social media campaign. As necessary, detailed data summaries will be provided in accompanying appendices. In addition, key findings, conclusions, and summary statistics will be presented in the report in a user-friendly manner with easy-to-understand charts, tables, and/or graphs.

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

Responsibilities of the Consultant:

- Prepare Public Involvement Plan.
- Summarize public involvement from other studies.
- Plan and prepare for TPO Board workshop.
- Prepare interview guide for stakeholders.
- Conduct stakeholder interviews.
- Plan and conduct on-board survey.
- Plan and conduct paratransit survey (via telephone).
- Prepare for and conduct discussion groups.
- Plan and facilitate public listening sessions.
- Conduct public survey.
- Prepare and conduct operator interviews.
- Develop and facilitate project website and social media outreach.
- Prepare draft Technical Memorandum #1.
- Coordinate with the TPO and SunTran staff as necessary.

Responsibilities of the TPO and SunTran:

- Review all materials and identify stakeholders.
- Schedule venues and participate in public listening sessions and discussion groups.
- Schedule and participate in Board workshop.
- Assist in survey and social media outreach as needed.
- Review and comment on draft Technical Memorandum #1.
- Coordinate with Consultant as necessary.

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Task 4: Identify & Evaluate Existing Transit Services

The Consultant will work with TPO, SunTran, and MCSS staff to collect up-to-date information on existing SunTran services with which to review and evaluate the transit services being provided in Marion County. Information also will be collected and reviewed for other transportation services operating within the study area. The following sub-tasks are included in the identification and evaluation of existing transit services.

Sub-Task 4.01: Inventory Existing Transportation Services

The Consultant will develop an inventory of public and private transportation service providers in the service area. A survey form will be used to collect the requisite information from the providers. Both the form and list of providers to be contacted will be reviewed with TPO staff to ensure completeness and appropriateness. The survey will be completed by telephone and/or e-mail. It is envisioned that, by provider, the inventory will document facility and equipment information, type of operation, service area, operating characteristics (including frequency and ridership), and fee structure, among other data. The completeness of the final inventory will be dependent on the willingness to participate and degree of participation of the identified transportation providers.

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

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

This review of the SunTran will be undertaken to assess the performance of the system over time using measures falling into three major categories: system performance indicators, effectiveness measures, and efficiency measures (see Table 1). This evaluation will be conducted using both historical and the most current validated data available from the National Transit Database (NTD). As part of the overall performance review of the system, this analysis will be used to help assess the extent to which the SunTran is meeting the stated goals and objectives for transit service.

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

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

The Consultant also will use FTIS and NTD data to conduct a comparative peer review for SunTran and MCSS for the agency's fixed-route and demand response services. This review will be completed to compare various SunTran performance characteristics to a group of transit peers selected using a specific methodology based on a set of system operating parameters, which will be reviewed with TPO and SunTran staff prior to the evaluation to ensure concurrence with the resulting peers. As in the trend analysis, the evaluation will include the indicators highlighted in Table 1 to reflect how efficiently SunTran supplies transit service and how effective those services meet the needs of the area.

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Table 1
Performance Evaluation Indicators and Measures

General Performance Indicators	Effectiveness Measures	Efficiency Measures
Passenger trips	Vehicle miles per capita	Operating expenses per capita
Passenger miles	Passenger trips per capita	Operating expenses per passenger trip
Vehicle miles	Passenger trips per revenue mile	Operating expenses per passenger mile
Revenue miles	Passenger trips per vehicle hour	Operating expenses per revenue mile
Vehicle hours	Revenue mileage between incidents	Farebox recovery ratio
Route miles	Revenue mileage between roadcalls	Revenue miles per vehicle mile
Operating expenses		Revenue miles per vehicle
Capital expenses		Revenue hours per employee
Operating revenues		Passenger trips per employee
Total employees		Vehicle miles per gallon
Vehicles available for maximum service		Average fare
Fuel consumption		

Sub-Task 4.04: Prepare Technical Memorandum No. 2

The Consultant will prepare Draft Technical Memorandum No. 2 to report on the work completed for Task 4. The draft document will include a summary of the transportation service provider inventory and the results from the performance review tasks completed for SunTran’s fixed-route and demand response services. As necessary, detailed data summaries (such as the inventory information) will be provided in accompanying appendices. As with the first technical memorandum, the report will be developed in a user-friendly manner with easy-to-understand charts, tables, and/or graphs.

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

Responsibilities of the Consultant:

- Conduct inventory of existing services.
- Conduct trend analysis.
- Conduct peer review analysis.
- Conduct capacity/supply evaluation.
- Prepare draft Technical Memorandum #2.
- Coordinate with TPO and SunTran staff as necessary.

Responsibilities of the TPO and SunTran:

- Provide necessary data to complete evaluation of services.

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- Review and comment on Technical Memorandum #2.
- Coordinate with Consultant as necessary.

Task 5: Conduct Situation Appraisal

Transit systems function best in an environment when they intimately understand the regulatory, geographic, environmental, land use, developmental, political, and other factors that can and do impact the provision of their services. The Consultant will conduct a situation appraisal to document such factors for the TPO and SunTran so that staff will better understand its local environment. The following sub-tasks explain the work that will be conducted as part of this task.

Sub-Task 5.01: Review Local Plans & Documents

The Consultant will collect and review local plans and documents that may have a direct bearing on transit services in the county. The goal of this process will be to compile any existing transit-related community goals, objectives, and/or policies. The documents are expected to include the TPO's Long Range Transportation Plan and other recent studies, previous TDP and TDSP, local Comprehensive Plans, various local government comprehensive plans, other prior SunTran transit studies, and other similar documentation. Pertinent regional plans also will be considered in this process as available and applicable.

Sub-Task 5.02: Conduct Situation Appraisal

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

FDOT-required elements of such an appraisal will be included to ensure compliance. This will include an assessment of the effects of land use, government policies and plans, development and growth trends, organization, and technology trends on SunTran. Additionally, an estimation of the community's demand for transit services, including 10-year annual ridership projections, will be completed in Task 6, and referenced in the situation appraisal as appropriate. The results will provide an understanding of the challenges for transit service development focusing on current and planned development decisions and funding strategies.

The results of this effort will be summarized and provided to TPO staff for review and comment; it later will be provided to the full Review Committee for consideration as part of Technical Memorandum No. 4, which will be prepared as part of Task 7.

Responsibilities of the Consultant:

- Document community goals for transit services.
- Conduct Situation Appraisal.
- Coordinate with TPO and SunTran staff as necessary.

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Responsibilities of the TPO and SunTran:

- Review and comment on community goals summary.
- Coordinate with Consultant as necessary.

Task 6: Estimate & Evaluate Demand & Mobility Needs

The Consultant will estimate the demand for SunTran's fixed-route bus service over the 10-year horizon of the TDP. Similarly, the transit agency's paratransit service demand also will be estimated for the same timeframe.

Then, this information, along with the results from the previous tasks, will be used to evaluate the transit needs of the county. The following sub-tasks detail the effort proposed to be completed during this task.

Sub-Task 6.01: Estimate Demand for Transit Services

The Consultant will develop fixed-route bus ridership demand estimates (at the system level) for the 10-year TDP period. This will be done to reflect maintenance of existing service levels throughout the period, as well as the implementation of proposed TDP improvements. Since these projections must be developed using an FDOT-approved planning tool (TBEST) or demand estimation technique, Tindale Oliver will use the latest TBEST version available (4.2.1) for the ridership projection tool developed by FDOT. Similarly, Tindale Oliver also will develop 10-year ridership demand estimates for SunTran and MCSS's paratransit service using other tools adapted and/or developed by TOA:

- Transit Orientation Index (TOI) – potential for traditional transit use
- Density Threshold Assessment (DTA) – potential for traditional and choice transit use
- Paratransit Conversion Assessment (PCA) – potential for converting selected paratransit trips to fixed-route service

Additional analysis will be completed to estimate demand for service assuming that existing service levels are improved. It is important to note that these analyses will be at the system level and will not necessarily yield route-specific service design or scheduling recommendations.

Sub-Task 6.02: Identify & Assess Needs for Transit Services

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

Sub-Task 6.03: Identify & Evaluate Alternatives

Using the results of the previous sub-task, the Consultant will work with TPO staff and the Review Committee to identify and develop transit improvement alternatives that will best meet the desired vision over the next decade for SunTran services in the county. Alternatives may range from the status

EXHIBIT A- SCOPE OF SERVICES

quo (maintaining the existing mix of services) to a thorough restructuring of public transportation service and may even include consideration of special event services and Transportation Demand Management (TDM) measures. The development of the alternatives will not consider cost at this stage and may range from no growth in the transit system, to consideration of new and innovative service concepts, to perhaps even a complete re-visioning of the network. Tindale Oliver then will prepare an evaluation framework with Review Committee input to establish priorities.

Sub-Task 6.04: Prepare Technical Memorandum No. 3

The Consultant will prepare Draft Technical Memorandum No. 3 to report on the work completed for Task 6. The draft document will include a summary of the estimation of demand for SunTran's fixed-route and demand response services, as well as the needs assessment and alternatives evaluation processes. Once again, any detailed data summaries will be provided in accompanying appendices and the report will be developed in a user-friendly manner with easy-to-understand charts, tables, and/or graphs.

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

Responsibilities of the Consultant:

- Prepare ridership estimations using TBEST and other tools.
- Identify service needs.
- Prepare and evaluate potential alternatives.
- Prepare draft Technical Memorandum #3.
- Coordinate with TPO and SunTran staff as necessary.

Responsibilities of the TPO and SunTran:

- Review ridership estimates.
- Review and provide feedback on alternatives and the evaluation.
- Review and comment on Technical Memorandum #3.
- Coordinate with Consultant as necessary.

Task 7: Review & Update Goals & Objectives

Throughout the prior tasks, the Consultant will work with TPO staff to establish the desired 10-year vision for the agency. This overarching vision will then be used to guide the development of updated goals and objectives for SunTran and its transit services. Goals and objectives will be consistent with the goals of the local community with respect to transportation and land use, in general, and specifically to transit service. The goals and objectives prepared for the previous major update of the TDP and the latest long range transportation plan will be integrated into this process. The Consultant also will work closely with the TPO and SunTran in delineating a vision of where transit wants to be in 10 years. The following sub-tasks reflect the work that will be completed during this task to establish the goals and objectives.

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

The Consultant will review the results of the public involvement activities, as well as the key aspects of the situation appraisal findings, to identify major themes, concepts, and focus areas to inform the goals and objectives update process for the TPO. The Board Visioning Workshop and Stakeholder interviews will be especially important to the goal development process.

Sub-Task 7.02: Develop Draft Goals & Objectives

The Consultant will develop a set of draft goals and objectives for TPO staff and the Review Committee to consider. Existing goals and objectives from the previous TDP Major Update will provide a starting point for the update process. It is important to note that consistency with the transportation (especially transit) and land use goals of the local community will be an important consideration during this process, and it is anticipated that the Review Committee will provide support in this regard.

Sub-Task 7.03: Prepare Technical Memorandum No. 4

The Consultant will prepare Draft Technical Memorandum No. 4 to report on the work completed for Tasks 5 and 7. The draft document will include the situation appraisal for SunTran, as well as the proposed goals and objectives for the transit agency. Similar to the previous technical memoranda, the report will be developed in a user-friendly manner with easy-to-understand charts, tables, and/or graphs. TPO staff will provide the draft goals and objectives to the TPO Board for review and input. Tindale Oliver staff will be available for the TPO Board meeting where the goals and objectives will be discussed.

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

Responsibilities of the Consultant:

- Develop recommended goals and objectives.
- Prepare draft Technical Memorandum #4.
- Coordinate with TPO and SunTran staff as necessary.

Responsibilities of the TPO and SunTran:

- Review and provide feedback on goals and objectives.
- Review and comment on Technical Memorandum #4.
- Coordinate with Consultant as necessary.

Task 8: Prepare Ten-Year Transit Development Plan

Upon completion of all the previous tasks, the Consultant will use the resulting information, from baseline conditions to public input to analytical results and priority alternatives, to prepare a 10-year TDP for the TPO and SunTran. The strategic vision plan will be compiled from the previous technical memoranda with guidance and input from TPO staff and the Review Committee. It will contain guidance on the implementation of the plan, including considerations for potential new funding sources. The sub-tasks shown below outline the work that will be completed in this task.

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Sub-Task 8.01: Prepare Ten-Year TDP

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

Additionally, the current SunTran governance structure will be assessed based on staffing levels nationally as reflected in NTD reporting. The assessment will include potential recommendations institutionally and organizationally with staffing levels of peers or standard practices. As part of this review, a cursory and initial assessment of the potential impacts of evolving into a TMA will be conducted. The resulting information will be usable by TPO staff for future discussions with appropriate parties.

Sub-Task 8.02: Prepare Performance Monitoring Program

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

Sub-Task 8.03: Conduct Public Workshops and Presentations

The Consultant will prepare for and conduct up to two additional workshops to further support the TDP and TDSP public participation process. It is anticipated that these workshops will occur later on to gather input on potential alternative improvements and the implementation plan. The Consultant will coordinate with TPO staff and the Review Committee to plan and schedule each workshop to target appropriate venues. To maximize opportunities for citizen participation, locations will be selected to ensure geographic coverage and, to the extent possible, piggyback on other community events to maximize participation. TPO staff will be responsible for securing any sites selected and for advertising and promoting the workshops.

In addition, the Consultant will prepare for and make up to four presentations at the direction of TPO staff. For this purpose, the Consultant will develop a user-friendly, graphical presentation to support the communication and adoption of the TDP. The presentation file also will be available for use by TPO staff beyond the adoption of the TDP and TDSP. The forums for the presentations may include the following:

- TPO Board
- TPO Technical Advisory Committee
- TPO Citizens Advisory Committee
- Transportation Disadvantaged Local Coordinating Board
- Or others as requested

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Sub-Task 8.04: Prepare Draft TDP Document

The Consultant will prepare a complete Draft TDP document and then submit it as an electronic copy (PDF) to the TPO and the Review Committee for review and comment. Any comments provided on the Draft TDP will be addressed in the Final TDP.

Sub-Task 8.05: Prepare Draft Executive Summary for TDP

The Consultant will prepare a concise Executive Summary version of the full Draft TDP document. The Executive Summary will be concise, use graphics and easy-to-read bullets or highlights, and sufficiently small in size to enable the TPO to distribute it more easily and widely. An electronic copy (PDF) of this draft document also will be provided to the TPO and Review Committee for review and comment. Comments on the Draft TDP Executive Summary will be addressed in the final version.

Sub-Task 8.06: Prepare Final TDP Document

Once the Draft TDP and Executive Summary have been sufficiently reviewed and accepted, the Consultant will finalize them and submit the Final TDP documents to the TPO. A total of 20 printed copies of the Final TDP and Executive Summary will be produced and submitted to the TPO for consideration and adoption by the TPO. Upon adoption of the Final TDP, the Consultant will prepare and deliver to the TPO one CD-ROM containing all pertinent TDP documentation in Microsoft Word and PDF format, including the reports, graphics, survey databases, maps and associated GIS shapefiles, and T-BEST files.

Responsibilities of the Consultant:

- Prepare and provide electronic versions of draft and final TDP.
- Prepare and provide electronic versions of draft and final executive summary of the TDP.
- Prepare performance monitoring system update.
- Develop public workshop and board presentation materials.
- Prepare and provide 20 printed copies and 1 CD of the final TDP report and executive summary.

Responsibilities of the TPO and SunTran:

- Review and comment on draft TDP.
- Review and comment of draft executive summary of the TDP.
- Schedule and facilitate public workshops and board presentations.
- Coordinate with Consultant as necessary.

Task 9: Prepare Transportation Disadvantaged Service Plan

Although MCSS, as the CTC, is responsible for the production of the TDSP, the TPO will assist in the update. A TDSP is an annually-updated tactical plan that includes a Development Plan, Service Plan, Quality Assurance, and Cost/Revenue Allocation and Fare Justification for the local TD program. According to the FCTD, the Service Plan element identifies the existing operational and administrative structure of the local TD program. The Development Plan element of the TDSP identifies the long-term goals and objectives for the local program, based on data presented within that component. The Quality Assurance element describes the methods used to evaluate the services provided by the CTC,

EXHIBIT A- SCOPE OF SERVICES

transportation providers and the Official Planning Agency and discusses the local service standards established by the Local Coordinating Board (LCB), which are used to monitor and evaluate the effectiveness of the system. Finally, the Cost/Revenue Allocation and Fare Justification requires the agency to prepare a justification of costs, revenues, and fares charged for transportation services.

Sub-Task 9.01: Prepare Draft TDSP

As part of this effort, the Consultant will prepare the first three elements of the TDSP for MCSS, with guidance and assistance from TPO and MCSS staff. These elements specifically include the Development Plan, the Service Plan, and the Quality Assurance component. The TDSP will be prepared to be in full compliance with the FCTD requirements. The initial draft of the TDSP will be provided to MCSS and TPO staff, as well as the Review Committee for review and comment. It is anticipated that at least two review cycles will be necessary to complete the document. An electronic version of the draft TDSP will be submitted to the TPO and MCSS for review.

Sub-Task 9.02: Prepare for and Conduct Presentations of TDSP

The Consultant will make up to two presentations of the draft TDSP to complete its adoption process. The forums for these presentations will be similar to that for the TDP adoption and are expected to include the following:

- TPO Board
- Transportation Disadvantaged Local Coordinating Board

The relationship of the TDSP and other local plans should be addressed during the presentations. These plans include the Long Range Transportation Plan adopted by the TPO and the Comprehensive Plan adopted by the Board of County Commissioners.

Sub-Task 9.03: Prepare Final TDSP

All comments will be incorporated into a final version of the TDSP, which will be prepared for distribution, review, and approval. The final version of the TDSP will be provided to MCSS and the TPO in printed form (20 copies), in digital form for Internet posting, and on CD-ROM to accommodate more widespread dissemination.

Responsibilities of the Consultant:

- Prepare and provide electronic versions of draft and final TDSP.
- Develop and present presentation materials.
- Prepare and provide 20 copies and a CD with the final report.

Responsibilities of the TPO and MCSS:

- Review and comment on draft TDSP.
- Schedule and facilitate presentation at LCB.
- Coordinate with Consultant as necessary.

EXHIBIT A- SCOPE OF SERVICES

Summary of Project Deliverables

Deliverables prepared as part of this scope of services are listed below. All written deliverables will undergo an external editorial review before being finalized for the TPO, SunTran, and MCSS.

- Technical Memorandum No. 1- Data and results from Tasks 1 to 4.
- Technical Memorandum No. 2- Data and results from Task 5.
- Technical Memorandum No. 3- Data and results from Task 6.
- Technical Memorandum No. 4- Data and results from Tasks 7 to 8.
- Electronic version of Draft TDP Report and Executive Summary.
- Final TDP Report (20 copies), Executive Summary (20 copies), and CD (1 copy).
- Electronic version of Draft TDSP Report.
- Final TDSP Report (20 copies) and CD (1 copy).

PROJECT BUDGET & SCHEDULE

Table 2 includes a summary task item budget and estimated hours to complete the project. Table 3 includes an estimated time schedule for completion of the project.

EXHIBIT A- SCOPE OF SERVICES

PROJECT TIMELINE

Transit Development Plan & Transportation Disadvantaged Service Plan Updates

Prepared by Tindale Oliver (08/16/16)

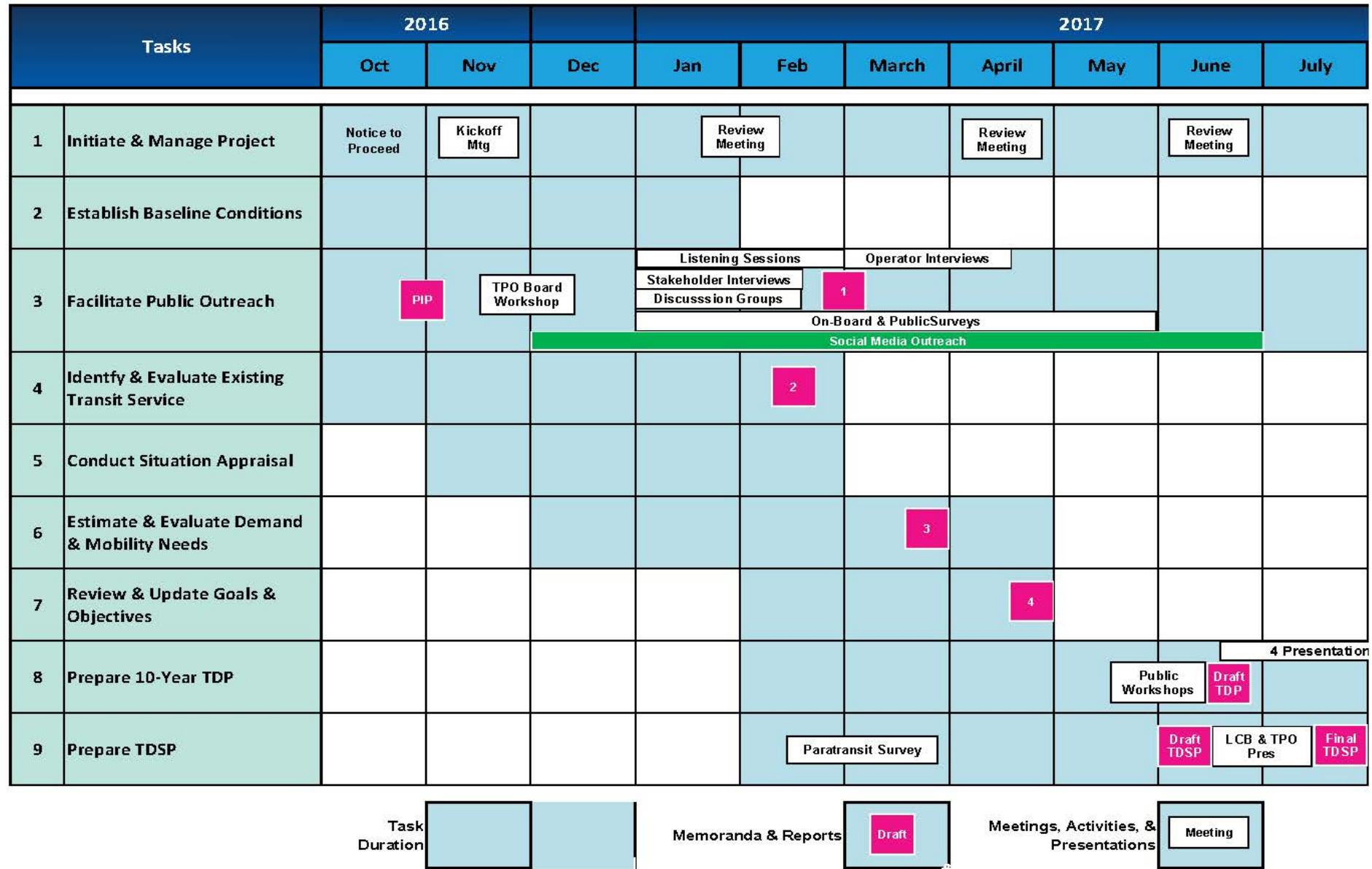


EXHIBIT B- TASKS AND COST PROPOSAL

Table 3

TEN-YEAR TRANSIT DEVELOPMENT PLAN (TDP) & TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP) OCALA/MARION COUNTY

**TPO
Tindale Oliver**

Task Descriptions		Principal in Charge	Project Manager	Senior Planner	Project Planner	Planner	GIS Analyst	Admin/ Clerical	TOTAL HOURS	TOTAL COST
		\$243.70	\$176.94	\$153.37	\$108.20	\$86.02	\$70.65	\$69.11		
Task 1	ESTABLISH A REVIEW COMMITTEE	0	41	21	0	20	8	5	95	\$13,106
1.01	Provide input to review committee composition.		1	2					3	\$484
1.02	Prepare for and facilitate review committee kickoff meeting. (2 people)		10	10		8		2	30	\$4,129
1.03	Prepare for and participate in 3 review committee meetings. (1 person)		30	9		12	8	3	62	\$8,493
Task 2	ESTABLISH BASELINE CONDITIONS	1	3	4	16	64	14	8	110	\$10,166
2.01	Compile and evaluate data for baseline conditions.		1	2	8	32	2	4	49	\$4,520
2.02	Prepare spreadsheet and graphics for baseline conditions.	1	2	2	8	32	12	4	61	\$5,647
Task 3	FACILITATE PUBLIC INVOLVEMENT	7	67	70	42	124	34	262	606	\$60,017
3.01	Prepare public involvement plan.	2	1	2	8	8		1	22	\$2,594
3.02	Conduct TPO Board visioning workshop	2	10	4		8	4	2	30	\$3,979
3.03	Conduct stakeholder interviews. (5 in person, 5 by telephone)		1	32	8	6		2	49	\$6,605
3.04	Prepare and conduct on-board survey and perform data entry	1	2	8	14	42		200	267	\$20,774
3.05	Conduct discussion groups (2 full days, 1 person)		20	1		4	2	2	29	\$4,316
3.06	Conduct public listening sessions (3 full days, 1 person)		24	1		4	2	2	33	\$5,024
3.07	Conduct public survey		2	2	6	8	4	24	46	\$3,939
3.08	Website and social media campaign		2	2	6	24	4	24	62	\$5,316
3.09	Conduct SunTran operator interviews (1 day, 1 preson)		1	10			2	1	14	\$1,921
3.10	Prepare Technical Memorandum No. 1.	2	4	8		20	16	4	54	\$5,549
Task 4	IDENTIFY & EVALUATE EXISTING TRANSIT SERVICES	3	4	20	0	84	24	8	143	\$13,980
4.01	Prepare inventory of transportation services.		2	4		24		4	34	\$3,308
4.02	Conduct trend analysis.			4		20			24	\$2,334
4.03	Conduct peer review analysis.			4		24			28	\$2,678
4.04	Prepare Technical Memorandum No. 2.	3	2	8		16	24	4	57	\$5,660
Task 5	CONDUCT SITUATION APPRAISAL	1	2	12	0	44	0	8	67	\$6,776
5.01	Review local plans and documents			8		24		4	36	\$3,568
5.02	Conduct situation appraisal	1	2	4		20		4	31	\$3,208

EXHIBIT B- TASKS AND COST PROPOSAL
TEN-YEAR TRANSIT DEVELOPMENT PLAN (TDP) & TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP) OCALA/MARION
COUNTY TPO
Tindale Oliver

Task Descriptions		Principal in Charge	Project Manager	Senior Planner	Project Planner	Planner	GIS Analyst	Admin/ Clerical	TOTAL HOURS	TOTAL COST
		\$243.70	\$176.94	\$153.37	\$108.20	\$86.02	\$70.65	\$69.11		
Task 6	ESTIMATE DEMAND & MOBILITY NEEDS	3	6	26	84	52	60	6	237	\$23,996
6.01	Estimate demand for transit services (TBEST)		1	16	80		40	2	139	\$14,251
6.02	Identify & assess needs for transit services		1	2	4	24			31	\$2,981
6.03	Identify & evaluate alternatives		2	4		12	8		26	\$2,565
6.04	Prepare Technical Memorandum #3	3	2	4		16	12	4	41	\$4,199
Task 7	REVIEW & UPDATE GOALS & OBJECTIVES	3	6	14	0	32	0	4	59	\$6,969
7.01	Integrate situation appraisal and previous public input.		2	2		8			12	\$1,349
7.02	Develop draft goals and objectives.		2	8		12		2	24	\$2,751
7.03	Prepare Technical Memorandum No. 4.	3	2	4		12		2	23	\$2,869
Task 8	PREPARE TEN-YEAR TRANSIT DEVELOPMENT PLAN	10	58	28	0	88	58	27	269	\$30,527
8.01	Prepare ten-year TDP.	2	2	8		40	12	4	68	\$6,633
8.02	Prepare performance monitoring program.		2	2		6			10	\$1,177
8.03	Conduct 2 public workshops and 4 presentations. (1 person, 5 trips)	2	50	2		12	8	2	76	\$11,377
8.04	Prepare draft TDP document.	3	2	4		20	20	16	65	\$5,938
8.05	Prepare draft TDP executive summary.	2	1	10		2	10	1	26	\$3,146
8.06	Prepare final TDP report and executive summary.	1	1	2		8	8	4	24	\$2,257
Task 9	PREPARE TRANSPORTATION DISADVANTAGED SERVICE PLAN	3	4	28	34	50	6	11	136	\$14,897
9.01	Prepare draft TDSP.	3	2	12	24	40	2	8	91	\$9,657
9.02	Prepare for and present the TDSP to the LCB.			12	2	2	2	1	19	\$2,439
9.03	Prepare final TDSP.		2	4	8	8	2	2	26	\$2,801
	Total Hours	31	191	223	176	558	204	339	1,722	\$180,435
	Percent Distribution of Hours	1.8%	11.1%	13.0%	10.2%	32.4%	11.8%	19.7%	100.0%	N/A
	TOTAL PROPOSED BUDGET									\$180,435

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:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;

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;

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;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;

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;

U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

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 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 (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 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 nonfederal 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

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.

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.

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

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

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.

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

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.

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. The Contractor also

agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part.

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): 49 CFR Part 26

City of Ocala or its 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 contract and subcontracts financed under this agreement. In this regard City of Ocala or 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 and perform contracts. City of Ocala or contractors shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of DOT assisted contracts.

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

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.

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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Purchaser 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 Purchaser, 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 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:

1 U.S.C 380 1 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

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. § 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.

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.

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.

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 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 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.

TERMINATION:

49 U.S.C. Part 18, FTA Circular 4220.1D

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Convenience (General Provision): 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 Government'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 City of Ocala directs.

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, 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 only be paid 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 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, 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.

Opportunity to Cure (General Provision): City of Ocala in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time, not less than ten (10) calendar days 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 or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or 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 the Contractor and its sureties for said breach or default.

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 term, covenant, or condition of this Contract.

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

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, City of Ocala may terminate this contract for default. 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 City of Ocala.

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, City of Ocala may terminate this contract for default. 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 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 City of Ocala.

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.

Termination for Convenience of Default (Cost-Type Contracts): 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 City of Ocala, or property supplied to the Contractor by City of Ocala. If the termination is for default, 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 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, City of Ocala determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, 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.

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.

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.

Exhibit D

APPENDICES A and E

Revised 01/2015

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

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Exhibit D

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



November 18, 2016

TO: TPO Board Members

FROM: Kenneth Odom, Transportation Planner

RE: 2015 Traffic Counts & Trends Manual

The 2015 Traffic Counts & Trends Manual will be presented for your review and discussion at the November 22nd meeting. Staff will provide a brief overview of the document and answer any questions regarding the counts and trends.

If you have any questions, please feel free to contact the TPO staff at 629-8297.

Cooperative and comprehensive planning for our transportation needs
Marion County • City of Belleview • City of Dunnellon • City of Ocala

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