



TPO Board Meeting

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

November 28, 2023

4:00 PM

AGENDA

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **PROOF OF PUBLICATION**
4. **CONSENT AGENDA**
 - A. **Meeting Minutes – October 24, 2023** (Page #3)
 - B. **SUN Trail Applications Letters of Support** (Page #11)
 - C. **Director Travel** (Page #14)
Recommended Action: Approval of Consent Agenda
5. **ACTION ITEMS**
 - A. **General Planning Consultant (GPC) Contracts** (Page #20)
Recommended Action: Approval of three GPC contracts
 - B. **2050 Long Range Transportation Plan (LRTP) Contract** (Page #152)
Recommended Action: Approval of LRTP consultant contract
 - C. **Fiscal Years (FY) 2024 to 2028 Transportation Improvement Program (TIP) Amendment #2** (Page #211)
Recommended Action: Approval of TIP Amendment #2. Roll Call Vote.
 - D. **Adjusted Urban Area Boundary** (Page #450)
Recommended Action: Approval of the Adjusted Urban Area Boundary
 - E. **Election of 2024 Board Chair and Vice-Chair** (Page #461)
Recommended Action: Election of Board Chair and Vice-Chair for 2024
 - F. **Appointments to the Florida Metropolitan Planning Organization Advisory Council (MPOAC)** (Page #462)
Recommended Action: Election of a Member and Alternate Member for 2024
 - G. **Appointments to the Central Florida MPO Alliance** (Page #464)
Recommended Action: Election of three Members for 2024

H. Proposed 2024 TPO Board Meeting Schedule (Page #466)

Recommended Action: Approval of 2024 Board meeting schedule

I. Citizens Advisory Committee (CAC) Application (Page #468)

Recommended Action: Approval of CAC member

6. PRESENTATIONS

A. Florida Department of Transportation (FDOT) Fiscal Years (FY) 2025 to 2029 Tentative Work Program, Marion County (Page #470)

A presentation by FDOT on the FY 2025 to FY 2029 Tentative Work Program. Information only.

B. I-75 Moving Florida Forward Update (Page #502)

Update by FDOT on Moving Florida Forward I-75 projects. Information only.

C. TPO Budget Status Update (Page #515)

A discussion by staff on the current budget status. Information only.

7. COMMENTS BY FDOT

A. FDOT Construction Report (Page #517)

8. COMMENTS BY TPO STAFF

A. MPOAC Annual Report (Page #522)

B. CTST/TPO Safety Summit

9. COMMENTS BY TPO MEMBERS

10. PUBLIC COMMENT (Limited to 2 minutes)

11. ADJOURNMENT

All meetings are open to the public, the TPO does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status. Anyone requiring special assistance under the Americans with Disabilities Act (ADA), or requiring language assistance (free of charge) should contact Liz Mitchell, Title VI/Nondiscrimination Coordinator at (352) 438-2634 or liz.mitchell@marioncountyfl.org forty-eight (48) hours in advance, so proper accommodations can be made.

Pursuant to Chapter 286.0105, Florida Statutes, please be advised that if any person wishes to appeal any decision made by the Board with respect to any matter considered at the above meeting, they will need a record of the proceedings, and that, for such purpose, they 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 Transportation Planning Organization will be held on January 23, 2024.



TPO Board Meeting

Southeastern Livestock Pavilion Auditorium
2232 NE Jacksonville Road, Ocala, FL 34470

October 24, 2023

4:00 PM

MINUTES

Members Present:

Councilman Ire Bethea
Commissioner Kathy Bryant
Commissioner Craig Curry
Councilmember Kristen Dreyer
Commissioner Ray Dwyer
Councilmember James Hilty
Councilman Tim Inskeep
Councilmember Barry Mansfield
Mayor Kent Guinn
Commissioner Matt McClain
Commissioner Michelle Stone
Commissioner Carl Zalak

Others Present:

Rob Balmes, TPO
Shakayla Irby, TPO
Liz Mitchell, TPO
Sara Brown, TPO
Kia Powell, FDOT
Jonathan Scarfe, FDOT
Mike McCammon, FDOT
Oscar Tovar, City of Ocala
Chris Ziegler, Marion County
Noel Cooper, City of Ocala
Darren Park, City of Ocala
Steven Neal, City of Ocala
Ji Li, City of Ocala
Tracey Straub, Marion County
Addie Javed, Marion County
Sara Shepherd
Valerie Hanchar

Item 1. Call to Order and Pledge of Allegiance

Chairman Craig Curry called the meeting to order at 4:00pm and led the board in the Pledge of Allegiance.

Item 2. Roll Call

Shakayla Irby, Administrative Assistant called the roll and a quorum was present.

Item 3. Proof of Publication

Shakayla Irby, Administrative Assistant stated the meeting was published online at the TPO website and the City of Ocala, Belleview, Dunnellon, and Marion County meeting calendars on October 17, 2023. The meeting was also published to the TPO's Facebook and Twitter pages.

Item 4. Presentation of Awards

A. Mayor Kent Guinn

Chairman Curry presented Mayor Kent Guinn with a Leadership Service Award Plaque. Mayor Kent Guinn had been a great leader of the TPO, serving on the TPO board for 24 years -- as Mayor for 12 years and as a City Council Member for 12 years. Including serving as Chairman of the TPO twice -- first as a City Councilman in 1999 and then as Mayor in 2011.

Mayor Guinn had provided great leadership and support to TPO staff, and had been highly accessible, offering insights and guidance. He had always been a strong voice and leader for public safety.

B. SunTran

Mr. Steven Neal of SunTran shared with the Board two recent transit awards received from the Florida Public Transportation Association in Orlando earlier in the month.

One award was for Outstanding Public Transportation System Achievement and the other award was for Bus Safety and Security Excellence.

Item 5. Consent Agenda

Mr. Mansfield made a motion to approve the Consent Agenda. Ms. Bryant seconded, and the motion passed unanimously.

Item 6a. 2023 TPO Apportionment Plan

Mr. Balmes presented the 2023 Apportionment Plan for the Ocala/Marion County TPO.

The Plan was reviewed by the TPO Board at the September 26 meeting, and by the Citizens Advisory Committee and Technical Advisory Committee on September 12 and October 10.

The Citizens Advisory Committee (CAC) and Technical Advisory Committee (TAC) approved/endorsed the adoption of the 2023 Apportionment Plan on October 10, 2023.

- TPO Board Membership remaining at 12 Voting, 1 Non-Voting. 13 members.
- City of Ocala (5); Marion County (5), City of Belleview (1); City of Dunnellon (1) – Voting
- FDOT Secretary (1) – Non-Voting

Submission of an Apportionment Plan, with a resolution of support by the Board Chair, must be transmitted to the Florida Department of Transportation by November 14, 2023.

TPO staff was seeking board approval for the Apportionment Plan. Next steps would include submission to FDOT by November 14 for Governor approval.

Chairman Curry mentioned that at the September 26 board meeting the Apportionment Plan was discussed and although no action was taken at that time, there was consensus with the board for the plan to remain as it was presented.

Mr. Hilty made a motion to approve the 2023 Apportionment Plan.

Mr. Bethea seconded, and the motion passed unanimously.

Item 6b. 2023 List of Priority Projects (LOPP) Amendment

Mr. Balmes presented and said that staff was proposing to update the 2023 List of Priority Projects (LOPP) Trail Priorities list to include two additional projects. Based on the recent enactment of Senate Bill 106, which revitalized and increased funding for the SUN Trail network, the TPO with state and local partners, are identifying future project opportunities in Marion County.

Cross Florida Greenway-Pruitt Gap connection, across State Road (SR) 200.

A connection across SR 200 would provide a vital link to the Cross Florida Greenway and Heart of Florida Loop, while ensuring safety for all users, especially as the Pruitt Trail project (5.5 miles) is funded for construction in fiscal year 2026.

Cross Florida Greenway Land Bridge Project Development and Environment (PD&E) Study.

A PD&E Study for the future expansion of the Land Bridge would be a complimentary component to FDOT's ongoing master planning of I-75 improvements in Marion County, beyond the current Moving Florida Forward initiative. Upon approval, the amended Trail Priorities List of the 2023 LOPP will support SUN Trail applications for both facilities. The projects would be administered by the Florida Department of Transportation and maintained by the Florida Department of Environmental Protection – Florida State Park Service.

Commissioner Zalak inquired about the inclusion of the Santos to Baseline Trail and Downtown to Silver Springs Trail in the five-year plan.

Mr. Balmes responded, confirming that funding had been awarded for the Santos to Baseline Trail—\$1 million for design and \$5.6 million for construction.

Mr. Zalak made a motion to approve the 2023 LOPP Amendment. Mr. Mansfield seconded, and the motion passed unanimously.

Item 7. Comments by FDOT

Mr. Johnathan Scarfe introduced new Liaison, Kia Powell.

Mr. Scarfe informed the board that FDOT was ready to receive the Apportionment Plan upon approval and would coordinate with the Central Office. The TPO was well ahead of the Apportionment deadlines.

The construction report was provided with the following highlights that began October 2023:
S.R. 326 Resurfacing from Northwest 12th Avenue to S.R. 40 – estimated completion Fall 2024
S.R. 492 Bridge Improvements Over the C.S.X. Railroad – estimated completion early 2024
Silver Springs State Park Pedestrian Bridge – estimated completion Summer 2024

Mr. Scarfe responded to a question from the prior board meeting regarding S.R. 464, stating that current plans involve the contractor finishing the sidewalk and commencing paving in February. FDOT will continue to monitor the asphalt and address any potholes until the road is repaved. The project was initially scheduled to be completed by 2024.

Mr. Curry inquired about the specific section of the road where the project would commence.

Mr. McCammon addressed the board and mentioned that the contractor had not yet provided the schedule. FDOT has encouraged them to prioritize the section from 25th, where the pavement is worse. However, it was emphasized that FDOT does not have full control over their schedule.

Mr. Curry inquired whether it would be beneficial for the TPO to send a letter.

Mr. McCammon mentioned that the TPO board could encourage them through whatever process they chose, but it was noted that the contractor also has contracts with tighter deadlines.

Mr. Scarfe continued his comments, noting that the Tentative Five-Year Work Program, spanning from Fiscal Year 2024/25 to Fiscal Year 2028/29, had been included in the agenda packet for the board's review. A virtual public hearing was conducted from October 16 to October 20, accompanied by an open house on October 17 from 3 pm to 5:30 pm at the FDOT District 5 Office in Deland, FL. All public comments were required to be submitted by November 3, 2023. The FDOT Work Program group was scheduled to present to the committees on November 14, followed by a presentation to the governing board on November 28.

The "Moving Florida Forward" project, centered on Interstate 75 (I-75) from State Road (S.R.) 44 to S.R. 326, had been budgeted at \$479 million, with construction set to commence in 2025. Within the MPO liaison units, ongoing efforts have been directed towards drafting letters for the Long-Range Transportation Planning Amendment required for the project.

Ms. Stone examined a photo in the meeting packet, specifically addressing the upcoming auxiliary lanes, and asked about the purpose of the smaller dotted lines in the fourth lane.

Mr. Scarfe mentioned that there was nothing specific regarding the lines.

Ms. Stone inquired whether the shoulders would still be able to accommodate cars on both sides for those needing to pull over.

Mr. Scarfe mentioned they were likely designed to do so.

Item 8. Comments by TPO Staff

Mobility Week 2023

Ms. Irby shared with the board that Mobility Week was approaching October 27 to November 4 and shared the following local events with the committee:

- November 1 from 4:30pm to 6:00pm – Helmet Giveaway at the Mary Sue Rich at Reed Place Community Center
- November 2 – Try Transit Thursday, offering fare-free rides for the day, and take a look at the new electric cutaway vehicle
- November 3 from 9:00am to 10:30am – Walk and Talk Tour beginning at the Downtown Ocala Gazebo

Mr. Neal also shared that the SunTran would have an electric Microtransit vehicle at the Downtown Transfer Station for Try Transit Thursday.

Mr. Zalak asked if the buses were automated.

Mr. Neal stated that the buses would be all-electric with wheelchair capability, and they would have human drivers. He explained that the technology for fully autonomous SunTran vehicles wasn't currently available, and automated vehicles were considerably slower. While autonomous vehicles might be incorporated in the future, it was not the optimal choice for SunTran at the moment.

Congestion Management Online Resources

Ms. Brown presented and said that at the August 22 TPO board meeting, Kimley-Horn presented the Congestion Management Plan (CMP), 2023 State of the System Update. The presentation included the most recent information on congested roadways.

As a result, the TPO updated the Congestion Management Plan interactive map on the Congested Roadway Locations in Marion County.

From the TPO website, www.ocalamariontpo.org, Ms. Brown provided the board with a walkthrough on how to view and operate the story map. She also gave a brief introduction to the Congestion Management Plan and discussed the CMP network, Level of Service, and the interactive map on the Congested Roadway Locations.

CTST/TPO Safety Summit

Mr. Balmes announced a 2023 Transportation Safety Summit in collaboration with the Marion County Community Traffic Safety Team (CTST). The Summit, scheduled for November 9, 2023, from 9:00 am to 10:30 am at the Mary Sue Rich Community Center, aims to promote transportation safety within Marion County as part of our Commitment to Zero vision. It will include speakers and opportunities for public input.

Mr. Balmes also expressed gratitude, taking a moment to thank Councilmember Ire Bethea for his willingness to be one of the speakers at the Summit. He extended an invitation to all board members, noting that the meeting would be sunshine noticed.

There would be more details to come as the agenda was finalized.

Central Florida MPO Alliance Update

Mr. Balmes shared that at the October 13, 2023 meeting of the Central Florida MPO Alliance, the 2023 Central Florida Regional Priority Projects lists were adopted.

The lists include Transportation Regional Incentive (TRIP), Strategic Intermodal System (SIS), Regional Trails and Regional Transportation System Management and Operations (TSM&O) projects. The meeting agenda packet included the adopted lists with Ocala/Marion County projects highlighted in yellow. The specific projects and lists were approved by the TPO Board in May.

Based on the announcement by Florida Department of Transportation (FDOT) District 5 Secretary Tyler at the TPO Board meeting on September 26, 2023, regarding the current funding shortfall for the I-75 at NW49th Street interchange, the project was requested to be moved from the Strategic Intermodal System (SIS) Highway Projects Fully Funded List to the SIS Highway Projects Needs List. A footnote was also requested to be added to reference the project is being tied to the Moving Florida Forward I-75 Auxiliary Lanes project. These changes were being made prior to submission of the lists to the FDOT District 5.

Chairman Curry inquired about a good estimate for the shortage at the I-75 and NW 49th Street interchange.

Mr. Scarfe stated that he didn't have the information on hand and would provide the board with an answer later.

Chairman Curry sought clarification on the S.R. 44 to S.R. 326 project.

Mr. Balmes explained that the operational improvements for the S.R. 326 interchange were part of the Moving Florida Forward initiative and would also be included in the Long-Range Transportation Planning (LRTP) amendment. The public announcement for this would be made on October 30th, ensuring the required 30-day notice period.

Adjusted Urban Area Process

Mr. Balmes mentioned that every 10 years following the Census, the MPO/TPO's work with state and local government partners to review the urban area boundaries within each respective planning area. The process commenced earlier this year in August, as facilitated by the Florida Department of Transportation (FDOT), with a timeframe for completion this calendar year.

A proposed Adjusted Urban Boundary map for the TPO Planning Area (Marion County) will be circulated for approval through the TPO's Citizens Advisory Committee, Technical Advisory Committee and TPO Board at the November meetings.

The adjustment of urban area boundaries would be completed by the Federal Highway Administration (FHWA), through a state and local authorized process, to ensure a more comprehensive depiction of urban vs. rural areas is reflected for each MPO/TPO planning area [23 U.S.C. 101(a)(35)]. The "adjusted urban area boundary" process includes important considerations beyond the Census, such as the incorporation of local knowledge, roadway functional classifications, major activity centers, jurisdictional boundaries and irregularities in boundary shapes. Any roadway located within or on an adjusted urban area boundary is considered urban. Final approval of all adjusted urban area boundaries is made by the U.S. Secretary of Transportation.

The TPO would be coordinating with FDOT and local governments to ensure the completion of the proposed 2023 Adjusted Urban Boundary map for the TPO Planning Area is presented to the Board for approval at the November 28, 2023 meeting.

SUN Trail Grant Award

Mr. Balmes mentioned that the enactment of Senate Bill 106 revitalized and increased funding for the SUN Trail network. The Florida Department of Transportation (FDOT) is administering the SUN Trail program, including the coordination and project grant awards process.

Mickey Thomason, Park Manager of the Cross Florida Greenway of the Florida Department of Environmental Protection (FDEP), in coordination with the Marion County Office of the County Engineer, submitted an application for the initial round of the program. The application was for the critical gap of the Cross Florida Greenway from the Santos Trailhead to the Baseline Trailhead. This trail gap has been a long-term identified need dating back to the TPO's 2035 Bicycle/Pedestrian Master Plan, and more recently in the Regional Trails Facilities Plan and current List of Priority Projects (Trails List).

On October 9, 2023, FDOT notified Mr. Thomason the project was awarded \$1,000,000 in Design funding in fiscal year 2024, and \$5,600,000 for Construction in fiscal year 2026. This funding award reflected hard work and dedication of current and past staff and partners in Marion County and at FDOT District 5.

2045 Long Range Transportation Plan Amendment

Mr. Balmes said based on the public announcement by the Florida Department of Transportation (FDOT) regarding the Moving Florida Forward I-75 Auxiliary Lanes project, the TPO will conduct a 2045 Long Range Transportation Plan (LRTP) Amendment public hearing on

November 28, 2023. The public hearing will be prior to the regularly scheduled TPO Board meeting.

On October 16, the TPO sent a call for amendments to the four local government partners regarding the addition of new projects to the 2045 LRTP Needs Element. Due to the time constraints, local partners were provided a notice to submit any new projects to the TPO by October 20.

Per the Public Participation Plan (PPP), the TPO must provide a 30-day public notice for any amendment to the LRTP. The public notice is scheduled to be posted to the community no later than October 30, 2023.

The current summary document for the 2045 LRTP Cost Feasible and Unfunded project lists could be found on the TPO website www.ocalamariontpo.org.

Item 9. Comments by TPO Members

Mr. Zalak expressed his enthusiasm for the trail, emphasizing the significance of connecting Downtown to Silver Springs. He highlighted the ongoing efforts to improve pedestrian access in Silver Springs, extending the initiative all the way up to Hawthorne.

Ms. Stone extended a warm welcome to the new Transportation Planner, Sara Brown, expressing her delight in having her as part of the TPO. Additionally, she requested the inclusion of page numbers on the meeting agenda packet, as she found that detail to be helpful.

Mr. McClain expressed his happiness at being on the TPO board. It was his first meeting, and he conveyed his excitement about working with everyone.

Mayor Guinn made a comment about the upcoming project on S.R. 200 to add medians. He emphasized the importance of ensuring that businesses could still access and operate effectively during the project, preventing any need for them to shut down.

Item 10. Public Comment

There was no public comment.

Item 11. Adjournment

Chairman Craig Curry adjourned the meeting at 4:48pm.

Respectfully Submitted By:

Shakayla Irby, Administrative Assistant



TO: Board Members

FROM: Rob Balmes, Director

RE: Letters of Support, SUN Trail Grant Applications, Florida Department of Environmental Protection – Cross Florida Greenway

Summary

The Florida Department of Environmental Protection (FDEP)–Cross Florida Greenway Office in Ocala is applying for two SUN Trail grants during the current application period. Mickey Thomason, Cross Florida Greenway Manager, is leading the application process and has requested letters of support from the TPO Board for both projects. Included with this memo are two proposed letters of support for the following projects:

- State Road 200 Cross Florida Greenway Trail Crossing
- I-75 Landbridge Expansion

Attachment(s)

- TPO Board Letters of Support

Action Requested

Approval of two letters of support

If you have any questions or concerns, please contact me at: 438-2631.



November 28, 2023

Aishwarya Sandineni, PE
Florida Department of Transportation
SUN Trail Coordinator
719 South Woodland Boulevard
DeLand, FL 32720

RE: SUN Trail Application Letter of Support, SR 200 Cross Florida Greenway Trail Crossing

Dear Ms. Sandineni,

The Ocala/Marion County Transportation Planning Organization (TPO) is honored to submit a letter of support for the FDOT Shared-Use Nonmotorized (SUN) Trail application for a trail crossing at SR 200 and the Marjorie Harris-Carr Cross Florida Greenway. The project will significantly enhance safety and provide a vital connection for all users of the Greenway in Marion County.

The crossing at SR 200 has been a TPO priority project for many years, and is identified as a needed improvement in a number of planning documents, including the adopted 2035 Bicycle and Pedestrian Master Plan (2015), Regional Trails Facilities Plan (2019), 2045 Long Range Transportation Plan (2020) and List of Priority Projects, Trails List (2023).

This portion of the Cross Florida Greenway is also part of the SUN Trail priority network Heart of Florida Loop, Florida National Scenic Trail and the Florida Wildlife Corridor. The vision of the trail network in Marion County is to connect the City of Dunnellon at the Withlacoochee State Trail to Silver Springs State Park. This project at SR 200 is one of the last remaining vital gaps enabling all users to have continuous and safe access on the Greenway across the entire County. This includes pedestrians, cyclists, equestrians, wildlife and motorists traveling on the State Road 200 corridor.

The TPO offers this letter of support for the SR 200 trail crossing project and respectfully requests your consideration to fully fund all phases requested in the application.

Sincerely,

Commissioner Craig Curry
TPO Board Chair
Ocala/Marion County Transportation Planning Organization

A transportation system that supports growth, mobility, and safety through leadership and planning
Marion County • City of Belleview • City of Dunnellon • City of Ocala



November 28, 2023

Aishwarya Sandineni, PE
Florida Department of Transportation
SUN Trail Coordinator
719 South Woodland Boulevard
DeLand, FL 32720

RE: SUN Trail Application Letter of Support, I-75 Cross Florida Greenway Landbridge Expansion

Dear Ms. Sandineni,

The Ocala/Marion County Transportation Planning Organization (TPO) is honored to submit a letter of support for the FDOT Shared-Use Nonmotorized (SUN) Trail application for the Marjorie Harris-Carr Cross Florida Greenway Landbridge project at I-75. The project will provide a safe and accessible connection for all users of the Greenway and continue to support wildlife and motorist safety along I-75 in Marion County.

For over 20 years, the Landbridge has served as a critical ecological and recreational connection with significant economic benefits to Marion County and the Central Florida Region. As visitation by all users and wildlife have significantly grown, there is a vital need to increase the crossing space of the Landbridge to safely separate users and maintain accessibility. Additionally, the timing is appropriate to conduct a Project Development and Environment (PD&E) study for the Landbridge as FDOT undertakes a master planning process for the I-75 corridor.

The expansion or replacement of the Landbridge was identified in the TPO's 2045 Long Range Transportation Plan in 2020 and recently included in the 2023 List of Priority Projects Trails List. The Landbridge is also part of the SUN Trail Network Heart of Florida Loop, Florida National Scenic Trail and the Florida Wildlife Corridor. The vision of the trail network in Marion County is to connect the City of Dunnellon at the Withlacoochee State Trail to Silver Springs State Park.

The TPO offers this letter of support for the I-75 Landbridge project and respectfully requests your consideration to fully fund all phases requested in the application.

Sincerely,

Commissioner Craig Curry
TPO Board Chair
Ocala/Marion County Transportation Planning Organization

A transportation system that supports growth, mobility, and safety through leadership and planning
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TO: Board Members

RE: Director Travel Reimbursement Approval

TPO Director Rob Balmes travel reimbursement request for \$123.42, per TPO Travel Policy and current U.S. General Services Administration (GSA) travel and Internal Revenue Service (IRS) mileage rates.

1. October 26, 2023
MPOAC Meetings
Auburndale, FL
Travel Reimbursement Requested: \$123.42



Marion County Commission Authorization to Incur Travel Request

Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help. Digital Sign Available.

Traveler: Robert Balmes Date: 10/25/2023
Employee Number: 11612 Department: TPO
Travel Destination: Auburndale, FL
Purpose: MPOAC Meetings
Departure Date: 10/26/2023 Time: 7:30 AM Return Date: 10/26/2023 Time: 6:30 PM

REGISTRATION INFORMATION

(Attach Registration Form)

GL Account #: _____

Registration Name: _____ Amount: _____
Registration Address: _____
City: _____ State: Florida Zip Code: _____
Check One: Mail Registration Check P-Card Purchase

HOTEL INFORMATION

GL Account #: _____

Hotel Name: _____
Hotel Address: _____
City: _____ State: Florida Zip Code: _____
Confirmation Number: _____ Hotel Amount: _____
Check One: Mail Hotel Check P-Card Purchase

FLIGHT INFORMATION

GL Account #: _____

Airline Name: _____ Flight Number: _____
Confirmation Number: _____ Flight Amount: _____
Departure Date: _____ Time: _____ Return Date: _____ Time: _____

RENTAL CAR INFORMATION

GL Account #: _____

Rental Car Company: _____
Confirmation Number: _____ Rental Amount: _____
Pick up Date: _____ Return Date: _____

TRAVELER'S ESTIMATED EXPENSES

GL Account #: BR407549-540101

Meals: B _____ Per Day x \$6.00
 L _____ Per Day x \$11.00
 D _____ Per Day x \$19.00 Total Meals: \$0.00

County Vehicle Requested? YES NO (Gas Card Available)

Mileage Private Vehicle: 184 Miles @ \$ 0.655 \$120.520

Traveler's Total Estimated Expenses \$120.52

Travel Advance Check Requested? YES NO

Requested Amount of Travel Advance \$0.00
(80% of total estimated expenses)

ESTIMATED COST OF TRAVEL

Registration: _____

Hotel: _____

Flight: _____

Rental Car: _____

Other: _____

Traveler's Estimated Expenses: \$120.52

Total Estimated Cost of Travel \$120.52

Travelers Signature:  Date Signed: 10/29/23

Director/Designee Signature: _____ Date Signed: _____

Upon return from travel, employees must file Form TR2 including all receipts within 5 work days.

Approval: _____ Date Signed: _____
Assistant County Administrator (Travel over \$1,000, Director Travels & Out of State Travel)

Approval: _____ Date Signed: _____
County Administrator (ACA Travels & Out of Country Travel)

Review: _____ Date Signed: _____
Procurement Services



MARION COUNTY
VOUCHER FOR REIMBURSEMENT
OF TRAVELING EXPENSES

Payee: Robert Balmes Invoice #: TRR
 Employee ID #: 11612 GL Account Code: BR407549-540101
 Department: TPO
 (Procurement use only)

Use your cursor to hover over a field for help.

	Date	Travel Performed From Point of Origin To Destination	Purpose or Reason (Name of Conference)	Hour of Departure or Hour of Return	Total Meal Amt Per Day	Map Mileage Claimed	Vicinity Mileage Claimed	Incidental Expenses	
								Amount	Type
Day 1	10/26/23	Ocala to Auburndale	MPOAC Meetings	7:00 AM		92		\$1.45	Toll
Day 2	10/26/23	Auburndale to Ocala	MPOAC Meetings	6:00 PM		92		\$1.45	Toll
Day 3									
Day 4									
Day 5									
Day 6									
Day 7									
Day 8									
Day 9									
Day 10									
Day 11									

I certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of Marion County; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirement of Section 112.061, Florida Statutes, and Marion County Travel Policy.

Payee Signature: 
 Date Prepared: 11/9/23

		Total Meal Expenses	
0.655	@ Per Mile	Total Mileage Expenses	\$120.52
184	# All Miles	Total Incidental Expenses	\$2.90

Net Amount Due To Traveler \$123.42

Pursuant to Section 112.061(3)(a), Florida Statutes, I hereby certify or affirm that to the best of my knowledge, the above travel was on official business of Marion County and was performed for the purposed(s) stated above.

Director Signature: _____ Date Signed: _____
 ACA Signature: _____ Date Signed: _____
 Procurement Signature: _____ Date Signed: _____

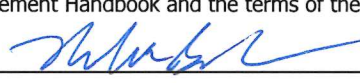
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTOR TRAVEL FORM

300-000-06
 COMPTROLLER
 03/14

Contractor <u>Robert Balmes</u>	Contract or PO # _____	Contact Person <u>Rob Balmes</u>
Company <u>Ocala Marion TPO</u>	Company's Address <u>2710 E Silver Springs Blvd</u>	Telephone No. <u>352 438-2631</u>
Residence (City) <u>Ocala, FL</u>	<u>34471</u>	E-Mail Address <u>rob.balmes@marionfl.org</u>

DATE	TRAVEL PERFORMED FROM POINT OF ORIGIN TO DESTINATION	PURPOSE OR REASON FOR TRAVEL (NAME OF CONFERENCE OR CONVENTION)	HOUR OF DEPARTURE and RETURN	CLASS A & B MEAL ALLOWANCE	PER DIEM/ ACTUAL LODGING	MAP MILEAGE	VICINITY MILEAGE	INCIDENTAL EXPENSES	
								AMOUNT	TYPE
10/26/2023	Ocala to Auburndale	MPOAC Meetings	7:30 AM			92		\$1.45	Toll
10/26/2023	Auburndale to Ocala	MPOAC Meetings	7:00 PM			92		\$1.45	Toll

SIGNATURES
 I hereby certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to my official duties of the agency or contract/PO; any meals or lodging included in a registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and conforms in every respect with the requirements of Section 112.061, Florida Statutes, Chapter 69I-42 F.A.C., Department of Financial Services Reference Guide For State Expenditures, Department of Transportation Disbursement Handbook and the terms of the contract.

CONTRACTOR:  DATE: 11/9/23
 JOB TITLE: TPO Director

Pursuant to Section 112.061(3)(a), Florida Statutes and the terms of the Contract, I hereby certify or affirm that to the best of my knowledge the above consultant was on official business for the State of Florida and the travel was performed for the purpose(s) stated above.

CONTRACTOR'S SUPERVISOR: _____ DATE: _____
 TYPED or printed NAME: _____
 TITLE: _____

	COLUMN TOTAL	COLUMN TOTAL	TOTAL MILES	184	COLUMN TOTAL	SUMMARY TOTAL
	\$0.00	\$0.00	X @ \$0.655		\$2.90	\$123.42
			\$120.52			
JUSTIFICATION/EXPLANATION						
OTHER PERSONNEL IN PARTY						

Instructions for Completing the Contractor Travel Form

Contractor: Name of the individual who performed travel.

Contract or PO No.: Number of the contract or Purchase Order on which work was performed.

Company: The consultant's company.

Company's Address: City where the consultant's company is located.

Residence (City): City where the consultant resides.

Contact Person: Person to notify for inquiries related to the travel voucher.

Telephone No: The telephone number of the contact person.

E-Mail Address: E-Mail address of the contact person.

Date: (MM/DD/YYYY) Dates of actual travel.

Travel Performed From Point of Origin to Destination: Departing location to the city or town of where business will commence. List each location. NO ABBREVIATIONS.

Purpose or Reason for Travel: Give reason for travel. Specify name of conference, convention, seminar, training, etc. NO ABBREVIATIONS and NO ACRONYMS

Hour of Departure and Return: Actual time of departure and return. Must state A.M or P.M

Class A & B Meal Allowance: Itemize daily using the appropriate meal allowance: \$6 for breakfast, \$11 for lunch, and \$19 dinner per F.S. 112.061. Deduct any meals included in a registration fee paid by DOT.

Per Diem/Actual Lodging: Itemize daily. For per diem use the rate of \$80 per day prorated on a quarterly basis. When calculating per diem Class A travel day starts at midnight and Class B travel day begins at the time of departure. For actual lodging use single occupancy rate including taxes.

Map Mileage: Point to point mileage calculated from the Official Department of Transportation map (in-state) available on the Internet at <http://www3.dot.state.fl.us/mileage>.

Vicinity Mileage: Mileage other than map mileage incurred within headquarters or destination.

Incidental Expenses: List the amount and the type of charge being charged (do not itemize daily).

Column Total: Total cost for class A & B meal allowance.

Column Total: Total cost for Per Diem/Actual Lodging.

Total Miles: Total of map and vicinity mileage at \$0.445 per mile.

Column Total: Total cost of incidental expenses.

Summary Total: Total cost to the Department of Transportation.

Contractor: Individual who performed the travel.

Date: Date the travel form was prepared.

Job Title: Job title of the traveler.

Contractor's Supervisor: Traveler's supervisor.

Date: Date the authorized official approved/signed the travel form.

Typed or Printed Name: Typed or printed name of the authorized official.

Title: Job title of the authorized official.

Justification/Explanation: Explain any unusual claims for reimbursement.

Other Personnel in Party: List the names of other personnel traveling with you.

Meal Allowances and Travel Status are as follows:

Refer to Disbursement Handbook, Section 112.061, F.S. and Chapter 69I-42 F.A.C. and Department of Financial Services for complete instructions.

CLASS A TRAVEL STATUS - Continuous travel of 24 hours or more away from official headquarters.

CLASS B TRAVEL STATUS - Continuous travel of less than 24 hours requiring overnight absence from official headquarters.

MAXIMUM ALLOWANCES FOR MEALS AS FOLLOWS:

BREAKFAST \$6.00 - When travel begins before 6 a.m. and extends beyond 8 a.m.

LUNCH \$11.00 - When travel begins before 12 noon and extends beyond 2 p.m.

DINNER \$19.00 - When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

(NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity.)



TO: Board Members

FROM: Rob Balmes, Director

RE: General Planning Consultant (GPC) Contracts Approval

Since March 2023, the TPO has been coordinating with the Marion County Procurement Services Department regarding a Request for Qualifications (RFQ) and selection committee process for new general planning consultant (GPC) contract(s). The TPO managed GPC contracts previously with three firms (Alfred Benesch and Company, Kimley-Horn and Associates, Kittelson and Associates) for assistance in various planning tasks. These tasks performed by the consultants for the TPO are based on activities outlined in the Unified Planning Work Program (UPWP). The three previous contracts expired on August 31, 2023.

At the June 27 meeting, the Board approved the GPC Selection Committee's recommendations to contract with Alfred Benesch and Company, Kimley-Horn and Associates and Kittelson and Associates. Based upon this approval, a contract and hourly fee negotiation process was facilitated by Procurement Services with the firms in July. This process has led to the development of GPC contracts between the TPO and the three respective firms, including corresponding hourly rates by job classification. The contracts were reviewed by the Marion County Attorney's Office. The contracts are proposed to be three years in length through December 26, 2026 and include two one-year renewal options.

Attachment(s)

- TPO General Planning Consultant contracts:
 - [Alfred Benesch and Company](#)
 - [Kimley-Horn and Associates](#)
 - [Kittelson and Associates](#)

Action Requested

Staff requests Board approval of the three GPC contracts.

If you have any questions or concerns about the contracts, please contact me at: 438-2631.

A transportation system that supports growth, mobility, and safety through leadership and planning
Marion County • City of Belleview • City of Dunnellon • City of Ocala

2710 E. Silver Springs Blvd. • Ocala, Florida 34470
Telephone: (352) 438 - 2630 • www.ocalamariontpo.org

Alfred Benesch and Company

AGREEMENT BETWEEN OCALA MARION COUNTY TRANSPORTATION PLANNING
ORGANIZATION (TPO) AND PROFESSIONAL SERVICES FIRM

THIS AGREEMENT, made and entered into between the **Ocala Marion County Transportation Planning Organization**, a federally mandated agency responsible for the urban transportation planning process for the Ocala/Marion County planning area, acting by and through its Governing Board, and located at 601 SE 25th Ave., Ocala, FL 34471, hereinafter called "TPO" and Alfred Benesch & Company, a Professional Services Firm with a principal address at 1000 N. Ashley Drive, Suite 400, Tampa, FL 33602, possessing FEIN # 36-2407363, hereinafter referred to as "FIRM", under seal for the TPO General Planning Consultant Project (hereinafter referred to as the "Project", and TPO and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, TPO and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between TPO and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Transportation Planning Organization Board shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders, and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-055 - TPO General Planning Consultant, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than TPO and FIRM.

Section 4 - Term. This Agreement shall commence upon the Ocala Marion County Transportation Planning Organization Board approval. This Agreement shall be in effect through December 31, 2026 ("Term"). Pending mutual agreement and approval by TPO, the Term may be renewed for two additional, one (1) year terms. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to TPO and COUNTY, including the reason for termination, or fails to perform work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of RFQ #23Q-055, FIRM shall provide complete General Planning Consultant Services for Task Orders as stated and described in the Solicitation and shall additionally adhere to the duties attached in Exhibit A – Scope of Work. The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Document or Purchase Order. Task Orders at any value shall commence upon issuance of a Purchase Order for that Work. TPO will make every effort to equitably distribute Task Orders in accordance with FS §287.055 (CCNA), however in the event of emergency of FIRM's specific and previous knowledge of a project, that Task Order may be directly assigned out of

rotation. Individual Task Orders to be included in FIRM's scope of work may be of varied size and complexity as required by TPO. Task Orders will require approval of the TPO Board. Task Orders will require a detailed scope of work and fee schedule breakdown and may require execution of a separate Amendment to the Agreement contract execution, or may be authorized to begin by purchase order only.

Section 6 – Compensation. TPO shall make payment of each assigned Task Order (the "Agreement Price"), to FIRM under established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and TPO, shall FIRM submit an invoice to TPO requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as TPO may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to TPO that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Subcontractor fees, when authorized, shall be limited to a 10% markup, and subcontractor rates for similar classifications may not exceed FIRM's own rates. Additional job classifications, when required, shall be at rates pre-negotiated and approved by TPO in writing prior to work commencing on any Task Order. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to TPO that, upon receipt from TPO of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B – Fee Schedule**.

Other than the fees and rates set forth in Exhibit B, FIRM shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance here under.

Section 7 – Assignment. FIRM may not transfer, assign, or subcontract all or any part of this Agreement without written approval by TPO.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. TPO shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and TPO and its elected officials and employees against and hold COUNTY and TPO and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY and TPO or its elected officials and employees may sustain, or which may be asserted against COUNTY and TPO or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY and TPO shall be notified if any policy limit has eroded to one-half of its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number, and show Marion County Board of County Commissioners as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by MCBCC's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY and TPO. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, TPO may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default, and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, TPO thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to TPO. In the event of termination of this Agreement for cause, TPO will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. TPO may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, TPO will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining TPO or other public entity obligations under this Agreement. TPO shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment, and supplies sold and delivered to COUNTY and TPO under this Agreement and until final inspection of the Work and acceptance thereof by TPO. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed, or COUNTY and TPO property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY and TPO, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY and TPO for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. TPO reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. TPO reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of TPO.

Section 19 – Employee Eligibility Verification. TPO hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY and TPO shall immediately terminate FIRM if COUNTY and TPO have a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY and TPO upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY and TPO has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY and/or TPO shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, TPO shall immediately terminate FIRM.
- g) If COUNTY and/or TPO terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY and/or TPO as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY and TPO or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY and TPO may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor TPO shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In

addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which TPO determine the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

- C. Termination, Any Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- CI. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to TPO that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to TPO that it will maintain all necessary licenses, permits, or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to TPO for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 – Compliance Responsibilities and Federal Contract Requirements. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, FIRM agrees to comply with all requirements for the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women’s business enterprises, and labor surplus area firms. FIRM is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of FIRM pursuant to the grant funding requirements. A copy of the requirements will be supplied to FIRM by the TPO upon request. Federal grant funding is anticipated to be used under this Agreement; Federal contract provisions have been included in **EXHIBIT C**, attached hereto and incorporated herein. FIRM will be required to adhere to any changes in Federal contract provisions during the course of this Agreement.

Section 28 – Compliance with Florida Department of Transportation Requirements. FIRM must not discriminate based on race, color, religion, national origin, age or sex in the award and performance of this Agreement or in the administration of its Disadvantaged Business Enterprise (“DBE”) program of the requirements of 49 CFR part 26. FIRM must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this Agreement. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by the Florida Department of Transportation (“FDOT”), is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, FDOT may impose sanctions as provided for under by 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Section 29 – TPO Responsibilities. TPO will promptly review the deliverables and other materials as submitted by FIRM and provide direction to FIRM as needed. TPO will provide to FIRM all necessary and available data, photos, and documents the TPO possesses that would be useful to FIRM in the completion of the required services. TPO shall designate one TPO staff member to act as TPO’s Project Manager.

Section 30 - Right to Withhold Payment. In the event that COUNTY and TPO in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY and/or TPO may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY and TPO reasonable satisfaction.

Section 31 - Use and Ownership of Documents. All electronic files, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of TPO. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by TPO or others. TPO shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 32 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY and TPO property, as well as FIRM's employees, agents, consultants, and others on COUNTY and TPO property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY and TPO is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fistcuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY and TPO property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY and TPO property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY TPO buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY and staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY and TPO has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY and TPO property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with TPO.

Section 33 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY and TPO pursuant to Florida law. Notwithstanding anything stated to the contrary in the

Agreement, any obligation of COUNTY and TPO to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 34 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 35 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY and TPO's representatives and addresses for notice purposes are:

FIRM: Alfred Benesch & Company
1000 N Ashley Drive, Suite 400, Tampa, FL 33602
CONTACT PERSON: William L. Ball | Phone: 813-224-8862

TPO: Ocala Marion Transportation Planning Organization (TPO)
c/o Marion County, a political subdivision of the State of Florida
2710 E Silver Springs Blvd, Ocala, FL 34470

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: bball@benesch.com and rcursesey@benesch.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 36 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 37 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B, and EXHIBIT C.**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Ocala Marion Transportation Planning Organization (TPO), on the date of the last signature below.

23Q-055 TPO General Planning Consultant EXHIBIT A – Scope of Work

1. SCOPE OF SERVICES

The FIRM may be required to provide professional transportation planning services, policy analysis, development of specific recommendations and products, transportation planning related data collection, and assistance to the TPO staff in the performance of all or some of the topic areas as identified in this RFQ. FIRM shall complete all work performed under this contract in accordance with policies and procedures of the TPO and all applicable State and Federal laws, policies, procedures, and guidelines. FIRM is advised that the TPO may seek State and/or Federal funding in connection with the projects associated with this solicitation. In that event, FIRM will be expected to comply with 2 CFR Part 200 and its Appendix, as well as various other Federal or State funding statutes. All work performed by the FIRM will be managed by the TPO Director or TPO staff designee. The TPO Director or TPO staff designee will define the scope of work for each task to be performed by the FIRM, as described in this RFQ and through the preparation of a Task Order for each task. For each Task Order, the Contractor Project Manager and the TPO Planning Director or TPO staff designee will discuss the requirements of the task as well as negotiate the hours required to complete the task. The FIRM may assist in preparing the Task Order. After negotiations, the TPO will issue the Task Order, which shall include product requirements, schedules, billing rates, number of hours, documentation requirements, and total allowable task costs. This will be issued, in writing, along with the Notice to Proceed in the form of a Letter of Authorization for the Task Order, to the FIRM's Project Manager prior to any work on the Task Order being initiated.

The FIRM may be requested to assist the TPO staff by providing planning services that include long and short-range transportation systems planning, public participation/outreach, document and graphics development, mapping, and data management. The following outlines the major services by topic area that a FIRM may be expected to perform to support the TPO's core required work and the most current major federal and state emphasis areas.

- Bicycle/pedestrian, trail planning
- Congestion management process updates
- Corridor/subarea planning
- Database development
- Economic impact assessment
- Equity-based planning
- Feasibility studies
- Federal and state transportation policy
- Freight/goods movement planning
- Geographic Information Systems (GIS) data and analysis
- Operational/travel demand modeling
- Planning for ACES (Automated, Connected, Electric, Shared-use) Vehicles and Emerging Technologies
- Project prioritization planning
- Public involvement/outreach
- Public surveys
- Safety planning/studies
- Traffic/circulation studies
- Transportation disadvantaged planning
- Transit planning

- Transportation resiliency planning
- Transportation System Management and Operations (TSMO) planning

2. RESPONSIBILITIES OF THE TPO

The TPO shall be responsible for the following activities: the day-to-day management of the contract, all coordination with the FIRM pertaining to the development and execution of all Task Orders of the Agreement; defining the specific work to be performed, and schedule for completion of such work; agreeing on the FIRM staff and availability (including substitutions from the available staffing list provided); reviewing FIRM's work and deliverables; and the processing of invoices for payment. The TPO shall provide, prior to the initiation of any work on any of the tasks defined in this RFQ, a specific Task Order for the task defining the work to be accomplished and the total reimbursement due to the FIRM.

3. RESPONSIBILITIES OF THE CONTRACTOR

FIRM shall provide an overall Project Manager, who will be the primary point of contact for the scope, schedule, work hours coordination, negotiation of task hours, and completion of all Task Orders. The FIRM may also assist the TPO Director or TPO staff designee in preparing Task Orders. The FIRM's Project Manager shall meet with the TPO Director or TPO staff designee on a regular basis and shall provide monthly progress reports as needed for the Task Order(s). The FIRM shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation and processing of task and invoices. The FIRM shall provide and maintain a list of staff and present them to the TPO for each Task Order.

The FIRM shall provide sufficient staff, either as the specific staff person requested or acceptable staff at defined levels of expertise as agreed by the TPO Director, in a timely manner to complete all assigned work within the Task Order schedule. If at any time, the TPO Director determines that the number or expertise of particular staff assigned to a specific task is inadequate, the TPO Director shall coordinate with the FIRM's Project Manager to remedy the situation so as to ensure the timely completion of the work.

The FIRM shall perform all analyses, develop recommendations, and document all work with the required time schedule as defined in the Task Orders. This also includes the evaluation and documentation of all public involvement activities associated with Task Orders. The FIRM will perform all tasks in accordance with all TPO practices and policies, FDOT guidelines and standards, specified DCA Rules, Florida Statutes, Federal Regulations, and all other applicable laws and policies.

Schedule

The FIRM agrees to begin work after the issuance of a Notice to Proceed by the TPO and upon receipt of the first Task Order. The Agreement will last through December 31, 2026, and may be extended in writing by the TPO, if necessary.

Key Personnel

The FIRMS' work shall be performed and directed by key personnel identified in the RFQ. Any changes in the indicated personnel shall be subject to review and approval by the TPO Director.

Subcontracting Services

Services assigned to Sub-Contractors must be approved in advance by the TPO in accordance with this Agreement. The Sub-Contractors must be qualified by FDOT to perform all work assigned to them. Additional Sub-Contractors with specialized areas of expertise may be required by the TPO or requested by the FIRM to complete specific Task Order assignments. The need for an additional Sub-Contractor(s) to be hired and given work assignment to be performed shall be requested by the TPO or the FIRM in writing and agreed to by the TPO in consultation with the Florida Department of Transportation (FDOT) prior to any work being performed by the Sub-Contractor.

Meetings

The FIRM must be available for meetings. The FIRM should be available with no more than one (1) weekday notice to attend meetings at the request of the TPO.

23Q-055 TPO General Planning Consultant
EXHIBIT B – Fee Schedule

Job Classification	Hourly Rate
Administrative/Clerical/Accounting	\$90
Technician	\$82
Senior Technician	\$112
CADD Technician	NO BID
Designer	NO BID
Senior Designer	\$123
Chief Designer	NO BID
Engineer	\$134
Engineering Intern	\$107
Project Engineer	\$168
Senior Engineer	\$239
Chief Engineer	\$250
Principal Engineer	NO BID
Planner	\$105
Planning Intern	\$69
Project Planner	\$130
Senior Planner	\$170
Chief Planner	\$250
Principal Planner	\$235
Project Manager	\$227
Senior Project Manager	\$287
GIS Specialist	\$110
Senior GIS Specialist	\$169
Landscape Architect	NO BID
Senior Landscape Architect	NO BID
Economist	NO BID
Senior Economist	NO BID
Specialist	NO BID
Senior Specialist	\$205

23Q-055 TPO General Planning Consultant
EXHIBIT C – FEDERAL COMPLIANCE

TITLE VI/NONDISCRIMINATION ASSURANCE

The Contractor herein assures the TPO and County that said Contractor is compliant with Title VI of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the Contractor or its applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the TPO and County that said Contractor shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as herein above delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible.

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. The current specifications for DBE certifications may be found at: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

(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 sub-contractors, 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 Sub-contractors, including Procurements of Materials and Equipment:** In All solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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).

DISCLOSURE OF LOBBYING

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Alfred Benesch & Company 1000 N. Ashley Dr., Ste. 400 Tampa, FL 33602		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>William L Ball</u> Print Name: <u>William L Ball, AICP</u> Title: <u>Senior Vice President, Florida Division Manager</u> Telephone No.: <u>813-825-1105</u> Date (mm/dd/yyyy): <u>05/01/2023</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

DEBARMENT FORM

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

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: Alfred Benesch & Company

By: William L Ball, AICP

Date: May 1, 2023

Title: Senior Vice President, Florida Division Manager

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

TRUTH IN NEGOTIATION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
 PROCUREMENT
 05/14

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

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

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

Alfred Benesch & Company

 Name of Consultant

By: William L Ball, AICP

May 1, 2023

Date

EQUAL OPPORTUNITY

As a sub-recipient of Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) funding, the TPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program. In accordance with 49 Code of Federal Regulations (CFR) Part 26 and the FDOT DBE Program Plan, DBE participation shall be achieved through race-neutral methods. Race neutral means that the TPO can likely achieve the overall DBE aspirational goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the TPO is committed to supporting the identification and use of DBEs and other small businesses, and encourages all reasonable efforts to do so. Furthermore, the TPO recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services delineated in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting:

<https://www.fdot.gov/equalopportunity/serviceproviders.shtm>

or calling 850-414-4750. The TPO has a DBE participation program policy document that reflects the FDOT DBE Plan and can be found at the TPO website: <https://ocalamariontpo.org/disadvantaged-business-enterprise-program-dbe/>

The FDOT DBE Plan can be found at: <https://www.fdot.gov/equalopportunity/dbe-plan>

<https://www.fdot.gov/equalopportunity/dbecertification.shtm>

Participation by DBE's: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subcontractor.

“The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c), the Contractor shall submit the bid opportunity list at the time of this contract execution and shall enter all future DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system.

The Contractor shall request access to the EOC system using Form No. 275-021-30.

For more information on the FDOT DBE program and how to become UCP-Certified, visit the FDOT's DBE website: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

DBE CERTIFICATIONS

 **PSG**

global5

Florida Unified Certification Program
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATE OF ELIGIBILITY
PRITCHETT STEINBECK GROUP INC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541320 Landscape Architectural Services
541370 Surveying and Mapping (except Geophysical) Services
541620 Environmental Consulting Services
541690 Other Scientific and Technical Consulting Services


Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation

State of Florida
Department of State


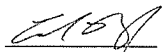
I certify from the records of this office that GLOBAL-5, INC. is a corporation organized under the laws of the State of Florida, filed on May 31, 1996, effective May 29, 1996.

The document number of this corporation is P96000046197.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 9, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2023



Secretary of State

Tracking Number: 7706191439CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Prompt Payment

(A) The Contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime consultant has disbursed to all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime Contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime Contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor and suppliers.

(B) The Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor or suppliers within such 30-day period.

(C) Each invoice on a contract with DBE participation will be required to be submitted on DOT standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

Federal Transit Administration (FTA) Clauses

As a sub-recipient of Federal Transit Administration (FTA) funding through FDOT, the TPO in coordination with Marion County Procurement has developed a procurement policy to be included with all applicable Professional Services/Architectural Engineering Services procurements and contracts. TPO procurements and contracts through Marion County shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve federal funds [(49.CFR 18.36 (c)(1)(2) and FTA C4220.1F, Chapter VI, Section 2.a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000).

The Consultant shall comply with the applicable federal clauses as referenced in the following pages.

Resolution
No. 22-9

POLICY OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION (TPO)
ACQUISITION OF PROFESSIONAL SERVICES

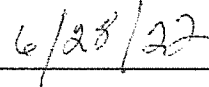
The Ocala/Marion County Transportation Planning Organization (TPO) is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County planning area.

This policy ensures the TPO follows the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) in the procurement of Professional Services. As a sub-recipient of FTA funding, the TPO has developed this policy to be applicable to all TPO Professional Services/Architectural Engineering Services procurements and contracts. This will ensure TPO procurements and contracts shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve Federal funds [49.CFR 18.36 (c)(1)(2) and FTA C4220. 1F, Chapter VI, Section 2a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000). Attachment 1 includes a summary of all applicable FTA clauses and mandatory language included with TPO Professional Services/Architectural Engineering Services procurements and contracts. This policy should be deemed to amend and become part of all future procurements and contracts, initiated by the TPO and communicated as to those needs with the Marion County Board of County Commissioners Procurement Services Department both at the time a solicitation begins and when the contract is written. The TPO will be responsible for clearly communicating these needs with the Marion County Board of County Commissioners Procurement Services Department.



Ire Bethea Sr., TPO Board Chair



Date



Robert Balmes, TPO Director



Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

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

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

thereto.

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

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

FEDERAL CHANGES

49 CFR Part 18

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

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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

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

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees

that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party Contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime Contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or

An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

Certified by another agency approved by the FDOT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65 % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.

An original DBE Affidavit (below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

Written notification to DBE's encouraging participation in the proposed Contract; and
Efforts made to identify specific portions of the work that might be performed by DBE's.
The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

The names, addresses, and telephone numbers of DBE's that were contacted;

A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Administrative Coordinator. The Administrative Coordinator will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the Agency's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for

any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

DBE utilization established for the Contract;

Total value of expenditures with DBE firms for the quarter;

The value of expenditures with each DBE firm for the quarter by race and gender;

Total value of expenditures with DBE firms from inception of the Contract; and

The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and Agency. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

AGENCY shall keep and maintain public records that ordinarily and necessarily would be required by the AGENCY in order to perform the service.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner:

 X The Contractor is committed to a minimum of **10.65 %** DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E or subsequent revisions

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 subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY requests which would cause AGENCY to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

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.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B) Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY 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, the AGENCY may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, 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)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY 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, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I) Executive Order 12549

Executive Order 12689 Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;

- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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

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

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Lobbying Restrictions

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

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

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

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

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, AGENCY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the AGENCY 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.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract,

and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 in which the AGENCY 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 the AGENCY 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements. The Contractor agrees:

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

PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F) 37 C.F.R. part 401

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA

or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

FLORIDA DEPARTMENT OF TRANSPORTATION
**UNIFIED PLANNING WORK PROGRAM (UPWP)
STATEMENTS AND ASSURANCES**

525-010-08
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05/18

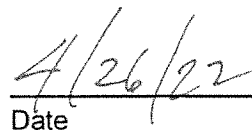
DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Ocala/Marion County TPO hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Ocala/Marion County TPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

FLORIDA DEPARTMENT OF TRANSPORTATION
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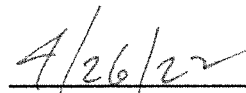
LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Ocala/Marion County TPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Ocala/Marion County TPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Ocala/Marion County TPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

FLORIDA DEPARTMENT OF TRANSPORTATION
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DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

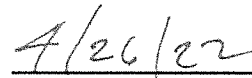
It is the policy of the Ocala/Marion County TPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Ocala/Marion County TPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Ocala/Marion County TPO, in a non-discriminatory environment.

The Ocala/Marion County TPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code



Name: Ire Bethea Sr.
Title: TPO Chair



Date

FLORIDA DEPARTMENT OF TRANSPORTATION
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TITLE VI/ NONDISCRIMINATION ASSURANCE

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


The Ocala/Marion County TPO further assures FDOT that it will undertake the following with respect to its programs and activities:

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

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



Name: Ire Bethea Sr.
Title: TPO Chair


Date

FLORIDA DEPARTMENT OF TRANSPORTATION
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APPENDICES A and E

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

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

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- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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)

Kimley-Horn and Associates

AGREEMENT BETWEEN OCALA MARION COUNTY TRANSPORTATION PLANNING
ORGANIZATION (TPO) AND PROFESSIONAL SERVICES FIRM

THIS AGREEMENT, made and entered into between the **Ocala Marion County Transportation Planning Organization**, a federally mandated agency responsible for the urban transportation planning process for the Ocala/Marion County planning area, acting by and through its Governing Board, and located at 601 SE 25th Ave., Ocala, FL 34471, hereinafter called “**TPO**” and **Kimley-Horn and Associates, Inc.**, a Professional Services Firm with a principal address at 421 Fayetteville Street, Suite 600, Raleigh, NC, 27601 and a local office located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471, possessing FEIN# 56-0885615, hereinafter referred to as “**FIRM**,” under seal for the TPO General Planning Consultant Project (hereinafter referred to as the “Project”), and TPO and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, TPO and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1-The Contract. The contract between TPO and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Transportation Planning Organization Board shall be effective on the last signature date set forth below.

Section 2 - The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders, and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-055 - TPO General Planning Consultant, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 - Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than TPO and FIRM.

Section 4 - Term. This Agreement shall commence upon the Ocala Marion County Transportation Planning Organization Board approval. This Agreement shall be in effect through December 31, 2026 (“Term”). Pending mutual agreement and approval by TPO, the Term may be renewed for two additional, one (1) year terms. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to TPO and COUNTY, including the reason for termination, or fails to perform work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 - Scope of Services. As per specifications and requirements of RFQ #23Q-055, FIRM shall provide complete General Planning Consultant Services for Task Orders as stated and described in the Solicitation and shall additionally adhere to the duties attached in Exhibit A- Scope of Work. The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Document or Purchase Order. Task Orders at any value shall commence upon issuance of a Purchase Order for that Work. TPO will make every effort to equitably distribute Task Orders in accordance with FS §287.055 (CCNA), however in the event of emergency of FIRM's specific and previous knowledge of a project, that Task Order may be directly assigned out of

rotation. Individual Task Orders to be included in FIRM's scope of work may be of varied size and complexity as required by TPO. Task Orders will require approval of the TPO Board. Task Orders will require a detailed scope of work and fee schedule breakdown and may require execution of a separate Amendment to the Agreement contract execution, or may be authorized to begin by purchase order only.

Section 6 – Compensation. TPO shall make payment of each assigned Task Order (the “Agreement Price”), to FIRM under established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and TPO, shall FIRM submit an invoice to TPO requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as TPO may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to TPO that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Subcontractor fees, when authorized, shall be limited to a 10% markup, and subcontractor rates for similar classifications may not exceed FIRM's own rates. Additional job classifications, when required, shall be at rates pre-negotiated and approved by TPO in writing prior to work commencing on any Task Order. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to TPO that, upon receipt from TPO of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B – Fee Schedule**.

Other than the fees and rates set forth in Exhibit B, FIRM shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance here under.

Section 7 – Assignment. FIRM may not transfer, assign, or subcontract all or any part of this Agreement without written approval by TPO.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. TPO shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and TPO and its elected officials and employees against and hold COUNTY and TPO and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY and TPO or its elected officials and employees may sustain, or which may be asserted against COUNTY and TPO or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY and TPO shall be notified if any policy limit has eroded to one-half of its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number, and show Marion County Board of County Commissioners as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by MCBCC’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY and TPO. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, TPO may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default, and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, TPO thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to TPO. In the event of termination of this Agreement for cause, TPO will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. TPO may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, TPO will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining TPO or other public entity obligations under this Agreement. TPO shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment, and supplies sold and delivered to COUNTY and TPO under this Agreement and until final inspection of the Work and acceptance thereof by TPO. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed, or COUNTY and TPO property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY and TPO, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY and TPO for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. TPO reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. TPO reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of TPO.

Section 19 – Employee Eligibility Verification. TPO hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY and TPO shall immediately terminate FIRM if COUNTY and TPO have a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY and TPO upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY and TPO has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY and/or TPO shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, TPO shall immediately terminate FIRM.
- g) If COUNTY and/or TPO terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY and/or TPO as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY and TPO or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY and TPO may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor TPO shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In

addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which TPO determine the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

- C. Termination, Any Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- CI. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to TPO that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to TPO that it will maintain all necessary licenses, permits, or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to TPO for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 – Compliance Responsibilities and Federal Contract Requirements. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, FIRM agrees to comply with all requirements for the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women’s business enterprises, and labor surplus area firms. FIRM is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of FIRM pursuant to the grant funding requirements. A copy of the requirements will be supplied to FIRM by the TPO upon request. Federal grant funding is anticipated to be used under this Agreement; Federal contract provisions have been included in **EXHIBIT C**, attached hereto and incorporated herein. FIRM will be required to adhere to any changes in Federal contract provisions during the course of this Agreement.

Section 28 – Compliance with Florida Department of Transportation Requirements. FIRM must not discriminate based on race, color, religion, national origin, age or sex in the award and performance of this Agreement or in the administration of its Disadvantaged Business Enterprise (“DBE”) program of the requirements of 49 CFR part 26. FIRM must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this Agreement. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by the Florida Department of Transportation (“FDOT”), is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, FDOT may impose sanctions as provided for under by 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Section 29 – TPO Responsibilities. TPO will promptly review the deliverables and other materials as submitted by FIRM and provide direction to FIRM as needed. TPO will provide to FIRM all necessary and available data, photos, and documents the TPO possesses that would be useful to FIRM in the completion of the required services. TPO shall designate one TPO staff member to act as TPO’s Project Manager.

Section 30 - Right to Withhold Payment. In the event that COUNTY and TPO in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY and/or TPO may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY and TPO reasonable satisfaction.

Section 31 - Use and Ownership of Documents. All electronic files, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of TPO. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by TPO or others. TPO shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 32 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY and TPO property, as well as FIRM's employees, agents, consultants, and others on COUNTY and TPO property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY and TPO is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY and TPO property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY and TPO property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY TPO buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY and staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY and TPO has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY and TPO property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with TPO.

Section 33 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY and TPO pursuant to Florida law. Notwithstanding anything stated to the contrary in the

Agreement, any obligation of COUNTY and TPO to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 34 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 35 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY and TPO’s representatives and addresses for notice purposes are:

FIRM: Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Amber Gartner | Phone: 352-438-3000

TPO: Ocala Marion Transportation Planning Organization (TPO)
c/o Marion County, a political subdivision of the State of Florida
2710 E Silver Springs Blvd, Ocala, FL 34470

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: amber.gartner@kimley-horn.com and william.roll@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 36 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 37 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B, and EXHIBIT C.**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Ocala Marion Transportation Planning Organization (TPO), on the date of the last signature below.

23Q-055 TPO General Planning Consultant EXHIBIT A – Scope of Work

1. SCOPE OF SERVICES

The FIRM may be required to provide professional transportation planning services, policy analysis, development of specific recommendations and products, transportation planning related data collection, and assistance to the TPO staff in the performance of all or some of the topic areas as identified in this RFQ. FIRM shall complete all work performed under this contract in accordance with policies and procedures of the TPO and all applicable State and Federal laws, policies, procedures, and guidelines. FIRM is advised that the TPO may seek State and/or Federal funding in connection with the projects associated with this solicitation. In that event, FIRM will be expected to comply with 2 CFR Part 200 and its Appendix, as well as various other Federal or State funding statutes. All work performed by the FIRM will be managed by the TPO Director or TPO staff designee. The TPO Director or TPO staff designee will define the scope of work for each task to be performed by the FIRM, as described in this RFQ and through the preparation of a Task Order for each task. For each Task Order, the Contractor Project Manager and the TPO Planning Director or TPO staff designee will discuss the requirements of the task as well as negotiate the hours required to complete the task. The FIRM may assist in preparing the Task Order. After negotiations, the TPO will issue the Task Order, which shall include product requirements, schedules, billing rates, number of hours, documentation requirements, and total allowable task costs. This will be issued, in writing, along with the Notice to Proceed in the form of a Letter of Authorization for the Task Order, to the FIRM's Project Manager prior to any work on the Task Order being initiated.

The FIRM may be requested to assist the TPO staff by providing planning services that include long and short-range transportation systems planning, public participation/outreach, document and graphics development, mapping, and data management. The following outlines the major services by topic area that a FIRM may be expected to perform to support the TPO's core required work and the most current major federal and state emphasis areas.

- Bicycle/pedestrian, trail planning
- Congestion management process updates
- Corridor/subarea planning
- Database development
- Economic impact assessment
- Equity-based planning
- Feasibility studies
- Federal and state transportation policy
- Freight/goods movement planning
- Geographic Information Systems (GIS) data and analysis
- Operational/travel demand modeling
- Planning for ACES (Automated, Connected, Electric, Shared-use) Vehicles and Emerging Technologies
- Project prioritization planning
- Public involvement/outreach
- Public surveys
- Safety planning/studies
- Traffic/circulation studies
- Transportation disadvantaged planning
- Transit planning

- Transportation resiliency planning
- Transportation System Management and Operations (TSMO) planning

2. RESPONSIBILITIES OF THE TPO

The TPO shall be responsible for the following activities: the day-to-day management of the contract, all coordination with the FIRM pertaining to the development and execution of all Task Orders of the Agreement; defining the specific work to be performed, and schedule for completion of such work; agreeing on the FIRM staff and availability (including substitutions from the available staffing list provided); reviewing FIRM's work and deliverables; and the processing of invoices for payment. The TPO shall provide, prior to the initiation of any work on any of the tasks defined in this RFQ, a specific Task Order for the task defining the work to be accomplished and the total reimbursement due to the FIRM.

3. RESPONSIBILITIES OF THE CONTRACTOR

FIRM shall provide an overall Project Manager, who will be the primary point of contact for the scope, schedule, work hours coordination, negotiation of task hours, and completion of all Task Orders. The FIRM may also assist the TPO Director or TPO staff designee in preparing Task Orders. The FIRM's Project Manager shall meet with the TPO Director or TPO staff designee on a regular basis and shall provide monthly progress reports as needed for the Task Order(s). The FIRM shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation and processing of task and invoices. The FIRM shall provide and maintain a list of staff and present them to the TPO for each Task Order.

The FIRM shall provide sufficient staff, either as the specific staff person requested or acceptable staff at defined levels of expertise as agreed by the TPO Director, in a timely manner to complete all assigned work within the Task Order schedule. If at any time, the TPO Director determines that the number or expertise of particular staff assigned to a specific task is inadequate, the TPO Director shall coordinate with the FIRM's Project Manager to remedy the situation so as to ensure the timely completion of the work.

The FIRM shall perform all analyses, develop recommendations, and document all work with the required time schedule as defined in the Task Orders. This also includes the evaluation and documentation of all public involvement activities associated with Task Orders. The FIRM will perform all tasks in accordance with all TPO practices and policies, FDOT guidelines and standards, specified DCA Rules, Florida Statutes, Federal Regulations, and all other applicable laws and policies.

Schedule

The FIRM agrees to begin work after the issuance of a Notice to Proceed by the TPO and upon receipt of the first Task Order. The Agreement will last through December 31, 2026, and may be extended in writing by the TPO, if necessary.

Key Personnel

The FIRMS' work shall be performed and directed by key personnel identified in the RFQ. Any changes in the indicated personnel shall be subject to review and approval by the TPO Director.

Subcontracting Services

Services assigned to Sub-Contractors must be approved in advance by the TPO in accordance with this Agreement. The Sub-Contractors must be qualified by FDOT to perform all work assigned to them. Additional Sub-Contractors with specialized areas of expertise may be required by the TPO or requested by the FIRM to complete specific Task Order assignments. The need for an additional Sub-Contractor(s) to be hired and given work assignment to be performed shall be requested by the TPO or the FIRM in writing and agreed to by the TPO in consultation with the Florida Department of Transportation (FDOT) prior to any work being performed by the Sub-Contractor.

Meetings

The FIRM must be available for meetings. The FIRM should be available with no more than one (1) weekday notice to attend meetings at the request of the TPO.

23Q-055 TPO General Planning Consultant
EXHIBIT B – Fee Schedule

Job Classification	Hourly Rate
Administrative/Clerical/Accounting	\$100
Technician	\$120
Senior Technician	\$145
CADD Technician	\$130
Designer	\$145
Senior Designer	\$160
Chief Designer	\$180
Engineer	\$130
Engineering Intern	\$120
Project Engineer	\$195
Senior Engineer	\$230
Chief Engineer	\$250
Principal Engineer	\$275
Planner	\$130
Planning Intern	\$120
Project Planner	\$195
Senior Planner	\$230
Chief Planner	\$250
Principal Planner	\$275
Project Manager	\$250
Senior Project Manager	\$280
GIS Specialist	\$165
Senior GIS Specialist	\$215
Landscape Architect	\$165
Senior Landscape Architect	\$240
Economist	\$195
Senior Economist	\$245
Specialist	\$150
Senior Specialist	\$205

23Q-055 TPO General Planning Consultant
EXHIBIT C – FEDERAL COMPLIANCE

TITLE VI/NONDISCRIMINATION ASSURANCE

The Contractor herein assures the TPO and County that said Contractor is compliant with Title VI of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the Contractor or its applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the TPO and County that said Contractor shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as herein above delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible.

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. The current specifications for DBE certifications may be found at: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

(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 sub-contractors, 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 Sub-contractors, including Procurements of Materials and Equipment:** In All solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Kimley-Horn and Associates, Inc.</u> <u>1700 SE 17th Street, Suite 200</u> <u>Ocala, FL 34471</u> Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Amber Gartner, P.E.</u> Title: <u>Vice President</u> Telephone No.: <u>352.438.3000</u> Date (mm/dd/yyyy): <u>05/05/2023</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: Kimley-Horn and Associates, Inc.

By:  Amber Gartner, P.E.

Date: May 5, 2023

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14


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

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

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

Kimley-Horn and Associates, Inc.

Name of Consultant

By: 
Amber Gartner, P.E., Vice President

May 5, 2023

Date

EQUAL OPPORTUNITY

As a sub-recipient of Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) funding, the TPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program. In accordance with 49 Code of Federal Regulations (CFR) Part 26 and the FDOT DBE Program Plan, DBE participation shall be achieved through race-neutral methods. Race neutral means that the TPO can likely achieve the overall DBE aspirational goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the TPO is committed to supporting the identification and use of DBEs and other small businesses, and encourages all reasonable efforts to do so. Furthermore, the TPO recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services delineated in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting:

<https://www.fdot.gov/equalopportunity/serviceproviders.shtm>

or calling 850-414-4750. The TPO has a DBE participation program policy document that reflects the FDOT DBE Plan and can be found at the TPO website: <https://ocalamariontpo.org/disadvantaged-business-enterprise-program-dbe/>

The FDOT DBE Plan can be found at: <https://www.fdot.gov/equalopportunity/dbe-plan>

<https://www.fdot.gov/equalopportunity/dbecertification.shtm>

Participation by DBE's: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subcontractor.

“The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c), the Contractor shall submit the bid opportunity list at the time of this contract execution and shall enter all future DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system.

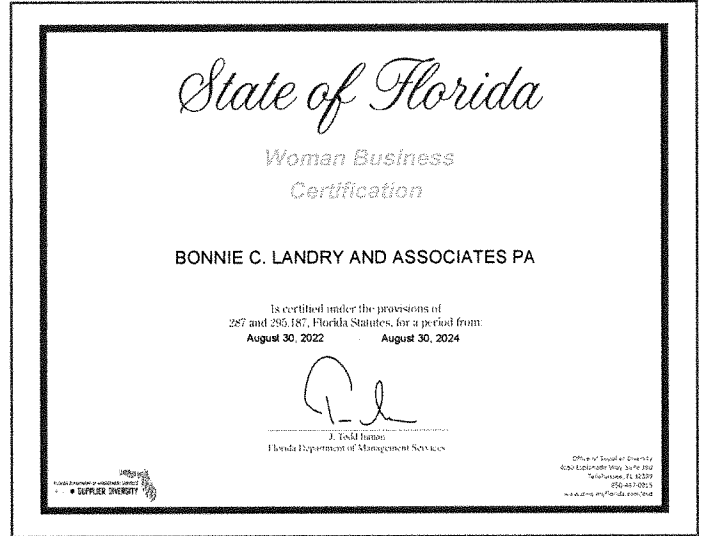
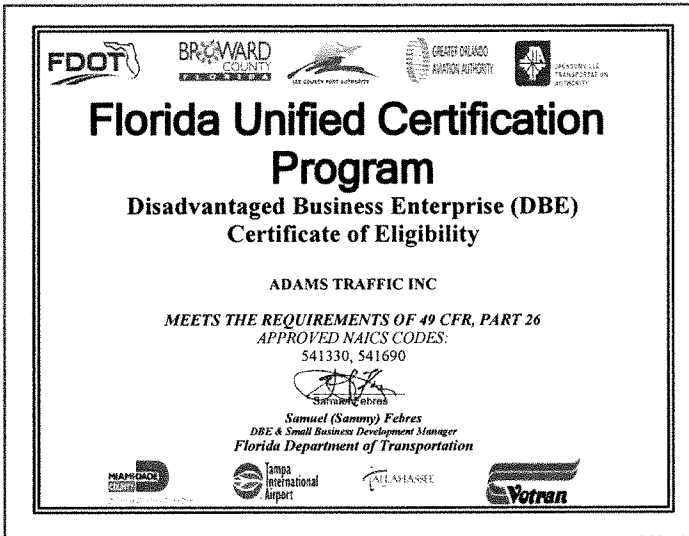
The Contractor shall request access to the EOC system using Form No. 275-021-30.

For more information on the FDOT DBE program and how to become UCP-Certified, visit the FDOT's DBE website: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

DBE Certifications

Kimley-Horn is not a certified Disadvantaged Business Enterprise (DBE), but we are committed to engaging the DBE goal whenever possible and it makes sense for a particular project. Kimley-Horn understands the aspirational DBE goal for this contract is 10.65%. In attempt to meet this aspirational goal, we have engaged subconsultant partners who are all DBE or WBE firms.

Kimley-Horn acknowledges the Bidders Opportunity List shall be submitted as noted in Addendum 2, Question 3, upon the contract's award.



Our commitment to partnering with disadvantaged firms to assist on projects is demonstrated by the fees allocated by Kimley-Horn to such firms.

In the past five years, Kimley-Horn has paid more than \$245 million dollars to these firms. Data for the past five years is the chart.

Kimley-Horn Payments to DBE Firms

Year	Amount Paid	Number of Firms
2022	\$71,128,667	716
2021	\$54,676,564	608
2020	\$54,558,474	553
2019	\$41,548,801	364
2018	\$23,531,726	165

Prompt Payment

(A) The Contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime consultant has disbursed to all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime Contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime Contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor and suppliers.

(B) The Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor or suppliers within such 30-day period.

(C) Each invoice on a contract with DBE participation will be required to be submitted on DOT standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

Federal Transit Administration (FTA) Clauses

As a sub-recipient of Federal Transit Administration (FTA) funding through FDOT, the TPO in coordination with Marion County Procurement has developed a procurement policy to be included with all applicable Professional Services/Architectural Engineering Services procurements and contracts. TPO procurements and contracts through Marion County shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve federal funds [(49.CFR 18.36 (c)(1)(2) and FTA C4220.1F, Chapter VI, Section 2.a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000).

The Consultant shall comply with the applicable federal clauses as referenced in the following pages.

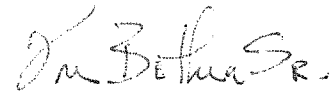
Resolution
No. 22-9

POLICY OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION (TPO)
ACQUISITION OF PROFESSIONAL SERVICES

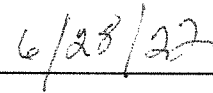
The Ocala/Marion County Transportation Planning Organization (TPO) is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County planning area.

This policy ensures the TPO follows the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) in the procurement of Professional Services. As a sub-recipient of FTA funding, the TPO has developed this policy to be applicable to all TPO Professional Services/Architectural Engineering Services procurements and contracts. This will ensure TPO procurements and contracts shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve Federal funds [49.CFR 18.36 (c)(1)(2) and FTA C4220. 1F, Chapter VI, Section 2a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000). Attachment 1 includes a summary of all applicable FTA clauses and mandatory language included with TPO Professional Services/Architectural Engineering Services procurements and contracts. This policy should be deemed to amend and become part of all future procurements and contracts, initiated by the TPO and communicated as to those needs with the Marion County Board of County Commissioners Procurement Services Department both at the time a solicitation begins and when the contract is written. The TPO will be responsible for clearly communicating these needs with the Marion County Board of County Commissioners Procurement Services Department.



Ire Bethea Sr., TPO Board Chair



Date



Robert Balmes, TPO Director



Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

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

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

thereto.

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

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

FEDERAL CHANGES

49 CFR Part 18

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

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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

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

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees

that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party Contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime Contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or

An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

Certified by another agency approved by the FDOT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65 % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.

An original DBE Affidavit (below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

Written notification to DBE's encouraging participation in the proposed Contract; and
Efforts made to identify specific portions of the work that might be performed by DBE's.
The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

The names, addresses, and telephone numbers of DBE's that were contacted;

A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Administrative Coordinator. The Administrative Coordinator will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the Agency's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for

any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

DBE utilization established for the Contract;

Total value of expenditures with DBE firms for the quarter;

The value of expenditures with each DBE firm for the quarter by race and gender;

Total value of expenditures with DBE firms from inception of the Contract; and

The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and Agency. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

AGENCY shall keep and maintain public records that ordinarily and necessarily would be required by the AGENCY in order to perform the service.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner:

 X The Contractor is committed to a minimum of **10.65 %** DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E or subsequent revisions

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 subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY requests which would cause AGENCY to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

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.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B) Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY 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, the AGENCY may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, 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)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY 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, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I) Executive Order 12549

Executive Order 12689 Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;

- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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

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

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Lobbying Restrictions

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

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

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

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

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, AGENCY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the AGENCY 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.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract,

and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 in which the AGENCY 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 the AGENCY 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements. The Contractor agrees:

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

PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F) 37 C.F.R. part 401

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA

or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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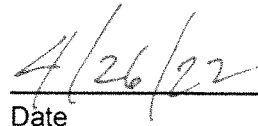
DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Ocala/Marion County TPO hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Ocala/Marion County TPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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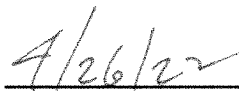
LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Ocala/Marion County TPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Ocala/Marion County TPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Ocala/Marion County TPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

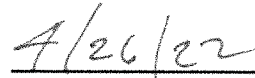
It is the policy of the Ocala/Marion County TPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Ocala/Marion County TPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Ocala/Marion County TPO, in a non-discriminatory environment.

The Ocala/Marion County TPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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TITLE VI/ NONDISCRIMINATION ASSURANCE

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

The Ocala/Marion County TPO further assures FDOT that it will undertake the following with respect to its programs and activities:

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

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



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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APPENDICES A and E

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

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

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- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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)

Kittelson and Associates

AGREEMENT BETWEEN OCALA MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) AND PROFESSIONAL SERVICES FIRM

THIS AGREEMENT, made and entered between the **Ocala Marion County Transportation Planning Organization**, a federally mandated agency responsible for the urban transportation planning process for the Ocala/Marion County planning area, acting by and through its Governing Board, and located at 601 SE 25th Ave., Ocala, FL 34471, hereinafter called "**TPO**" and **Kittelson & Associates, Inc.**, a Professional Services Firm with a principal address at 851 W 6th Ave., Portland, OR 97204 and a local office located at 225 E. Robinson St., Suite 355, Orlando, FL 32801, possessing FEIN# 93-0964447, hereinafter referred to as "**FIRM**", under seal for the TPO General Planning Consultant Project (hereinafter referred to as the "Project"), and TPO and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, TPO and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between TPO and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Transportation Planning Organization Board shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders, and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-055 - TPO General Planning Consultant, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than TPO and FIRM.

Section 4 - Term. This Agreement shall commence upon the Ocala Marion County Transportation Planning Organization Board approval. This Agreement shall be in effect through December 31, 2026 ("Term"). Pending mutual agreement and approval by TPO, the Term may be renewed for two additional, one (1) year terms. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to TPO and COUNTY, including the reason for termination, or fails to perform work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of RFQ #23Q-055, FIRM shall provide complete General Planning Consultant Services for Task Orders as stated and described in the Solicitation and shall additionally adhere to the duties attached in Exhibit A – Scope of Work. The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Document or Purchase Order. Task Orders at any value shall commence upon issuance of a Purchase Order for that Work. TPO will make every effort to equitably distribute Task Orders in accordance with FS §287.055 (CCNA), however in the event of emergency of FIRM's specific and previous knowledge of a project, that Task Order may be directly assigned out of rotation.

Individual Task Orders to be included in FIRM's scope of work may be of varied size and complexity as required by TPO. Task Orders will require approval of the TPO Board. Task Orders will require a detailed scope of work and fee schedule breakdown and may require execution of a separate Amendment to the Agreement contract execution, or may be authorized to begin by purchase order only.

Section 6 – Compensation. TPO shall make payment of each assigned Task Order (the “Agreement Price”), to FIRM under established procedure. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and TPO, shall FIRM submit an invoice to TPO requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as TPO may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to TPO that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Subcontractor fees, when authorized, shall be limited to a 10% markup, and subcontractor rates for similar classifications may not exceed FIRM's own rates. Additional job classifications, when required, shall be at rates pre-negotiated and approved by TPO in writing prior to work commencing on any Task Order. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to TPO that, upon receipt from TPO of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith. When applicable, the Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as **Exhibit B – Fee Schedule**.

Other than the fees and rates set forth in Exhibit B, FIRM shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance here under.

Section 7 – Assignment. FIRM may not transfer, assign, or subcontract all or any part of this Agreement without written approval by TPO.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. TPO shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and TPO and its elected officials and employees against and hold COUNTY and TPO and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY and TPO or its elected officials and employees may sustain, or which may be asserted against COUNTY and TPO or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY and TPO shall be notified if any policy limit has eroded to one-half of its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number, and show Marion County Board of County Commissioners as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by MCBCC’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY and TPO. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, TPO may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default, and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, TPO thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to TPO. In the event of termination of this Agreement for cause, TPO will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. TPO may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, TPO will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining TPO or other public entity obligations under this Agreement. TPO shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment, and supplies sold and delivered to COUNTY and TPO under this Agreement and until final inspection of the Work and acceptance thereof by TPO. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed, or COUNTY and TPO property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY and TPO, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY and TPO for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. TPO reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. TPO reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of TPO.

Section 19 – Employee Eligibility Verification. TPO hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY and TPO shall immediately terminate FIRM if COUNTY and TPO have a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY and TPO upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY and TPO has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY and/or TPO shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, TPO shall immediately terminate FIRM.
- g) If COUNTY and/or TPO terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY and/or TPO as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY and TPO or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY and TPO may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor TPO shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In

addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which TPO determine the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

- C. Termination, Any Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- CI. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to TPO that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to TPO that it will maintain all necessary licenses, permits, or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to TPO for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 – Compliance Responsibilities and Federal Contract Requirements. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, FIRM agrees to comply with all requirements for the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. FIRM is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of FIRM pursuant to the grant funding requirements. A copy of the requirements will be supplied to FIRM by the TPO upon request. Federal grant funding is anticipated to be used under this Agreement; Federal contract provisions have been included in **EXHIBIT C**, attached hereto and incorporated herein. FIRM will be required to adhere to any changes in Federal contract provisions during the course of this Agreement.

Section 28 – Compliance with Florida Department of Transportation Requirements. FIRM must not discriminate based on race, color, religion, national origin, age or sex in the award and performance of this Agreement or in the administration of its Disadvantaged Business Enterprise (“DBE”) program of the requirements of 49 CFR part 26. FIRM must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this Agreement. The recipient's DBE program, as required by 49 CFR part 26 and as approved by the Florida Department of Transportation (“FDOT”), is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, FDOT may impose sanctions as provided for under by 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Section 29 – TPO Responsibilities. TPO will promptly review the deliverables and other materials as submitted by FIRM and provide direction to FIRM as needed. TPO will provide to FIRM all necessary and available data, photos, and documents the TPO possesses that would be useful to FIRM in the completion of the required services. TPO shall designate one TPO staff member to act as TPO’s Project Manager.

Section 30 - Right to Withhold Payment. In the event that COUNTY and TPO in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY and/or TPO may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY and TPO reasonable satisfaction.

Section 31 - Use and Ownership of Documents. All electronic files, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of TPO. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by TPO or others. TPO shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 32 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY and TPO property, as well as FIRM's employees, agents, consultants, and others on COUNTY and TPO property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY and TPO is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY and TPO property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY and TPO property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY TPO buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY and staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY and TPO has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY and TPO property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with TPO.

Section 33 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY and TPO pursuant to Florida law. Notwithstanding anything stated to the contrary in the

Agreement, any obligation of COUNTY and TPO to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 34 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 35 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY and TPO's representatives and addresses for notice purposes are:

FIRM: Kittelson & Associates, Inc.
225 E Robinson St., Suite 355, Orlando, FL 32801
CONTACT PERSON: Adam Burghdoff | Phone: 407-540-0555

TPO: Ocala Marion Transportation Planning Organization (TPO)
c/o Marion County, a political subdivision of the State of
Florida 2710 E Silver Springs Blvd, Ocala, FL 34470

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: aburghdoff@kittelson.com and fsaraceno@kittelson.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 36 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 37 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B, and EXHIBIT C.**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Ocala Marion Transportation Planning Organization (TPO), on the date of the last signature below.

**OCALA MARION TRANSPORTATION
PLANNING ORGANIZATION, through its
GOVERNING BOARD**

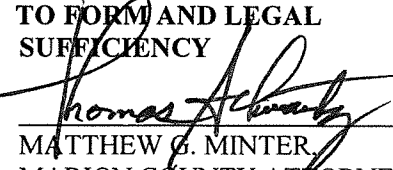
ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

CRAIG CURRY DATE
CHAIRMAN

**FOR USE AND RELIANCE OF OCALA
MARION TPO ONLY, APPROVED AS
TO FORM AND LEGAL
SUFFICIENCY**

APPROVED:
23Q-055 | TPO General Planning Consultant

For:  11/09/23

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

*** WITNESS:**

KITTELSON & ASSOCIATES, INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

23Q-055 TPO General Planning Consultant EXHIBIT A – Scope of Work

1. SCOPE OF SERVICES

The FIRM may be required to provide professional transportation planning services, policy analysis, development of specific recommendations and products, transportation planning related data collection, and assistance to the TPO staff in the performance of all or some of the topic areas as identified in this RFQ. FIRM shall complete all work performed under this contract in accordance with policies and procedures of the TPO and all applicable State and Federal laws, policies, procedures, and guidelines. FIRM is advised that the TPO may seek State and/or Federal funding in connection with the projects associated with this solicitation. In that event, FIRM will be expected to comply with 2 CFR Part 200 and its Appendix, as well as various other Federal or State funding statutes. All work performed by the FIRM will be managed by the TPO Director or TPO staff designee. The TPO Director or TPO staff designee will define the scope of work for each task to be performed by the FIRM, as described in this RFQ and through the preparation of a Task Order for each task. For each Task Order, the Contractor Project Manager and the TPO Planning Director or TPO staff designee will discuss the requirements of the task as well as negotiate the hours required to complete the task. The FIRM may assist in preparing the Task Order. After negotiations, the TPO will issue the Task Order, which shall include product requirements, schedules, billing rates, number of hours, documentation requirements, and total allowable task costs. This will be issued, in writing, along with the Notice to Proceed in the form of a Letter of Authorization for the Task Order, to the FIRM's Project Manager prior to any work on the Task Order being initiated.

The FIRM may be requested to assist the TPO staff by providing planning services that include long and short-range transportation systems planning, public participation/outreach, document and graphics development, mapping, and data management. The following outlines the major services by topic area that a FIRM may be expected to perform to support the TPO's core required work and the most current major federal and state emphasis areas.

- Bicycle/pedestrian, trail planning
- Congestion management process updates
- Corridor/subarea planning
- Database development
- Economic impact assessment
- Equity-based planning
- Feasibility studies
- Federal and state transportation policy
- Freight/goods movement planning
- Geographic Information Systems (GIS) data and analysis
- Operational/travel demand modeling
- Planning for ACES (Automated, Connected, Electric, Shared-use) Vehicles and Emerging Technologies
- Project prioritization planning
- Public involvement/outreach
- Public surveys
- Safety planning/studies
- Traffic/circulation studies
- Transportation disadvantaged planning
- Transit planning

- Transportation resiliency planning
- Transportation System Management and Operations (TSMO) planning

2. RESPONSIBILITIES OF THE TPO

The TPO shall be responsible for the following activities: the day-to-day management of the contract, all coordination with the FIRM pertaining to the development and execution of all Task Orders of the Agreement; defining the specific work to be performed, and schedule for completion of such work; agreeing on the FIRM staff and availability (including substitutions from the available staffing list provided); reviewing FIRM's work and deliverables; and the processing of invoices for payment. The TPO shall provide, prior to the initiation of any work on any of the tasks defined in this RFQ, a specific Task Order for the task defining the work to be accomplished and the total reimbursement due to the FIRM.

3. RESPONSIBILITIES OF THE CONTRACTOR

FIRM shall provide an overall Project Manager, who will be the primary point of contact for the scope, schedule, work hours coordination, negotiation of task hours, and completion of all Task Orders. The FIRM may also assist the TPO Director or TPO staff designee in preparing Task Orders. The FIRM's Project Manager shall meet with the TPO Director or TPO staff designee on a regular basis and shall provide monthly progress reports as needed for the Task Order(s). The FIRM shall provide a detailed hourly breakdown by task for all progress/billing reports for the evaluation and processing of task and invoices. The FIRM shall provide and maintain a list of staff and present them to the TPO for each Task Order.

The FIRM shall provide sufficient staff, either as the specific staff person requested or acceptable staff at defined levels of expertise as agreed by the TPO Director, in a timely manner to complete all assigned work within the Task Order schedule. If at any time, the TPO Director determines that the number or expertise of particular staff assigned to a specific task is inadequate, the TPO Director shall coordinate with the FIRM's Project Manager to remedy the situation so as to ensure the timely completion of the work.

The FIRM shall perform all analyses, develop recommendations, and document all work with the required time schedule as defined in the Task Orders. This also includes the evaluation and documentation of all public involvement activities associated with Task Orders. The FIRM will perform all tasks in accordance with all TPO practices and policies, FDOT guidelines and standards, specified DCA Rules, Florida Statutes, Federal Regulations, and all other applicable laws and policies.

Schedule

The FIRM agrees to begin work after the issuance of a Notice to Proceed by the TPO and upon receipt of the first Task Order. The Agreement will last through December 31, 2026, and may be extended in writing by the TPO, if necessary.

Key Personnel

The FIRMS' work shall be performed and directed by key personnel identified in the RFQ. Any changes in the indicated personnel shall be subject to review and approval by the TPO Director.

Subcontracting Services

Services assigned to Sub-Contractors must be approved in advance by the TPO in accordance with this Agreement. The Sub-Contractors must be qualified by FDOT to perform all work assigned to them. Additional Sub-Contractors with specialized areas of expertise may be required by the TPO or requested by the FIRM to complete specific Task Order assignments. The need for an additional Sub-Contractor(s) to be hired and given work assignment to be performed shall be requested by the TPO or the FIRM in writing and agreed to by the TPO in consultation with the Florida Department of Transportation (FDOT) prior to any work being performed by the Sub-Contractor.

Meetings

The FIRM must be available for meetings. The FIRM should be available with no more than one (1) weekday notice to attend meetings at the request of the TPO.

23Q-055 TPO General Planning Consultant
EXHIBIT B – Fee Schedule

Job Classification	Hourly Rate
Administrative/Clerical/Accounting	\$100
Technician	\$150
Senior Technician	\$175
CADD Technician	\$121
Designer	\$118
Senior Designer	\$172
Chief Designer	\$175
Engineer	\$192
Engineering Intern	\$152
Project Engineer	\$221
Senior Engineer	\$256
Chief Engineer	\$290
Principal Engineer	\$310
Planner	\$140
Planning Intern	\$125
Project Planner	\$220
Senior Planner	\$234
Chief Planner	\$260
Principal Planner	\$260
Project Manager	\$265
Senior Project Manager	\$325
GIS Specialist	\$149
Senior GIS Specialist	\$190
Landscape Architect	\$215
Senior Landscape Architect	\$261
Economist	\$325
Senior Economist	\$345
Specialist	NO BID
Senior Specialist	NO BID

23Q-055 TPO General Planning Consultant
EXHIBIT C – FEDERAL COMPLIANCE

TITLE VI/NONDISCRIMINATION ASSURANCE

The Contractor herein assures the TPO and County that said Contractor is compliant with Title VI of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the Contractor or its applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the TPO and County that said Contractor shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as herein above delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible.

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. The current specifications for DBE certifications may be found at: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

(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 sub-contractors, 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 Sub-contractors, including Procurements of Materials and Equipment:** In All solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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).

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Kittelson & Associates, Inc. 225 E Robinson St, Ste 355 Orlando, FL 32801		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____
6. Federal Department/Agency: _____ _____		7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	DocuSigned by:  Signature: _____ Print Name: Adam Burghdoff, PE Title: Florida Business Development Lead Telephone No.: 407-373-1116 Date (mm/dd/yyyy): 4/28/2023	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

375-030-32
 PROCUREMENT
 11/15

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

Name of Consultant/Contractor: Kittelson & Associates, Inc.

By: ^{DocuSigned by:} Adam Burghoff
 Date: 7/28/2023
 Title: ^{4B07D7BEA9FA49A} Florida Business Development Lead

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Kittelson & Associates, Inc.

Name of Consultant

By: Adam Burghdoff, PE DocuSigned by:
Adam Burghdoff
4B07D7BEA9FA49A... 4/28/2023

Date



Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

PRITCHETT STEINBECK GROUP INC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:
541320 Landscape Architectural Services
541370 Surveying and Mapping (except Geophysical) Services
541620 Environmental Consulting Services
541690 Other Scientific and Technical Consulting Services


 Samuel Febres
Samuel Febres (Sammy)
 DBE & Small Business Development Manager
 Florida Department of Transportation






EQUAL OPPORTUNITY

As a sub-recipient of Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) funding, the TPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program. In accordance with 49 Code of Federal Regulations (CFR) Part 26 and the FDOT DBE Program Plan, DBE participation shall be achieved through race-neutral methods. Race neutral means that the TPO can likely achieve the overall DBE aspirational goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the TPO is committed to supporting the identification and use of DBEs and other small businesses, and encourages all reasonable efforts to do so. Furthermore, the TPO recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services delineated in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting:

<https://www.fdot.gov/equalopportunity/serviceproviders.shtm>

or calling 850-414-4750. The TPO has a DBE participation program policy document that reflects the FDOT DBE Plan and can be found at the TPO website: <https://ocalamariontpo.org/disadvantaged-business-enterprise-program-dbe/>

The FDOT DBE Plan can be found at: <https://www.fdot.gov/equalopportunity/dbe-plan>

<https://www.fdot.gov/equalopportunity/dbecertification.shtm>

Participation by DBE's: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subcontractor.

“The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

Pursuant to 49 CFR 26.11(c), the Contractor shall submit the bid opportunity list at the time of this contract execution and shall enter all future DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system.

The Contractor shall request access to the EOC system using Form No. 275-021-30.

For more information on the FDOT DBE program and how to become UCP-Certified, visit the FDOT's DBE website: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

Prompt Payment

(A) The Contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime consultant has disbursed to all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime Contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime Contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor and suppliers.

(B) The Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor or suppliers within such 30-day period.

(C) Each invoice on a contract with DBE participation will be required to be submitted on DOT standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

Client#: 763494

KITTEASAC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services NW PR, 601 Union Street, Suite 1000, Seattle, WA 98101. CONTACT NAME: Please See Below. PHONE (A/C, No, Ext): 206 441-6300. FAX (A/C, No): 610-362-8530. E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company (NAIC # 22292), INSURER B: Hanover American Insurance Company (36064), INSURER C: XL Specialty Insurance Company (37885), INSURER D: Allmerica Financial Benefit Ins. Co. (41840), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (Policy # ZH2D78128004), D AUTOMOBILE LIABILITY (Policy # AW2D78128705), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Policy # WM2D78128904), C Professional Liability Incl. Pollution (Policy # DPR5006540).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please Note: The limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.
Proof of Insurance.

CERTIFICATE HOLDER CANCELLATION

FOR INFORMATION PURPOSES ONLY. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Juan A. Ryan

Federal Transit Administration (FTA) Clauses

As a sub-recipient of Federal Transit Administration (FTA) funding through FDOT, the TPO in coordination with Marion County Procurement has developed a procurement policy to be included with all applicable Professional Services/Architectural Engineering Services procurements and contracts. TPO procurements and contracts through Marion County shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve federal funds [(49.CFR 18.36 (c)(1)(2) and FTA C4220.1F, Chapter VI, Section 2.a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000).

The Consultant shall comply with the applicable federal clauses as referenced in the following pages.

Resolution
No. 22-9

POLICY OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION (TPO)
ACQUISITION OF PROFESSIONAL SERVICES

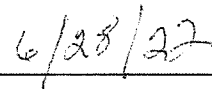
The Ocala/Marion County Transportation Planning Organization (TPO) is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County planning area.

This policy ensures the TPO follows the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) in the procurement of Professional Services. As a sub-recipient of FTA funding, the TPO has developed this policy to be applicable to all TPO Professional Services/Architectural Engineering Services procurements and contracts. This will ensure TPO procurements and contracts shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve Federal funds [49.CFR 18.36 (c)(1)(2) and FTA C4220. 1F, Chapter VI, Section 2a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000). Attachment 1 includes a summary of all applicable FTA clauses and mandatory language included with TPO Professional Services/Architectural Engineering Services procurements and contracts. This policy should be deemed to amend and become part of all future procurements and contracts, initiated by the TPO and communicated as to those needs with the Marion County Board of County Commissioners Procurement Services Department both at the time a solicitation begins and when the contract is written. The TPO will be responsible for clearly communicating these needs with the Marion County Board of County Commissioners Procurement Services Department.



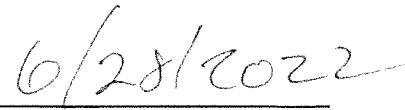
Ire Bethea Sr., TPO Board Chair



Date



Robert Balmes, TPO Director



Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

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

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

thereto.

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

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

FEDERAL CHANGES

49 CFR Part 18

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

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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

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

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees

that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party Contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime Contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE’s who are:
Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or

An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval;
or

Certified by another agency approved by the FDOT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65 % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:
A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

A list of those qualified DBE’s with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.

An original DBE Affidavit (below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror’s documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror’s good faith efforts include, but are not limited to, the following:

Documented communication with the AGENCY’s DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

Written notification to DBE's encouraging participation in the proposed Contract; and
Efforts made to identify specific portions of the work that might be performed by DBE's.
The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

The names, addresses, and telephone numbers of DBE's that were contacted;

A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Administrative Coordinator. The Administrative Coordinator will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the Agency's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for

any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor’s DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and Agency. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

AGENCY shall keep and maintain public records that ordinarily and necessarily would be required by the AGENCY in order to perform the service.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner:

 X The Contractor is committed to a minimum of **10.65 %** DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E or subsequent revisions

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 subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY requests which would cause AGENCY to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

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.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B) Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY 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, the AGENCY may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, 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)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY 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, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I) Executive Order 12549

Executive Order 12689 Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;

- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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

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

LOBBYING RESTRICTIONS

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

Lobbying Restrictions

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

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

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

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

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326
 2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, AGENCY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the AGENCY 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.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract,

and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 in which the AGENCY 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 the AGENCY 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements. The Contractor agrees:

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

PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F) 37 C.F.R. part 401

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA

or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

DEBARMENT and SUSPENSION CERTIFICATION

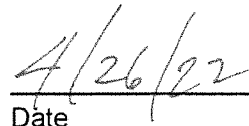
As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Ocala/Marion County TPO hereby certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

- (2) The Ocala/Marion County TPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.



Name: Ire Bethea Sr.
Title: TPO Chair




Date

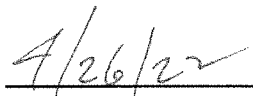
LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Ocala/Marion County TPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Ocala/Marion County TPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Ocala/Marion County TPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

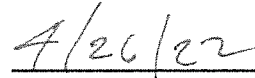
It is the policy of the Ocala/Marion County TPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Ocala/Marion County TPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Ocala/Marion County TPO, in a non-discriminatory environment.

The Ocala/Marion County TPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code



Name: Ire Bethea Sr.
Title: TPO Chair



Date

TITLE VI/ NONDISCRIMINATION ASSURANCE

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

The Ocala/Marion County TPO further assures FDOT that it will undertake the following with respect to its programs and activities:

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

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



Name: Ire Bethea Sr.

Title: TPO Chair



Date

APPENDICES A and E

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

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

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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)



TO: Board Members

FROM: Rob Balmes, Director

RE: 2050 Long Range Transportation Plan (LRTP) Consultant Contract Approval

Summary

Since April 2023, the TPO has been receiving services from the Marion County Procurement Services Department regarding a Request for Qualifications (RFQ) process to hire a consultant team to help develop and complete the 2050 Long Range Transportation Plan (LRTP). The TPO Board is required to adopt the 2050 LRTP by November 24, 2025.

At the June 27 meeting, the Board approved the LRTP RFQ, including a scope of services and proposed budget. At the September 26 meeting, the Board approved the Selection Committee’s recommendation, based on a consultant solicitation process, to contract with Kimley-Horn and Associates. The TPO and Procurement Services proceeded to negotiate with Kimley-Horn and Associates the completion of a final scope of services and corresponding fee sheet tied to the approved project budget. A contract was also developed by Procurement Services and included a review by the Marion County Attorney’s Office. Additionally, the Florida Department of Transportation (FDOT) District Five conducted a review of the contract and procurement process.

Attached to this memo is the proposed contract and fee sheet, which includes the entire LRTP project timeframe through December 31, 2025.

Attachment(s)

- 2050 Long Range Transportation Plan (LRTP) Contract

Action Requested

Staff requests Board approval of the 2050 LRTP contract.

If you have any questions or concerns about the contract, please contact me at: 438-2631.

A transportation system that supports growth, mobility, and safety through leadership and planning
Marion County • City of Belleview • City of Dunnellon • City of Ocala

AGREEMENT BETWEEN OCALA MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) AND PROFESSIONAL SERVICES FIRM

THIS AGREEMENT, made and entered into between the Ocala Marion County Transportation Planning Organization, a federally mandated agency responsible for the urban transportation planning process for the Ocala/Marion County planning area, acting by and through its Governing Board, and located at 601 SE 25th Ave., Ocala, FL 34471, hereinafter called "TPO" and Kimley-Horn and Associates, Inc., a Professional Services Firm with a principal address at 421 Fayetteville Street, Suite 600, Raleigh, NC, 27601 and a local office located at 1700 SE 17th Street, Suite 200, Ocala, FL 34471, possessing FEIN #56-0885615, hereinafter referred to as "FIRM", under seal for the TPO 2050 Long Range Transportation Plan (LRTP) Project (hereinafter referred to as the "Project"), and TPO and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, TPO and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between TPO and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Transportation Planning Organization Board shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders, and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23Q-141 - TPO 2050 Long Range Transportation Plan (LRTP), the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than TPO and FIRM.

Section 4 - Term. This Agreement shall commence upon the Ocala Marion County Transportation Planning Organization Board approval. This Agreement shall be in effect through December 31, 2025 ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to TPO and COUNTY, including the reason for termination, or fails to perform work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of RFQ #23Q-141, FIRM shall provide complete Long Range Transportation Plan Services as stated and described in the Solicitation and shall additionally adhere to the duties attached in Exhibit A – Scope of Work. The Work shall particularly comply with the original RFQ that is part of the Contract Document or Purchase Order.

Section 6 – Compensation. TPO shall make payment of Four Hundred and Thirty Five Thousand Dollars with Zero Cents, (\$435,000.00), (the “Agreement Price”), to FIRM under established procedure and according to the schedule set forth in **Exhibit B – Fee Schedule**. There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and TPO, shall FIRM submit an invoice to TPO requesting payment for services properly rendered due hereunder, if provided in the Contract Documents. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to TPO that the services indicated in the invoice have been properly and timely performed as required herein, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to TPO that, upon receipt from TPO of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Other than the fees and rates set forth in **Exhibit B - Fee Schedule**, FIRM shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance here under.

Section 7 – Assignment. FIRM may not transfer, assign, or subcontract all or any part of this Agreement without written approval by TPO.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. TPO shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
 - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
 - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and TPO and its elected officials and employees against and hold COUNTY and TPO and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, which COUNTY and TPO or its elected officials and employees may sustain, or which may be asserted against COUNTY and TPO or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY and TPO shall be notified if any policy limit has eroded to one-half of its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number, and show Marion County Board of County Commissioners as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by MCBCC’s Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY and TPO. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, TPO may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default, and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, TPO thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to TPO. In the event of termination of this Agreement for cause, TPO will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. TPO may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, TPO will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining TPO or other public entity obligations under this Agreement. TPO shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment, and supplies sold and delivered to COUNTY and TPO under this Agreement and until final inspection of the Work and acceptance thereof by TPO. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed, or COUNTY and TPO property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY and TPO, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY and TPO for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. TPO reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. TPO reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of TPO.

Section 19 – Employee Eligibility Verification. TPO hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY and TPO shall immediately terminate FIRM if COUNTY and TPO have a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY and TPO upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY and TPO has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY and/or TPO shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, TPO shall immediately terminate FIRM.
- g) If COUNTY and/or TPO terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY and/or TPO as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY and TPO or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY and TPO may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor TPO shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In

addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which TPO determine the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

- C. Termination, Any Amount. COUNTY and TPO may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- CI. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to TPO that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to TPO that it will maintain all necessary licenses, permits, or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to TPO for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 – Compliance Responsibilities and Federal Contract Requirements. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, FIRM agrees to comply with all requirements for the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women’s business enterprises, and labor surplus area firms. FIRM is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of FIRM pursuant to the grant funding requirements. A copy of the requirements will be supplied to FIRM by the TPO upon request. Federal grant funding is anticipated to be used under this Agreement; Federal contract provisions have been included in **EXHIBIT C**, attached hereto and incorporated herein. FIRM will be required to adhere to any changes in Federal contract provisions during the course of this Agreement.

Section 28 – Compliance with Florida Department of Transportation Requirements. FIRM must not discriminate based on race, color, religion, national origin, age or sex in the award and performance of this Agreement or in the administration of its Disadvantaged Business Enterprise (“DBE”) program of the requirements of 49 CFR part 26. FIRM must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of this Agreement. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by the Florida Department of Transportation (“FDOT”), is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms must be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, FDOT may impose sanctions as provided for under by 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Section 29 – TPO Responsibilities. TPO will promptly review the deliverables and other materials as submitted by FIRM and provide direction to FIRM as needed. TPO will provide to FIRM all necessary and available data, photos, and documents the TPO possesses that would be useful to FIRM in the completion of the required services. TPO shall designate one TPO staff member to act as TPO’s Project Manager.

Section 30 - Right to Withhold Payment. In the event that COUNTY and TPO in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY and/or TPO may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY and TPO reasonable satisfaction.

Section 31 - Use and Ownership of Documents. All electronic files, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of TPO. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by TPO or others. TPO shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 32 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY and TPO property, as well as FIRM's employees, agents, consultants, and others on COUNTY and TPO property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY and TPO is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY and TPO property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY and TPO property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY TPO buildings.
- **Fraternalization:** FIRM and its employees may not fraternize or socialize with COUNTY and staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY and TPO has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY and TPO property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with TPO.

Section 33 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY and TPO pursuant to Florida law. Notwithstanding anything stated to the contrary in the

Agreement, any obligation of COUNTY and TPO to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 34 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 35 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY and TPO's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
CONTACT PERSON: Amber Gartner | Phone: 352-438-3000

TPO: Ocala Marion Transportation Planning Organization (TPO)
c/o Marion County, a political subdivision of the State of Florida
2710 E Silver Springs Blvd, Ocala, FL 34470

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: amber.gartner@kimley-horn.com and william.roll@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

Section 36 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 37 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A, EXHIBIT B, and EXHIBIT C.**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Ocala/Marion County Transportation Planning Organization (TPO), on the date of the last signature below.

**OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO)
2050 LONG RANGE TRANSPORTATION PLAN (LRTP)
EXHIBIT A - SCOPE OF WORK**

ABOUT THE TPO

Established in 1981, the Ocala/Marion County Transportation Planning Organization (TPO) is a federally mandated agency responsible for allocating state and federal funds to roadway, freight, transit, bicycle and pedestrian and aviation projects within Marion County. The TPO serves the cities of Belleview, Dunnellon, Ocala and Marion County, and works to ensure improvements to the transportation system reflect the needs of both stakeholders and the public.

The TPO is governed by a 12-member Board of locally elected officials. The expertise of the staff and leadership of the TPO Board are supplemented by the Technical Advisory Committee (TAC), Citizens Advisory Committee (CAC) and the Transportation Disadvantaged Local Coordinating Board (TDLCB). Collectively, these boards and committees provide guidance and policymaking decisions for the organization. The work of the TPO is guided by federal and state legislation, including U.S. Code Title 23 and 49 and Florida Statute 339 and 427.

The Ocala Marion TPO's MISSION STATEMENT is to plan for a future transportation system that is safe and accessible for the residents and visitors of our community.

The Ocala Marion TPO's VISION STATEMENT is a transportation system that supports growth, mobility, and safety through leadership and planning.

2050 LRTP SCOPE OVERVIEW

The TPO will work with a Consultant to prepare the 2050 Long Range Transportation Plan (LRTP) in accordance with 23 Code of Federal Regulations (CFR) Part 450 and 49 CFR Part 613; the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58; and the requirements outlined in section 339.175 of the Florida Statutes. The 2050 LRTP must be adopted by the TPO Board on October 28, 2025. All final work will be completed by the TPO and Consultant no later than December 31, 2025 to ensure the supporting federally required documentation is transmitted to the Florida Department of Transportation (FDOT).

This Scope of Services outlines the tasks that will be issued whole or in part by the TPO to the Consultant. When contract negotiations take place, tasks may be modified at the discretion of the TPO. The end result will be a final negotiated Scope and Budget presented to the TPO Board for final approval. The TPO retains all rights and ownership to the data, reports, presentations, maps, video and documents delivered by the Consultant pertaining to the tasks in this Scope of Services.

This update to the LRTP will reflect the horizon year of 2050. The 2045 LRTP will be used as a foundation to build upon the 2050 LRTP. The Consultant will be required to integrate the new funding and planning requirements of the IIJA, which includes the major emphasis areas of safety, equity, resilience, carbon reduction, housing, technology and emerging mobility. The Consultant will address the ten (10) Federal Planning Factors and apply a Performance-based planning process. Also, the Consultant will integrate the additional state (Florida Department of Transportation) and federal (U.S. Department of Transportation)

major emphasis areas as published in December 2021. These emphasis areas are outlined in the TPO's Fiscal Years 2022/2023 to 2023/2024 Unified Planning Work Program (UPWP) budgetary document.

Due to the projected growth and development of Ocala/Marion County, the TPO is also seeking to integrate Scenario Planning in the 2050 LRTP. Scenario Planning will be used as a tool to consider plausible build-out alternatives and their potential future impacts to the transportation system of the TPO Planning Area, which includes the entirety of Marion County. Further information is outlined in Task 11.

A comprehensive and inclusive public participation process will be essential to the 2050 LRTP. This process will include development of a LRTP Public Participation Plan. Further information is outlined in Task 3.

2050 LRTP PROJECT TASKS

The TPO and Consultant will be responsible for completing and/or supporting the following task activities. Each task is organized by work area and includes a summary of responsibilities and deliverables.

TASK 1: PROJECT MANAGEMENT

The TPO Project Manager (TPM) will lead this task with a Consultant Project Manager (CPM). The CPM will be the primary point of contact to the TPM and responsible for the overall project management of the Consultant and Sub-Consultant team members. The CPM will be responsible for ensuring the following activities are completed, in close coordination with the TPM:

Consultant Responsibilities

- Development of a detailed project schedule (milestones and anticipated meetings), and public-friendly schedule. The project schedule will guide the entire plan development process. All work identified in the schedule must be completed on time. Any changes to the schedule will require coordination with the TPM.
- Management of tasks, budget, deliverables and invoices. All work performed by the Consultant must be on-time and on-budget unless otherwise agreed to by the TPM and CPM.
- Management, coordination and delivery of presentations at meetings, open houses and hearings.
- Coordination between the CPM and TPM to maintain the project schedule, deliverables and participation in regularly scheduled project status meetings.
- Submission of draft and final deliverables based on specific deadlines outlined in the project schedule.
- Designation of a Quality Assurance and Quality Control (QA/QC) Task Manager to oversee the review of all draft and final project deliverables.

Consultant Deliverables

- 2050 LRTP Project Schedules
- Monthly invoices for work performed through the end of each month
- Monthly Progress Report (included with monthly invoice)
- Monthly virtual project coordination meetings between the CPM and TPM
- In-person attendance at public meetings, TPO Board, Committee and LRTP Steering Committee meetings as provided for in the scope of services
- Delivery of presentations and associated electronic files
- Delivery of meeting files

Each task activity involving the TPM or TPO staff, either providing support, leading or reviewing, will be completed in a timely manner according to the agreed-upon project schedule.

TPO Responsibilities

- Review and approval of draft and final project schedules
- Review of all draft and final project deliverables by Consultant based on the project schedule and deadlines
- Submission of comments to the CPM
- Attend monthly coordination meetings
- Process invoices for prompt payment to Consultant
- Secure facility locations for public meetings, TPO Board and Committee meetings, and LRTP Steering Committee meetings

TASK 2: 2050 LRTP DOCUMENTATION

The Consultant will be responsible for preparing documentation for the draft and final 2050 LRTP Report, Summary Report, Technical Appendices, maps and electronic files. The format of the 2050 LRTP documents will reflect a uniform, consistent theme and color scheme. The LRTP draft, final, executive summary and appendix documents will be developed in InDesign, Microsoft Word, and Adobe Acrobat (PDF). The Consultant will develop and approach agreeable to the TPM to all for efficiency and ease of future modifications and/or amendments of the cost feasible portions of the report. All project tables (Cost Feasible, Needs) and other files involving data analysis will be completed in Microsoft Excel or ArcGIS Pro. All maps will be developed and completed in ArcGIS Pro. The presentation of information in the 2050 LRTP Report and Summary Report documents will be in a format that is public-friendly and concise. The Technical Appendices will contain the appropriate technical information. The following outlines specific LRTP documentation deliverables.

Consultant Deliverables

- 2050 LRTP Summary Report
- 2050 LRTP Report
 - Chapter 1: Plan Overview
 - Chapter 2: Emerging Issues
 - Chapter 3: Goals, Objectives, and Performance Targets
 - Chapter 4: Existing State of the Transportation System and Planning Assumptions
 - Chapter 5: The Transportation Plan (Needs and Cost Feasible)
 - Chapter 6: Public Involvement
 - Chapter 7: Performance Evaluation
 - Chapter 8: Plan Implementation
- 2050 LRTP Technical Appendices
 - Federal and State LRTP Guidance
 - Public Participation Plan
 - Vision, Goals, Objectives, Measures of Effectiveness
 - System Performance Summary
 - Data Collection and Plan Synthesis Summary

2050 LRTP Scope of Services

- Travel Demand Model Summary
- Financial Revenues
- Needs Assessment, Prioritization, Cost Feasible Summary
- Scenario Planning Summary
- Public Participation Summary (public process and survey summaries)
- Equity Assessment Summary
- 2050 LRTP Cost Feasible, Boxed Funds, Needs Project Lists (Excel, PDF)
- 2050 LRTP maps (GIS Files)
- Electronic GIS files for all maps produced by the Consultant in the final 2050 LRTP Report and Technical Appendices

TPO Responsibilities

- Review of draft and final deliverables for all documents, maps, tables

TASK 3: PUBLIC PARTICIPATION

Engagement with the public will be a continuous process in the development of the 2050 LRTP. A major emphasis will be placed on ensuring the underserved and disadvantaged members of the community are engaged in the entire process. To guide public participation at the onset of the project, the Consultant will be responsible for developing a 2050 LRTP Public Participation Plan (PPP). The PPP will guide both the TPO and Consultant throughout the project, including a schedule of milestones, participation methods, meetings, public review periods and other activities as identified. The PPP will contain a summary of performance metrics and corresponding results for each of the methods conducted over the course of the project. The LRTP document will contain a chapter highlighting the entire public process.

The following provides a summary of the public participation activities planned for the 2050 LRTP.

2050 LRTP Project Website

A 2050 LRTP project page will be located on the TPO’s website. The project page will be customized by the TPO and its website vendor to include all content and announcements. The TPM will be responsible for working directly with the Consultant to maintain files and information on the project page

2050 LRTP Project Video

The Consultant will develop two one-minute videos introducing the 2050 LRTP and development process to the Ocala/Marion community. The first video will highlight the LRTP purpose, plan development process, and the role of citizens and partner agencies. The second video will highlight the draft transportation needs and scenario/build out options, and the roles of citizens and partner agencies to provide feedback. The videos combined will be no more than 2 minutes in length.

2050 LRTP Social Media

The TPO’s current social media platforms (Facebook, Twitter) will serve as a public forum for this project. The pages will also be closely linked to the activities posted on the LRTP project website page and be focused on interaction and support for generating public participation. The Consultant will provide support with background content based on the specific phase of the project using materials prepared for the plan.

Communication

The TPM will lead and coordinate with the CPM throughout the project to collaborate with local media, public information officers and partner organizations. An emphasis will be placed on key milestones involving public input through surveys, an online comment map and public meetings.

Public Outreach Educational Materials

The development of educational information and materials will support informing the public throughout the LRTP project. This may include LRTP overview fact sheets, a public-friendly schedule, visual aids, public outreach resources, etc. The Consultant and TPO will closely coordinate on appropriate educational materials, items and content.

Public Surveys

Two public surveys will be conducted to receive input from the public. The surveys will be developed by the Consultant with input and coordination from the TPO and LRTP Steering Committee. It is envisioned an initial survey (Public Survey 1) will be conducted to coincide with the formal LRTP public kick-off and extend through a specific period of time tied to the project schedule. Survey 1 will place an emphasis on concisely capturing public opinion related to the state of transportation in Marion County, including areas of emphasis, and input on the development of the vision, goals and objectives. The second survey (Public Survey 2) will be conducted to concisely capture public opinion related to prioritizing project needs and improvements, and scenario/build-out planning. Final results of both surveys will be included in the Public Participation Summary. Task work associated with Survey 1 is further explained in Task 4. Task work associated with Survey 2 is further explained in Task 10. Both surveys will be developed in formats administered online and hardcopy to ensure all members of the community, especially the underserved and disadvantaged have opportunities for sharing input. The surveys will be developed in Survey Monkey unless otherwise agreed to by the TPO and Consultant.

Public Comment Map

An online, interactive public comment map will be developed and hosted by the Consultant. This interactive public comment map will be developed in ArcGIS Online or an alternative platform mutually agreed to by the TPO and the Consultant. The public comment map will provide ongoing opportunities for the public to share feedback on specific locations in Marion County related to transportation opportunities, challenges and concerns. Comments will support the identification of project needs and priorities. Hardcopy alternatives to the online public comment map will be made available at public meetings for members of the community without access to the internet (provided by the Consultant and distributed by the TPO). Supplemental hardcopy maps and display boards will also be made available at meetings to ensure all members of the community, especially the underserved or disadvantaged have opportunities to share input. The online public comment map will be released to coincide with the LRTP public kick-off meeting and be extended through the Needs Assessment phase. An overview of comments received will be included in the Public Participation Summary.

Steering Committee Meetings

A 2050 LRTP Steering Committee will be formed to serve as the technical oversight body. The Steering Committee will be comprised of TPO Technical Advisory Committee (TAC) members and other identified federal, state and local partner agency staff members. Steering Committee members will be asked to convene in person, review information and draft deliverables, share local data and information, and provide feedback at key milestones. It is envisioned the Steering Committee will convene a total of up to five in-person

meetings. Virtual meetings may be convened to supplement, but not replace in-person meetings. The Consultant will be required to lead and attend three in-person meetings.

Coordination will also take place with neighboring MPO's, including the Lake~Sumter MPO. This may include sharing the project schedule, public meeting notices, and project needs assessments.

Public Meetings

A formal, public kick-off meeting will be held to provide an opportunity for the 2050 LRTP to be introduced to the public. The Consultant will provide support to the TPO through the delivery of a formal presentation, sharing the 2050 LRTP project video and general presentation displays. The kick-off meeting will be held at a public venue, accessible by auto, non-motorized, bus and paratransit modes of transportation.

A community (Open House Meeting I) open house meeting will be conducted at an early stage of the project when a draft vision statement, goals, objectives and measures of effectiveness and other transportation and community features background information are available based on the project schedule. The purpose of this Open House will be to further introduce the 2050 LRTP, solicit feedback through in-person activities, comment mapping, survey completion, and other methods identified by the Consultant and TPO. The Open House Meeting I will be held at a public venue, accessible by auto, non-motorized, bus and paratransit modes of transportation with an emphasis placed on being located in an underserved area of the community.

A second community open house meeting (Open House Meeting II) will be conducted to provide an opportunity for citizens and interested parties to review information related to project needs and scenario/build-out options based on the project schedule. Feedback will be solicited through in-person activities, comment mapping, in-person survey completion, and other methods identified by the Consultant and TPO. Open House Meeting II will be held at a public venue, accessible by auto, non-motorized, bus and paratransit modes of transportation with an emphasis placed on being located in an underserved area of the community.

Stakeholder and Partner Meetings

The LRTP outreach process will also include two extensive stakeholder and partner outreach meeting periods conducted by the TPO with electronic materials provided by the Consultant. The first period of meetings will be conducted during the initial/early stage of the project, following the Community Open House Meeting I, based on the project schedule. The second period of stakeholder and partner meetings will be conducted following the Community Open House Meeting II, based on the project schedule. Both periods of outreach will be limited to up to 20 meetings in total.

The format will involve the TPM and TPO staff delivering presentations and soliciting feedback. The meetings will be held by the request of stakeholder organizations and local government partners. The TPO will publicize the meeting opportunities in the community and coordinate scheduling. The overall intent of this format is to engage in community outreach that involves more direct, in-person interaction at the respective stakeholder and jurisdiction facilities.

The Consultant will support the TPO by providing appropriate background information based on the phase of the plan development process, including presentations and display materials. The Consultant will not attend any of the stakeholder and partner meetings.

Community Events and Public Locations

The TPM and TPO staff will attend accessible community events at specific periods of the plan development process, based on the project schedule. The TPM and TPO staff may also set up display tables at community facilities. The Consultant will support the TPO by providing appropriate background information based on the phase of the plan development process, including electronic copies of handouts and display materials for use by the TPO. The Consultant will not be asked to attend any of these community events. These types of events will be selected based on location and staff availability, and are meant to supplement the public, stakeholder and partner meetings.

Board and Committee Meetings

The Consultant will attend and present at a total of three regularly scheduled TPO Board meetings, three Technical Advisory Committee and three Citizen Advisory Committee meetings. Presentations will be made at the respective board/committee meetings based on the project schedule, and on the two rounds of public open house meetings.

Consultant Deliverables

- 2050 LRTP Public Participation Plan (PPP) (Word, PDF)
- Two public surveys and summary documents (see Tasks 4 and 10)
- Development of a 2050 LRTP project video
- Online public comment map
- Participation at the 2050 LRTP Kick-off Meeting
- Project educational fact sheets
- Co-lead and provide support at the Community Open House Meetings (2)
- Facilitate LRTP Steering Committee Meetings (3)
- TPO Board and Committee Meetings (4)
- Public Participation Summary (Chapter 6)

TPO Responsibilities

- Review of draft and final PPP document
- Host and manage the 2050 LRTP project page on The TPO website
- Coordinate social media with Consultant
- Review of draft and final 2050 LRTP project video
- Review of project educational information
- Review of draft and final Public Participation Summary document
- Facilitate LRTP Steering Committee Meetings (2)
- Organize and attend Stakeholder and Partner outreach meetings
- Organize and attend Community Events and Public Location activities

TASK 4: DATA COLLECTION AND PLAN SYNTHESIS

The Consultant will be responsible for reviewing planning documents, GIS files, data and information related to existing and future development of the TPO Planning area provided by the TPO. Conducting a review of the documents will be essential to understanding the historic, existing and future trends in Marion County.

The TPM will provide support to secure TPO-specific planning documents and associated files and make requests to local partner agencies. The CPM will be responsible for reviewing and summarizing information specific to the development of the LRTP. This includes necessary electronic files, databases and GIS files. Some of this information will also be used to develop an LRTP materials devoted to the State of Transportation Marion County.

- Socioeconomic Data, Profile (population, household, employment, schools, etc.)
- Comprehensive, Master Plans
- Government Strategic Plans
- Redevelopment Plans
- Local Development Inventories
- Economic Development Plans/Strategies
- Tourism Plans/Strategies
- SunTran Transit Development Plan (TDP)
- SunTran and Marion Transit Planning Studies
- School Board Studies/Plans
- Bicycle/Pedestrian/Trail Plans, Studies
- Local Freight/Trail Studies, Plans
- Airport Master Plans
- State Trail Plans
- Federal, State, Local Land Management and Environmental Resources, Inventories, Plans
- TPO Planning Documents
 - 2045 Long Range Transportation Plan (LRTP)
 - Transportation Improvement Programs (TIP)
 - Public Participation Plan (PPP)
 - Congestion Management Plan (CMP)
 - Commitment to Zero Safety Action Plan
 - TPO Annual Safety Report
 - Transportation Resilience Guidance
 - Regional Trails Facilities Plan
 - Intelligent Transportation System (ITS) Strategic Plan
- FDOT Documents
 - Florida Transportation Plan
 - FDOT SIS Plans, District 5, Marion County
 - Florida Strategic Highway Safety Plan (SHSP)
 - Florida Freight and Mobility Trade Plan
 - Other FDOT Statewide Plans
- Regional Documents
 - Central Florida Metropolitan Planning Organization Alliance plans, regional priority lists, maps, etc.

Consultant Deliverables

- 2050 LRTP State of the Transportation System (Chapter 4)

- Incorporation of summary information, maps, tables in the 2050 LRTP draft, final, executive summary documents, State of Transportation in Marion County LRTP (Chapter 4) as appropriate.

TPO Responsibilities

- Provide pertinent TPO files and information
- Support CPM with federal, state, local contacts for information collection
- Review of draft and final documents.

TASK 5: VISION, GOALS, OBJECTIVES AND MEASURES OF EFFECTIVENESS

Plan visioning will set forth the desired direction for transportation over the next 25 years in Marion County. The development by the Consultant a 2050 vision statement, goals, objectives and measures of effectiveness will be undertaken in the initial phase of the project and become an LRTP chapter. The prior 2045 vision, goals, and objectives will be used as the baseline. However, this task will result in a revised framework tied to 2050 and a collaborative process with community leadership and partners, including the LRTP Steering Committee, TPO Board, TPO committees, stakeholders, citizens and other elected officials.

As part of this task, the Consultant will also conduct a review of current federal, state and local goals and emphasis areas, along with the integration of priorities of the IJJA and other pertinent recent transportation laws. This includes federally required planning factors and performance measures. A review will be conducted of current national transportation goals, state-level planning documents, and local transportation priorities. The TPO currently uses a List of Priority Projects (LOPP) Policies and Procedures guidance document to prioritize and rank projects. This document will also be reviewed in support of developing the goals, objectives and measures of effectiveness.

A component of this task will involve a 2050 LRTP Public Opinion Survey (Public Survey 1) as outlined in Task 3. The Consultant will be responsible for developing and implementing a public survey after the formal Kick-Off of the project. The survey will be hosted by the Consultant or third party, with a link to the survey provided on the TPO's 2050 LRTP website page and social media platforms. The survey questions will be formatted to concisely capture public opinion and insights related to the state of transportation in Marion County, including current priorities, areas of concern and input on the development of vision, goals and objectives.

Key summary findings of the survey will be used in the development of a draft Vision Statement, goals, objectives and measures of effectiveness at a LRTP Steering Committee meeting. This draft framework will also be presented at TPO Board and Committee meetings to receive feedback, resulting in a completed draft package for moving forward to plan development.

Consultant Deliverables

- 2050 LRTP Public Opinion Survey Instrument (Survey 1)
- 2050 LRTP Public Opinion Survey Summary
- Co-facilitate a LRTP Steering Committee Visioning Workshop
- Vision, Goals, Objectives and Measures of Effectiveness Summary (Chapter 3)

TPO Responsibilities

- Review of draft and final Public Opinion Survey Instrument (Survey 1)
- Review of draft and final Public Opinion Survey Summary
- Co-facilitate a LRTP Steering Committee Visioning Workshop
- Review of draft and final documents
- 2050 LRTP website Public Opinion Survey support
- Support with contact distribution lists, advertisements, social media and other communication channels

TASK 6: TRANSPORTATION AND COMMUNITY FEATURES

The Consultant will work in close coordination with the TPM and Steering Committee to identify, map and summarize transportation and community features in Marion County. This information will serve to inform and solicit feedback, and to support the prioritization of projects in the Cost Feasible and Unfunded Needs elements. This information will also be used to develop an LRTP chapter devoted to the State of Transportation Marion County. Some of the major community features may include, but not limited to:

- Horse farm preservation areas
- Ocala National Forest, other conservation lands
- Environmental sensitive resources
- Downtowns
- Community gateways
- Historic districts
- Tourism destination areas
- Freight activity centers, corridors
- Employment centers
- Schools
- Federal-aid roadway network and interstate interchanges
- Federal functional classification network
- Trails and Trailheads
- Significant On-Road bicycle lanes and sidewalks as provided by the TPO
- SunTran Fixed transit routes
- Marion Transit Deviated/Zone routes
- Airports
- Railroad lines and crossings
- Commitment to Zero High Injury Network
- Census commuting/travel patterns
- Congestion Management Process, Congested Corridors
- Others as identified by the LRTP Steering Committee and Consultant

Consultant Deliverables

- Transportation Community Feature set of maps
- Electronic files GIS maps collected and developed
- State of Transportation in Marion County LRTP chapter (Chapter 4)

TPO Responsibilities

- Provide and support in collection of data, GIS files and information
- Review of draft and final maps and documents
- Coordination with LRTP Stakeholder Committee and local partners for to conduct timely reviews

TASK 7: PERFORMANCE MEASURES AND TARGETS

The TPO is required to incorporate performance-based planning in the LRTP. A System Performance Measures Report will be developed by the Consultant for the 2050 LRTP summarizing the federally required target setting for:

- Safety (PM1)
- Pavement and Bridge Condition (PM2)
- System Performance (PM3)
- Transit Asset Management
- Transit Safety

The Report will include an evaluation of system performance with respect to the federally required targets and must be consistent with the template developed by the Florida Department of Transportation (FDOT) for use by MPO's in Florida. The report will also include an overview of how performance-based planning is integrated into the LRTP, including national goals, the ten planning factors, and specific performance measures. Progress and/or actions toward achieving the targets by the TPO should also be highlighted. The System Performance Report will be a separate chapter in the LRTP document in a summary format, with more detailed information contained in the appendix (System Performance Summary). Completion of this task will be tied to the adoption of PM1, PM2, PM3 targets by the TPO Board in early 2025.

Consultant Deliverables

- System Performance Report Summary (Chapter 7)

TPO Responsibilities

- Provide support in the collection of data and information
- Review draft and final documents

TASK 8: FEDERAL AND STATE EMERGING ISSUES

The rapid pace of change in the nation and state of Florida has resulted many impacts to MPO/TPO's. This item is intended to an educational outreach to the public and stakeholders and is not intended to be a comprehensive analysis of these issues. This task will involve a summary of several key federal and state emerging issues to ensure they are better understood, and how they must be integrated into the transportation planning process. Each emerging issue will be summarized in a condensed format meant for general public understanding, including specific implications for future transportation planning in Ocala/Marion County. Any past or ongoing work by the TPO involving these emerging areas will be referenced and included in the documentation. The following emerging issues will be part of this task:

- Carbon Reduction
- Emerging Mobility
 - Automated, Connected, Electric, Shared (ACES) Vehicles
 - Micromobility
 - Others, as recommended by Consultant

- Housing and Transportation
- Transportation Resiliency

Consultant Deliverables

- Summary LRTP chapter on Federal and State Emerging Issues (Chapter 2)

TPO Responsibilities

- Review of draft and final LRTP chapter document

TASK 9: TRAVEL DEMAND MODEL REVIEW AND COORDINATION

The Consultant will utilize the Central Florida Regional Planning Model (CFRPM) managed by the Florida Department of Transportation (FDOT) District Five. The CFRPM is the regional travel demand model and includes the nine counties of Central Florida, including Marion County.

A critical component of this task will involve future 2050 land use data collected for supporting the model. This may include, but is not limited to large development data, future land use and zoning data; GIS and files that include property parcels and appraiser data, along with other collected information, as deemed necessary. The Consultant will review the model validation results and coordinate with the FDOT Model Consultant to provide comments and information on the socioeconomic development data from Marion County. As part of this task, the CPM will closely coordinate with the TPM, LRTP Steering Committee and local governments to ensure the most current, accurate information is collected and transmitted to the FDOT Model Consultant.

The local government partners will be involved in this task. They include: Marion County, City of Ocala, City of Belleview, City of Dunnellon, Town of Reddick and Town of McIntosh. The TPM will support the CPM to coordinate and make requests to the local governments to collect appropriate data according to the project schedule. The files and information from the model will also be packaged for use by the TPO and local government partner agencies by FDOT.

Consultant Deliverables

- Travel Demand Model Coordination and Review Summary Report (Provided by FDOT)
- Appropriate model files and information used for the 2050 LRTP process

TPO Responsibilities

- Coordination with the Modeling Team

TASK 10: NEEDS ASSESSMENT

The Needs Assessment will be a major component for the development of the 2050 LRTP. The 2045 LRTP Needs, Cost Feasible and Boxed Funds project lists will be used as a foundation, but require an updated analysis including the revised 2050 Existing plus Committed (E+C) horizon

year network. The Consultant will lead this task to analyze and evaluate a revised E+C transportation network with the 2050 socioeconomic data and information from the CFRPM, as outlined in Task 7. The most current Transportation Improvement Program (TIP) will be used as the committed (C) improvements timeframe.

As outlined, the identification and evaluation of needs based on deficiencies and/or constraints by transportation mode will be one of the sources of identifying projects. However, projects based on input

received from local partner government agencies, Board and committee members, public participation, stakeholder meetings and the LRTP Steering Committee will also be part of the Needs Assessment.

Based on the schedule developed by the Consultant, a “Request for LRTP projects” from local government partners will take place to ensure the opportunity for feedback is formally established. The identification of project needs will also be tied to local government transportation capital project lists, the SunTran Transit Development Plan, and others such as the TPO Lists of Priority Projects (LOPP), Congestion Management Plan and the Commitment to Zero Safety Action Plan. Additionally, state and regional project lists will be incorporated, including the most current FDOT Strategic Intermodal System (SIS) Cost Feasible Plan and the Central Florida MPO Alliance regional lists. The LRTP Steering Committee will be engaged to review and coordinate on the Needs Assessment project lists development.

A component of this task will also involve a 2050 LRTP Public Opinion Survey (Public Survey 2). The Consultant will be responsible for developing and implementing a public survey to coincide with Open House II. The survey will be hosted by the Consultant or third party, with a link to the survey provided on the TPO’s 2050 LRTP website page and social media platforms. The survey questions will be formatted to concisely capture public opinion and insights related to the identification of project needs, areas of concern, and feedback on improvement priorities. Questions will also be developed related to Scenario Planning and seeking input on build-out options in Marion County (see Task 11).

A 2050 LRTP Needs Lists by mode will be developed and include cost estimates for priority projects (capital, construction, right-of-way, PE costs), and identify any uncertainty, where applicable. The cost estimates should be calculated at a planning level and utilize a consistent methodology agreed upon by the TPO, FDOT District 5, and the Consultant.

Consultant Deliverables

- Needs Assessment draft and final Summary, LRTP documentation
- Needs Assessment draft and final maps
- Needs Project draft and final lists in table format
- Electronic GIS files for all maps produced in the reports

TPO Responsibilities

- Review of draft and final summary documents, LRTP documentation
- Support CPM with local government coordination to collect project lists
- Support CPM with 2050 data and information collection

TASK 11: SOCIOECONOMIC DATA FORECAST SCENARIO/BUILD-OUT PLANNING

Task 11a: Baseline 2050 Forecast

The objective of this task is to forecast appropriate baseline population, dwelling units, employment, hotel/motel units, and school enrollment for 2050. The Consultant will prepare a 2050 population and employment forecast in the following increments:

- 2019/2020 to 2040 (Dwelling Units, Population, and Employment Only for 2040)
- 2040 to 2050 (Full Forecast for 2050 – Includes Hotel/Model, School Enrollment, and Auto Ownership Percentages)

The Consultant will use its future land use allocation tool for this forecast, considering the impacts of Developments of Regional Impact (DRIs), Master Planned Unit Developments (MPUDs) and other major developments provided by TPO, Marion County and/or municipal staff. This task includes up to two meetings with staff to review and adjust the forecast and/or Land Use Allocation Tool inputs (Meetings 1 &2).

The first part of this task will be to develop and review the population and employment control totals for Marion County and additional population and/or employment projections provided by the County. The Consultant will then develop an initial forecast based on information contained in adopted Comprehensive Plan Future Land Use Elements and historical as built densities and intensities.

At the conclusion of this task, the Consultant will provide a draft technical appendix chapter outlining the process and results of the forecast and forecasted 2040 and 2050 data in preparation of the CFRPM forecasts. This technical report will include documentation of:

- Assumptions that were made;
- Inputs to the Consultant’s Future Land Use Allocation Tool and the generalized source of the inputs as appropriate;
- The methodology of the Future Land Use Allocation Tool;
- The draft technical appendix chapter for the Marion County forecast will be provided for review by the TPO staff for subsequent review and approval by the TPO staff. Based on feedback from TPO staff, the Consultant will make appropriate revisions to the forecast and finalize the technical appendix.

Task 11b: Scenario Planning

The 2050 LRTP will involve the use of Scenario Planning. The Consultant will be tasked with assessing what the future of transportation in Marion County could look like tied to baseline and alternative growth scenarios. The primary goal of this task will be to analyze how different growth changes tied to the model data could impact the transportation network and what the preferred future direction is for Marion County. The focus will be on exploring possible outcomes tied to the build-out of the community, and strategies that will guide the TPO and local government partners toward achieving the future direction.

Up to three types of growth scenarios (low, medium, high) will be selected based on the information available through the plan development process, data collection, travel demand model zone data (ZDATA) and input/information from local government partners. This also includes input, review and feedback by local government partners. As outlined in Tasks 3 (Public Participation) and 10 (Needs Assessment), Survey 2 and Open House II will engage the public and stakeholders to identify project needs and areas of concern. This task should be tied to the Open House II process.

Based on the Scenario Planning activities, a Summary Report will be developed in addition to an LRTP Chapter highlighting the process and outcomes.

Consultant Deliverables

- Scenario Planning Summary Report
- Scenario Planning draft and final LRTP materials (Chapters 4 and 5)
- Scenario Planning draft and final maps
- Electronic GIS files for all maps produced in the final report

TPO Responsibilities

- Review of draft and final documents, maps

TASK 12: FINANCIAL REVENUES

This task will be instrumental to outlining the financial outlook for the investment of federal and state funding to transportation projects in the 2050 LRTP. The Consultant will prepare a Financial Revenue Summary report that describes the revenue projections through 2050, which includes a 27-year period (fiscal years 2024 to 2050). The information will be derived primarily from the 2050 Statewide Revenue Forecast for the Ocala/Marion TPO, released by FDOT Central Office. This information reflects current policy and is based on State Revenue Estimating Conference (REC) and FDOT Federal Aid Forecasts. The FDOT 2050 Revenue Forecast Handbook should be used as a primary reference and guide. Funding allocated to the Strategic Intermodal System (SIS) must also be identified for the TPO Planning area. Local revenue sources will also be projected based on the most current information available. All funding revenue projections will be presented in a Financial Revenue Summary report. Other sources of potential funding, such as discretionary grants should be summarized for only illustrative purposes. The Financial Revenue Report will be a separate chapter in the LRTP document in a summary format, with more detailed information contained in an appendix.

Consultant Deliverables

- Financial Revenue draft and final Report Summary
- Financial Revenue Summary (Chapter 5)

TPO Responsibilities

- Review of draft and final documents
- Support CPM with local financial information collection

TASK 13: PROJECT PRIORITIZATION PROCESS

The identification of transportation projects which best address the vision, goals, objectives and community needs, while staying fiscally balanced, requires a prioritization process. The Consultant will work in coordination with the TPO and LRTP Steering Committee to develop a prioritization process using evaluation criteria. The evaluation criteria will be based primarily on the TPO's current List of Priority Projects (LOPP) Policies and Procedures Criteria Scoring methodology. Refinements may be made to incorporate additional criteria or changes as deemed necessary. The evaluation and prioritization of projects will also include a strategic refinement process based on input provided by the LRTP Steering Committee, TPO Board and Committees, the public and stakeholders.

Consultant Deliverables

- Project Prioritization draft and final Summary
- Project Prioritization Summary (Chapter 5)

TPO Responsibilities

- Review of draft and final documents
- Support CPM with TPO data and information collection

TASK 14: COST FEASIBLE ELEMENT

The 2050 LRTP Cost Feasible Element will be developed by the Consultant based on the formalized evaluation criteria task outlined in Task 13, and in close collaboration with the TPO, LRTP Steering Committee, TPO Board and Committees, and input from the public and stakeholders. This task will include reviewing all the identified needs by mode of transportation in Task 10 against the projected available federal and state revenues outlined in Task 12. The 2045 LRTP Cost Feasible project lists will serve as a baseline.

The process of developing the Cost Feasible project lists must include the first five programmed years (TIP fiscal years 2026 to 2030); the first ten years (fiscal years 2031-2040); and the second ten years (fiscal years 2041-2050). The first ten years will also be further broken down in two five-year periods. Project costs must include all phases and by year-of-expenditure (YOE), based on FDOT inflation factors applied to both revenues and costs, as outlined in the FDOT 2050 Revenue Forecast Handbook. The Cost Feasible Element must demonstrate fiscal constraint per the FDOT Office of Policy Planning Technical Memorandum (21-02).

The TPO's 2045 LRTP Cost Feasible Element contained Boxed Fund projects for Corridor Studies, Intelligent Transportation System and Multimodal (sidewalk, bicycle, trail). A similar approach will be taken for the 2050 LRTP involving these modal and improvement types, including Transportation System Management and Operations (TSM&O). The 2045 Boxed funds project lists will be used as a baseline or starting point.

Consultant Deliverables

- Cost Feasible draft and final Summary
- Cost Feasible Summary (Chapter 5)
- Cost Feasible project draft and final maps
- Cost Feasible draft and final project Lists in table format
- Electronic GIS files for all maps produced in the draft, final versions

TPO Responsibilities

- Review of draft and final documents
- Support CPM with project, data and information collection

TASK 15: UNFUNDED NEEDS

The 2050 Unfunded Needs Element will contain projects that did not make the Cost Feasible Element due to federal/state revenue limitations and the collaborative decision-making process outlined in Task 13. These projects will be listed and mapped in an Unfunded Needs section of the Cost Feasible Element chapter and include planning level cost estimates.

Local jurisdiction roadway projects will also be included in the Cost Feasible Element for informational purposes in a separated list(s) from the federal/state funded projects. These projects demonstrate additional needs of the transportation system and are funded through local government revenue sources identified in Task 12.

Consultant Deliverables

- Unfunded Needs draft and final Project Lists
- Unfunded Needs Project draft and final lists (Chapter 5)
- Unfunded Needs project maps
- Unfunded Needs project Lists in table format

- Electronic GIS files for all maps produced in the draft, final versions

TPO Responsibilities

- Review of draft and final documents

TASK 16: EQUITY ASSESSMENT

The 2050 LRTP must be developed to ensure the process is consistent with the requirements of Environmental Justice (EJ), including the provisions of Title VI of the Civil Rights Act of 1964. These requirements will be included in the 2050 LRTP and be reflected throughout the entire public participation process. The Consultant will apply EJ analysis through the completion of an Equity Assessment to identify areas of Marion County that are underserved by transportation investments. The 2045 LRTP Equity Areas will be used as the foundation for conducting a new analysis for 2050. These Equity Areas by Census Block included: Poverty, Minority, No Vehicle, Seniors (over 65) and Youth (under 16). Other factors will be considered and potentially integrated by the Consultant in coordination with the TPO. This includes reviewing the United States Department of Transportation (USDOT) Equity Action Plan and Justice 40 Initiative, the TPO PPP and Title VI Plan documents, and the Disabled and Limited English (LEP) populations.

The Equity Assessment will involve analyzing the impacts of the draft Cost Feasible projects (all modes) on the under-served areas. Based on the Assessment, an equity summary will be developed that identifies any disproportionate or adverse impacts, and recommendations to the LRTP Cost Feasible project investments in Marion County. This task will be incorporated into a Chapter 7 that includes an overview of the topic, methodology and results. Background information on EJ and federal initiatives such as Justice 40 will also be highlighted.

Consultant Deliverables

- Equity Assessment Summary Report
- Equity Assessment draft and final (Chapter 7)
- Equity Assessment draft and final maps
- Electronic GIS files for all maps produced in the draft, final versions

TPO Responsibilities

- Review of draft and final documents, maps

TASK 17: PLAN IMPLEMENTATION

This task will involve developing a brief chapter devoted to adoption and implementation, including the amendment and modification process.

Consultant Deliverables

- Plan Implementation draft and final documentation (Chapter 8)

TPO Responsibilities

- Review of draft and final documents

**23Q-141 2050 LONG RANGE TRANSPORTATION PLAN (LRTP)
EXHIBIT B - FEE SCHEDULE**

Task	Task Description	Total Sub.		BLA	InNovo	Quest	Total Fee
		KH Fee	Fee				
1	Project Management	\$5,500	\$0				\$5,500
2	2050 LRTP Documentation	\$45,000	\$12,000	\$12,000			\$57,000
3	Public Participation	\$59,172	\$23,800		\$9,265	\$14,535	\$82,972
4	Data Collection and Plan Synthesis	\$17,000	\$0				\$17,000
5	Vision, Goals, Objectives, Measures of Effectiveness	\$12,000	\$0				\$12,000
6	Transportation and Community Features	\$13,000	\$0				\$13,000
7	Performance Measures and Targets	\$21,000	\$0				\$21,000
8	Federal and State Emerging Issues	\$6,000	\$0				\$6,000
9	Travel Demand Model Review and Coordination	\$2,000	\$10,528		\$10,528		\$12,528
10	Needs Assessment	\$38,000	\$0				\$38,000
11	Socioeconomic Data Forecast and Scenario/Build-Out Planning	\$68,000	\$0				\$68,000
12	Financial Revenues	\$28,000	\$0				\$28,000
13	Project Prioritization Process	\$11,000	\$0				\$11,000
14	Cost Feasible Element	\$51,000	\$0				\$51,000
15	Unfunded Needs	\$2,500	\$0				\$2,500
16	Equity Assessment	\$6,500	\$0				\$6,500
17	Plan Implementation	\$3,000	\$0				\$3,000
Total:		\$388,672	\$46,328	\$12,000	\$19,793	\$14,535	\$435,000

Note: The scope of services will be undertaken for a Lump Sum Percent Complete total fee of \$435,000.
All subs (BLA, Quest, & InNovo are DBE Certified)

23Q-141 TPO Long Range Transportation Plan (LRTP)
EXHIBIT C – FEDERAL COMPLIANCE

TITLE VI/NONDISCRIMINATION ASSURANCE

The Contractor herein assures the TPO and County that said Contractor is compliant with Title VI of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the Contractor or its applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the TPO and County that said Contractor shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as herein above delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future bidding as non-responsible.

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. The current specifications for DBE certifications may be found at: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

(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 sub-contractors, 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 Sub-contractors, including Procurements of Materials and Equipment:** In All solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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).



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES
375-205-14
PROCUREMENT
2014

Is this form applicable to your firm?
YES NO
If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier: _____ If known: Kimley-Horn and Associates, Inc. 1700 SE 17th Street, Suite 200 Ocala, FL 34471	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fee above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Amber Gartner, P.E. Title: Vice President Telephone No.: 352.438.3000 Date (mm/dd/yyyy): 08/04/2023	

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES
375-205-14
PROCUREMENT
2014

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4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier: _____ If known: Bonnie C Landry & Assoc., P.A. 1012 SE Civic Center, Suite 201 Ocala, FL 34471	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES
375-205-14
PROCUREMENT
2014

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4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier: _____ If known: Quest Corporation of America, Inc. 1720 Campbell Court Land O Lakes, FL 34639	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fee above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Diane Hackney</u> Print Name: <u>Diane Hackney</u> Title: <u>Executive Vice President</u> Telephone No.: <u>813-239-7225</u> Date (mm/dd/yyyy): <u>08/03/2023</u>	

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES
375-205-14
PROCUREMENT
2014

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YES NO
If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier: _____ If known: InNov Partners, LLC 3000 S Dwyer Ave Orlando, FL 32806	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the fee above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Melissa Cross</u> Print Name: <u>Melissa Cross, P.C.</u> Title: <u>President</u> Telephone No.: <u>407-558-2302</u> Date (mm/dd/yyyy): <u>8/4/23</u>	

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Debarment Form

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
375-205-32
PROCUREMENT
10/16

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

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

Name of Consultant/Contractor: Kimley-Horn and Associates, Inc.
By: Arbiter Garner, P.E.
Date: August 4, 2023
Title: Vice President

Instructions for Certification

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

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
375-205-32
PROCUREMENT
10/16

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

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

Name of Consultant/Contractor: Kimley-Horn and Associates, P.A.
By: Bonnie C Hardy
Date: 8-4-2023
Title: President

Instructions for Certification

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

- By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded" as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>), which is compiled by the General Services Administration.
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
375-205-32
PROCUREMENT
10/16

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

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

Name of Consultant/Contractor: Quest Corporation of America, Inc.
By: Diane Hackney
Date: 08/03/2023
Title: Executive Vice President

Instructions for Certification

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

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- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
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- The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
375-205-32
PROCUREMENT
10/16

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

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

Name of Consultant/Contractor: InNovo Partners, LLC
By: Melissa Bello Gross, PE
Date: 8/4/2023
Title: President

Instructions for Certification

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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375.055(5)
PROCUREMENT
0574

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

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

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

Kimley-Horn and Associates, Inc.
Name of Consultant

By: [Signature] Date: August 4, 2023

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375.055(5)
PROCUREMENT
0574

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Quest Corporation of America, Inc.
Name of Consultant

By: Diane Hackney Date: 08/03/2023

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375.055(5)
PROCUREMENT
0574


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Bonnie C. Landry and Associates, P.A.
Name of Consultant

By: Bonnie C Landry, President Date: August 3, 2023



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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375.055(5)
PROCUREMENT
0574

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InNovo Partners, LLC
Name of Consultant

By: Melissa B. [Signature] Date: 8/4/23

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EQUAL OPPORTUNITY

As a sub-recipient of Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) funding, the TPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program. In accordance with 49 Code of Federal Regulations (CFR) Part 26 and the FDOT DBE Program Plan, DBE participation shall be achieved through race-neutral methods. Race neutral means that the TPO can likely achieve the overall DBE aspirational goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the TPO is committed to supporting the identification and use of DBEs and other small businesses, and encourages all reasonable efforts to do so. Furthermore, the TPO recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services delineated in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting:

<https://www.fdot.gov/equalopportunity/serviceproviders.shtm>

or calling 850-414-4750. The TPO has a DBE participation program policy document that reflects the FDOT DBE Plan and can be found at the TPO website: <https://ocalamariontpo.org/disadvantaged-business-enterprise-program-dbe/>

The FDOT DBE Plan can be found at: <https://www.fdot.gov/equalopportunity/dbe-plan>

<https://www.fdot.gov/equalopportunity/dbecertification.shtm>

Participation by DBE's: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subcontractor.

“The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.”

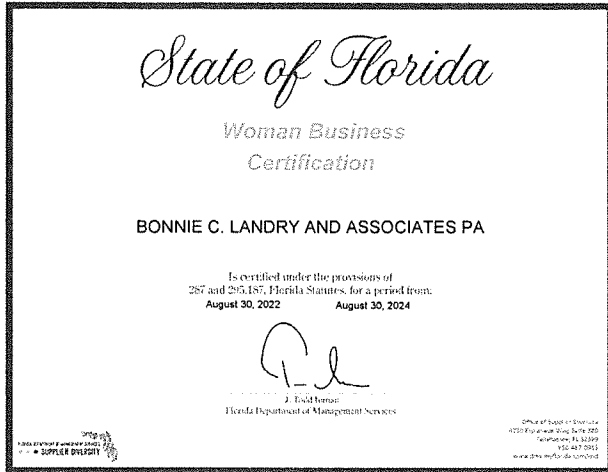
Pursuant to 49 CFR 26.11(c), the Contractor shall submit the bid opportunity list at the time of this contract execution and shall enter all future DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system.

The Contractor shall request access to the EOC system using Form No. 275-021-30.

For more information on the FDOT DBE program and how to become UCP-Certified, visit the FDOT's DBE website: <https://www.fdot.gov/equalopportunity/dbecertification.shtm>

DBE Certifications

Our DBE-certified firms are noted below, and we commit to working with the TPO to meet the aspirational goal of 10.65% DBE participation over the course of this contract. In attempt to meet this aspirational goal, we have engaged subconsultant partners who are all DBE or WBE firms.



Our commitment to partnering with disadvantaged firms to assist on projects is demonstrated by the fees allocated by Kimley-Horn to such firms.

In the past five years, Kimley-Horn has paid more than \$245 million dollars to these firms. Data for the past five years is in the chart to the right.

Kimley-Horn Payments to DBE Firms

Year	Amount Paid	Number of Firms
2022	\$71,128,667	716
2021	\$54,676,564	608
2020	\$54,558,474	553
2019	\$41,548,801	364
2018	\$23,531,726	165

Prompt Payment

(A) The Contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime consultant has disbursed to all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime Contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime Contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor and suppliers.

(B) The Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subconsultants and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractor or suppliers within such 30-day period.

(C) Each invoice on a contract with DBE participation will be required to be submitted on DOT standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

Federal Transit Administration (FTA) Clauses

As a sub-recipient of Federal Transit Administration (FTA) funding through FDOT, the TPO in coordination with Marion County Procurement has developed a procurement policy to be included with all applicable Professional Services/Architectural Engineering Services procurements and contracts. TPO procurements and contracts through Marion County shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve federal funds [(49.CFR 18.36 (c)(1)(2) and FTA C4220.1F, Chapter VI, Section 2.a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000).

The Consultant shall comply with the applicable federal clauses as referenced in the following pages.

Resolution
No. 22-9

POLICY OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION (TPO)
ACQUISITION OF PROFESSIONAL SERVICES

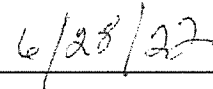
The Ocala/Marion County Transportation Planning Organization (TPO) is designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County planning area.

This policy ensures the TPO follows the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) in the procurement of Professional Services. As a sub-recipient of FTA funding, the TPO has developed this policy to be applicable to all TPO Professional Services/Architectural Engineering Services procurements and contracts. This will ensure TPO procurements and contracts shall be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code, and the FTA Best Practices Procurement Manual. Additionally, geographic preferences are prohibited when procurements involve Federal funds [49.CFR 18.36 (c)(1)(2) and FTA C4220. 1F, Chapter VI, Section 2a(4)(g)].

This policy includes specific Federal clauses involving methods of procurement for Micro Purchases (less than \$2,500), Small Purchases (greater than \$2,500 but less than \$35,000) and Competitive Proposals (greater than \$35,000). Attachment 1 includes a summary of all applicable FTA clauses and mandatory language included with TPO Professional Services/Architectural Engineering Services procurements and contracts. This policy should be deemed to amend and become part of all future procurements and contracts, initiated by the TPO and communicated as to those needs with the Marion County Board of County Commissioners Procurement Services Department both at the time a solicitation begins and when the contract is written. The TPO will be responsible for clearly communicating these needs with the Marion County Board of County Commissioners Procurement Services Department.




Ire Bethea Sr., TPO Board Chair



Date



Robert Balmes, TPO Director



Date

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project.

Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

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

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

thereto.

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

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

FEDERAL CHANGES

49 CFR Part 18

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

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

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

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

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

Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees

that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

For all DOT-assisted contracts, each FTA recipient must include assurances that third party Contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime Contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime Contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the Contractor shall utilize the specific DBEs listed unless the Contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- Help remove barriers to the participation of DBEs in DOT assisted contracts;
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

Certified, at the time of bid opening or proposal evaluation, by the FDOT DBE & Small Business Development Program at 850-414-4745; or

An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or

Certified by another agency approved by the FDOT.

DBE Participation Goal

The DBE participation goal for this Contract is set at 10.65%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 10.65 % of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.

An original DBE Affidavit (below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

Written notification to DBE's encouraging participation in the proposed Contract; and
Efforts made to identify specific portions of the work that might be performed by DBE's.
The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

The names, addresses, and telephone numbers of DBE's that were contacted;

A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;

Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Administrative Coordinator. The Administrative Coordinator will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the Agency's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for

any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

DBE utilization established for the Contract;

Total value of expenditures with DBE firms for the quarter;

The value of expenditures with each DBE firm for the quarter by race and gender;

Total value of expenditures with DBE firms from inception of the Contract; and

The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and Agency. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

AGENCY shall keep and maintain public records that ordinarily and necessarily would be required by the AGENCY in order to perform the service.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner:

 X The Contractor is committed to a minimum of **10.65 %** DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E or subsequent revisions

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 subsequent revisions, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY requests which would cause AGENCY to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

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.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B) Termination for Convenience (General Provision)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY'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 AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY 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, the AGENCY may terminate this contract for default.

Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, 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)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY 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 AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY 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, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I) Executive Order 12549

Executive Order 12689 Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;

- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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

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

LOBBYING RESTRICTIONS

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

Lobbying Restrictions

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

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

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

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

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326
 2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, AGENCY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the AGENCY 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.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract,

and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY 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 in which the AGENCY 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 the AGENCY 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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

Model Clause/Language

Recipients can draw on the following language for inclusion in their federally funded procurements. The Contractor agrees:

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

PATENT RIGHTS AND RIGHTS IN DATA

2 C.F.R. part 200, Appendix II (F) 37 C.F.R. part 401

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA

or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

FLORIDA DEPARTMENT OF TRANSPORTATION
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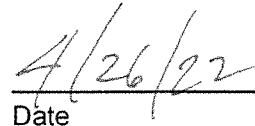
DEBARMENT and SUSPENSION CERTIFICATION

As required by the USDOT regulation on Governmentwide Debarment and Suspension at 49 CFR 29.510

- (1) The Ocala/Marion County TPO hereby certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and
 - (d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) The Ocala/Marion County TPO also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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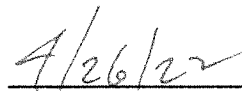
LOBBYING CERTIFICATION for GRANTS, LOANS and COOPERATIVE AGREEMENTS

In accordance with Section 1352 of Title 31, United States Code, it is the policy of the Ocala/Marion County TPO that:

- (1) No Federal or state appropriated funds have been paid or will be paid by or on behalf of the Ocala/Marion County TPO, to any person for influencing or attempting to influence an officer or employee of any Federal or state agency, or a member of Congress or the state legislature in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Ocala/Marion County TPO shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts and subcontracts under grants, subgrants, loans, and cooperative agreement), which exceeds \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

It is the policy of the Ocala/Marion County TPO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of MPO contracts in a nondiscriminatory environment. The objectives of the Disadvantaged Business Enterprise Program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

The Ocala/Marion County TPO, and its consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the Ocala/Marion County TPO, in a non-discriminatory environment.

The Ocala/Marion County TPO shall require its consultants to not discriminate on the basis of race, color, national origin and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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TITLE VI/ NONDISCRIMINATION ASSURANCE

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

The Ocala/Marion County TPO further assures FDOT that it will undertake the following with respect to its programs and activities:

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

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



Name: Ire Bethea Sr.
Title: TPO Chair



Date

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APPENDICES A and E

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

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

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POLICY PLANNING
05/18

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor 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)



TO: Board Members

FROM: Sara Brown, Transportation Planner

RE: Amendment #2 of FY 2024 to 2028 Transportation Improvement Program (TIP)

Summary

Five projects are proposed to be amended to the Fiscal Years (FY) 2024 to 2028 Transportation Improvement Program (TIP). The following summarizes the proposed changes to the TIP. Changes are also reflected in the attachments to this memo.

FM# 453464-1: City of Ocala Transit – SunTran FY 23 FTA Low-No-Award

- New electric buses and small cutaway vans
- Expanding the ITS maintenance facility
- Funds to be added to FY 2024
- Total: \$16,166,822

FM# 452229-3: Districtwide Rumble Stripes Bundle, Marion County

- Project length was decrease and a slight increase in funding
- Funds to be added to FY 2024
- Total: \$1,049,093
 - ACSS: \$1,019,093
 - DIH: \$30,000

FM# 452072-1: I-75 (SR 93) at SR 326 Interchange Improvements

- This project is part of the Moving Florida Forward Infrastructure Initiative and will involve analysis and operational improvements of the interchange I-75 (SR 93) at SR 326 in Marion County.
- Funds to be added to FY 2024
- Total: \$1,990,000
 - DIH: \$20,000
 - MFF: \$1,970,000 (PE: \$1,456,000, RRU: \$514,000)

A transportation system that supports growth, mobility, and safety through leadership and planning
Marion County • City of Belleview • City of Dunnellon • City of Ocala

FM# 452074-1: I-75 Improvements

- This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the north portion of I-75 from SR 200 to SR 326 in Marion County.
- Funds to be added to FY 2024
- Total: \$50,188,000
 - DIH: \$60,000 (PE: \$20,000, ROW: \$40,000)
 - MFF: \$50,128,000 (PE: \$12,100,000, ROW: \$37,000,000, RRU: \$1,028,000)

FM# 452074-2: I-75 Improvements

- This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the south portion I-75 from SR 44 in Sumter County to SR 200 in Marion County.
- Funds to be added to FY 2024
- Total: \$101,728,000
 - DIH: \$400,000 (PE: \$250,000, ROW: \$150,000)
 - MFF: \$101,328,000 (PE: \$25,300,000, ROW: \$75,000,000, RRU: \$1,028,000)

Attachment(s)

- FDOT TIP Amendment Request Letters
- TIP Current and Proposed Amended Project Pages
- TIP Amendment #2 Presentation
- FY 2024 to 2028 TIP document

Committee Recommendation(s)

The Citizens Advisory Committee (CAC) and Technical Advisory Committee (TAC) approved the TIP Amendment on November 14, 2023.

Action Requested

TPO staff is recommending approval of the FY 2024 to 2028 Transportation Improvement Program (TIP), Amendment #2.

If you have any questions regarding the proposed TIP amendment, please contact me at 438-2632.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 3, 2023

Mr. Robert Balmes, AICP, CTP, Executive Director
Ocala-Marion Transportation Planning Organization (TPO)
2710 E Silver Springs Blvd
Ocala, FL 34470

RE: Request to Revise Fiscal Year (FY) 2023/24-2027/28 Transportation Improvement Program (TIP)

Dear Mr. Balmes:

Florida Department of Transportation requests Ocala Marion TPO revise the FY 2023/24-2027/28 TIP.

Project #453464-1 is a transit project with the City of Ocala for the SunTran system. Funding for this project comes from Federal Transit Administration (FTA) Low and No-Emission grant program for SunTran to purchase electric buses and small cutaway vans. The project will also include expanding the ITS maintenance facility to provide capabilities to service electric vehicles.

Project #452229-3 is a safety project to add rumble stripes to roadways throughout Marion County. The total project length has been decreased for the project as design has been completed, and location refinements were made heading into the construction phase. This decrease in project length is more than ½ mile and 20% of the total (original) project length and this is the reason for the amendment. There has been a slight increase in funding for the project, however this difference in amount does not cause an amendment to the TIP. The project will continue in production as scheduled.

Please use the information in the table below to amend the TIP accordingly:

FM#	Project Description	Project Limits	Length	Phase	Fund Source	Amount	FY
453464-1	City of Ocala Transit – SunTran FY 23 FTA Low-No-Award	N/A	N/A	CAP	FTA	\$16,166,822	2024
452229-3	SWRS-Districtwide Rumble Stripes Bundle 5C - Marion	N/A	49.514 miles	CST	ACSS DIH Total	\$1,019,093 <u>\$ 30,000</u> \$2,048,674	2024

As always, feel free to contact the Liaison Group at D5-MPOLiaisons@dot.state.fl.us if you would like to discuss further.

Sincerely,

DocuSigned by:

Jonathan Scarfe

9DBC1D0E3EB04EE...

Jonathan Scarfe
MPO Liaison Administrator
FDOT

c: Kellie Smith, FDOT
Melissa McKinney, FDOT
FDOT D5 MPO Liaisons
FDOT D5 Work Program

/llh



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

November 7, 2023

Mr. Robert Balmes, AICP, CTP, Executive Director
Ocala-Marion Transportation Planning Organization (TPO)
2710 E Silver Springs Blvd
Ocala, FL 34470

RE: Request to Revise Fiscal Year (FY) 2023/24-2027/28 Transportation Improvement Program (TIP)

****REVISED****

Dear Mr. Balmes:

Florida Department of Transportation requests Ocala Marion TPO revise the FY 2023/24-2027/28 TIP to accommodate programming of Moving Florida Forward (MFF) funds.

Project #452072-1 is added to the TIP in FY 2024 to begin the design (PE) phase and utilities phase. This project will conduct analysis of interchanges with I-75 in Marion County.

Projects #452074-1 and #452074-2 are also added to the TIP in FY 2024 to begin the phased design-build projects for I-75 Improvements to construct auxiliary lanes. These projects have a high regional significance and are directly adjacent to each other, so it is requested that both projects be referenced in the TIP to achieve planning consistency.

Please use the information in the table below to amend the TIP accordingly:

FM#	Project Description	Project Limits	Length	Phase	Fund Source	Amount	FY
452072-1	I-75 at SR 326 Interchange Improvements	N/A	2.074 miles	PE	DIH	\$ 20,000	2024
					MFF	<u>\$ 1,456,000</u>	
				Phase Total		\$ 1,476,000	
				RRU	MFF	\$ 514,000	2024
				PROJECT TOTAL		\$ 1,990,000	

452074-1	I-75 Improvements	SR 200 to SR 326	8 miles	PE	DIH	\$ 20,000	2024
				Phase Total	MFF	<u>\$12,100,000</u>	
						\$12,120,000	
				ROW	DIH	\$ 40,000	2024
				Phase Total	MFF	<u>\$37,000,000</u>	
						\$37,040,000	
				RRU	MFF	\$ 1,028,000	2024
				PROJECT TOTAL		\$50,188,000	
452074-2	I-75 Improvements	South of SR 44 to SR 200	21.169 miles	PE	DIH	\$ 250,000	2024
					MFF	<u>\$25,300,000</u>	
						\$25,550,000	
				ROW	DIH	\$ 150,000	2024
				Phase Total	MFF	<u>\$75,000,000</u>	
						\$75,150,000	
				RRU	MFF	\$ 1,028,000	2024
				PROJECT TOTAL		\$101,728,000	

As always, feel free to contact the Liaison Group at D5-MPOLiaisons@dot.state.fl.us if you would like to discuss further.

Sincerely,

DocuSigned by:

Kia Powell

CF82AD47584A405...

Kia Powell
MPO Liaison, FDOT

c: Melissa McKinney, FDOT
Jonathan Scarfe, FDOT
FDOT D5 MPO Liaisons
FDOT D5 Work Program

/llh

Project: Districtwide Rumblestripes Bundle, Marion County

Project Type: Routine Maintenance
 FM Number: 4522293
 Lead Agency: FDOT
 Length: 63 miles
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Roadway rumblestripe installation and maintenance.

Prior <2024:

\$20,000

Future >2028:

\$0

Total Project Cost:

\$1,040,397

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSS	Federal	\$990,397	\$0	\$0	\$0	\$0	\$990,397
CST	DIH	State	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Total:			\$1,020,397	\$0	\$0	\$0	\$0	\$1,020,397

Project: Districtwide Rumblestripes Bundle, Marion County

Project Type: Routine Maintenance
 FM Number: 4522293
 Lead Agency: FDOT
 Length: 63 miles
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Roadway rumblestripe installation and maintenance.

Prior <2024:

\$20,000

Future >2028:

\$0

Total Project Cost:

\$1,069,093

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSS	Federal	\$1,019,093	\$0	\$0	\$0	\$0	\$1,019,093
CST	DIH	State	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Total:			\$1,049,093	\$0	\$0	\$0	\$0	\$1,049,093

Project: City of Ocala Transit – SunTran FY23 FTA Low-No-Award

Project Type: Transit
 FM Number: 4534641
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.1, 1.3, 1.4 (14)



Description:

The city of Ocala's SunTran transit system will receive funding to buy electric buses and small cutaway vans and expand its maintenance facility to service electric vehicles. The project will reduce emissions and improve service reliability for residents living in Ocala and Marion counties.

Prior <2024:

\$0

Future >2028:

\$0

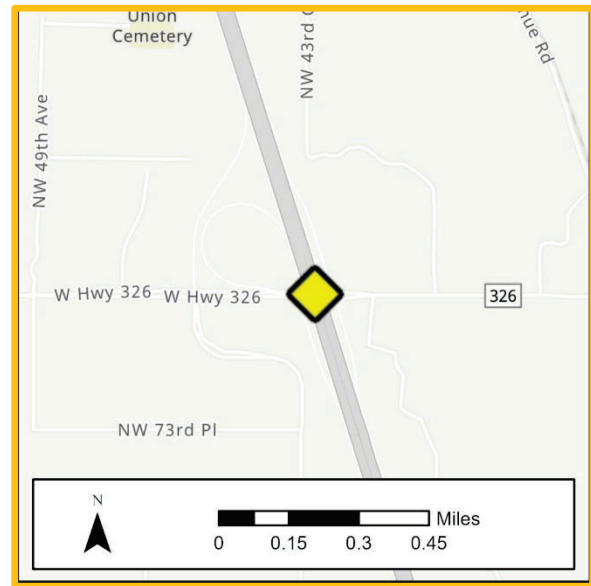
Total Project Cost:

\$16,166,822

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	FTA	Federal	\$16,166,822	\$0	\$0	\$0	\$0	\$16,166,822
Total:			\$16,166,822	\$0	\$0	\$0	\$0	\$16,166,822

Project: I-75 (SR 93) at SR 326 Interchange Improvements

Project Type: Interchange
 FM Number: 4520721
 Lead Agency: FDOT
 Length: 2.074 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)



Description:

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve analysis and operational improvements of the interchange in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

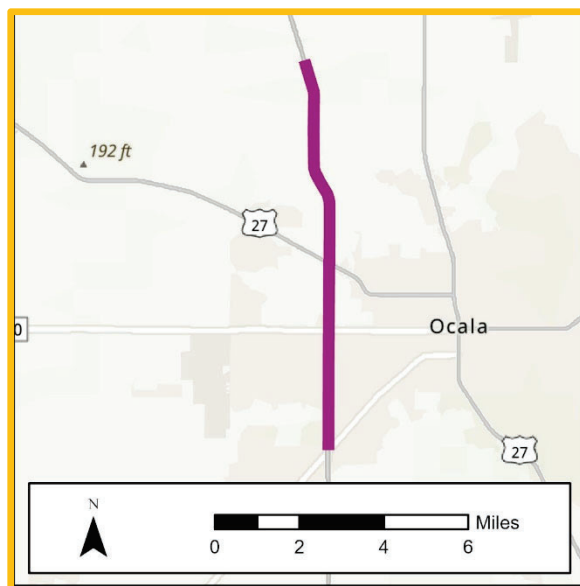
Total Project Cost:

\$1,990,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DIH	State	\$20,000	\$0	\$0	\$0	\$0	\$20,000
PE	MFF	State	\$1,456,000	\$0	\$0	\$0	\$0	\$1,456,000
RRU	MFF	State	\$514,000	\$0	\$0	\$0	\$0	\$514,000
Total:			\$1,990,000	\$0	\$0	\$0	\$0	\$1,990,000

Project: I-75 Improvements

Project Type: Roadway Capacity
 FM Number: 4520741
 Lead Agency: FDOT
 Length: 8 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)



Description:

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the north portion of I-75 from SR 200 to SR 326 in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

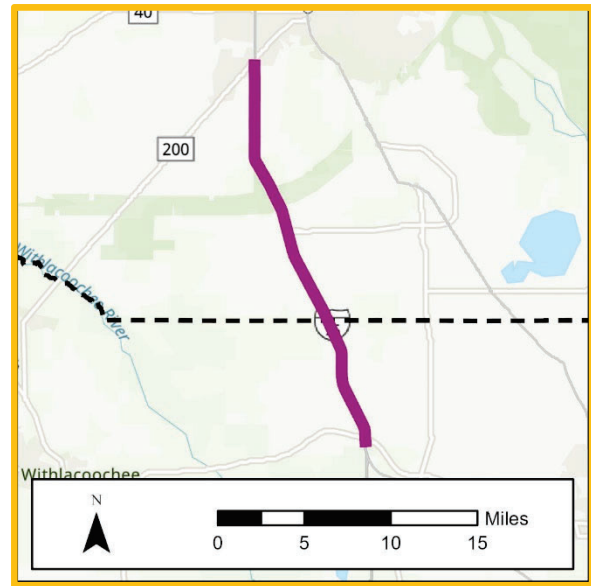
Total Project Cost:

\$50,188,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DIH	State	\$20,000	\$0	\$0	\$0	\$0	\$20,000
PE	MFF	State	\$12,100,000	\$0	\$0	\$0	\$0	\$12,100,000
ROW	DIH	State	\$40,000	\$0	\$0	\$0	\$0	\$40,000
ROW	MFF	State	\$37,000,000	\$0	\$0	\$0	\$0	\$37,000,000
RRU	MFF	State	\$1,028,000	\$0	\$0	\$0	\$0	\$1,028,000
Total:			\$50,188,000	\$0	\$0	\$0	\$0	\$50,188,000

Project: I-75 Improvements

Project Type: Roadway Capacity
 FM Number: 4520742
 Lead Agency: FDOT
 Length: 20.5 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)



Description:

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the south portion of I-75 from SR 44 in Sumter County to SR 200 in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$101,728,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DIH	State	\$250,000	\$0	\$0	\$0	\$0	\$250,000
PE	MFF	State	\$25,300,000	\$0	\$0	\$0	\$0	\$25,300,000
ROW	DIH	State	\$150,000	\$0	\$0	\$0	\$0	\$150,000
ROW	MFF	State	\$75,000,000	\$0	\$0	\$0	\$0	\$75,000,000
RRU	MFF	State	\$1,028,000	\$0	\$0	\$0	\$0	\$1,028,000
Total:			\$101,728,000	\$0	\$0	\$0	\$0	\$101,728,000

Transportation Improvement Program (TIP)

Fiscal Years (FY)
2024 to 2028

Amendment #2

Pending Approval November 28, 2023



TPO Board Meeting Nov. 28, 2023





Notable Projects and Funding

- **SunTran FY 23 FTA Low-No-Award (CAP) - \$16,166,822**
- **Districtwide Rumble Stripes (CST) - \$1,049,093**

Notable Projects and Funding – MFF

- **I-75 at SR 326 Interchange Improvements**
(PE, RRU) - \$1,990,000
- **I-75 Improvements – SR 200 to SR 326**
(PE, ROW, RRU) - \$50,188,000
- **I-75 Improvements – South of SR 44 to SR 200**
(PE, ROW, RRU) - \$101,728,000

Project: I-75 (SR 93) at SR 326 Interchange Improvements

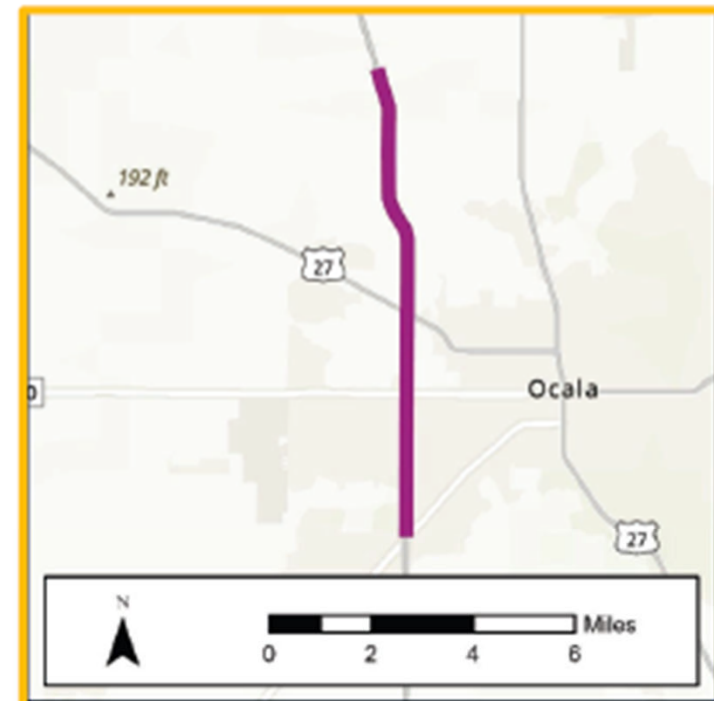
Project Type: Interchange
FM Number: 4520721
Lead Agency: FDOT
Length: 2.074 miles
LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)

**Description:**

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve analysis and operational improvements of the interchange in Marion County.

Project: I-75 Improvements

Project Type: Roadway Capacity
FM Number: 4520741
Lead Agency: FDOT
Length: 8 miles
LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)

**Description:**

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the north portion of I-75 from SR 200 to SR 326 in Marion County.

Project: I-75 Improvements

Project Type: Roadway Capacity
FM Number: 4520742
Lead Agency: FDOT
Length: 20.5 miles
LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)

**Description:**

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the south portion of I-75 from SR 44 in Sumter County to SR 200 in Marion County.

Questions or Comments?

**TPO Staff is Requesting Approval of
TIP Amendment #2**





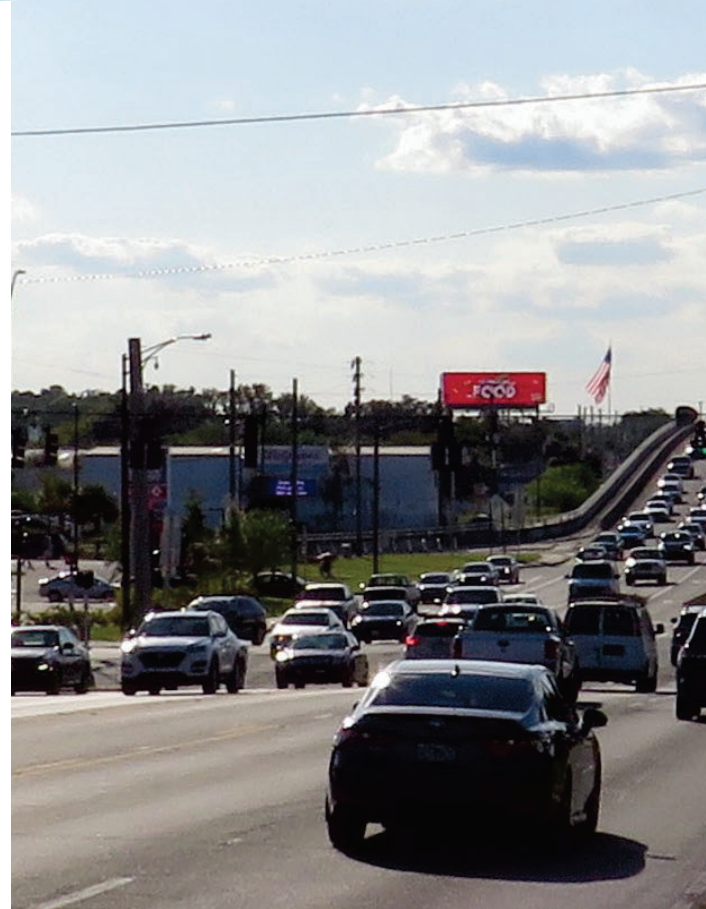
OCALA MARION
TRANSPORTATION
PLANNING
ORGANIZATION

Transportation Improvement Program (TIP)

Fiscal Years 2024 to 2028

Modification #1 - August 15, 2023
Amendment #1 - September 26, 2023
Amendment #2 - November 28, 2023

Adopted on June 27, 2023



This document was prepared in cooperation with the Cities of Belleview, Dunnellon, Ocala and Marion County. Financial assistance is from the Federal Highway Administration and Federal Transit Administration of the U.S. Department of Transportation through the Florida Department of Transportation.

Website: Ocalamariontpo.org

Ocala Marion Transportation Planning Organization
2710 East Silver Springs Boulevard • Ocala, FL 34470 • 352-438-2630

RESOLUTION OF THE OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION (TPO)
TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
FOR FISCAL YEARS (FY) 2024 to 2028

WHEREAS, the Ocala/Marion County Transportation Planning Organization, designated by the Governor of the State of Florida as the body responsible for the urban transportation planning process for the Ocala/Marion County area; and

WHEREAS, Title 23 U.S.C 134(j), 23 CFR Section 450.326 and Florida Statute 339.175(8) require each Metropolitan/Transportation Planning Organization to annually submit a Transportation Improvement Program; and

WHEREAS, a Transportation Improvement Program is defined as “a staged, multi-year, inter-modal program of transportation projects which is consistent with the metropolitan (long-range) transportation plan [23 CFR 450.104].

WHEREAS the TPO Board has authorized the TPO Director to perform revisions and amendments to plans, programs, and documents approved by the TPO, when such action is needed to obtain state or federal approval within a constrained timeframe. The authorization includes the following tenets:

- (i) The TPO Director shall include any such revision or amendment on the agenda of the next regularly scheduled meeting for ratification by TPO Board;
- (ii) No revision or amendment performed by the TPO Director shall substantially modify any plans, programs, or document approved by the TPO Board or result in the need to conduct a public hearing regarding such revision or amendment.

NOW THEREFORE BE IT RESOLVED that the Ocala/Marion County Transportation Planning Organization endorses the amendment of Transportation Improvement Program for FY 2024 to FY 2028.

CERTIFICATE

The undersigned duly qualified and acting Chair of the Ocala/Marion County Transportation Planning Organization hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Ocala/Marion County Transportation Planning Organization held on this 28th day of November 2023.

By: _____
Craig Curry, Chair

Attest: _____
Robert Balmes, TPO Director

Ocala Marion Transportation Planning Organization (TPO)

Governing Board Members

Commissioner Craig Curry, Marion County District 1, Chair
Councilmember Kristen Dreyer, City of Ocala District 4, Vice-Chair

Councilmember Ire Bethea, Sr., City of Ocala District 2, Chair

Commissioner Kathy Bryant, Marion County District 2

Commissioner Ray Dwyer, City of Belleview Seat 2

Mayor Kent Guinn, City of Ocala

Councilmember James Hilty, City of Ocala District 5

Councilman Tim Inskeep, City of Dunnellon Seat 3

Councilmember Barry Mansfield, City of Ocala District 1

Commissioner Matt McClain, Marion County District 3

Commissioner Michelle Stone, Marion County District 5

Commissioner Carl Zalak, III, Marion County District 4

John E. Tyler, P.E., FDOT District Five Secretary, Non-Voting

Mission

To plan for a future transportation system that is safe and accessible for the residents and visitors of our community.

Vision

A transportation system that supports growth, mobility and safety through leadership and planning.

www.ocalamariontpo.org

2710 East Silver Springs Boulevard, Ocala, FL 34470

352-438-2630

The Ocala Marion Transportation Planning Organization (TPO) is committed to ensuring that no person is excluded from the transportation planning process and welcomes input from all interested parties, regardless of background, income level or cultural identity. The TPO does not tolerate discrimination in any of its programs, services, activities or employment practices. Pursuant to Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination Act of 1975, Executive Order 13898 (Environmental Justice) and 13166 (Limited English Proficiency), and other federal and state authorities. The TPO will not exclude from participation in, deny the benefits of, or subject to discrimination, anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. The TPO welcomes and actively seeks input from the public, to help guide decisions and establish a vision that encompasses all area communities and ensure that no one person(s) or segment(s) of the population bears a disproportionate share of adverse impacts. Persons wishing to express their may do so by contacting the TPO.

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1. INTRODUCTION

Purpose

The Ocala/Marion County Transportation Planning Organization (Ocala Marion TPO) is the designated Metropolitan Planning Organization (MPO) in Marion County, Florida and is responsible for developing the Transportation Improvement Program (TIP). The **draft** Fiscal Years (FY) 2024 to 2028 TIP is a five-year schedule of transportation projects to be implemented by government agencies within the Metropolitan Planning Area (MPA) of Marion County. The TIP documents the anticipated timing and cost of transportation improvements funded by federal, state and local sources and is developed on an annual basis [23 C.F.R. 450.326(a)]. The types of projects in the TIP include all modes of transportation, such as roadway construction, operations, maintenance, repaving, bicycle and pedestrian, transit and aviation.

As stated in the Federal Highway and Transit Acts of 1962 and 1964, each urbanized area over 50,000 people must have a continuing, cooperative and comprehensive transportation process. This process, also known as the “3C” planning process, is reflected in the TIP, in conjunction with the Long-Range Transportation Plan (LRTP). The 2045 LRTP, which is also managed by the TPO, outlines the Ocala/Marion County transportation vision and goals 20 years into the future. The TIP outlines the short-term “action steps” necessary for achieving the long-term vision by programming specific transportation improvements.

Fiscal Constraint

Transportation projects contained in the TIP are financially feasible and located within the designated planning area. As a condition of receiving federal project funding, the TIP must list all highway and public transportation projects proposed for funding under Title 23 United States Code (23 U.S.C.) (highways) and 49 U.S.C. (transit). The TIP must also contain state and locally funded regionally significant transportation projects regardless of funding source. For a project to be considered financially feasible, the anticipated cost must not exceed anticipated revenue.

Consistency

All projects in the TIP are supported and documented in the 2045 LRTP. The TIP is also used to coordinate transportation projects between local, state and federal agencies, thereby ensuring the efficient use of transportation funding to Marion County. In summary, the TIP serves as the budget for carrying out the LRTP in five-year increments, and must be fully consistent.

A list of the most current Federally Obligated projects is provided in **Appendix B**. The Obligation list is a continuation of projects in the prior TIP, and in some cases started in previous TIPs (23 CFR 450.334).

TPO Planning Area

The Ocala Marion TPO is a federally-mandated public agency responsible for the planning and implementation of several modes of transportation, including highway, transit, freight, bicycle, pedestrian and paratransit. The TPO serves the cities of Belleview, Dunnellon, Ocala and Marion County. The TPO was established in 1981 after the 1980 Census determined the urbanized area of Ocala exceeded a threshold of 50,000 people. Due to rapid population growth in the 1980s, the planning boundaries of the entire county were added. Figure 1 illustrates TPO planning area which includes all of Marion County and the cities of Belleview, Dunnellon and Ocala.

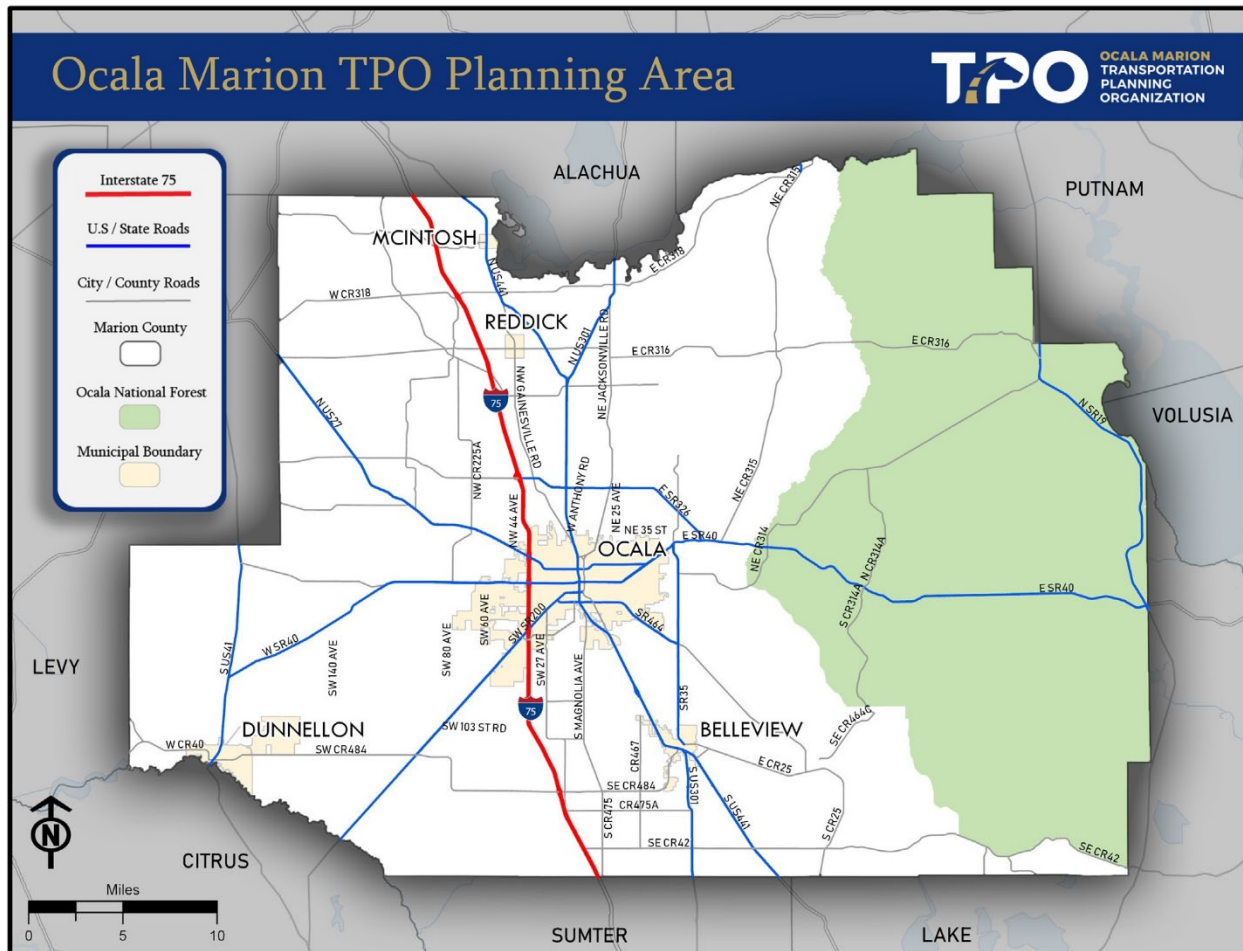


Figure 1: Map of TPO Planning Area

Development of the TIP

Public and local government involvement for the development of the TIP is accomplished through regularly scheduled meetings of the TPO's Technical Advisory Committee (TAC) and Citizens Advisory Committee (CAC) and the TPO Governing Board. The TPO strives to also engage both citizens and stakeholders to assist in the development of the TIP. The TPO seeks public input for a minimum of thirty (30) days once the Draft TIP document is publicly noticed, in accordance with 23 Code of Federal Regulation 23 C.F.R. 450.326(b). A Glossary of Terms and Acronyms used in the TIP and other TPO documents is contained in **Appendix G**.

TPO Boards and Committees

The TPO submits a draft TIP for review and feedback to the TPO's TAC and CAC. These boards/committees are composed of members who represent a variety of government organizations and stakeholders, which include the Cities of Belleview, Dunnellon, and Ocala; the Marion County School Board; the Marion County Engineering, Planning, and Tourism Departments; SunTran; the Florida Department of Transportation (FDOT); the Florida Department of Environmental Protection; and citizens of Marion County, including persons who are considered transportation disadvantaged.

The TPO also submits a draft TIP to the TPO Board for review and to receive feedback. The TPO then addresses the recommendations provided by the Board and Committees, in addition to public input, in developing the final version of the TIP. The final version of the TIP is then presented to the TPO Board for adoption in June of each year. In 2023, TPO staff presented the draft TIP to the TAC and CAC on May 9th and June 13th, the TPO Board on May 23rd and June 27th.

Public Involvement

In addition to meeting federal regulations, the TIP was developed in accordance with the TPO's Public Participation Plan (PPP) (<https://ocalamariontpo.org/plans-and-programs/public-participation-plan-ppp>). The public was provided the opportunity to comment on the draft TIP at the aforementioned TAC, CAC and TPO Board meetings. Advance public notices were provided for all committee and board meetings per Florida Sunshine Law and the TPO's PPP. The TPO sought input from the public and other stakeholders by posting on its website, social media pages (Facebook, Twitter) and sending e-blast notifications. Beginning on May 2nd, a legal notice of the draft version of the TIP was advertised in the Ocala Star Banner. The public comment period for the TIP began on May 2, 2023 and concluded on June 16, 2023. A copy of the public notice can be found in **Appendix E** and a list of public comments, including the TPO's response to each comment, can be found in **Appendix F**. On May 2nd, the TPO sent the Draft TIP for review and comment to the following partner agencies: Federal Transit Administration, Federal Highway

Administration, U.S. Forest Service, Florida Department of Transportation, Department of Economic Opportunity, Florida Commission for the Transportation Disadvantaged, East Central Florida Regional Planning Council, Marion Transit and the St. Johns River Water Management District.

Formal responses are provided to each citizen comment submitted to the TPO by email, mail or phone. Citizens are provided a formal response by the TPO and made aware how their public comment is documented, and how it may be addressed if related to a specific project(s) in the current TIP. In cases where further follow up is required, such seeking project background information, additional contact is made with the citizen by TPO staff. All citizen, TPO committee, TPO Board and partner agency comments and corresponding TPO responses are summarized in **Appendix F**.

Joint Certification

The most recent joint certification between the Ocala Marion TPO and FDOT was completed on March 28, 2023 through action by the TPO Board. FDOT certified the TPO's transportation planning process for Fiscal Year 2023. The next certification review will occur from February to March of 2024.

Consistency with Other Plans

The projects and project phases listed in the FY 2024 to 2028 TIP are consistent with the local public transit development plan (SunTran), aviation, and the approved local government comprehensive plans for governments within the TPO's MPA [s.339.175(8)(c)(7), F.S.]. The TIP is consistent with the Ocala Marion TPO's 2045 LRTP, Florida Transportation Plan (FTP), Strategic Intermodal System (SIS) Policy Plan, Strategic Highway Safety Plan (SHSP), Freight Mobility and Trade Plan (FMTP), Transportation Asset Management Plan (TAMP), TPO Congestion Management Process (CMP) and SunTran Transportation Development Plan (TDP).

2045 Long Range Transportation Plan (LRTP)

In addition to documenting Marion County's long-term vision and goals for transportation, the 2045 LRTP includes a Needs Assessment and a Cost Feasible Plan. These two sections detail the specific projects to fulfill the County's long-term vision and goals. In order to remain current with the changing needs of Marion County, the Ocala Marion TPO updates the LRTP every five years. The 2045 LRTP was adopted by the TPO Board on November 24, 2020, and amended on November 29, 2022. A list of TIP projects referenced in the 2045 LRTP is found in **Appendix I**. (<https://ocalamariontpo.org/plans-and-programs/long-range-transportation-plan-lrtp>).

Florida Transportation Plan (FTP)

The Florida Transportation Plan (FTP) serves as the state’s long-range transportation vision and policy plan. The FTP focuses on ways to improve safety, provide a more efficient transportation system, meet the needs of a changing population, create a more competitive economy, enhance the overall quality of life and environment, increase access to transit and address emerging technologies. (<http://floridatransportationplan.com>)

Strategic Intermodal System (SIS) 2022 Policy Plan

The Strategic Intermodal System (SIS) 2022 Policy Plan establishes the policy framework for planning and managing Florida’s Strategic Intermodal System, a network of transportation facilities that serves as the state’s highest priority for transportation capacity investments. The Governor and Legislature established the SIS in 2003 to focus state resources on facilities most significant for promoting the state’s economic competitiveness, including interregional, interstate and international travel. The SIS is the primary tool for implementing the Florida Transportation Plan (FTP). A map of the SIS can be found in **Appendix C**. Additionally, TIP projects supporting the SIS are noted in the individual project pages (SIS Project).

(<https://www.fdot.gov/planning/sis/default.shtm>)

Florida’s Strategic Highway Safety Plan (SHSP)

The Florida’s 2021 to 2025 Strategic Highway Safety Plan (SHSP) was adopted in March 2021. This was an update to the prior plan, and completed in coordination with all 27 Florida MPO/TPO’s. Florida’s SHSP outlines a focus on safety programs to reduce crashes, serious injuries and fatalities to achieve zero traffic deaths and serious injuries. A set of 12 emphasis areas organized into three categories (Roadways, Road Users, User Behavior) provide the foundation for improving safety. (<https://www.fdot.gov/safety/shsp/shsp.shtm>)

Freight Mobility and Trade Plan (FMTP)

FDOT’s Freight Mobility and Trade Plan (FMTP) defines policies and investments that will enhance Florida’s economic development efforts into the future. The FMTP’s Investment Element is specifically intended to identify freight needs, identify criteria for state investments in freight, and prioritize freight investments across modes. FDOT updated the FMTP in spring 2020.

(<https://www.fdot.gov/rail/plandevol/freight-mobility-and-trade-plan>)

Transportation Asset Management Plan (TAMP)

The Transportation Asset Management Plan (TAMP) outlines a process for effectively operating, maintaining, and improving physical transportation assets within Florida. The plan also provides detailed information, such as the department’s assets, asset management strategies, and long-term expenditure forecasts to inform decision-making at both the State and Local levels.

Congestion Management Plan (CMP)

Maintenance of a Congestion Management Process (CMP) is required for all TPOs under Florida Statute (F.S.) [339.175 (6)(c)1]. Guidance from the Final Rule on the CMP states the intent of the process is to, “address congestion management through a process that provides for safe and effective integrated management and operation of the multimodal transportation system”.

The Ocala Marion TPO has developed the CMP to improve traffic operations and safety through the use of either strategies that reduce travel demand or the implementation of operational improvements. Recommendations in the CMP typically support improved travel conditions through the implementation of lower-cost improvements or strategies that can be implemented in a relatively short time frame (5-10 years) compared to traditional capacity improvements, such as adding travel lanes, which can be more time-consuming and expensive.

The TPO completed a major update to the CMP in 2021, including policies and procedures and state of system elements. The CMP update was completed to meet state statutes and support with prioritizing project needs, and to also serve as a resource to local government partners.

The CMP State of the System section is being updated in 2023

<https://ocalamariontpo.org/congestion-management-process-cmp>).

Transit Development Plan (TDP)

The Transit Development Plan (TDP) represents the vision for public transportation in Marion County for a 10-year horizon. The TDP was updated by SunTran in 2022 to ensure transit services offered meet the mobility needs of local communities. Specifically, the TDP details SunTran’s transit and mobility needs, cost and revenue projections, and community transit goals, objectives, and policies in Marion County

<https://www.ocalafl.org/government/city-departments-i-z/suntran>).

TIP Revisions

Revisions to the TIP may be required following approval of the document by the TPO Board and State and Federal agencies. Revisions to the TIP are required when projects are changed, added or deleted. TIP Amendments require TPO Board action and opportunity for public comment. TIP modifications to not require TPO Board action or public comment (23 C.F.R. 450.104). As summarized in the FDOT MPO Management Handbook, there are four types of TIP revisions.

TIP Modification

A TIP modification includes minor changes such as to project phase costs, funding sources and project initiation dates. TIP Modifications are less than 20 percent and \$2 million.

TIP Amendment

A TIP amendment involves major changes to project such as a deletion, addition, project cost increase (over 20 percent and \$2 million), design concept or project scope.

Roll Forward Amendment

Projects programmed in the prior TIP that were not authorized by the end of the state fiscal year (June 30) may be authorized between July 1 and September 30, and included in an annual Roll-Forward TIP report to be amended in the new TIP. The Roll Forward amendment process must occur prior to the start of the federal fiscal year, which is October 1. The TPO Board adopts Roll Forward TIP Amendment each year. The Roll Forward Report is contained in Appendix K.

Administrative TIP Amendment

Projects that are added to year one of the FDOT Tentative Work Program will not be recognized by FHWA until their fiscal year on October 1. Administrative amendments are permitted between the state fiscal year period of July 1 to September 30 to fill the gap until the federal fiscal year begins on October 1.

Transportation Disadvantaged

The Transportation Disadvantaged (TD) program is a statewide program that provides vital transportation to medical appointments, employment, educational and other life sustaining services. Persons eligible for TD services include those with a mental or physical disability, income level at or below 150% of the Federal Poverty Guideline; age 60 and older; or under 16 years old.

In Marion County, TD transportation services are provided by Marion Transit. As a result of the overlap between the TD service area and the TPO service area, TD projects and funding are included in the TIP. Therefore, the TIP is developed in conjunction with Marion Transit, which also serves as the Community Transportation Coordinator (CTC) for Marion County.

<https://www.mariontransit.org>.

Efficient Transportation Decision Making

Efficient Transportation Decision Making (ETDM) is a process used by FDOT to incorporate environmental, physical, cultural and community resource considerations into transportation planning to inform project delivery. FDOT screens some of the projects in the TIP through the ETDM process. Public information for these projects is available at:

<https://etdmpub.fl-a-etat.org/est>.

2. PERFORMANCE MANAGEMENT

Performance Based Planning

Federal transportation law requires state departments of transportation (DOT), TPO/MPOs, and public transportation providers to conduct performance-based planning by tracking performance and establishing data-driven targets to assess progress toward achieving goals. Performance measures are the quantitative expressions used to evaluate progress toward the goals. Performance targets are quantifiable levels of performance to be achieved within a specified time period. Overall, performance-based planning supports the efficient investment of transportation funds by increasing accountability, providing transparency, and linking investment decisions to key outcomes related to seven national goals established by Congress [23 CFR 490 or [23 USC 150(b)]:

1. Safety

To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.

2. Infrastructure Condition

To maintain the highway infrastructure asset system in a state of good repair.

3. Congestion Reduction

To achieve a significant reduction in congestion on the National Highway System (NHS).

4. System Reliability

To improve the efficiency of the surface transportation system.

5. Freight Movement and Economic Vitality

To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.

6. Environmental Sustainability

To enhance the performance of the transportation system while protecting and enhancing the natural environment.

7. Reduced Project Delivery Delays

To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.

Performance Measures and Targets

The Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) have created highway and transit performance measures and requirements for State DOTs, TPO/MPOs and transit operators to establish and report performance targets for each performance measure. In order to determine the amount of progress made for each performance measure, the aforementioned agencies and organizations must establish baseline data and performance targets; benchmarks used to determine whether transportation investments make progress in achieving national goals; and performance measures.

Once each State DOT develops its own performance targets for each performance measure, TPOs/MPOs are provided the option to either adopt state and/or transit agency targets, or develop their own targets. Appendix D contains Transportation Performance Management Fact Sheets published by FDOT in February 2023.



Safety



Pavement and Bridge Condition



System Performance



Transit Asset Management and Transit Safety



Safety (PM1)

In March 2016, FHWA published the Highway Safety Improvement Program (HSIP) and Safety Performance Management (Safety PM) Measures Final Rule (PM1), effective April 14, 2016. The Safety PM Final Rule established safety performance measures to assess serious injuries and fatalities on all public roadways and carry out the HSIP. Additionally, the Safety PM Final Rule established a process for both State DOTs and TPOs to develop and report their safety targets and for FHWA to assess whether they have met, or are making significant progress toward meeting, their safety targets. The legislation works to improve data; foster transparency and accountability; and allow safety progress to be tracked at the national level. The HSIP annual report documents the statewide performance targets.

As outlined in the Safe System approach promoted by FHWA, the death or serious injury by any person is unacceptable. Consequently, the TPO and FDOT are fully committed to Vision Zero. FDOT has set a statewide target of “0” for all five safety performance measures. Vision Zero and Target Zero are discussed in greater detail in the Strategic Highway Safety Plan and the Florida Transportation Plan. FDOT set safety performance targets on August 27, 2022. The TPO was then required within 180 days to either adopt FDOT’s targets or set their own targets.

On February 27, 2018, the Ocala Marion TPO Board first adopted safety performance targets to better track progress and reflect greater accountability to the public. In November 2022, the TPO Board adopted Commitment to Zero: An Action Plan for Safer Streets in Ocala Marion. Integrating the adopted targets with Commitment to Zero will be a part of the planning process. By adopting its own safety performance targets, the TPO is required to annually update targets. On February 28, 2023, the TPO Board again adopted its own quantifiable safety targets. Figure 2 displays the safety performance targets in 2023 and also 2022 from FDOT and the TPO.

The TPO is committed to improving safety for all roadway users, which is demonstrated through planning and programming activities. The TIP includes specific investment priorities by using a project-prioritization and project-selection process that is based on the anticipated effect of reducing both fatal and serious injury crashes. The TPO also collects and analyzes crash data and trends, which are addressed in the Commitment to Zero planning project. Additionally, the TPO participates in the Marion County Community Traffic Safety Team (CTST).

Safety Performance Measures	FDOT Targets (2023)	TPO 2022 Targets (not to exceed)	TPO 2022 Results	TPO 2023 Targets (not to exceed)
Number of Fatalities	0	98	109	101
Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT)	0	2.08	2.35	2.14
Number of Serious Injuries	0	378	492	417
Rate of Serious Injuries per 100 Million VMT	0	8.02	10.62	8.88
Number of Non-motorized Fatalities and Non-motorized Serious Injuries	0	57	56	56

Figure 2: Safety Performance Measure Targets and Results



Pavement and Bridge Condition (PM2)

In January 2017, the FHWA published the Pavement and Bridge Condition Performance Measures Final Rule (PM2). The second FHWA performance measure rule established six performance measures to assess pavement conditions and bridge conditions for the National Highway System (NHS). A map of the NHS in Marion County can be found in **Appendix C**.

The **Pavement** condition measures represent the percentage of lane-miles on the Interstate and non-Interstate NHS that are in good or poor condition. FHWA established five pavement condition metrics: International Roughness Index (IRI); cracking percent; rutting; faulting; and Present Serviceability Rating (PSR). FHWA set a threshold for each metric to establish good, fair, or poor condition. A pavement section is classified as being in good condition if three or more metric ratings are good, and in poor condition if two or more metric ratings are poor. Pavement sections that are not good or poor are classified as fair.

The **Bridge** condition measures represent the percentage of bridges, by deck area, on the NHS that are in good condition or poor condition. The condition of each bridge is evaluated by assessing four bridge components: deck, superstructure, substructure, and culverts. The Final Rule created a metric rating threshold for each component to establish good, fair, or poor condition. If the lowest rating of the four metrics is greater than or equal to seven, the structure is classified as good. If the lowest rating is less than or equal to four, the structure is classified as poor. If the lowest rating is five or six, it is classified as fair.

FDOT established two-year and four-year statewide targets for bridge and pavement condition

on December 16, 2022. The TPO was required to adopt the state targets, or set their own no later than June 14, 2023. On March 28, 2023, the TPO Board agreed to adopt the two- and four-year state targets for pavement and bridge condition. The two-year and four-year targets represent bridge and pavement conditions at the end of both target years.

Figure 3 displays the adopted two- and four-year pavement and bridge targets, with 2021 results only as a frame of reference. The TPO will monitor and report on the 2023 and 2025 results in future reporting to the TPO Board, Committees and public.

Pavement and Bridge Condition Performance Measures (PM2)	FDOT/TPO 2023 Target (2-Year)	FDOT/TPO 2025 Target (4-Year)	TPO Target Results (2021)
Pavement Condition			
Percent of Interstate pavements in Good condition	60%	60%	64.0%
Percent of Interstate pavements in Poor condition	5.0%	5.0%	0.0%
Percent of non-Interstate NHS pavements in Good condition	40%	40%	51.5%
Percent of non-Interstate NHS pavements in Poor condition	5.0%	5.0%	0.3%
Bridge Condition			
Percent of NHS bridges by deck area in Good condition	50%	50%	59.2%
Percent of NHS bridges by deck area in Poor condition	10%	10%	0.0%

Figure 3: Performance Measure Targets and Results – Pavement and Bridge Condition



System Performance (PM3)

In January 2017, FHWA published the System Performance, Freight, and Congestion Mitigation and Air Quality (CMAQ) Performance Measures Final Rule (PM3). The third and final Performance Measures Rule, established six measures to assess the performance of the NHS, freight movement on the Interstate System, and traffic congestion and on-road mobile source emissions for the CMAQ program.

There are two NHS performance measures that represent the reliability of travel times for all vehicles on the Interstate and non-Interstate NHS. FHWA established the Level of Travel Time Reliability (LOTTR) metric to calculate reliability on both the Interstate and non-Interstate NHS. LOTTR is defined as the ratio of longer travel times (80th percentile) to a normal travel time (50th percentile) during four time periods from the hours of 6 AM to 8 PM each day (AM peak, midday,

and PM peak on Mondays through Fridays and weekends). The LOTTR ratio is calculated for each segment of applicable roadway. A segment is reliable if its LOTTR is less than 1.5 during all time periods. If one or more time periods has a LOTTR of 1.5 or above, that segment is unreliable. The measures are expressed as the percentage of person- miles traveled on the Interstate and non-Interstate NHS that are reliable.

The single freight movement performance measure represents the reliability of travel times for trucks on the Interstate System. FHWA established the Truck Travel Time Reliability (TTTR) Index, which is defined as the ratio of longer truck travel times (95th percentile) to a normal truck travel time (50th percentile). The TTTR is generated by dividing the longer truck travel time by a normal travel time for each segment of the Interstate system over five time periods from all hours of each day (AM peak, midday, and PM peak on Mondays through Fridays, overnights for all days, and weekends). This is averaged across the length of all Interstate segments in the state or MPO planning area to determine the TTTR index.

There are three traffic congestion and on-road mobile source emissions performance measures that represent peak hour excessive delay per capita (PHED), non- single occupancy vehicle (SOV) travel, and total on- road mobile source emissions reductions. The TPO meets all current air quality standards and is not subject to establishing targets for these performance measures.

FDOT established two-year and four-year statewide targets for **System Performance** on December 16, 2022. The TPO is required to adopt the state targets, or set their own no later than June 14, 2023. On March 28, 2023, the TPO Board agreed to adopt the two- and four-year state targets. The targets represent system performance at the end of both target years. Results from 2021 are provided as information. The TPO will monitor and report on the 2023 and 2025 results in future reporting to the TPO Board, Committees and public. Figure 4 displays the most current System Performance measure targets and results.

System Performance Measures (PM3)	FDOT/TPO 2023 Target (2-Year)	FDOT/TPO 2025 Target (4-Year)	TPO Target Results (2021)
Percent of person-miles on the Interstate system that are reliable (Interstate LOTTR)	75%	70%	100%
Percent of person-miles on the non-Interstate NHS that are reliable (Non-Interstate NHS LOTTR)	50%	50%	95.9%
Truck Travel Time Reliability (TTTR)	1.75	2.00	1.74

Figure 4: Performance Measure Targets and Results - System Performance



Transit Asset Management and Safety

On July 26, 2016, the FTA published the final Transit Asset Management rule, which requires that public transportation providers develop and implement transit asset management (TAM) plans, establish “state of good repair” standards and establish performance measures for four asset categories; rolling stock, equipment, transit infrastructure and facilities.

SunTran, the local public transit agency that operates primarily in the city of Ocala and in parts of unincorporated Marion County, includes seven fixed bus routes contracted through a third-party company. As the administrative body to SunTran, the City of Ocala is responsible for setting performance targets for Transit Asset Management. In January 2023, the City of Ocala set transit asset management targets, thereby agreeing to plan and program projects in the TIP that, once implemented, will make progress toward achieving the transit asset targets (Figure 5). SunTran coordinates with FDOT on reporting targets to FTA through the National Transit Database (NTD). SunTran also coordinates with the TPO on a continuous basis and participates as a member of the Technical Advisory Committee (TAC).

Figure 5 displays the percentage of SunTran’s assets that have met or exceeded their Useful Life Benchmark (ULB) for each asset class in 2023 and their performance targets for the next four years. FTA defines ULBs as “... the expected lifecycle or the acceptable period of use in service for a capital asset, as determined by a transit provider, or the default benchmark provided by the FTA.” The performance targets assume the assets are replaced as they reach their ULB.

Transit Asset Class	2023 Performance	2024 Target	2025 Target	2026 Target	2027 Target
Rolling Stock					
Buses	0%	0%	0%	0%	0%
Cutaways	0%	0%	0%	0%	0%
Equipment					
Non-Revenue Vehicles	50%	25%	0%	0%	0%
Facilities					
Administrative and Maintenance Facility	0%	0%	0%	0%	0%

Figure 5: Performance Measure Targets and Results - Transit Asset Management

On July 19, 2018, the FTA published the Public Transportation Agency Safety Action Plan (PTASP) regulation, 49CFR Part 673, as required by 49 U.S.C. 5329(d). The effective date of the regulation was July 19, 2019, but was extended to December 31, 2020 due to the global pandemic. The PTASP regulation implements a risk-based Safety Management System approach and requires all recipients and sub-recipients of federal transit financial assistance to establish and certify an Agency Safety Plan and corresponding safety performance targets. TPO/MPO's then have 180 days from the adoption of the PTASP targets set by the public transit agency (SunTran) to adopt or develop their own independent targets.

In November 2020, SunTran updated a PTASP, and then approved an update in January 2023. The update included reaffirmed safety targets as displayed in Figure 6.

SunTran Safety Performance Targets							
Performance Targets based on collected data from the previous three years							
Mode of Transit Service	Fatalities Total	Fatalities (per 100k vehicle revenue miles VRM)	Injuries Total	Injuries (per 100k vehicle revenue miles VRM)	Safety Events Total	Safety Events (per 100k vehicle revenue miles VRM)	System Reliability (VRM/failures)
Fixed Route Bus	0	0	1	.20	5	1.03	7,492
ADA Paratransit	0	0	0	0	0	0	0

Figure 6: Performance Measure Targets and Results - Transit Safety Targets

3. FINANCIAL PLAN

The FY 2024 to 2028 TIP includes a financial element that demonstrates how the approved projects can be implemented, indicates the sources of funding that are reasonably expected to be made available, and recommends any additional financing strategies for needed projects and programs (23 CFR 350.326).

The FY 2024 to 2028 TIP is financially constrained each year, meaning projects must be implemented using reasonably expected revenue sources. Projects in the TIP must use Year of Expenditure (YOE) dollars, which are dollars adjusted for inflation from the present time to the expected year of construction. The TIP includes the public and private financial resources that are reasonably expected to be available in order to accomplish the program.

All projects in the TIP are designated for funding from Title 23 and 49 of U.S.C funding sources and regional transportation projects requiring federal action. Projects in the TIP are also derived from the FDOT Work Program and must include a balanced 36-month forecast of revenue and expenditures and a five-year finance plan supporting the FDOT Work Program (339.135, Florida Statute, F.S.). Additionally, only projects that are reasonably expected to be funded may be included in the TIP.

Figures 7 to 10 display TIP financial summary information as follows.

Funding Categories and Associated Funding Sources (Figure 7)

A listing of the types of funding categories for projects in the TIP, including the sources of funding (Federal, State, Local).

Total Funding by Category and Fiscal Year (Figure 8)

A summary of funding by category and fiscal year, including the TIP five-year total.

Funding Summary by Source (Figures 9, 10)

A summary of funding by source (Federal, State, Local) and by fiscal year, including the TIP five-year total.

A summary of funding by mode/type, including Aviation, Bicycle/Pedestrian, Highway/Roadway, Ongoing Maintenance, Transit and Other funding sources.

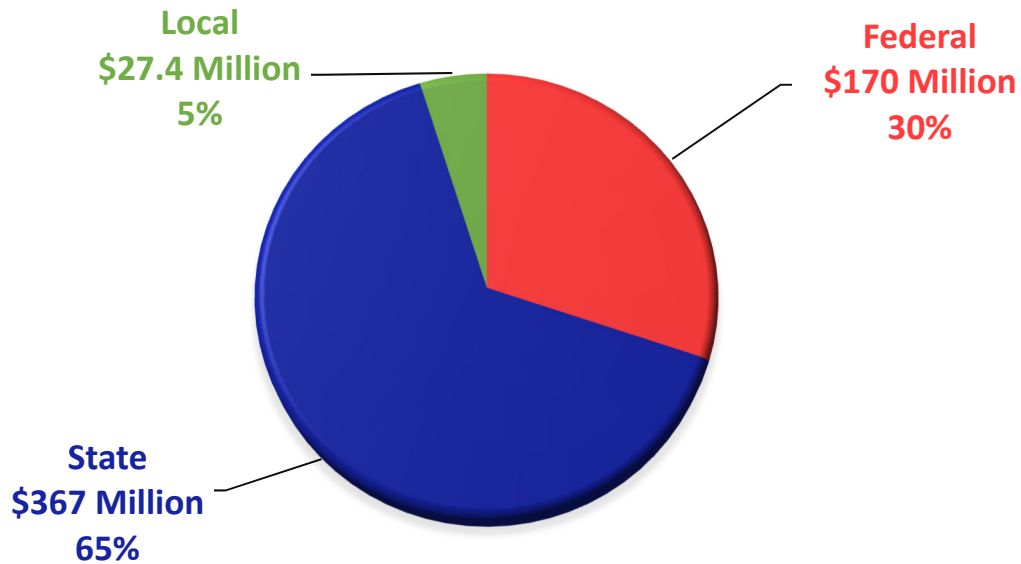
Acronym	Funding Category	Funding Source
ACFP	Advanced Construction Freight Program	Federal
ACNP	Advanced Construction NHPP	Federal
ACNR	Advanced Construction National Highway Resurfacing	Federal
ACSL	Advanced Construction, Urban Areas under 200,000	Federal
ACSM	Advanced Construction, Population 5,000 to 49,999	Federal
ACSS	Advanced Construction (SS)	Federal
ART	Arterial Highways Program	State
BRRP	Bridge Repair/Rehabilitation	State
CARM	Carbon Reduction, Population 5,000 to 49,999	Federal
CARN	Carbon Reduction, Urban Areas under 5,000	Federal
CIGP	County Incentive Grant Program	State
D	Unrestricted State Primary	State
DDR	District Dedicated Revenue	State
DIH	District In-House	State
DPTO	Public Transportation Office, State	State
DRA	Rest Areas	State
DS	State Primary Highways & Public Transportation Office	State
DU	State Primary, Federal Reimbursement Funds	Federal
DWS	Weigh Stations	State
FAA	Federal Aviation Administration	Federal
FCO	Fixed Capital Outlay	State
FTA	Federal Transit Administration	Federal
GFEV	General Fund Electric Vehicle Charging Program	Federal
LF	Local Funds	Local
MFF	Moving Florida Forward	State
PL	Metropolitan Planning	Federal
SA	Surface Transportation Program, Any Area	Federal
SL	Surface Transportation Program, Population <=200K	Federal
SM	Surface Transportation, Population 5,000 to 49,999	Federal
SN	Surface Transportation Program, Population <=5K	Federal
TALL	Transportation Alternative Program, Population <=200K	Federal
TALM	Transportation Alternative, Population 5,000 to 50,000	Federal
TALN	Transportation Alternative Program, Population <=5K	Federal
TALT	Transportation Alternative Program, Any Area	Federal
TRIP	Transportation Regional Incentive Program	State
TRWR	Wheels on the Road, TRIP	State

Figure 7: List of Funding Categories and Associated Funding Sources

Funding Category	2024	2025	2026	2027	2028	Total
ACFP	\$46,260	\$0	\$0	\$0	\$0	\$46,260
ACNP	\$0	\$15,485,998	\$0	\$0	\$0	\$15,485,998
ACNR	\$0	\$10,387,638	\$19,620,000	\$0	\$0	\$30,007,638
ACSL	\$4,803,505	\$0	\$0	\$0	\$0	\$4,803,505
ACSM	\$950,308	\$0	\$0	\$0	\$0	\$950,308
ACSS	\$2,129,372	\$800,000	\$651,265	\$707,490	\$0	\$4,288,127
ART	\$17,925,000	\$6,859,495	\$0	\$0	\$0	\$24,784,495
BRRP	\$50,000	\$1,553,150	\$0	\$0	\$0	\$1,603,150
CARM	\$132,135	\$0	\$0	\$0	\$0	\$132,135
CARN	\$713,333	\$0	\$0	\$0	\$0	\$713,333
CIGP	\$100,000	\$7,719,117	\$0	\$0	\$0	\$7,819,117
D	\$3,934,236	\$4,658,250	\$4,671,881	\$4,741,410	\$2,753,793	\$20,759,570
DDR	\$4,545,175	\$19,505,969	\$18,072,678	\$822,460	\$39,930,523	\$82,876,805
DIH	\$948,167	\$442,436	\$88,508	\$8,086	\$57,950	\$1,545,147
DPTO	\$771,931	\$1,753,701	\$815,036	\$839,487	\$864,672	\$5,044,827
DS	\$13,731,125	\$145,153	\$27,925,979	\$0	\$9,502,804	\$51,305,061
DU	\$909,849	\$937,146	\$965,259	\$993,939	\$0	\$3,806,193
DWS	\$0	\$0	\$532,902	\$0	\$0	\$532,902
FAA	\$3,937,500	\$2,250,000	\$5,850,000	\$0	\$0	\$12,037,500
FCO	\$8,833,600	\$1,372,000	\$0	\$0	\$0	\$10,205,600
FTA	\$19,203,237	\$3,188,236	\$3,347,648	\$3,515,030	\$3,690,782	\$32,944,933
GFEV	\$3,100,000	\$1,500,000	\$0	\$0	\$0	\$4,600,000
LF	\$14,767,562	\$5,119,358	\$2,834,707	\$2,912,184	\$1,787,367	\$27,421,178
MFF	\$153,426,000	\$0	\$0	\$0	\$0	\$153,426,000
PL	\$979,165	\$676,473	\$683,366	\$683,366	\$683,366	\$3,705,736
SA	\$0	\$5,087,136	\$3,054,957	\$0	\$439,015	\$8,581,108
SL	\$2,656,602	\$7,918,226	\$5,153,307	\$4,452,800	\$9,150,456	\$29,331,391
SM	\$1,800,379	\$0	\$7,465	\$0	\$0	\$1,807,844
SN	\$298,864	\$4,449,780	\$748,180	\$0	\$2,946,564	\$8,443,388
TALL	\$711,954	\$1,573,864	\$688,148	\$0	\$0	\$2,973,966
TALM	\$159,173	\$0	\$0	\$0	\$0	\$159,173
TALN	\$848,827	\$0	\$0	\$0	\$0	\$848,827
TALT	\$1,305,301	\$2,598,306	\$513,244	\$0	\$0	\$4,416,851
TRIP	\$0	\$3,296,401	\$0	\$0	\$0	\$3,296,401
TRWR	\$0	\$3,738,591	\$0	\$0	\$0	\$3,738,591
Total:	\$263,718,560	\$113,016,424	\$96,224,530	\$19,676,252	\$71,807,292	\$564,443,058

Figure 8: 5-Year Summary of Total Funding by Category and Fiscal Year

Funding Source	2024	2025	2026	2027	2028	Total
Federal	\$44,685,764	\$56,852,803	\$41,282,839	\$10,352,625	\$16,910,183	\$170,084,214
State	\$204,265,234	\$51,044,263	\$52,106,984	\$6,411,443	\$53,109,742	\$366,937,666
Local	\$14,767,562	\$5,119,358	\$2,834,707	\$2,912,184	\$1,787,367	\$27,421,178
Total:	\$263,718,560	\$113,016,424	\$96,224,530	\$19,676,252	\$71,807,292	\$564,443,058



Figures 9, 10: 5-Year Funding Summary by Source

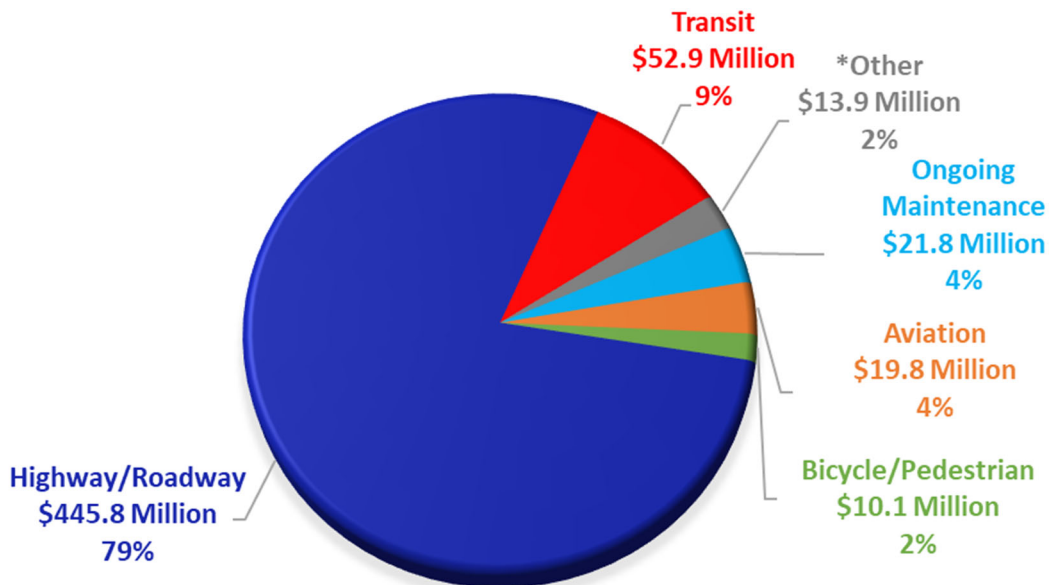


Figure 11: 5-Year Funding Summary by Mode/Type

*Grants, FDOT Operations

4. PROJECT PRIORITIZATION PROCESS

Overview

The project prioritization process of the TPO is undertaken during the development of the LRTP and annual List of Priority Projects (LOPP). During the development of the LRTP, once the identified projects have been determined as “needs”, TPO committees, TPO staff and the TPO Board prioritizes the projects based on cost feasibility, using revenue forecasting from local, state and federally published sources. The result is the ‘Cost Feasible Plan’ of the LRTP, which then becomes a prioritized project list. This list becomes part of the TPO’s annual List of Priority Projects (LOPP) process. On an annual basis, a revised LOPP is developed collaboratively by the TPO with local partners, committee input and TPO Board approval. The LOPP is submitted to FDOT annually for projects to be considered in the next Tentative Work Program for funding. FDOT will decide which projects from the LOPP can be reasonably funded with the cost/funding projections. The LOPP is a process undertaken to identify the highest priority projects in Marion County to receive consideration for federal and state funding. For further information about the LOPP process, please access the TPO website at: <https://ocalamariontpo.org/priority-project-list>.

Methodology

In 2022, the TPO modified its annual LOPP prioritization process. The revised process continues to place an emphasis on prioritizing projects based on criteria score. This includes projects closest to receiving construction funding; meet federal performance measures; are multimodal; improve safety and resilience; programmed funding; and/or include local funding and partnerships. A strategic refinement methodology is also applied to include necessary adjustments to address partner feedback. Overall, this approach involves collaboration with the cities of Belleview, Dunnellon, Ocala, Marion County and FDOT to develop an annual LOPP. The end-results of the process are a set of nine project lists, including an overall Highest Priority Project List.

The TPO’s project prioritization process is consistent with state statute (F.S. 339.1758b), federal law (23 C.F.R 450.332b), the 2045 LRTP, and with local aviation master plans, public transit development plans, and the approved local government comprehensive plans within the TPO planning area, to the maximum extent feasible [339.175(8)(c)(7), F.S.].

Project Ranking

The priority projects ranking criteria is tied directly to the adopted 2045 LRTP Goals and Objectives, federally required performance measures and local priorities. The goals from the 2045 LRTP that are used in this prioritization and selection process include:

- Optimization and Preserve Existing Infrastructure;
- Focus on Improving Safety and Security of the Transportation System;
- Provide Efficient Transportation that Promotes Economic Development;
- Promote Travel Choices that are Multimodal and Accessible;
- Protect Natural Resources and Create Quality Places; and
- Ensure the Transportation System Meets the Needs of the Community.

The ranking criteria are grouped into the following ten categories and are summarized as follows:

1. **Prior Year Rank:** An emphasis on prior project ranking to help support program stability and advancement toward implementation.
2. **Project Cycle:** The status of projects in their development phase with an emphasis on the most weight given to projects that are ready for construction.
3. **Local Funding Commitment:** Projects receive points for including a local match commitment.
4. **Regional Connectivity and Partnerships:** Projects that involve a formal partnership between two or more jurisdictions and coordination between two or more jurisdictions.
5. **Safety:** Points given for being located on a roadway segment with a five-year history of serious injury and fatality crashes. Additional points for projects located on the Commitment to Zero High Injury Network.
6. **Congestion Management:** Points given for being located on the most up to date Congestion Management Plan Congested Corridors.
7. **Multimodal:** A sidewalk, trail and/or bicycle facility are given points and also receive additional points for connecting to existing multimodal facilities in Marion County.
8. **Transportation Resilience:** Points given for being located on an existing Florida Evacuation Route or connection to an Evacuation Route.
9. **Economic Development and Logistics:** Points given for connecting to or serving employment growth areas of Marion County, along with connecting to or being located on a facility that supports freight activity centers.
10. **Equity:** Projects that are located in one of three disadvantaged areas of Marion County as identified and mapped in the 2045 LRTP.

A complete summary of the LOPP ranking and scoring methodology and most up to date project lists are available on the TPO website.

The **2023 List of Priority Projects (LOPP), Top 20 Priorities** is provided in Figure 12 on the next page. The complete set of priority project lists may be found on the TPO's website:

<https://ocalamariontpo.org/priority-project-list/>.

Figure 12: 2023 List of Priority Projects (LOPP), Top 20 Priorities

2023 Rank	FDOT Project Number	Project Name/Limits	Description	Current TIP/Tentative Work Program Phase(s)	Current TIP/Tentative Work Program Funding	Proposed Phase(s)	Funding Requested
1	435209-1	I-75 at NW 49th Street Interchange	Construction of a new interchange and roadway extension from on NW 49th Avenue from NW 44th Avenue to NW 35th Street Road	CST	\$33,565,826		
2	433652-1	SR 40 Intersection at SW 40th Avenue	Traffic operations, turn lanes near I-75 interchange at SW 40th intersection on SR 40	ROW	\$617,748	CST	\$5,500,000
3	435547-3	NW 44th Avenue, SR 40 to NW 11th St	Construction of four new roadway lanes	CST	\$9,000,000		
4		NW 80th/70th from north of SR 200 to north of US 27	Widening to four lanes			DES, ROW, CST	\$92,100,000
5		SW 44th Avenue from SR 200 to SW 20th	Four-Lane roadway construction			CST	\$4,000,000
6		SW 44th Avenue from SW 20th to SR 40	Addition of two lanes to complete four lane roadway			CST	\$2,550,000
7	450918-1	CR 484 Penn Avenue Multimodal	Roadway reconstruction, shared use path connection from downtown Dunnellon to Blue Run Park	PE, CST	\$2,537,000		
8	238648-1	US 41 from SW 110th to north of SR 40	Widening to four lanes, sidewalks, shared-use path, shoulders	CST	\$62,027,312		
9	410674-2	SR 40 from End of four lanes to CR 314	Reconstruction, widening to four lanes, new bridges, medians			CST	\$103,000,000
10		US 27/I-75 Interchange Operations, NW 44th to NW 35th	Safety and operational improvements at interchange area and intersections			PE, CST	\$29,341,000
11	450340-1	Emerald Road Extension	92nd Loop to FN Railroad Connection	ROW, CST	\$9,650,000	CST	\$4,000,000
12	237988-1	SR 40 at SR 35 intersection	Construction of a roundabout at the intersection			PE, ROW, CST	\$18,600,000
13		SW 49th from Marion Oaks Trail to SW 95th	Construction of a four lane divided roadway			ROW, CST	\$16,830,000
14	238651-1	SR 200 from Citrus County to CR 484	Widening to four lanes and pedestrian/wildlife underpass connecting Cross Florida Greenway			DES, CST	\$37,800,000
15	433660-1	US 441 (Pine Avenue) at SR 464 (SE 17th)	Intersection/Turn lane improvements	PE, CST	\$3,388,554		
16		CR 484 from SW 49th Ave to CR 475A	Widening to six lanes, bridge replacement at I-75			PD&E, DES, ROW, CST	\$55,000,000
17	449443-1	NE 8th Avenue from SR 40 to SR 492	Construction of roundabouts on NE 8th Avenue	CST	\$4,452,800		
18		CR 484 from Marion Oaks Pass to SR 200	Widening to six lanes			PD&E, DES, ROW, CST	\$22,000,000
19		SW 80th Ave. from north of 38th St. to SR 40	Widening of roadway to four lanes			DES, ROW, CST	\$25,000,000
20		SR 35 and SR 464 Intersection Flyover	Flyover of SR 35 at SR 464			PE, DES, ROW, CST	\$39,600,000

5. PROJECTS

Overview

The FY 2024 to 2028 TIP projects are grouped into seven categories. All projects are also summarized in individual project pages by category to support an accessible and user-friendly format for the citizens of Marion County.

Seven TIP Project Categories:

- **Interstate:** I-75
- **U.S. Routes:** US 27, US 41, US 301, US 441
- **State and Local Routes:** City and County Roads, State Roads (e.g., SR 200)
- **Bicycle and Pedestrian:** Park Trails, Sidewalks and Trails on City, County and State Roads
- **Aviation (Airport):** Ocala International Airport, Marion County Airport
- **Transit, Funding and Grants:** Marion Transit, SunTran, TPO, Other
- **ITS and Maintenance:** Operations, Aesthetics, Asset Management (repaving, rehabilitation, shoulders, bridges, lighting), ongoing Maintenance

Appendix H contains a summary of changes to major regional transportation projects from the previous Fiscal Years 2023 to 2027 TIP. **Appendix J** contains a companion “snapshot” listing of the TIP projects as submitted by FDOT to the TPO in April 2023.

Figure 13 on the next page displays a summary chart of the acronyms used for various project phases/activities and the terms associated with the projects displayed in the TIP summary pages. This chart may be used as a reference when reviewing the project summary pages in this section.

Acronym	Project Phase and Information
ADM	Administration
CST	Construction (includes Construction, Engineering, Inspection)
CAP	Capital Grant
CEI	Construction, Engineering and Inspection
DES	Design
ENG	Engineering
ENV CON	Environmental/Conservation
FM	FDOT Financial Management Number
INC	Construction Incentive/Bonus
MNT	Maintenance
MSC	Miscellaneous Construction
OPS	Operations
PD&E	Project Development and Environment Study
PE	Preliminary Engineering
PLEMO	Planning and Environmental Offices Study
PLN	In-House Planning
PST DES	Post Design
R/R CST	Railroad Construction
RELOC	Relocation
ROW	Right-of-Way Support & Acquisition
RRU	Railroad and Utilities
RT MNT	Routine Maintenance
SEG	Project Segment Number
UTIL	Utilities Construction

Figure 13: Project Phase/Activity and Information Acronym List

TIP Online Interactive Map

The FY 2024 to 2028 TIP online map provides specific project locations and general information including funding and total project cost. Projects without a specific location (e.g., ongoing maintenance, TPO, Marion Transit, SunTran grants) are not included in the interactive map. The map may be accessed through the TPO website or directly at the following link:

<https://marioncountyfl.maps.arcgis.com/apps/webappviewer/index.html?id=a1591413f8aa4cc7b2d78110c9b4e1a3>

Performance Management and TIP Projects

The following provides a summary of the projects and SunTran transit program funding in the TIP that support meeting federally required performance measures specifically on the NHS and local transit system, including: safety; bridge and pavement condition; system performance; and transit asset management and safety. Safety projects include the entire federal aid transportation system. In some cases, a project may support meeting more than one federal performance measure.

Safety (PM1) (10 projects)

FM Number	Project	Limits	TIP Funding
4348441	CR 42	at CR 25	\$583,730
4493171	CR 484 at SW 135th Street	at SW 135th Street	\$369,605
4492771	CR 484 at Marion Oaks Blvd	at Marion Oaks Boulevard	\$475,830
4494431	NE 8th Avenue	SR 40 to SR 492	\$4,452,800
4492611	SW 60th Avenue	SW 54th Street to SECO Energy Driveway	\$199,243
4336601	U.S. 441	at SR 464 (SE 17th Street)	\$3,388,554
4336511	CR 484 (at I-75)	Southwest 20th Avenue to CR 475A	\$46,260
4392382	SR 25/U.S. 441/301	SR 25 to SR 200/SW 10th Street	\$3,919,169
4512511	SR 40 (W. Silver Springs Blvd.)	at SW 27th Avenue	\$1,595,576
4512531	SR 200 (SW College Road)	at SW 60th Avenue	\$723,118
Total:			\$15,753,885

Pavement and Bridge Condition (PM2) (12 projects, National Highway System)

FM Number	Project	Limits	TIP Funding
4483761	SR 93 (I-75)	SR 200 to N. of U.S. 27	\$15,485,998
4486351	SR 25 (U.S. 441)	CR 25A to Avenue I	\$8,026,908
4452181	SR 25 (U.S. 441)	Avenue I to Alachua County Line	\$6,553,389
4485261	SR 45 (U.S. 41)	N/O Citrus County Line to SW 110th	\$4,411,438
4392341	SR 200	I-75 to U.S. 301	\$12,445,781
4453021	SR 35/U.S. 301	North of CR 42 to North of SE 144th Place	\$5,347,959
2386481	SR 45 (U.S. 41)	SW 110th Street to North of SR 40	\$62,027,312
4506651	SR 40	SW 80th Avenue to SW 52nd Avenue	\$5,090,549
4509521	SR 40	U.S. 441/301 (Pine Ave.) to 25th Avenue	\$11,227,342
4509511	SR 40	25th Avenue to NE 64th Avenue	\$11,953,924
4509481	SR 40	NE 64th Avenue to Lake County Line	\$24,831,080
4506371	U.S. 27	Sumter County to U.S. 301 (Bellevue)	\$24,752,774
Total:			\$192,154,454

System Performance (PM3) (8 projects, National Highway System)

FM Number	Project	Limits	TIP Funding
4352091	I-75 (SR 93) at NW 49th Street	NW 49th Street to end of NW 35th Street	\$53,798,491
4336601	U.S. 441	at SR 464 (SE 17th Street)	\$3,388,554
4512511	SR 40 (W. Silver Springs Blvd.)	at SW 27th Avenue	\$1,595,576
4336511	CR 484 (at I-75)	Southwest 20th Avenue to CR 475A	\$46,260
4512531	SR 200 (SW College Road)	at SW 60th Avenue	\$723,118
2386481	SR 45 (U.S. 41)	SW 110th Street to North of SR 40	\$62,027,312
4106743	SR 40	East of CR 314 to East of CR 314A	\$25,293,495
4106744	SR 40	CR 314A to Levy Hammock Road	\$125,000
Total:			\$146,997,806

Transit Asset Management (TAM) and Transit Safety

FM Number	Grant	TIP Funding
4271882	Small Urban Capital Fixed Route	\$20,972,638
4424551	Block Grant Operating Assistance	\$6,435,202
4424552	Block Grant Operating Assistance	\$1,729,344
Total:		\$29,137,184

TIP Project Summary Pages

Summary pages are provided for all programmed projects and are organized by project category.

Summary Page Definitions

Project: Includes the project name, project limits and location.

Project Type: Identifies the type of project improvement(s).

FM Number: References the financial management number in FDOT’s project tracking system.

Lead Agency: Identifies the agency with project management oversight.

LRTP (Page #): References how the project reflects the 2045 LRTP goals and planning consistency and/or page location in the Cost Feasible Plan section.

SIS: Denotes if a project is on the state’s Strategic Intermodal System (SIS) network.

Description: Summarizes the project and highlights major improvements to be implemented.

Prior <Year: Identifies the amount of funding programmed in years prior to the current five-year TIP period.

Future >Year: Identifies the amount of funding programmed in years beyond the current five-year TIP period.

Total Project Cost: Lists the total project cost programmed for the project, including prior year, current five-year and future year funding.

Phase: Identifies the stage in project development for which funding is programmed.

Fund Category: Identifies the type of funding programmed by phase for the project.

Funding Source: Identifies the source of funding by phase for the project (Federal, State and/or Local).

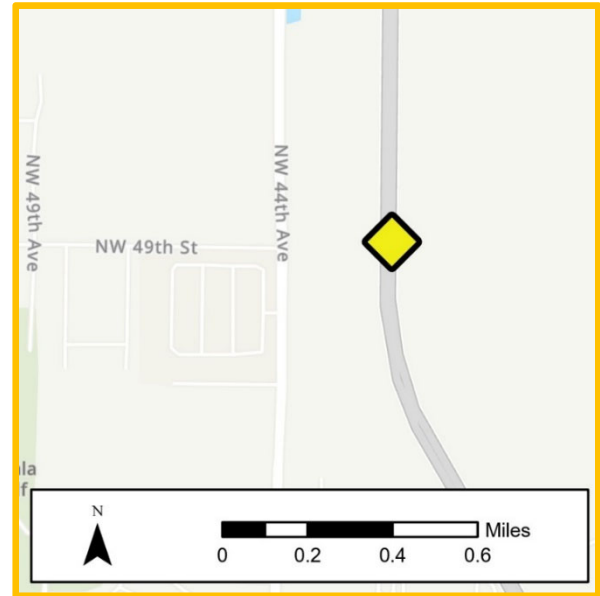
Fiscal Year: Identifies the federal fiscal year(s) when funding is programmed for the project.

Interstate 75 (I-75) Projects



Project: I-75 (SR 93) at NW 49th Street from end of NW 49th Street to end of NW 35th Street

Project Type: Interchange
 FM Number: 4352091
 Lead Agency: FDOT
 Length: 0.1 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.10)



SIS Project

Description:

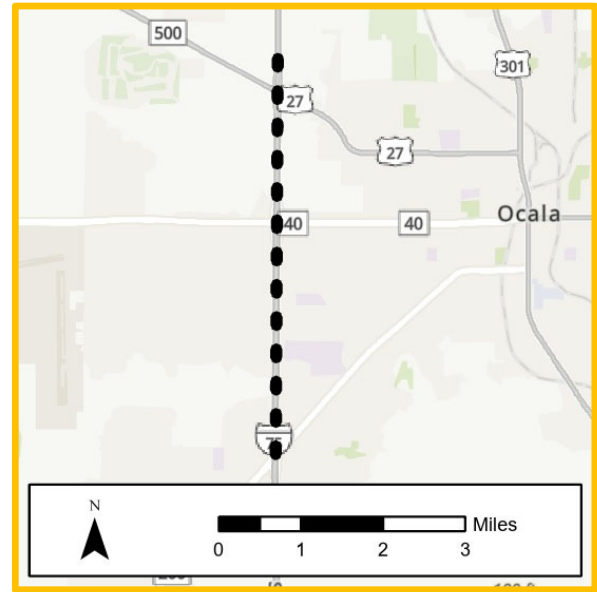
Construction of a new I-75 interchange at NW 49th Street to facilitate projected increases in freight traffic and regional economic development. This project also includes extending NW 49th Street from NW 44th Avenue to NW 35th Avenue.

Prior <2024:	Future >2028:	Total Project Cost:
\$8,627,904	\$0	\$62,426,395

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	CIGP	State	\$0	\$7,719,117	\$0	\$0	\$0	\$7,719,117
CST	DDR	State	\$0	\$4,916,777	\$0	\$0	\$0	\$4,916,777
CST	LF	Local	\$0	\$33,856	\$0	\$0	\$0	\$33,856
CST	SA	Federal	\$0	\$614	\$0	\$0	\$0	\$614
CST	SL	Federal	\$0	\$7,918,226	\$0	\$0	\$0	\$7,918,226
CST	SN	Federal	\$0	\$3,985,590	\$0	\$0	\$0	\$3,985,590
CST	TRIP	State	\$0	\$3,296,401	\$0	\$0	\$0	\$3,296,401
CST	TRWR	State	\$0	\$3,738,591	\$0	\$0	\$0	\$3,738,591
ROW	LF	Local	\$11,700,000	\$0	\$0	\$0	\$0	\$11,700,000
ROW	CIGP	State	\$100,000	\$0	\$0	\$0	\$0	\$100,000
ROW	DIH	State	\$19,189	\$0	\$0	\$0	\$0	\$19,189
ROW	DDR	State	\$0	\$3,737,100	\$0	\$0	\$0	\$3,737,100
ROW	SA	Federal	\$0	\$4,873,030	\$0	\$0	\$0	\$4,873,030
RRU	LF	Local	\$0	\$1,760,000	\$0	\$0	\$0	\$1,760,000
Total:			\$11,819,189	\$41,979,302	\$0	\$0	\$0	\$53,798,491

Project: SR 93 (I-75) from SR 200 to North of SR 500 (U.S. 27)

Project Type: Resurfacing
 FM Number: 4483761
 Lead Agency: FDOT
 Length: 4.47 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



SIS Project

Description:

Resurfacing of I-75 from SR 200 to north of the U.S. 27 interchange.

Prior <2024:

\$1,406,415

Future >2028:

\$0

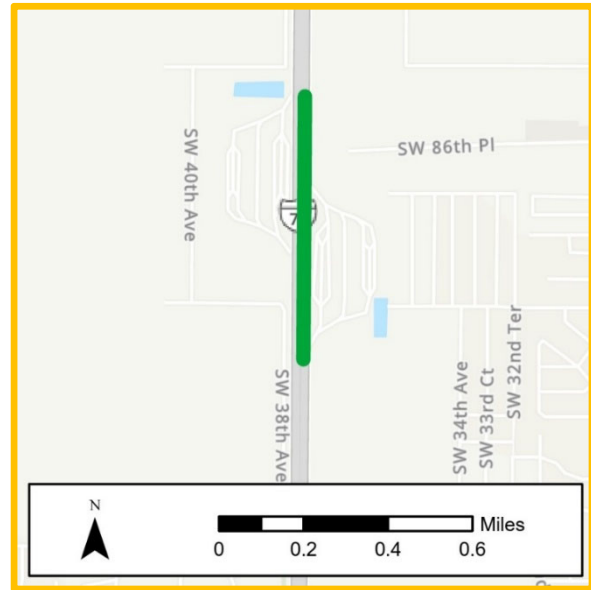
Total Project Cost:

\$16,892,413

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACNP	Federal	\$0	\$15,485,998	\$0	\$0	\$0	\$15,485,998
Total:			\$0	\$15,485,998	\$0	\$0	\$0	\$15,485,998

Project: I-75 Marion County Rest Areas Landscaping

Project Type: Landscaping
 FM Number: 4378261
 Lead Agency: FDOT
 Length: 0.5 miles
 LRTP (Page #): Goal 6, Objective 6.3 (15)



Description:

Landscaping and maintenance at the northbound rest area on I-75 in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$502,062

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	DDR	State	\$0	\$491,482	\$0	\$0	\$0	\$491,482
CST	DIH	State	\$0	\$10,580	\$0	\$0	\$0	\$10,580
Total:			\$0	\$502,062	\$0	\$0	\$0	\$502,062

Project: I-75 Wildwood Weigh Station Inspection Barn Upgrades

Project Type: Weigh Station
 FM Number: 4478611
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): Goal 6: Objective 6.2 (15)



SIS Project

Description:

Inspection of barn upgrades at weigh-in-motion facility.

Prior <2024:

\$0

Future >2028:

\$0

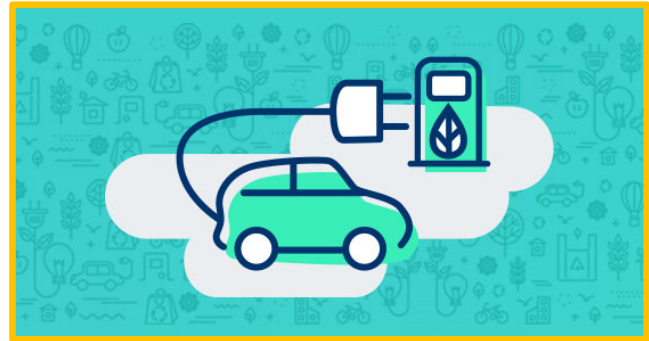
Total Project Cost:

\$532,902

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	DWS	State	\$0	\$0	\$532,902	\$0	\$0	\$532,902
Total:			\$0	\$0	\$532,902	\$0	\$0	\$532,902

Project: I-75 (SR 93) "GAP" 12 Electric Vehicle (EV) DCFCs (Phase I)

Project Type: Electric Vehicle Charging
 FM Number: 4523642
 Lead Agency: FDOT
 Length: 2.0 miles
 LRTP (Page #): Goal 6: Objective 6.4 (15)



Description:

Implementation of the National Electric Vehicle Infrastructure Program (NEVI). Deployment of direct current fast charges (DCFCs).

Prior <2024:

\$1,100,000

Future >2028:

\$0

Total Project Cost:

\$3,300,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
OPS	GFEV	Federal	\$2,200,000	0	0	0	0	\$2,200,000
Total:			\$2,200,000	\$0	\$0	\$0	\$0	\$2,200,000

Project: I-75 (SR 93) Sign Structure Replacements

Project Type: Bridge Repair/Rehabilitation
 FM Number: 4517161
 Lead Agency: FDOT
 Length: 6.2 miles
 LRTP (Page #): Goal 6: Objective 6.3 (15)



SIS Project

Description:

Sign structure replacements on I-75 in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

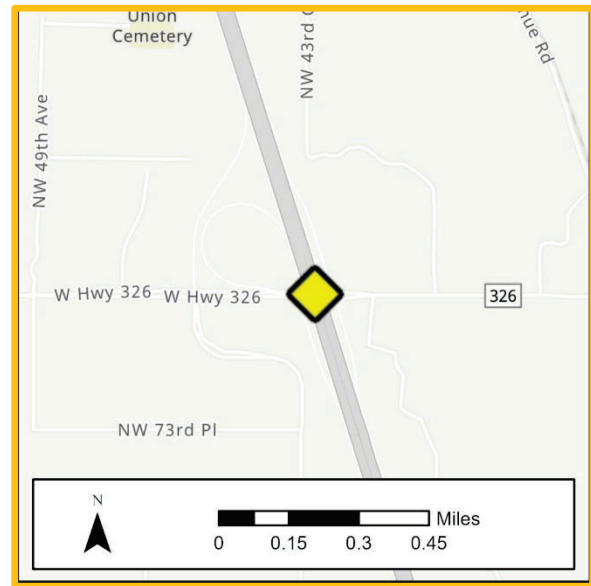
Total Project Cost:

\$1,607,266

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	BRRP	State	\$50,000	\$0	\$0	\$0	\$0	\$50,000
PE	DIH	State	\$2,000	\$0	\$0	\$0	\$0	\$2,000
CST	BRRP	State	\$0	\$1,553,150	\$0	\$0	\$0	\$1,553,150
CST	DIH	State	\$0	\$2,116	\$0	\$0	\$0	\$2,116
Total:			\$52,000	\$1,555,266	\$0	\$0	\$0	\$1,607,266

Project: I-75 (SR 93) at SR 326 Interchange Improvements

Project Type: Interchange
 FM Number: 4520721
 Lead Agency: FDOT
 Length: 2.074 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)



Description:

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve analysis and operational improvements of the interchange in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

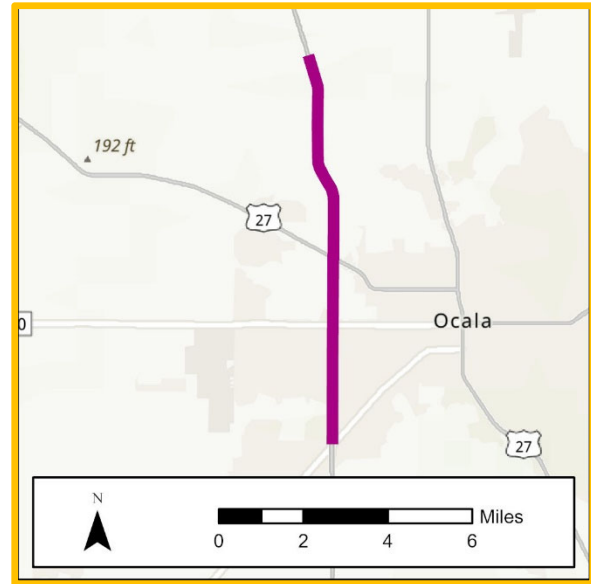
Total Project Cost:

\$1,990,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DIH	State	\$20,000	\$0	\$0	\$0	\$0	\$20,000
PE	MFF	State	\$1,456,000	\$0	\$0	\$0	\$0	\$1,456,000
RRU	MFF	State	\$514,000	\$0	\$0	\$0	\$0	\$514,000
Total:			\$1,990,000	\$0	\$0	\$0	\$0	\$1,990,000

Project: I-75 Improvements

Project Type: Roadway Capacity
 FM Number: 4520741
 Lead Agency: FDOT
 Length: 8 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)



Description:

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the north portion of I-75 from SR 200 to SR 326 in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

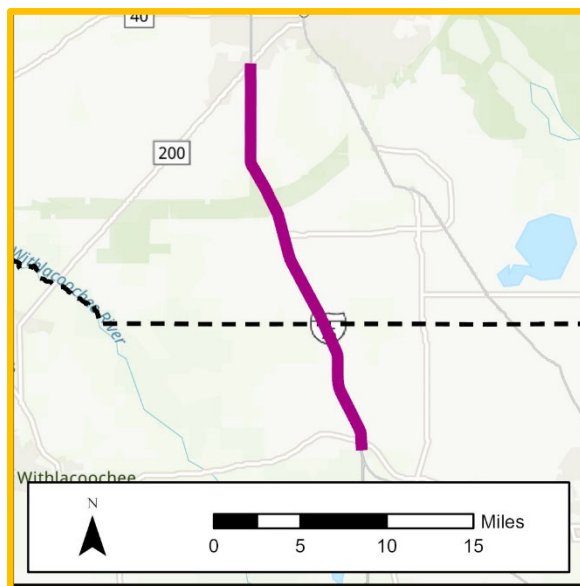
Total Project Cost:

\$50,188,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DIH	State	\$20,000	\$0	\$0	\$0	\$0	\$20,000
PE	MFF	State	\$12,100,000	\$0	\$0	\$0	\$0	\$12,100,000
ROW	DIH	State	\$40,000	\$0	\$0	\$0	\$0	\$40,000
ROW	MFF	State	\$37,000,000	\$0	\$0	\$0	\$0	\$37,000,000
RRU	MFF	State	\$1,028,000	\$0	\$0	\$0	\$0	\$1,028,000
Total:			\$50,188,000	\$0	\$0	\$0	\$0	\$50,188,000

Project: I-75 Improvements

Project Type: Roadway Capacity
 FM Number: 4520742
 Lead Agency: FDOT
 Length: 20.5 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.11)



Description:

This project is part of the Moving Florida Forward Infrastructure Initiative and will involve the addition of auxiliary lanes on the south portion of I-75 from SR 44 in Sumter County to SR 200 in Marion County.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$101,728,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DIH	State	\$250,000	\$0	\$0	\$0	\$0	\$250,000
PE	MFF	State	\$25,300,000	\$0	\$0	\$0	\$0	\$25,300,000
ROW	DIH	State	\$150,000	\$0	\$0	\$0	\$0	\$150,000
ROW	MFF	State	\$75,000,000	\$0	\$0	\$0	\$0	\$75,000,000
RRU	MFF	State	\$1,028,000	\$0	\$0	\$0	\$0	\$1,028,000
Total:			\$101,728,000	\$0	\$0	\$0	\$0	\$101,728,000

U.S. Route (U.S.) Projects



NORTH

27

301

441

Discount **BIG RED BALLOON** SALE Save Up To 25%
FURNITURE, HOME & CONSIGNMENT
TURN LEFT NOW ON 47TH ST • 1/2 MILE ON RIGHT

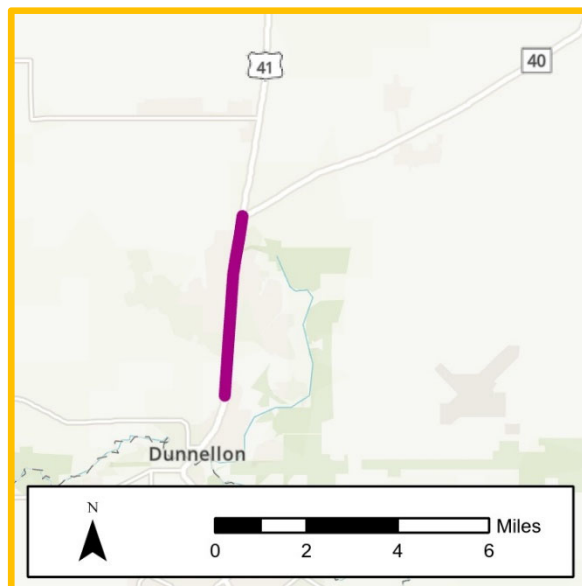
FORTUNE
FOOD MART

LOANS
CHECK CASH

SPEED LIMIT
35

Project: SR 45 (U.S. 41) from SW 110th Street to North of SR 40

Project Type: Capacity
 FM Number: 2386481
 Lead Agency: FDOT
 Length: 4.15 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Widening of U.S. 41 from SW 110th Street to North of SR 40 to increase capacity and improve operations. Project includes the addition of travel lanes, separated by a grass median, paved shoulders and new sidewalk.

Prior <2024:

\$28,829,732

Future >2028:

\$0

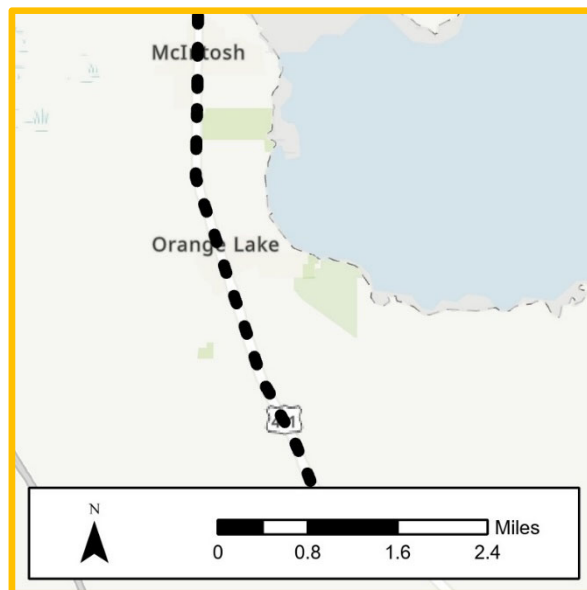
Total Project Cost:

\$90,857,044

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	DDR	State	\$0	\$0	\$0	\$0	\$39,930,523	\$39,930,523
CST	DIH	State	\$0	\$0	\$0	\$0	\$57,950	\$57,950
CST	DS	State	\$0	\$0	\$0	\$0	\$9,502,804	\$9,502,804
CST	SA	Federal	\$0	\$0	\$0	\$0	\$439,015	\$439,015
CST	SL	Federal	\$0	\$0	\$0	\$0	\$9,150,456	\$9,150,456
CST	SN	Federal	\$0	\$0	\$0	\$0	\$2,946,564	\$2,946,564
Total:			\$0	\$0	\$0	\$0	\$62,027,312	\$62,027,312

Project: SR 25 (U.S. 441) from County Road 25A to Avenue I

Project Type: Resurfacing
 FM Number: 4486351
 Lead Agency: FDOT
 Length: 3.17 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of U.S. 441 from County Road 25A to Avenue I in the Town of McIntosh.

Prior <2024:

\$1,165,840

Future >2028:

\$0

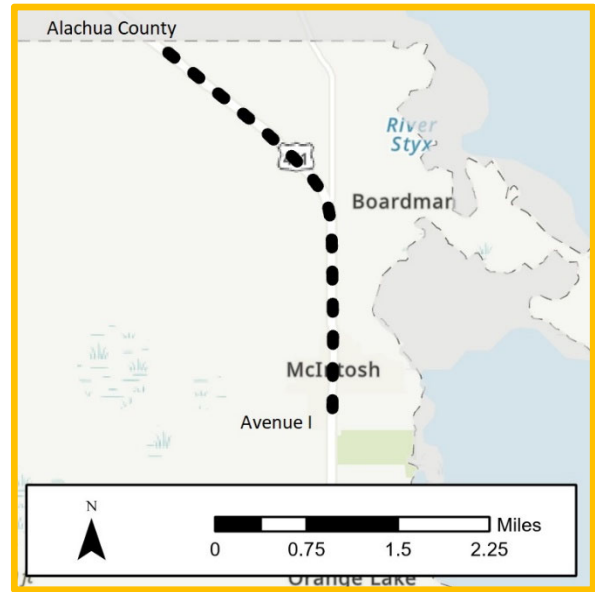
Total Project Cost:

\$9,192,748

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACNR	Federal	\$0	\$5,770,820	\$0	\$0	\$0	\$5,770,820
CST	DDR	State	\$0	\$2,245,508	\$0	\$0	\$0	\$2,245,508
CST	DIH	State	\$0	\$10,580	\$0	\$0	\$0	\$10,580
Total:			\$0	\$8,026,908	\$0	\$0	\$0	\$8,026,908

Project: SR 25 (U.S. 441) from Avenue I to the Alachua County Line

Project Type: Resurfacing
 FM Number: 4452181
 Lead Agency: FDOT
 Length: 3.15 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of U.S. 441 from Avenue I in the Town of McIntosh to the Alachua County Line.

Prior <2024:

\$1,164,479

Future >2028:

\$0

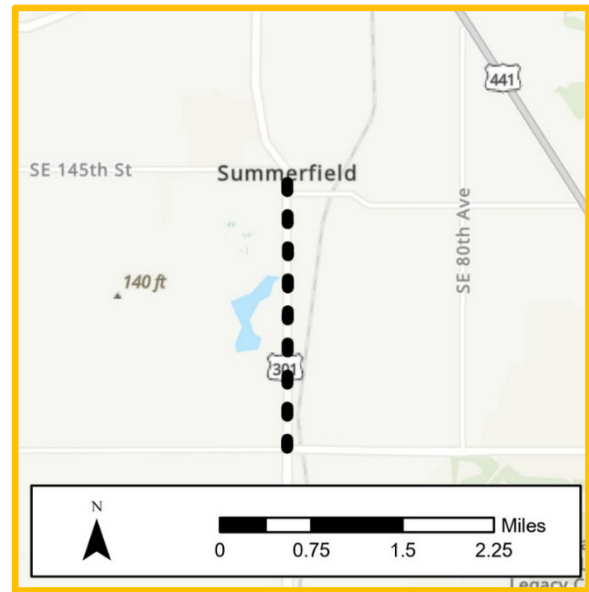
Total Project Cost:

\$7,717,868

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACNR	Federal	\$0	\$1,058,000	\$0	\$0	\$0	\$1,058,000
CST	DDR	State	\$0	\$5,339,656	\$0	\$0	\$0	\$5,339,656
CST	DIH	State	\$0	\$10,580	\$0	\$0	\$0	\$10,580
CST	DS	State	\$0	\$145,153	\$0	\$0	\$0	\$145,153
Total:			\$0	\$6,553,389	\$0	\$0	\$0	\$6,553,389

Project: SR 35/U.S. 301 from North of CR 42 to North of SE 144th Place Road

Project Type: Resurfacing
 FM Number: 4453021
 Lead Agency: FDOT
 Length: 2.2 miles
 LRTP (Page #): Goal 6: Objectives 6.2, 6.3 (15)



Description:

Resurfacing of U.S. 301 in southern Marion County.

Prior <2024:

\$922,374

Future >2028:

\$0

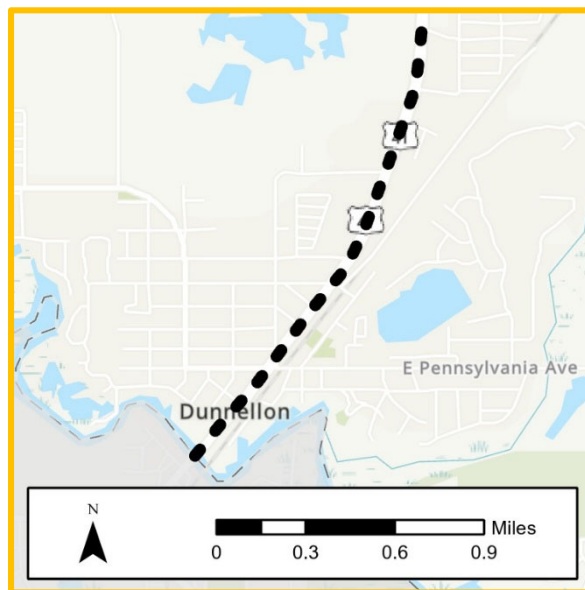
Total Project Cost:

\$6,340,333

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	DDR	State	\$3,093,211	\$0	\$0	\$0	\$0	\$3,093,211
CST	DIH	State	\$10,280	\$0	\$0	\$0	\$0	\$10,280
CST	DS	State	\$2,244,468	\$0	\$0	\$0	\$0	\$2,244,468
Total:			\$5,347,959	\$0	\$0	\$0	\$0	\$5,347,959

Project: SR 45 (U.S. 41)/Williams Street from North of Citrus County Line to SW 110th Street

Project Type: Resurfacing
 FM Number: 4485261
 Lead Agency: FDOT
 Length: 1.41 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of U.S. 41 from north of the Citrus County Line to SW 110th Street in the City of Dunnellon.

Prior <2024:

\$945,587

Future >2028:

\$0

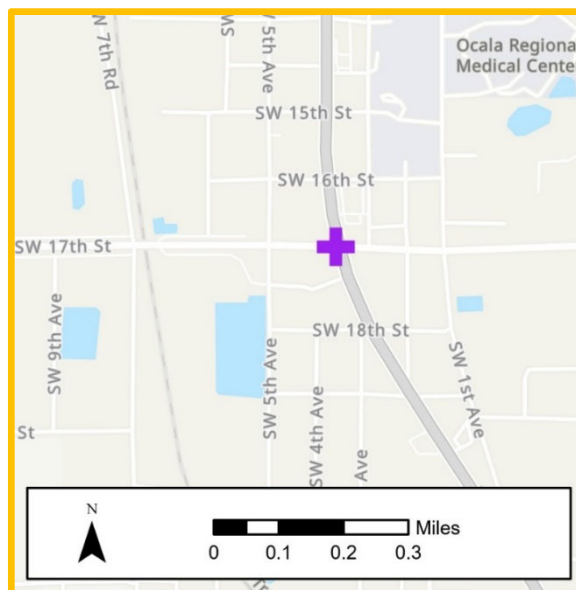
Total Project Cost:

\$5,357,025

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACNR	Federal	\$0	\$3,558,818	\$0	\$0	\$0	\$3,558,818
CST	DDR	State	\$0	\$377,850	\$0	\$0	\$0	\$377,850
CST	DIH	State	\$0	\$10,580	\$0	\$0	\$0	\$10,580
CST	SN	Federal	\$0	\$464,190	\$0	\$0	\$0	\$464,190
Total:			\$0	\$4,411,438	\$0	\$0	\$0	\$4,411,438

Project: U.S. 441 at SR 464

Project Type: Intersection/Turn Lane
 FM Number: 4336601
 Lead Agency: FDOT
 Length: 0.4 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Traffic operational improvements at the Pine Avenue/SE 17th Street intersection, including the addition of a northbound left turn lane and a modified right turn lane.

Prior <2024:

\$1,263,128

Future >2028:

\$0

Total Project Cost:

\$4,651,682

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	DDR	State	\$0	\$160,000	\$0	\$0	\$0	\$160,000
CST	DDR	State	\$0	\$0	\$3,178,844	\$22,460	\$0	\$3,201,304
CST	DIH	State	\$0	\$0	\$27,250	\$0	\$0	\$27,250
Total:			\$0	\$160,000	\$3,206,094	\$22,460	\$0	\$3,388,554

Project: U.S. 27 from Sumter County Line to U.S. 301/Abshier (Bellevue)

Project Type: Resurfacing
 FM Number: 4506371
 Lead Agency: FDOT
 Length: 8.8 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of U.S. 27 from the Sumter County Line to U.S. 301/Abshier Boulevard in Bellevue.

Prior <2024:

\$0

Future >2028:

\$0

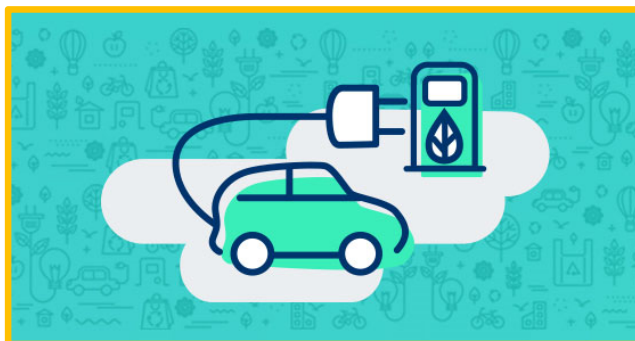
Total Project Cost:

\$24,752,774

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSL	Federal	\$450,000	\$0	\$0	\$0	\$0	\$450,000
PE	DIH	State	\$10,000	\$0	\$0	\$0	\$0	\$10,000
PE	SL	Federal	\$1,800,000	\$0	\$0	\$0	\$0	\$1,800,000
CST	ACNR	Federal	\$0	\$0	\$3,270,000	\$0	\$0	\$3,270,000
CST	DDR	State	\$0	\$0	\$11,769,489	\$0	\$0	\$11,769,489
CST	DIH	State	\$0	\$0	\$10,900	\$0	\$0	\$10,900
CST	DS	State	\$0	\$0	\$5,379,423	\$0	\$0	\$5,379,423
CST	SL	Federal	\$0	\$0	\$2,062,962	\$0	\$0	\$2,062,962
Total:			\$2,260,000	\$0	\$22,492,774	\$0	\$0	\$24,752,774

Project: U.S. 301/U.S. 441/U.S. 27 (Ocala) “Gap” 17 – Electric Vehicle (EV)

Project Type: Electric Vehicle Charging
 FM Number: 4521862
 Lead Agency: FDOT
 Length: 2.86 miles
 LRTP (Page #): Goal 6: Objectives 6.4 (15)



Description:

Implementation of the National Electric Vehicle Infrastructure Program (NEVI). Deployment of direct current fast charges (DCFCS).

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$2,400,000

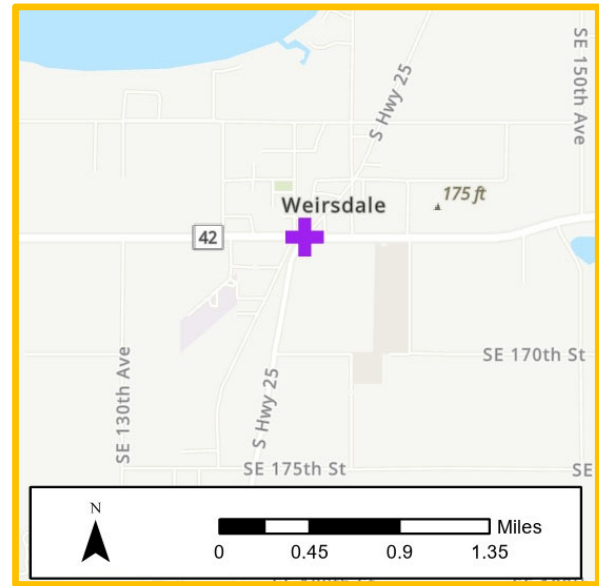
Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
OPS	GFEV	Federal	\$0	\$1,500,000	\$0	\$0	\$0	\$1,500,000
CAP	GFEV	Federal	\$900,000	\$0	\$0	\$0	\$0	\$900,000
Total:			\$900,000	\$1,500,000	\$0	\$0	\$0	\$2,400,000

State and Local Projects



Project: CR 42 at CR 25

Project Type: Intersection/Turn Lane
 FM Number: 4510601
 Lead Agency: FDOT
 Length: 0.1 miles
 LRTP (Page #): Goal 3, Objective 3.4 (14); Goal 6, Objective 6.5 (15)



Description:

Construction of intersection turn lane improvements.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$583,730

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSS	Federal	\$197,880	\$0	\$0	\$0	\$0	\$197,880
CST	ACSS	Federal	\$0	\$0	\$385,850	\$0	\$0	\$385,850
Total:			\$197,880	\$0	\$385,850	\$0	\$0	\$583,730

Project: CR 484 from SW 20th Avenue to CR 475A

Project Type: Interchange/Intersection
 FM Number: 4336511
 Lead Agency: FDOT
 Length: 0.74 miles
 LRTP (Page #): LRTP Cost Feasible (page 110-111)
 (Table 7.9)



SIS Project

Description:

Addition of turn lanes and turn lane extensions at the CR 484 interchange with I-75 and the CR 484/CR 475A intersection. Reconstruct westbound through lanes and modify the I-75 bridge to accommodate the widening. Bicycle and pedestrian facilities also part of project. Project will improve traffic flow and safety.

Prior <2024:

\$21,041,848

Future >2028:

\$0

Total Project Cost:

\$21,088,108

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACFP	Federal	\$46,260	\$0	\$0	\$0	\$0	\$46,260
Total:			\$46,260	\$0	\$0	\$0	\$0	\$46,260

Project: CR 484 from SW 20th Avenue to CR 475A

Project Type: Interchange/Intersection
 FM Number: 4336514
 Lead Agency: FDOT
 Length: 0.7 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Landscaping in support of the CR 484 project 433651-1.

Prior <2024:

\$61,067

Future >2028:

\$0

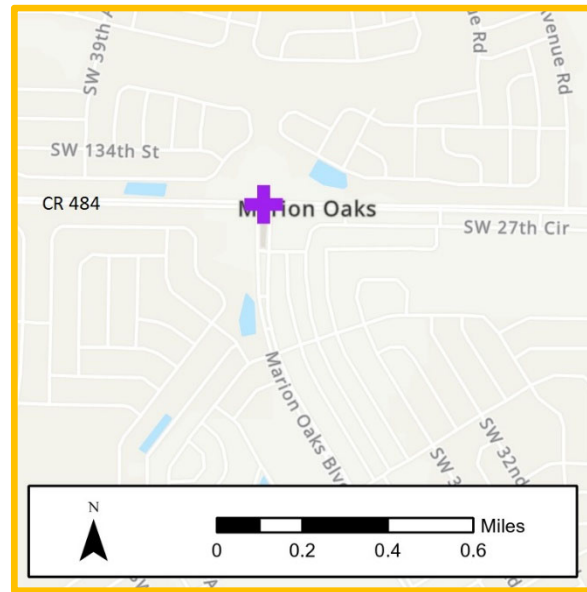
Total Project Cost:

\$274,559

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	SA	Federal	\$0	\$213,492	\$0	\$0	\$0	\$213,492
Total:			\$0	\$213,492	\$0	\$0	\$0	\$213,492

Project: CR 484 at the intersection of Marion Oaks Boulevard

Project Type: Intersection
 FM Number: 4492771
 Lead Agency: Marion County
 Length: 0.2 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Improvements to the intersection of CR 484 at Marion Oaks Boulevard in unincorporated Marion County.

Prior <2024:

\$60,795

Future >2028:

\$0

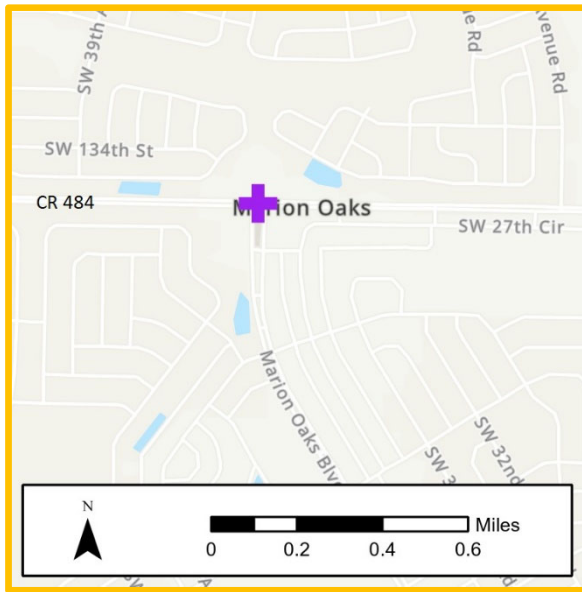
Total Project Cost:

\$536,625

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSM	Federal	\$445,830	\$0	\$0	\$0	\$0	\$445,830
CST	LF	Local	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Total:			\$475,830	\$0	\$0	\$0	\$0	\$475,830

Project: CR 484 at the intersection of Marion Oaks Boulevard

Project Type: Intersection
 FM Number: 4492772
 Lead Agency: FDOT
 Length: 0.2 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Improvements to the intersection of CR 484 at Marion Oaks Boulevard in unincorporated Marion County. This project includes Construction Engineering and Inspection services.

Prior <2024:

\$0

Future >2028:

\$0

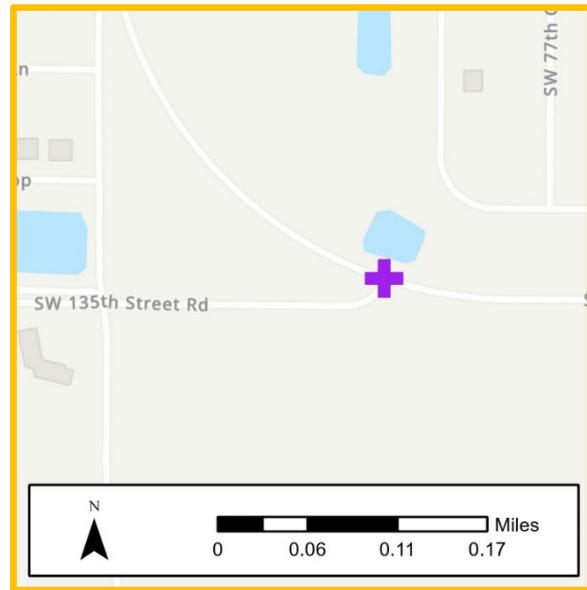
Total Project Cost:

\$40,530

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSM	Federal	\$40,530	\$0	\$0	\$0	\$0	\$40,530
Total:			\$40,530	\$0	\$0	\$0	\$0	\$40,530

Project: CR 484 at SW 135th Street Road

Project Type: Intersection
 FM Number: 4493171
 Lead Agency: Marion County
 Length: 0.24 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Improvements to the intersection of CR 484 at SW 135th Street Road in unincorporated Marion County.

Prior <2024:

\$88,705

Future >2028:

\$0

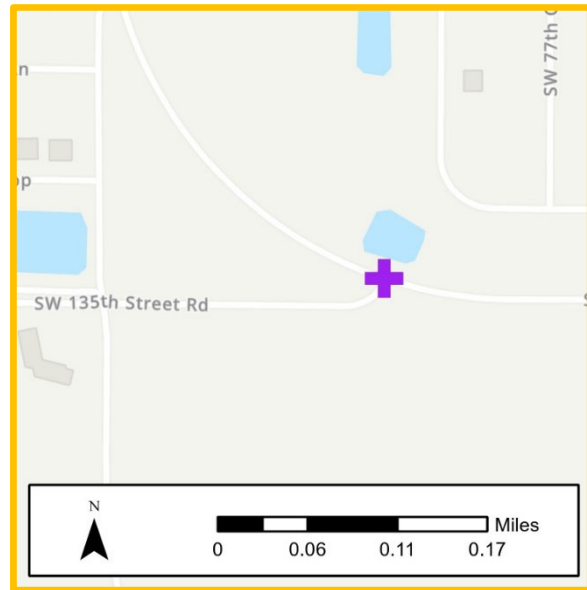
Total Project Cost:

\$458,310

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSM	Federal	\$369,605	\$0	\$0	\$0	\$0	\$369,605
Total:			\$369,605	\$0	\$0	\$0	\$0	\$369,605

Project: CR 484 at SW 135th Street Road

Project Type: Intersection
 FM Number: 4493172
 Lead Agency: Marion County
 Length: 0.24 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Improvements to the intersection of CR 484 at SW 135th Street Road in unincorporated Marion County. This project includes Construction Engineering and Inspection services.

Prior <2024:

\$0

Future >2028:

\$0

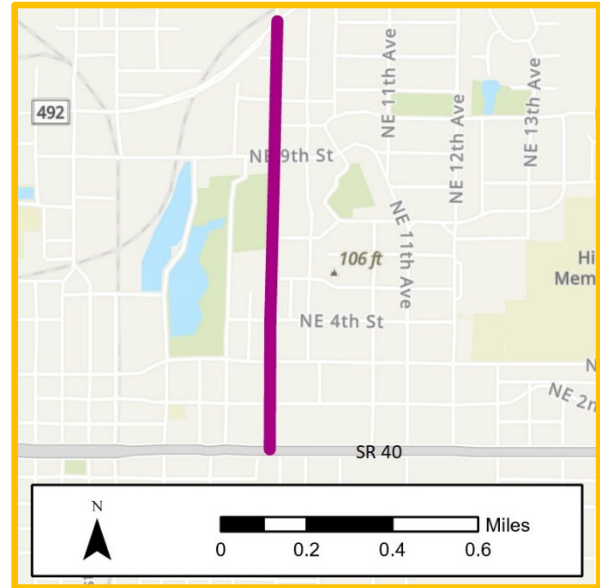
Total Project Cost:

\$44,343

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSM	Federal	\$44,343	\$0	\$0	\$0	\$0	\$44,343
Total:			\$44,343	\$0	\$0	\$0	\$0	\$44,343

Project: NE 8th Avenue from SR 40 to SR 492

Project Type: Roundabout
 FM Number: 4494431
 Lead Agency: City of Ocala
 Length: 0.9 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Construction of roundabouts on NE 8th Avenue in the City of Ocala.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$4,452,800

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	SL	Federal	\$0	\$0	\$0	\$4,452,800	\$0	\$4,452,800
Total:			\$0	\$0	\$0	\$4,452,800	\$0	\$4,452,800

Project: NW 10th/NE 14th Street (SR 492) to NE 25th Avenue

Project Type: Traffic Signals
 FM Number: 4476031
 Lead Agency: FDOT
 Length: 0.2 miles
 LRTP (Page #): Goal 6, Objective 6.5 (15)



Description:

Replacement of traffic signals.

Prior <2024:

\$418,018

Future >2028:

\$0

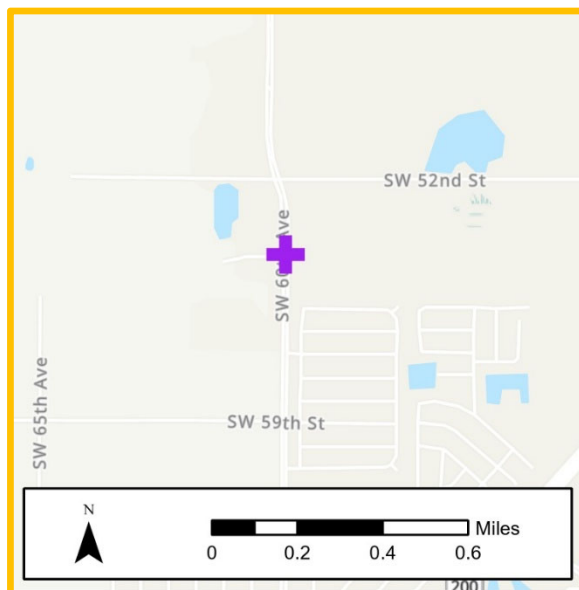
Total Project Cost:

\$1,630,601

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSL	Federal	\$303,505	\$0	\$0	\$0	\$0	\$303,505
CST	ACSS	Federal	\$649,899	\$0	\$0	\$0	\$0	\$649,899
CST	LF	Local	\$259,179	\$0	\$0	\$0	\$0	\$259,179
Total:			\$1,212,583	\$0	\$0	\$0	\$0	\$1,212,583

Project: SW 60th Avenue from SW 54th Street to SECO Energy Driveway

Project Type: Intersection
 FM Number: 4492611
 Lead Agency: Marion County
 Length: 0.44 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Improvements to the intersection of SW 60th Avenue from SW 54th Street to the SECO Energy Driveway in unincorporated Marion County.

Prior <2024:

\$47,818

Future >2028:

\$0

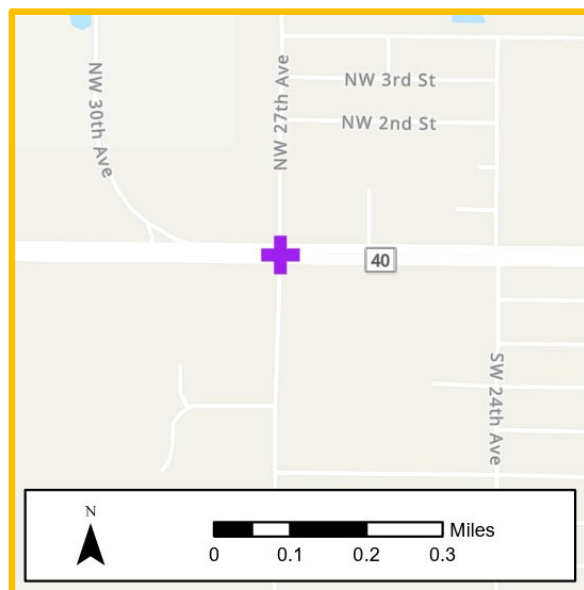
Total Project Cost:

\$247,061

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	SN	Federal	\$199,243	\$0	\$0	\$0	\$0	\$199,243
Total:			\$199,243	\$0	\$0	\$0	\$0	\$199,243

Project: SR 40 (Silver Springs Boulevard) intersection at SW 27th Avenue

Project Type: Intersection/Turn Lane
 FM Number: 4512511
 Lead Agency: FDOT
 Length: 0.1 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Construction of turn lanes at the SW 27th Avenue intersection to improve operations and safety.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,595,576

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSS	Federal	\$0	\$800,000	\$0	\$0	\$0	\$800,000
PE	DIH	State	\$0	\$80,000	\$0	\$0	\$0	\$80,000
CST	ACSS	Federal	\$0	\$0	\$0	\$707,490	\$0	\$707,490
CST	DIH	State	\$0	\$0	\$0	\$8,086	\$0	\$8,086
Total:			\$0	\$880,000	\$0	\$715,576	\$0	\$1,595,576

Project: SR 40 from East of CR 314 to East of CR 314A

Project Type: Capacity
 FM Number: 4106743
 Lead Agency: FDOT
 Length: 6.14 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.10)



Description:

Reconstruction and widening of SR 40 to include the addition of 12-foot wide lanes in each direction, separated by a 40-foot grass median. A 12-foot wide multi-use trail will be located along the north side of SR 40. Wildlife crossings will be provided along the corridor.

Prior <2024:

\$18,693,734

Future >2028:

\$0

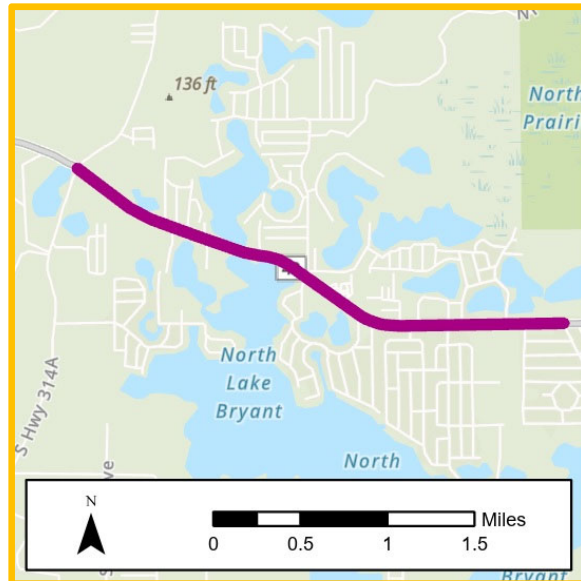
Total Project Cost:

\$43,987,229

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
ROW	ART	State	\$17,800,000	\$6,859,495	\$0	\$0	\$0	\$24,659,495
ROW	DIH	State	\$316,000	\$318,000	\$0	\$0	\$0	\$634,000
Total:			\$18,116,000	\$7,177,495	\$0	\$0	\$0	\$25,293,495

Project: SR 40 from CR 314A to Levy Hammock Road

Project Type: Capacity
 FM Number: 4106744
 Lead Agency: FDOT
 Length: 2.66 miles
 LRTP (Page #): LRTP Cost Feasible (pages 112-113) (Table 7.10)



Description:

Reconstruction and widening of SR 40 to include the addition of 12-foot wide lanes in each direction, separated by a 40-foot grass median. Sidewalks/shared use pathway will also be installed. Wildlife crossings will be provided along the corridor.

Prior <2024:

\$2,788,553

Future >2028:

\$0

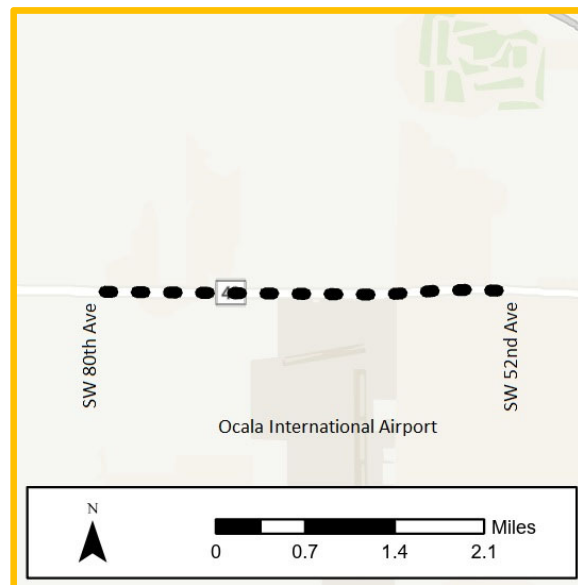
Total Project Cost:

\$2,913,553

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
ENV	ART	State	\$125,000	\$0	\$0	\$0	\$0	\$125,000
Total:			\$125,000	\$0	\$0	\$0	\$0	\$125,000

Project: SR 40 from SW 80th Avenue to SW 52nd Avenue

Project Type: Resurfacing
 FM Number: 4506651
 Lead Agency: FDOT
 Length: 3.16 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of SR 40 from SW 80th Avenue to SW 52nd Avenue.

Prior <2024:

\$150,000

Future >2028:

\$0

Total Project Cost:

\$5,240,549

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	DIH	State	\$0	\$0	\$10,900	\$0	\$0	\$10,900
CST	DS	State	\$0	\$0	\$4,525,668	\$0	\$0	\$4,525,668
CST	SL	Federal	\$0	\$0	\$553,981	\$0	\$0	\$553,981
Total:			\$0	\$0	\$5,090,549	\$0	\$0	\$5,090,549

Project: SR 40 from U.S. 441 to 25th Avenue

Project Type: Resurfacing
 FM Number: 4509521
 Lead Agency: FDOT
 Length: 2.25 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of SR 40 from U.S. 441 (Pine Avenue) to 25th Avenue.

Prior <2024:

\$0

Future >2028:

\$0

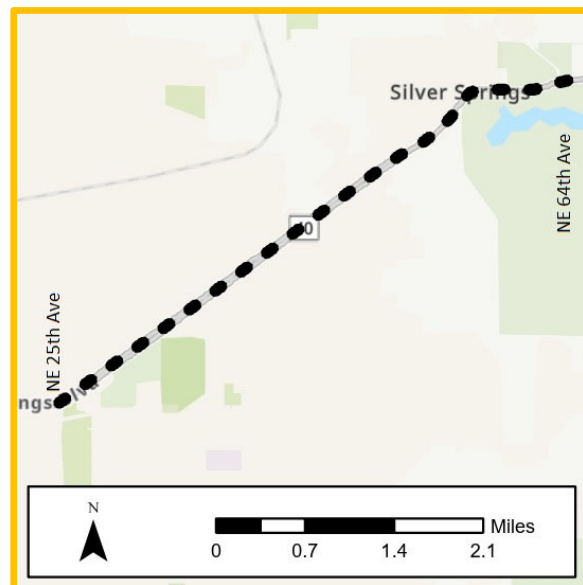
Total Project Cost:

\$11,227,342

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSL	Federal	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
PE	DIH	State	\$10,000	\$0	\$0	\$0	\$0	\$10,000
CST	DIH	State	\$0	\$0	\$10,900	\$0	\$0	\$10,900
CST	DS	State	\$0	\$0	\$5,155,348	\$0	\$0	\$5,155,348
CST	SA	Federal	\$0	\$0	\$3,054,957	\$0	\$0	\$3,054,957
CST	SL	Federal	\$0	\$0	\$996,137	\$0	\$0	\$996,137
Total:			\$2,010,000	\$0	\$9,217,342	\$0	\$0	\$11,227,342

Project: SR 40 from 25th Avenue to NE 64th Avenue

Project Type: Resurfacing
 FM Number: 4509511
 Lead Agency: FDOT
 Length: 4.24 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of SR 40 from 25th Avenue to NE 64th Avenue.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$11,953,924

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSL	Federal	\$2,050,000	\$0	\$0	\$0	\$0	\$2,050,000
PE	DIH	State	\$10,000	\$0	\$0	\$0	\$0	\$10,000
CST	ACNR	Federal	\$0	\$0	\$5,450,000	\$0	\$0	\$5,450,000
CST	DIH	State	\$0	\$0	\$10,900	\$0	\$0	\$10,900
CST	DS	State	\$0	\$0	\$3,364,397	\$0	\$0	\$3,364,397
CST	SL	Federal	\$0	\$0	\$1,068,627	\$0	\$0	\$1,068,627
Total:			\$2,060,000	\$0	\$9,893,924	\$0	\$0	\$11,953,924

Project: SR 40 from NE 64th Avenue to Lake County Line

Project Type: Resurfacing
 FM Number: 4509481
 Lead Agency: FDOT
 Length: 25.7 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of SR 40 from NE 64th Avenue to the Lake County Line.

Prior <2024:

\$0

Future >2028:

\$0

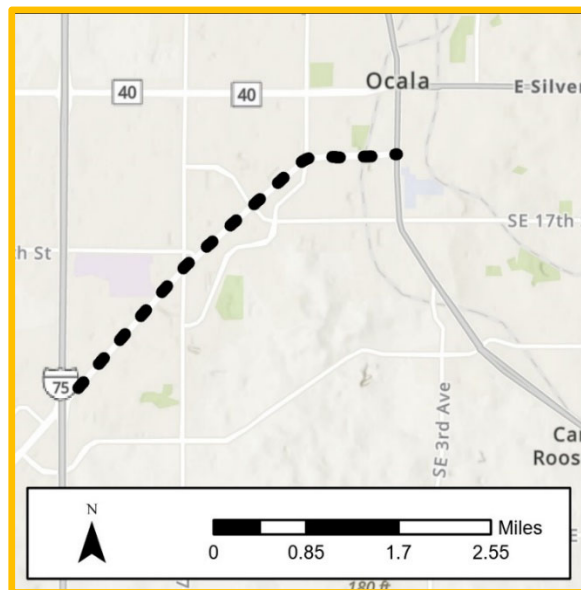
Total Project Cost:

\$24,831,080

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSM	Federal	\$50,000	\$0	\$0	\$0	\$0	\$50,000
PE	DIH	State	\$10,000	\$0	\$0	\$0	\$0	\$10,000
PE	SM	Federal	\$1,800,379	\$0	\$0	\$0	\$0	\$1,800,379
PE	SN	Federal	\$99,621	\$0	\$0	\$0	\$0	\$99,621
CST	ACNR	Federal	\$0	\$0	\$10,900,000	\$0	\$0	\$10,900,000
CST	DDR	State	\$0	\$0	\$2,254,345	\$0	\$0	\$2,254,345
CST	DIH	State	\$0	\$0	\$10,900	\$0	\$0	\$10,900
CST	DS	State	\$0	\$0	\$9,501,143	\$0	\$0	\$9,501,143
CST	SL	Federal	\$0	\$0	\$10,900	\$0	\$0	\$10,900
CST	SM	Federal	\$0	\$0	\$7,465	\$0	\$0	\$7,465
CST	SN	Federal	\$0	\$0	\$186,327	\$0	\$0	\$186,327
Total:			\$1,960,000	\$0	\$22,871,080	\$0	\$0	\$24,831,080

Project: SR 200 from I-75 to U.S. 301

Project Type: Resurfacing
 FM Number: 4392341
 Lead Agency: FDOT
 Length: 3.2 miles
 LRTP (Page #): Goal 6, Objectives 6.2, 6.3 (15)



Description:

Resurfacing of SR 200 (College Road) from I-75 to U.S. 301 (Pine Avenue). Project includes the installation of medians at specific locations, lane narrowing and landscaping.

Prior <2024:

\$2,030,926

Future >2028:

\$0

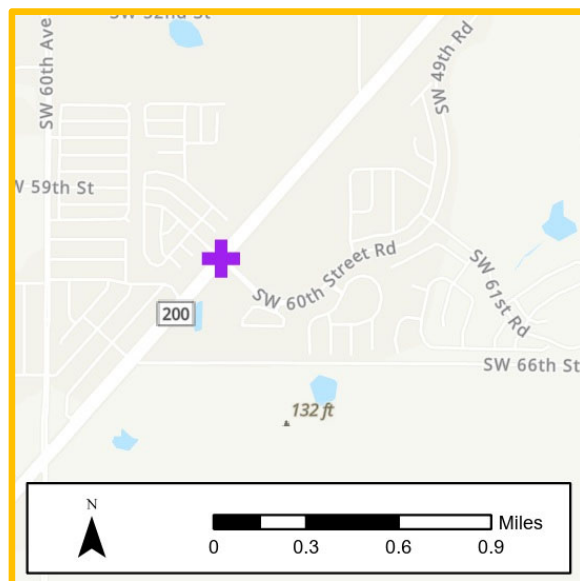
Total Project Cost:

\$14,486,707

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	DDR	State	\$101,964	\$0	\$0	\$0	\$0	\$101,964
CST	DIH	State	\$10,558	\$0	\$0	\$0	\$0	\$10,558
CST	DS	State	\$11,486,657	\$0	\$0	\$0	\$0	\$11,486,657
CST	SL	Federal	\$856,602	\$0	\$0	\$0	\$0	\$856,602
Total:			\$12,455,781	\$0	\$0	\$0	\$0	\$12,455,781

Project: SR 200 at SW 60th Avenue

Project Type: Intersection/Turn Lane
 FM Number: 4512531
 Lead Agency: FDOT
 Length: 0.1 miles
 LRTP (Page #): Goal 3, Objective 3.4 (14); Goal 6, Objective 6.5 (15)



Description:

Construction of turn lane and operational improvements at the intersection.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$723,118

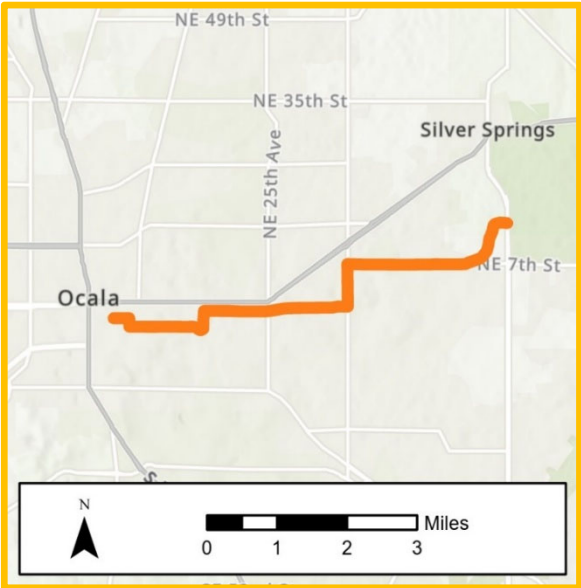
Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	ACSS	Federal	\$262,500	\$0	\$0	\$0	\$0	\$262,500
PE	DIH	State	\$35,000	\$0	\$0	\$0	\$0	\$35,000
PE	TALL	Federal	\$87,500	\$0	\$0	\$0	\$0	\$87,500
CST	ACSS	Federal	\$0	\$0	\$265,415	\$0	\$0	\$265,415
CST	DIH	State	\$0	\$0	\$6,758	\$0	\$0	\$6,758
CST	TALL	Federal	\$0	\$0	\$65,945	\$0	\$0	\$65,945
Total:			\$385,000	\$0	\$338,118	\$0	\$0	\$723,118

Bicycle and Pedestrian Projects



Project: Downtown Ocala Trail from SE Osceola Avenue to Silver Springs State Park

Project Type: Bike Path/Trail
 FM Number: 4367561
 Lead Agency: City of Ocala
 Length: 7 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

Designate and construct an 8-foot to 12-foot multi-use trail from downtown Ocala to Silver Springs State Park. Sections of the trail may be combined with existing roadways used by vehicular traffic.

Prior <2024:	Future >2028:	Total Project Cost:
\$0	\$0	\$253,001

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	TALL	Federal	\$0	\$253,001	\$0	\$0	\$0	\$253,001
Total:			\$0	\$253,001	\$0	\$0	\$0	\$253,001

*Total project cost estimate: \$1.25 million

Aviation (Airport)*Total project cost estimate: \$1.25 million

Project: Pruitt Trail from SR 200 to Pruitt Trailhead

Project Type: Bike Path and Trail
 FM Number: 4354842
 Lead Agency: Marion County
 Length: 5.5 miles
 LRTP (Page #): LRTP Cost Feasible (pages 110-111) (Table 7.9)



Description:

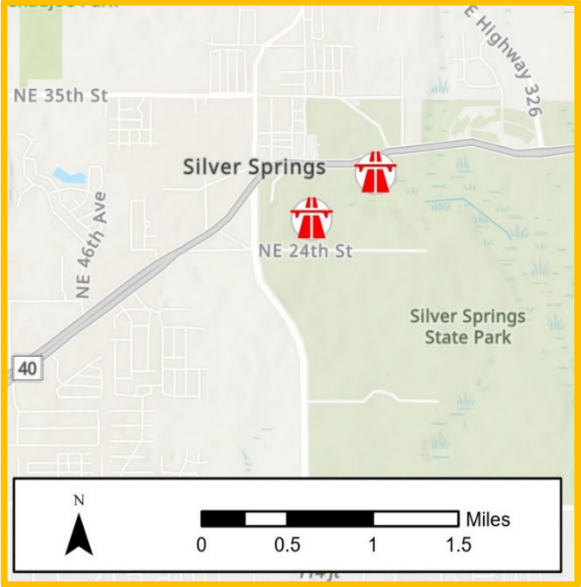
Construct 12-foot wide multi-use trail from SR 200 to the Pruitt Trailhead, south of CR 484.

Prior <2024: \$0 **Future >2028:** \$0 **Total Project Cost:** \$2,158,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	SL	Federal	\$0	\$0	\$460,700	\$0	\$0	\$460,700
CST	SN	Federal	\$0	\$0	\$561,853	\$0	\$0	\$561,853
CST	TALL	Federal	\$0	\$0	\$622,203	\$0	\$0	\$622,203
CST	TALT	Federal	\$0	\$0	\$513,244	\$0	\$0	\$513,244
Total:			\$0	\$0	\$2,158,000	\$0	\$0	\$2,158,000

Project: Silver Springs State Park Pedestrian Bridges

Project Type: Pedestrian Bridges
 FM Number: 4261791
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.2, 1.4 (14);
 Goal 5, Objective 5.4 (15)



Description:

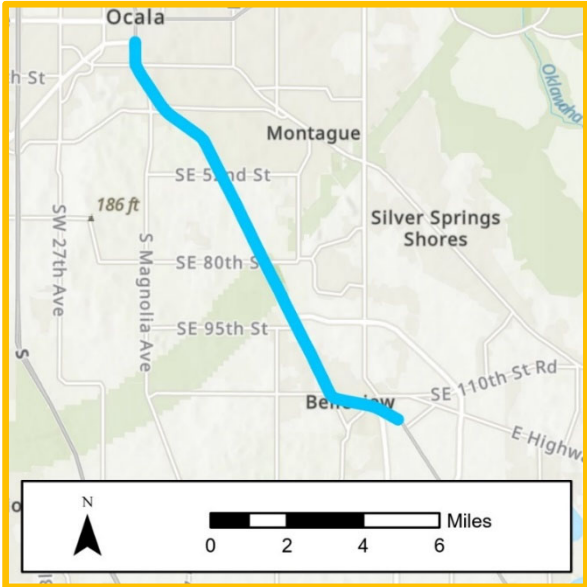
Construction of two eight-foot wide pedestrian bridges and boardwalks along the tributaries of the Silver River within Silver Springs State Park.

Prior <2024:	Future >2028:	Total Project Cost:
\$1,484,867	\$0	\$5,273,230

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	CARM	Federal	\$132,135	\$0	\$0	\$0	\$0	\$132,135
CST	CARN	Federal	\$713,333	\$0	\$0	\$0	\$0	\$713,333
CST	DIH	State	\$5,140	\$0	\$0	\$0	\$0	\$5,140
CST	TALL	Federal	\$624,454	\$0	\$0	\$0	\$0	\$624,454
CST	TALM	Federal	\$159,173	\$0	\$0	\$0	\$0	\$159,173
CST	TALN	Federal	\$848,827	\$0	\$0	\$0	\$0	\$848,827
CST	TALT	Federal	\$1,305,301	\$0	\$0	\$0	\$0	\$1,305,301
Total:			\$3,788,363	\$0	\$0	\$0	\$0	\$3,788,363

Project: SR 25/U.S. 441/SR 500 from SR 35/SE Baseline Road to SR 200/SW 10th Street

Project Type: Sidewalks/Bike
 FM Number: 4392382
 Lead Agency: FDOT
 Length: 7.23 miles
 LRTP (Page #): Goal 1, Objectives 1.2; Goal 3, Objective 3.2 (14)



Description:

Addition of bike lanes and sidewalks to the resurfacing project on US 441/301.

Prior <2024:	Future >2028:	Total Project Cost:
\$1,745,013	\$0	\$5,664,182

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	TALL	Federal	\$0	\$1,320,863	\$0	\$0	\$0	\$1,320,863
CST	TALT	Federal	\$0	\$2,598,306	\$0	\$0	\$0	\$2,598,306
Total:			\$0	\$3,919,169	\$0	\$0	\$0	\$3,919,169

Aviation (Airport) Projects



Project: Marion County Airport Runway Improvements

Project Type: Airport
 FM Number: 4384171
 Lead Agency: Marion County
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Runway improvements to the Marion County Airport at Dunnellon Field.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$437,500

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$0	\$0	\$350,000	\$0	\$0	\$350,000
CAP	LF	Local	\$0	\$0	\$87,500	\$0	\$0	\$87,500
Total:			\$0	\$0	\$437,500	\$0	\$0	\$437,500

Project: Marion County Airport Airfield Pavement Improvements

Project Type: Airport
 FM Number: 4384271
 Lead Agency: Marion County
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Airport pavement improvements.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$2,500,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DPTO	State	\$0	\$200,000	\$0	\$0	\$0	\$200,000
CAP	FAA	Federal	\$0	\$2,250,000	\$0	\$0	\$0	\$2,250,000
CAP	LF	Local	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Total:			\$0	\$2,500,000	\$0	\$0	\$0	\$2,500,000

Project: Marion County Airport Taxiways

Project Type: Airport
 FM Number: 4514721
 Lead Agency: Marion County
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Airport taxiway improvements.

Prior <2024:

\$401,000

Future >2028:

\$0

Total Project Cost:

\$4,776,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$350,000	\$0	\$0	\$0	\$0	\$350,000
CAP	FAA	Federal	\$3,937,500	\$0	\$0	\$0	\$0	\$3,937,500
CAP	LF	Local	\$87,500	\$0	\$0	\$0	\$0	\$87,500
Total:			\$4,375,000	\$0	\$0	\$0	\$0	\$4,375,000

Project: Marion County Airport Hangar

Project Type: Airport
 FM Number: 4497741
 Lead Agency: Marion County
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Improvements to the airport hangar.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$2,500,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$0	\$1,237,596	\$0	\$0	\$0	\$1,237,596
CAP	DPTO	State	\$0	\$762,404	\$0	\$0	\$0	\$762,404
CAP	LF	Local	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Total:			\$0	\$2,500,000	\$0	\$0	\$0	\$2,500,000

Project: Ocala International Airport Pavement Rehabilitation

Project Type: Airport
 FM Number: 4407801
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Airfield pavement rehabilitation project.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,250,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
CAP	LF	Local	\$0	\$250,000	\$0	\$0	\$0	\$250,000
Total:			\$0	\$1,250,000	\$0	\$0	\$0	\$1,250,000

Project: Ocala International Airport ARFF Building

Project Type: Airport
 FM Number: 4485751
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Airport Rescue and Fire Fighting (ARFF) Building.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,000,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$0	\$0	\$0	\$800,000	\$0	\$800,000
CAP	LF	Local	\$0	\$0	\$0	\$200,000	\$0	\$200,000
Total:			\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000

Project: Ocala International Airport Taxiway Improvements

Project Type: Airport
 FM Number: 4384771
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Airport taxiway improvements.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$6,500,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$0	\$0	\$520,000	\$0	\$0	\$520,000
CAP	FAA	Federal	\$0	\$0	\$5,850,000	\$0	\$0	\$5,850,000
CAP	LF	Local	\$0	\$0	\$130,000	\$0	\$0	\$130,000
Total:			\$0	\$0	\$6,500,000	\$0	\$0	\$6,500,000

Project: Ocala International Airport Hangar

Project Type: Airport
 FM Number: 4448771
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Airport hangar improvements.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,250,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	DDR	State	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
CAP	LF	Local	\$250,000	\$0	\$0	\$0	\$0	\$250,000
Total:			\$1,250,000	\$0	\$0	\$0	\$0	\$1,250,000

Transit, Funding and Grants



Project: Marion-SunTran Block Grant Operating Assistance

Project Type: Transit
 FM Number: 4424551
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.1, 1.3, 1.4 (14)



Description:

Grant for SunTran operating assistance in support of fixed route service.

Prior <2024:

\$1,467,204

Future >2028:

\$0

Total Project Cost:

\$7,902,706

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
OPS	DPTO	State	\$771,931	\$791,297	\$815,036	\$839,487	\$0	\$3,217,751
OPS	LF	Local	\$771,931	\$791,297	\$815,036	\$839,487	\$0	\$3,217,751
Total:			\$1,543,862	\$1,582,594	\$1,630,072	\$1,678,974	\$0	\$6,435,502

Project: Marion-SunTran Block Grant Operating Assistance

Project Type: Transit
 FM Number: 4424552
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.1, 1.3, 1.4 (14)



Description:

Grant for SunTran operating assistance in support of fixed route service.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,729,344

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
OPS	DPTO	State	\$0	\$0	\$0	\$0	\$864,672	\$864,672
OPS	LF	Local	\$0	\$0	\$0	\$0	\$864,672	\$864,672
Total:			\$0	\$0	\$0	\$0	\$1,729,344	\$1,729,344

Project: SunTran/Ocala/Marion Urban Capital/Urban Fixed Route FTA Section 5307

Project Type: Transit
 FM Number: 4271882
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.1, 1.3, 1.4 (14)



Description:

Grant for SunTran fixed route operational and capital.

Prior <2024:

\$14,639,252

Future >2028:

\$0

Total Project Cost:

\$35,611,890

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	FTA	Federal	\$3,036,415	\$3,188,236	\$3,347,648	\$3,515,030	\$3,690,782	\$16,778,111
CAP	LF	Local	\$759,103	\$797,059	\$836,912	\$878,758	\$922,695	\$4,194,527
Total:			\$3,795,518	\$3,985,295	\$4,184,560	\$4,393,788	\$4,613,477	\$20,972,638

Project: City of Ocala Transit – SunTran FY23 FTA Low-No-Award

Project Type: Transit
 FM Number: 4534641
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.1, 1.3, 1.4 (14)



Description:

The city of Ocala's SunTran transit system will receive funding to buy electric buses and small cutaway vans and expand its maintenance facility to service electric vehicles. The project will reduce emissions and improve service reliability for residents living in Ocala and Marion counties.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$16,166,822

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CAP	FTA	Federal	\$16,166,822	\$0	\$0	\$0	\$0	\$16,166,822
Total:			\$16,166,822	\$0	\$0	\$0	\$0	\$16,166,822

Project: Marion Senior Services Section 5311 Rural Transportation

Project Type: Transit
 FM Number: 4424601
 Lead Agency: Marion Transit
 Length: N/A
 LRTP (Page #): Goal 1, Objectives 1.1, 1.3, 1.4 (14)



Description:

Section 5311 operating and administrative grant assistance.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$7,612,386

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
OPS	DU	Federal	\$909,849	\$937,146	\$965,259	\$993,939	\$0	\$3,806,193
OPS	LF	Local	\$909,849	\$937,146	\$965,259	\$993,939	\$0	\$3,806,193
Total:			\$1,819,698	\$1,874,292	\$1,930,518	\$1,987,878	\$0	\$7,612,386

Project: Ocala/Marion Urban Area FY 2022/2023 to 2023/2024 UPWP

Project Type: Transportation Planning
 FM Number: 4393314
 Lead Agency: Ocala/Marion TPO
 Length: N/A
 LRTP (Page #): N/A



Description:

TPO Unified Planning Work Program (UPWP) Consolidated Planning Grant (CPG), including Federal Highway Administration Planning (PL-112) and Federal Transit Administration (FTA) grant funding for FY 2023/24.

Prior <2024:

\$898,984

Future >2028:

\$0

Total Project Cost:

\$1,878,149

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PLN	PL	Federal	\$979,165	\$0	\$0	\$0	\$0	\$979,165
Total:			\$979,165	\$0	\$0	\$0	\$0	\$979,165

Project: Ocala/Marion Urban Area FY 2024/2025 to 2025/2026 UPWP

Project Type: Transportation Planning
 FM Number: 4393315
 Lead Agency: Ocala/Marion TPO
 Length: N/A
 LRTP (Page #): N/A



Description:

TPO Unified Planning Work Program (UPWP) Consolidated Planning Grant (CPG) funding for FY 2024/25 and FY 2025/26.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,359,839

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PLN	PL	Federal	\$0	\$676,473	\$683,366	\$0	\$0	\$1,359,839
Total:			\$0	\$676,473	\$683,366	\$0	\$0	\$1,359,839

Project: Ocala/Marion Urban Area FY 2026/2027 to 2027/2028 UPWP

Project Type: Transportation Planning
 FM Number: 4393316
 Lead Agency: Ocala/Marion TPO
 Length: N/A
 LRTP (Page #): N/A



Description:

TPO Unified Planning Work Program (UPWP) Consolidated Planning Grant (CPG) grant funding for FY 2027/28 and FY 2028/29.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$1,366,732

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PLN	PL	Federal	\$0	\$0	\$0	\$683,366	\$683,366	\$1,366,732
Total:			\$0	\$0	\$0	\$683,366	\$683,366	\$1,366,732

ITS and Maintenance Projects



Project: Asset Maintenance, Marion County

Project Type: Routine Maintenance
 FM Number: 4469101
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.3 (15)



Description:

Ongoing asset management.

Prior <2024:

\$7,147,501

Future >2028:

\$0

Total Project Cost:

\$16,845,824

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
MNT	D	State	\$1,611,043	\$2,371,820	\$2,371,820	\$2,371,820	\$971,820	\$9,698,323
Total:			\$1,611,043	\$2,371,820	\$2,371,820	\$2,371,820	\$971,820	\$9,698,323

Project: City of Ocala MOA

Project Type: Routine Maintenance
 FM Number: 4427381
 Lead Agency: City of Ocala
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.3 (15)



Description:

Routine maintenance.

Prior <2024:

\$92,850

Future >2028:

\$0

Total Project Cost:

\$192,850

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
MNT	D	State	\$50,000	\$0	\$0	\$50,000	\$0	\$100,000
Total:			\$50,000	\$0	\$0	\$50,000	\$0	\$100,000

Project: Lighting Agreements

Project Type: Routine Maintenance
 FM Number: 4136153
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.3 (15)



Description:

Routine and ongoing lighting maintenance.

Prior <2024:

\$5,857,517

Future >2028:

\$0

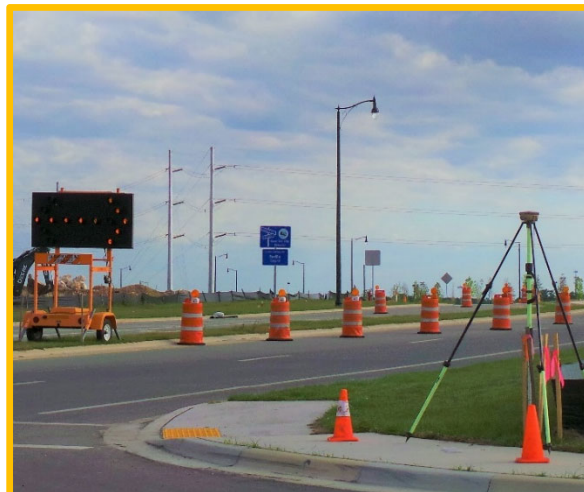
Total Project Cost:

\$7,708,899

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
MNT	D	State	\$441,220	\$454,457	\$468,088	\$487,617	\$0	\$1,851,382
Total:			\$441,220	\$454,457	\$468,088	\$487,617	\$0	\$1,851,382

Project: Marion Primary In-House

Project Type: Routine Maintenance
 FM Number: 4181071
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): Goal 6, Objective 6.3 (15)



Description:

Routine maintenance.

Prior <2024:	Future >2028:	Total Project Cost:
\$43,353,588	\$0	\$52,463,453

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
MNT	D	State	\$1,831,973	\$1,831,973	\$1,831,973	\$1,831,973	\$1,781,973	\$9,109,865
Total:			\$1,831,973	\$1,831,973	\$1,831,973	\$1,831,973	\$1,781,973	\$9,109,865

Project: Districtwide Rumblestripes Bundle, Marion County

Project Type: Routine Maintenance
 FM Number: 4522293
 Lead Agency: FDOT
 Length: 63 miles
 LRTP (Page #): Goal 6, Objective 6.2 (15)



Description:

Roadway rumblestripe installation and maintenance.

Prior <2024:

\$20,000

Future >2028:

\$0

Total Project Cost:

\$1,069,093

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	ACSS	Federal	\$1,019,093	\$0	\$0	\$0	\$0	\$1,019,093
CST	DIH	State	\$30,000	\$0	\$0	\$0	\$0	\$30,000
Total:			\$1,049,093	\$0	\$0	\$0	\$0	\$1,049,093

Project: Ocala Operations Center, Demolition of Old Buildings

Project Type: Fixed Capital Outlay

FM Number: 4516481

Lead Agency: FDOT

Length: N/A

LRTP (Page #): N/A



Description:

Fixed capital outlay for demolition of old buildings.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$144,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$0	\$144,000	\$0	\$0	\$0	\$144,000
Total:			\$0	\$144,000	\$0	\$0	\$0	\$144,000

Project: Ocala Operations Center, Equipment Storage Building with Enclosed Bays

Project Type: Fixed Capital Outlay

FM Number: 4516501

Lead Agency: FDOT

Length: N/A

LRTP (Page #): N/A



Description:

Fixed capital outlay for equipment storage building and bays.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$950,400

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$950,400	\$0	\$0	\$0	\$0	\$950,400
Total:			\$950,400	\$0	\$0	\$0	\$0	\$950,400

Project: Ocala Operations Center, Construction Renovation

Project Type: Fixed Capital Outlay
 FM Number: 4501251
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): N/A



Description:

Fixed capital outlay for renovation of Operations Center.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$7,623,200

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
PE	FCO	State	\$1,143,480	\$0	\$0	\$0	\$0	\$1,143,480
CST	FCO	State	\$6,479,720	\$0	\$0	\$0	\$0	\$6,479,720
Total:			\$7,623,200	\$0	\$0	\$0	\$0	\$7,623,200

Project: Ocala Operations Center, Remodel Shop and Tire Changing Area

Project Type: Fixed Capital Outlay
 FM Number: 4516511
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): N/A



Description:

Fixed capital outlay for remodel of shop and tire changing area.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$788,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$0	\$788,000	\$0	\$0	\$0	\$788,000
Total:			\$0	\$788,000	\$0	\$0	\$0	\$788,000

Project: Ocala Operations Center, Remodel Warehouse

Project Type: Fixed Capital Outlay
 FM Number: 4516521
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): N/A



Description:

Fixed capital outlay for remodel of warehouse.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$240,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$0	\$240,000	\$0	\$0	\$0	\$240,000
Total:			\$0	\$240,000	\$0	\$0	\$0	\$240,000

Project: Ocala Operations Center, Replace/Relocate Storage Bins with Two Covered Bays

Project Type: Fixed Capital Outlay

FM Number: 4516531

Lead Agency: FDOT

Length: N/A

LRTP (Page #): N/A



Description:

Fixed capital outlay for replacement or relocation of storage bins with covered bays.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$180,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$180,000	\$0	\$0	\$0	\$0	\$180,000
Total:			\$180,000	\$0	\$0	\$0	\$0	\$180,000

Project: Ocala Operations Center, Security – Electronic Door Access

Project Type: Fixed Capital Outlay
 FM Number: 4516541
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): N/A



Description:

Fixed capital outlay for electronic door security access.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$80,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Total:			\$80,000	\$0	\$0	\$0	\$0	\$80,000

Project: Ocala Operations Center, Vehicle Wash Rack

Project Type: Fixed Capital Outlay
 FM Number: 4516551
 Lead Agency: FDOT
 Length: N/A
 LRTP (Page #): N/A



Description:

Fixed capital outlay for vehicle wash rack.

Prior <2024:

\$0

Future >2028:

\$0

Total Project Cost:

\$200,000

Phase	Fund Category	Funding Source	2024	2025	2026	2027	2028	Total
CST	FCO	State	\$0	\$200,000	\$0	\$0	\$0	\$200,000
Total:			\$0	\$200,000	\$0	\$0	\$0	\$200,000

APPENDIX

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APPENDIX B: List of Federally Obligagted Projects

Annual Listing of Federally Obligated Projects

Summary

On an annual basis, per Title 23, United States Code (USC) 450.334, the Ocala Marion Transportation Planning Organization (TPO) is required to provide a summary listing of projects for which federal funds have been *obligated in the preceding federal fiscal year (FFY) from October 1 to September 30. The Florida Department of Transportation (FDOT) assists the TPO in complying with this requirement by providing a detailed report of federal obligations for Marion County. The report is included each year as an amendment to the current Transportation Improvement Program (TIP).

A net total of \$21,876,693 of federal funds were obligated in FFY 2022 for 39 transportation projects and programs in Marion County. Projects or programs for which federal funds have been obligated are not necessarily initiated or completed in the FFY, and the amount of the obligation in a fiscal year will typically not equal the total cost of the entire project. The following summary and companion FDOT report provide a listing of the federally obligated projects by phases and funding sources. In some cases, the FFY totals are negative, which reflect a de-obligation of project or program funding.

*Obligation is the legal commitment by the Federal government to pay or reimburse a State or other entity for the Federal share of a project's eligible cost. Obligated projects have been authorized by the federal government and funds have been approved for reimbursement. Funding for projects can in some cases also be de-obligated. Funding previously obligated is removed from a project due to changes such as cost, delay or cancellation.

ITEM NO	DESCRIPTION	PHASE	LENGTH	FFY 2022 Total
238648 1	SR 45 (US 41) FROM SW 110TH ST TO NORTH OF SR 40 WIDENING	PE	4.146	\$242,672
410674 2	SR 40 FROM END OF 4 LANES TO EAST OF CR 314 WIDENING	PE	5.327	\$531,273
410674 2	SR 40 FROM END OF 4 LANES TO EAST OF CR 314 WIDENING	ROW	5.327	-\$241,588
431797 1	NE 25TH AVENUE FROM NE 14TH STREET (SR492) TO NE 35TH STREET	PE	1.597	-\$121,361
431798 1	NE 36TH AVENUE FROM SR 492 (NE 14TH ST) TO NE 35TH STREET	RRU	1.517	-\$6,288
431798 2	NE 36TH AVENUE FROM SR 492 (NE 14TH ST) TO NE 20TH PLACE	PE	0.448	-\$60,883
431798 4	NE 36TH AVENUE FROM NORTH OF NE 25TH STREET TO NE 35TH STREET	PE	0.719	-\$62,671
433651 1	CR 484 FROM SW 20TH AVENUE TO CR 475A INTERCHANGE	CST	0.741	\$10,696,714
433651 1	CR 484 FROM SW 20TH AVENUE TO CR 475A INTERCHANGE	PE	0.741	\$30,867
433651 1	CR 484 FROM SW 20TH AVENUE TO CR 475A INTERCHANGE	RRU	0.741	\$2,148,374
433651 1	CR 484 FROM SW 20TH AVENUE TO CR 475A INTERCHANGE	ROW	0.741	-\$1,068,991
433651 4	CR 484 FROM SW 20TH AVENUE TO CR 475A INTERCHANGE	PE	0.414	\$1,067
433652 1	SR 40 INTERSECTIONS AT SW 40TH AVENUE AND SW 27TH AVENUE	ROW	1.309	-\$153,000
433661 1	US 441 FROM SR 40 TO SR 40A (SW BROADWAY)	CST	0.384	\$1,508,318
435659 2	SR 200 @ I-75/W OF I-75 TO E OF I-75 ADDING LEFT & RIGHT TURN LANES	CST	0.364	-\$99,963
435660 2	SR 326 FROM SR 326 RXR CROSS 627142B TO E OF CR 25A	CST	0.216	\$34,636
435660 2	SR 326 FROM SR 326 RXR CROSS 627142B TO E OF CR 25A	ROW	0.216	\$1,000
436755 1	INDIAN LAKE TRAIL FROM SILVER SPRINGS STATE PK TO INDIAN LAKE PK	PE	0.000	\$439,989
436879 1	SR 200 FROM S OF CR 484 TO S OF SW 60TH AVE.	CST	6.168	-\$18,467
437596 2	SR 40/SILVER SPRINGS BLVD FROM NW 27TH AVE TO SW 7TH AVE	CST	1.406	\$985,624
441136 1	SR25/SR200/US301/US441 FROM CR 25A TO US 301/US441 INTERCHANGE	CST	8.846	-\$3,129,850
441366 1	SR 40 FROM SW 27TH AVE TO MLK JR. AVE	CST	0.790	\$744,939
442916 1	SE HWY 484 AT S HWY 475 (MC SIGNAL ID #37) - HURRICANE IRMA	CST	0.000	\$15,264
443170 1	SR 93 (I-75) FROM SUMTER COUNTY TO SR 200 RESURFACING	CST	13.993	\$2,164,019
443170 1	SR 93 (I-75) FROM SUMTER COUNTY TO SR 200 RESURFACING	PE	13.993	\$1,000
444383 1	SE 36 AVE @ CROSSING # 627220-F	RRU	0.008	-\$102
445687 1	US 41 N / S WILLIAMS ST FROM BRITTAN ALEXANDER BRIDGE TO RIVER RD	CST	0.100	\$3,333
445687 1	US 41 N / S WILLIAMS ST FROM BRITTAN ALEXANDER BRIDGE TO RIVER RD	PE	0.100	-\$162,414
445688 1	US 27/US 441 @ CR 42	PE	0.065	\$10,059
445701 1	SE ABSHIER BLVD FROM SE HAMES RD TO N OF SE AGNEW RD	CST	0.180	\$399,592
445701 1	SE ABSHIER BLVD FROM SE HAMES RD TO N OF SE AGNEW RD	PE	0.180	\$1,000

ITEM NO	DESCRIPTION	PHASE	LENGTH	FFY 2022 Total
445800 1	E SR 40 @ SR 492 TRAFFIC SIGNALS	CST	0.116	\$536,192
445800 1	E SR 40 @ SR 492 TRAFFIC SIGNALS	PE	0.116	\$205,347
447603 1	NW 10TH/NE 14TH ST SR 492 TO NE 25TH AVE. TRAFFIC SIGNALS	PE	0.026	\$382,700
448389 1	NW 9TH STREET AT RR CROSSING #627174G	RRU	0.000	\$209,119
448854 1	NE 40TH ST AT RR CROSSING #627890X	RRU	0.000	-\$3,588
426179 1	SILVER SPRINGS STATE PARK PEDESTRIAN BRIDGES	PE	0.000	-\$2
436361 1	ITS OPERATIONAL SUPPORT- MARION COUNTY CMGC CONTRACT	CST	0.000	\$1,722,389
436361 1	ITS OPERATIONAL SUPPORT- MARION COUNTY CMGC CONTRACT	PE	0.000	-\$45,146
436361 2	ITS OPERATIONAL SUPPORT- CITY OF OCALA	PE	0.000	-\$5,182
436375 1	CITYWIDE SIDEWALK IMPROVEMENTS	CST	0.000	\$1,571,066
436474 2	SADDLEWOOD ELEMENTARY SIDEWALK IMPROVEMENTS	CST	0.000	\$305,096
436474 3	LEGACY ELEMENTARY SCHOOL SIDEWALKS	CST	0.000	\$1,405,659
436474 4	SADDLEWOOD ELEMENTARY SIDEWALK IMPROVEMENTS	CST	0.000	\$12,000
436474 5	LEGACY ELEMENTARY SCHOOL SIDEWALKS	CST	0.000	\$36,000
440900 2	I-75 FRAME - ARTERIALS ITS	CST	0.000	-\$18,766
442612 1	SINKHOLE REPAIR US 441 - MARION COUNTY - HURRICANE IRMA	GRANTS	0.010	\$171,712
439331 3	OCALA/MARION URBAN AREA FY 2020/2021-2021/2022 UPWP	PE	0.000	\$300,563
439331 4	OCALA/MARION URBAN AREA FY 2022/2023-2023/2024 UPWP	PE	0.000	\$257,372
39 PROJECTS/PROGRAMS			TOTAL:	\$21,876,693

Obligation Funding by Phase:

Construction (CST): \$18,873,795
Preliminary Engineering (PE): \$1,946,250
Right-of-Way (ROW): **-\$1,462,579**
Railroad Utilities (RRU): \$2,347,515
Grants: \$171,712

Phase Code:

CST - Construction
PE - Preliminary Engineering
ROW - Right-of-Way
RRU - Railroad Utilities
GRANTS - Grants, Miscellaneous

FLORIDA DEPARTMENT OF TRANSPORTATION
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Ocala-Marion TPO

HIGHWAYS
=====

ITEM NUMBER:238648 1
DISTRICT:05
ROADWAY ID:36060000

PROJECT DESCRIPTION:SR 45 (US 41) FROM SW 110TH ST TO NORTH OF SR 40
COUNTY:MARION
PROJECT LENGTH: 4.146MI

NON-SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 4/ 2/ 2

FUND CODE	2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	5,672
SL	30,000
SN	207,000
TOTAL 238648 1	242,672
TOTAL 238648 1	242,672

ITEM NUMBER:410674 2
DISTRICT:05
ROADWAY ID:36080000

PROJECT DESCRIPTION:SR 40 FROM END OF 4 LANES TO EAST OF CR 314
COUNTY:MARION
PROJECT LENGTH: 5.327MI

SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SN	531,273
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
GFSN	-62,105
SN	-179,483
TOTAL 410674 2	289,685
TOTAL 410674 2	289,685

ITEM NUMBER:431797 1
DISTRICT:05
ROADWAY ID:36000041

PROJECT DESCRIPTION:NE 25TH AVENUE FROM NE 14TH STREET (SR492) TO NE 35TH STREET
COUNTY:MARION
PROJECT LENGTH: 3.194MI

NON-SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 6/ 6/ 4

FUND CODE	2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SL	-121,361
TOTAL 431797 1	-121,361
TOTAL 431797 1	-121,361

ITEM NUMBER:431798 1
DISTRICT:05
ROADWAY ID:36000042

PROJECT DESCRIPTION:NE 36TH AVENUE FROM SR 492 (NE 14TH ST) TO NE 35TH STREET
COUNTY:MARION
PROJECT LENGTH: 1.517MI

NON-SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 2/ 2/ 4

FUND CODE	2022

PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	1,000
SN	-7,288
TOTAL 431798 1	-6,288
TOTAL 431798 1	-6,288

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Ocala-Marion TPO

HIGHWAYS
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ITEM NUMBER:431798 2 PROJECT DESCRIPTION:NE 36TH AVENUE FROM SR 492 (NE 14TH ST) TO NE 20TH PLACE
DISTRICT:05 COUNTY:MARION
ROADWAY ID:36000042 PROJECT LENGTH: .448MI

NON-SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 4/ 0/ 1

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	-51,902
SL	-8,981
TOTAL 431798 2	-60,883
TOTAL 431798 2	-60,883

ITEM NUMBER:431798 4 PROJECT DESCRIPTION:NE 36TH AVENUE FROM NORTH OF NE 25TH STREET TO NE 35TH STREET
DISTRICT:05 COUNTY:MARION
ROADWAY ID:36000042 PROJECT LENGTH: .719MI

NON-SIS
TYPE OF WORK:ADD LANES & RECONSTRUCT
LANES EXIST/IMPROVED/ADDED: 2/ 0/ 1

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
CM	-13,586
SA	-30,355
SL	-18,730
TOTAL 431798 4	-62,671
TOTAL 431798 4	-62,671

ITEM NUMBER:433651 1 PROJECT DESCRIPTION:CR 484 FROM SW 20TH AVENUE TO CR 475A
DISTRICT:05 COUNTY:MARION
ROADWAY ID:36570000 PROJECT LENGTH: .741MI

SIS
TYPE OF WORK:INTERCHANGE IMPROVEMENT
LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	20,867
SL	10,000
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
GFSN	-463,489
SA	100,000
SL	-312,390
SN	-393,112
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
GFSL	150,075
GFSN	463,490
SA	241,951
SL	992,858
SN	300,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
GFS A	1,004,134
GFSN	220,212
NFP	9,303,255
SA	169,113
TOTAL 433651 1	11,806,964
TOTAL 433651 1	11,806,964

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Ocala-Marion TPO

HIGHWAYS
=====

ITEM NUMBER:433651 4 PROJECT DESCRIPTION:CR 484 FROM SW 20TH AVENUE TO CR 475A *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:LANDSCAPING
ROADWAY ID:36570000 PROJECT LENGTH: .414MI LANES EXIST/IMPROVED/ADDED: 4/ 2/ 0

FUND CODE 2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT
SN 1,067
TOTAL 433651 4 1,067
TOTAL 433651 4 1,067

ITEM NUMBER:433652 1 PROJECT DESCRIPTION:SR 40 INTERSECTIONS AT SW 40TH AVENUE AND SW 27TH AVENUE *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:36110000 PROJECT LENGTH: 1.309MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 1

FUND CODE 2022

PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT
SL -153,000
TOTAL 433652 1 -153,000
TOTAL 433652 1 -153,000

ITEM NUMBER:433661 1 PROJECT DESCRIPTION:US 441 FROM SR 40 TO SR 40A (SW BROADWAY) *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:TRAFFIC OPS IMPROVEMENT
ROADWAY ID:36030000 PROJECT LENGTH: .384MI LANES EXIST/IMPROVED/ADDED: 6/ 0/ 0

FUND CODE 2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT
SA 174,748
SL 357,866
SN 975,704
TOTAL 433661 1 1,508,318
TOTAL 433661 1 1,508,318

ITEM NUMBER:435659 2 PROJECT DESCRIPTION:SR 200 @ I-75/W OF I-75 TO E OF I-75 ADDING LEFT & RIGHT TURN LANES *SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:36100000 PROJECT LENGTH: .364MI LANES EXIST/IMPROVED/ADDED: 6/ 0/ 4

FUND CODE 2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT
NHPP -99,963
TOTAL 435659 2 -99,963
TOTAL 435659 2 -99,963

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
ANNUAL OBLIGATIONS REPORT
=====

OCALA-MARION TPO

HIGHWAYS
=====

ITEM NUMBER:435660 2 PROJECT DESCRIPTION:SR 326 FROM SR 326 RXR CROSS 627142B TO E OF CR 25A (NW GAINESVILLE RD) *SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:36180000 PROJECT LENGTH: .216MI LANES EXIST/IMPROVED/ADDED: 3/ 0/ 1

FUND CODE	2022
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT NHPP	1,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT NHPP	34,636
TOTAL 435660 2	35,636
TOTAL 435660 2	35,636

ITEM NUMBER:436755 1 PROJECT DESCRIPTION:INDIAN LAKE TRAIL FROM SILVER SPRINGS STATE PARK TO INDIAN LAKE PARK *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:BIKE PATH/TRAIL
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT TALL	439,989
TOTAL 436755 1	439,989
TOTAL 436755 1	439,989

ITEM NUMBER:436879 1 PROJECT DESCRIPTION:SR 200 FROM S OF CR 484 TO S OF SW 60TH AVE. *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:RESURFACING
ROADWAY ID:36100000 PROJECT LENGTH: 6.168MI LANES EXIST/IMPROVED/ADDED: 6/ 4/ 0

FUND CODE	2022
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT SA	-18,467
TOTAL 436879 1	-18,467
TOTAL 436879 1	-18,467

ITEM NUMBER:437596 2 PROJECT DESCRIPTION:SR 40/SILVER SPRINGS BLVD FROM NW 27TH AVE TO SW 7TH AVE *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:SIDEWALK
ROADWAY ID:36110000 PROJECT LENGTH: 1.406MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2022
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT SL	985,624
TOTAL 437596 2	985,624
TOTAL 437596 2	985,624

FLORIDA DEPARTMENT OF TRANSPORTATION
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OCALA-MARION TPO

HIGHWAYS
=====

ITEM NUMBER:441136 1	PROJECT DESCRIPTION:SR25/SR200/US301/US441 FROM CR 25A TO US 301/US441 INTERCHANGE	*SIS*
DISTRICT:05	COUNTY:MARION	
ROADWAY ID:36001000	PROJECT LENGTH: 8.846MI	
		TYPE OF WORK:RESURFACING
		LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0
FUND CODE		2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SA		-2,375,880
SL		-753,970
TOTAL 441136 1		-3,129,850
TOTAL 441136 1		-3,129,850

ITEM NUMBER:441366 1	PROJECT DESCRIPTION:SR 40 FROM SW 27TH AVE TO MLK JR. AVE	*NON-SIS*
DISTRICT:05	COUNTY:MARION	
ROADWAY ID:36110000	PROJECT LENGTH: .790MI	
		TYPE OF WORK:SAFETY PROJECT
		LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0
FUND CODE		2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
HSP		744,939
TOTAL 441366 1		744,939
TOTAL 441366 1		744,939

ITEM NUMBER:442916 1	PROJECT DESCRIPTION:SE HWY 484 AT S HWY 475 (MC SIGNAL ID #37) - HURRICANE IRMA	*NON-SIS*
DISTRICT:05	COUNTY:MARION	
ROADWAY ID:	PROJECT LENGTH: .000	
		TYPE OF WORK:EMERGENCY OPERATIONS
		LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE		2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
ER17		3,556
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY MARION COUNTY ENGINEERING DEPT		
ER17		11,708
TOTAL 442916 1		15,264
TOTAL 442916 1		15,264

ITEM NUMBER:443170 1	PROJECT DESCRIPTION:SR 93 (I-75) FROM SUMTER COUNTY TO SR 200	*SIS*
DISTRICT:05	COUNTY:MARION	
ROADWAY ID:36210000	PROJECT LENGTH: 13.993MI	
		TYPE OF WORK:RESURFACING
		LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0
FUND CODE		2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
NHPP		1,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
NHPP		2,164,019
TOTAL 443170 1		2,165,019
TOTAL 443170 1		2,165,019

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
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Ocala-Marion TPO

HIGHWAYS
=====

ITEM NUMBER:444383 1 PROJECT DESCRIPTION:SE 36 AVE @ CROSSING # 627220-F *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:RAIL SAFETY PROJECT
ROADWAY ID:36000023 PROJECT LENGTH: .008MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2022

PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RHP	-102
TOTAL 444383 1	-102
TOTAL 444383 1	-102

ITEM NUMBER:445687 1 PROJECT DESCRIPTION:US 41 N / S WILLIAMS ST FROM BRITTAN ALEXANDER BRIDGE TO RIVER RD *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:SAFETY PROJECT
ROADWAY ID:36060000 PROJECT LENGTH: .100MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	1,000
SA	-163,414
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	3,333
TOTAL 445687 1	-159,081
TOTAL 445687 1	-159,081

ITEM NUMBER:445688 1 PROJECT DESCRIPTION:US 27/US 441 @ CR 42 *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:TRAFFIC SIGNALS
ROADWAY ID:36220000 PROJECT LENGTH: .065MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	10,059
TOTAL 445688 1	10,059
TOTAL 445688 1	10,059

ITEM NUMBER:445701 1 PROJECT DESCRIPTION:SE ABSHIER BLVD FROM SE HAMES RD TO N OF SE AGNEW RD *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:TRAFFIC SIGNALS
ROADWAY ID:36010000 PROJECT LENGTH: .180MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2022

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	1,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	399,592
TOTAL 445701 1	400,592
TOTAL 445701 1	400,592

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
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Ocala-Marion TPO

HIGHWAYS
=====

ITEM NUMBER:445800 1	PROJECT DESCRIPTION:E SR 40 @ SR 492		*NON-SIS*
DISTRICT:05	COUNTY:MARION		
ROADWAY ID:36080000	PROJECT LENGTH: .116MI		
			TYPE OF WORK:TRAFFIC SIGNALS
			LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE		2022	
-----		-----	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
HSP		208,020	
SA		-2,673	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT			
SA		536,192	
TOTAL 445800 1		741,539	
TOTAL 445800 1		741,539	

ITEM NUMBER:447603 1	PROJECT DESCRIPTION:NW 10TH/NE 14TH ST SR 492 TO NE 25TH AVE.		*NON-SIS*
DISTRICT:05	COUNTY:MARION		
ROADWAY ID:36008000	PROJECT LENGTH: .026MI		
			TYPE OF WORK:TRAFFIC SIGNALS
			LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0
FUND CODE		2022	
-----		-----	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT			
SL		382,700	
TOTAL 447603 1		382,700	
TOTAL 447603 1		382,700	

ITEM NUMBER:448389 1	PROJECT DESCRIPTION:NW 9TH STREET AT RR CROSSING #627174G		*NON-SIS*
DISTRICT:05	COUNTY:MARION		
ROADWAY ID:	PROJECT LENGTH: .000		
			TYPE OF WORK:RAIL SAFETY PROJECT
			LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE		2022	
-----		-----	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT			
RHH		209,119	
TOTAL 448389 1		209,119	
TOTAL 448389 1		209,119	

ITEM NUMBER:448854 1	PROJECT DESCRIPTION:NE 40TH ST AT RR CROSSING #627890X		*NON-SIS*
DISTRICT:05	COUNTY:MARION		
ROADWAY ID:	PROJECT LENGTH: .000		
			TYPE OF WORK:RAIL SAFETY PROJECT
			LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE		2022	
-----		-----	
PHASE: RAILROAD AND UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT			
RHP		-3,588	
TOTAL 448854 1		-3,588	
TOTAL 448854 1		-3,588	
TOTAL DIST: 05		16,163,932	
TOTAL HIGHWAYS		16,163,932	

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 ANNUAL OBLIGATIONS REPORT
 =====
PLANNING
 =====

ITEM NUMBER:439331 3
 DISTRICT:05
 ROADWAY ID:

PROJECT DESCRIPTION:OCALA/MARION URBAN AREA FY 2020/2021-2021/2022 UPWP
 COUNTY:MARION
 PROJECT LENGTH: .000

NON-SIS
 TYPE OF WORK:TRANSPORTATION PLANNING
 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY MARION COUNTY BOCC	
PL	300,563
TOTAL 439331 3	300,563
TOTAL 439331 3	300,563

ITEM NUMBER:439331 4
 DISTRICT:05
 ROADWAY ID:

PROJECT DESCRIPTION:OCALA/MARION URBAN AREA FY 2022/2023-2023/2024 UPWP
 COUNTY:MARION
 PROJECT LENGTH: .000

NON-SIS
 TYPE OF WORK:TRANSPORTATION PLANNING
 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2022
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY MARION COUNTY BOCC	
PL	257,372
TOTAL 439331 4	257,372
TOTAL 439331 4	257,372
TOTAL DIST: 05	557,935
TOTAL PLANNING	557,935

FLORIDA DEPARTMENT OF TRANSPORTATION
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OCALA-MARION TPO

MISCELLANEOUS
=====

ITEM NUMBER:426179 1	PROJECT DESCRIPTION:SILVER SPRINGS STATE PARK PEDESTRIAN BRIDGES	*NON-SIS*
DISTRICT:05	COUNTY:MARION	TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:	PROJECT LENGTH: .000	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2022	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
TALN	-312,653	
TALT	312,651	
TOTAL 426179 1	-2	
TOTAL 426179 1	-2	

ITEM NUMBER:436361 1	PROJECT DESCRIPTION:ITS OPERATIONAL SUPPORT- MARION COUNTY CMGC CONTRACT	*NON-SIS*
DISTRICT:05	COUNTY:MARION	TYPE OF WORK:ITS COMMUNICATION SYSTEM
ROADWAY ID:	PROJECT LENGTH: .000	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2022	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SL	-45,146	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SL	1,722,389	
TOTAL 436361 1	1,677,243	
TOTAL 436361 1	1,677,243	

ITEM NUMBER:436361 2	PROJECT DESCRIPTION:ITS OPERATIONAL SUPPORT- CITY OF OCALA	*NON-SIS*
DISTRICT:05	COUNTY:MARION	TYPE OF WORK:ITS COMMUNICATION SYSTEM
ROADWAY ID:	PROJECT LENGTH: .000	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2022	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT		
SL	-5,182	
TOTAL 436361 2	-5,182	
TOTAL 436361 2	-5,182	

ITEM NUMBER:436375 1	PROJECT DESCRIPTION:CITYWIDE SIDEWALK IMPROVEMENTS	*NON-SIS*
DISTRICT:05	COUNTY:MARION	TYPE OF WORK:SIDEWALK
ROADWAY ID:	PROJECT LENGTH: .000	LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0
FUND CODE	2022	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY CITY OF OCALA		
SL	63,437	
TALL	13,746	
TALT	1,169,483	
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT		
TALT	5,000	
TOTAL 436375 1	1,251,666	
TOTAL 436375 1	1,251,666	

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
ANNUAL OBLIGATIONS REPORT
=====

Ocala-Marion TPO

MISCELLANEOUS
=====

ITEM NUMBER:436474 5 PROJECT DESCRIPTION:LEGACY ELEMENTARY SCHOOL SIDEWALKS
DISTRICT:05 COUNTY:MARION
ROADWAY ID: PROJECT LENGTH: .000

NON-SIS
TYPE OF WORK:SIDEWALK
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SL	28,181
TALT	7,819
TOTAL 436474 5	36,000
TOTAL 436474 5	36,000

ITEM NUMBER:440900 2 PROJECT DESCRIPTION:I-75 FRAME - ARTERIALS
DISTRICT:05 COUNTY:MARION
ROADWAY ID: PROJECT LENGTH: .000

NON-SIS
TYPE OF WORK:ITS COMMUNICATION SYSTEM
LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2022

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NFP	-18,766
TOTAL 440900 2	-18,766
TOTAL 440900 2	-18,766

ITEM NUMBER:442612 1 PROJECT DESCRIPTION:SINKHOLE REPAIR US 441 - MARION COUNTY - HURRICANE IRMA
DISTRICT:05 COUNTY:MARION
ROADWAY ID:36001000 PROJECT LENGTH: .010MI

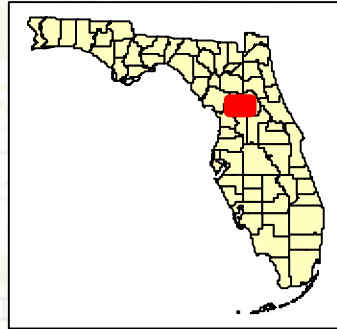
NON-SIS
TYPE OF WORK:EMERGENCY OPERATIONS
LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2022

PHASE: GRANTS AND MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER17	171,712
TOTAL 442612 1	171,712
TOTAL 442612 1	171,712
TOTAL DIST: 05	5,154,826
TOTAL MISCELLANEOUS	5,154,826

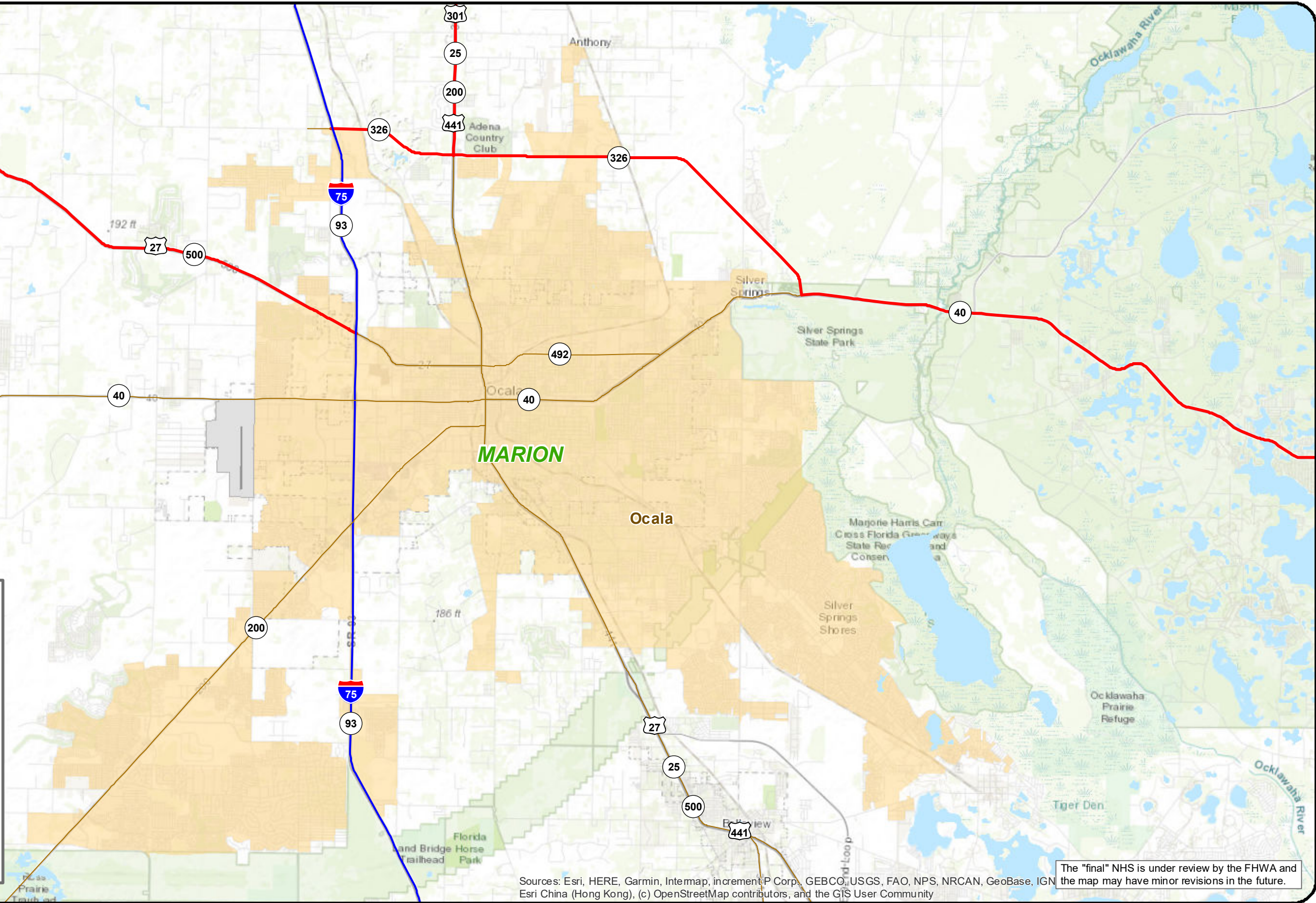
GRAND TOTAL **21,876,693**

APPENDIX C: Map of National Highway System (NHS) and Strategic Intermodal System (SIS)



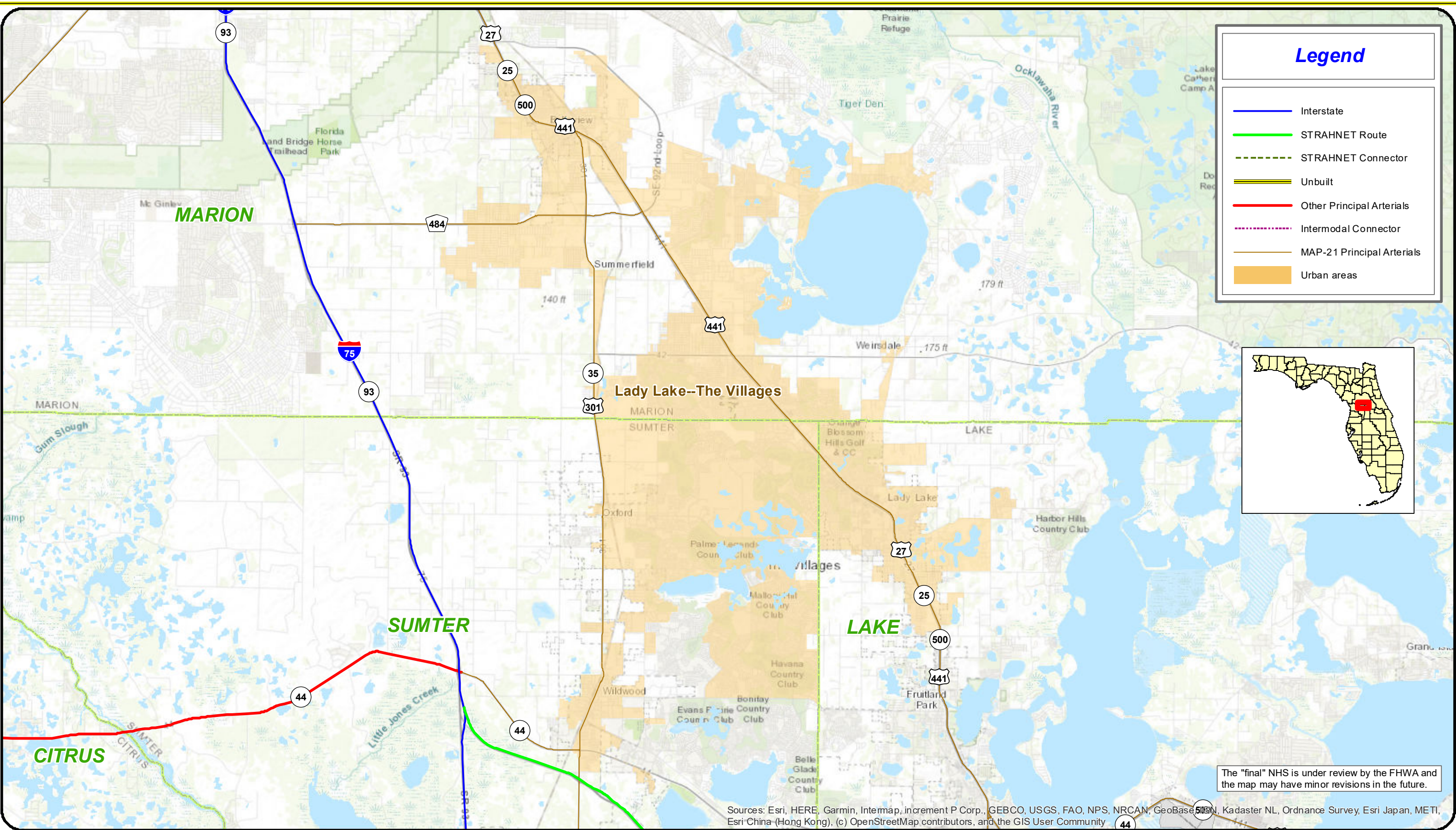
Legend

- Interstate
- STRAHNET Route
- - - STRAHNET Connector
- Unbuilt
- Other Principal Arterials
- · - · Intermodal Connector
- MAP-21 Principal Arterials
- Urban areas



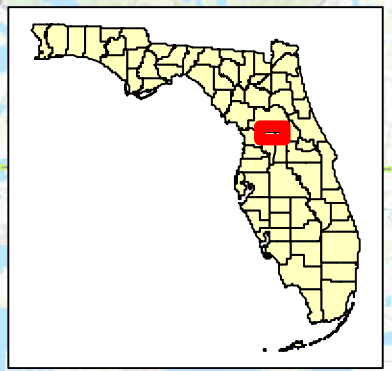
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

The "final" NHS is under review by the FHWA and the map may have minor revisions in the future.




Legend

- Interstate
- STRAHNET Route
- - - STRAHNET Connector
- Unbuilt
- Other Principal Arterials
- · - · - Intermodal Connector
- MAP-21 Principal Arterials
- Urban areas



The "final" NHS is under review by the FHWA and the map may have minor revisions in the future.

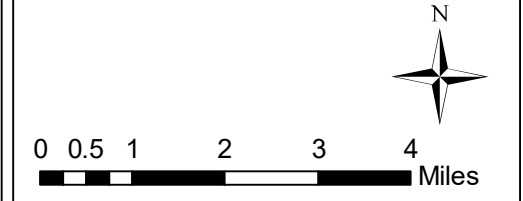
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



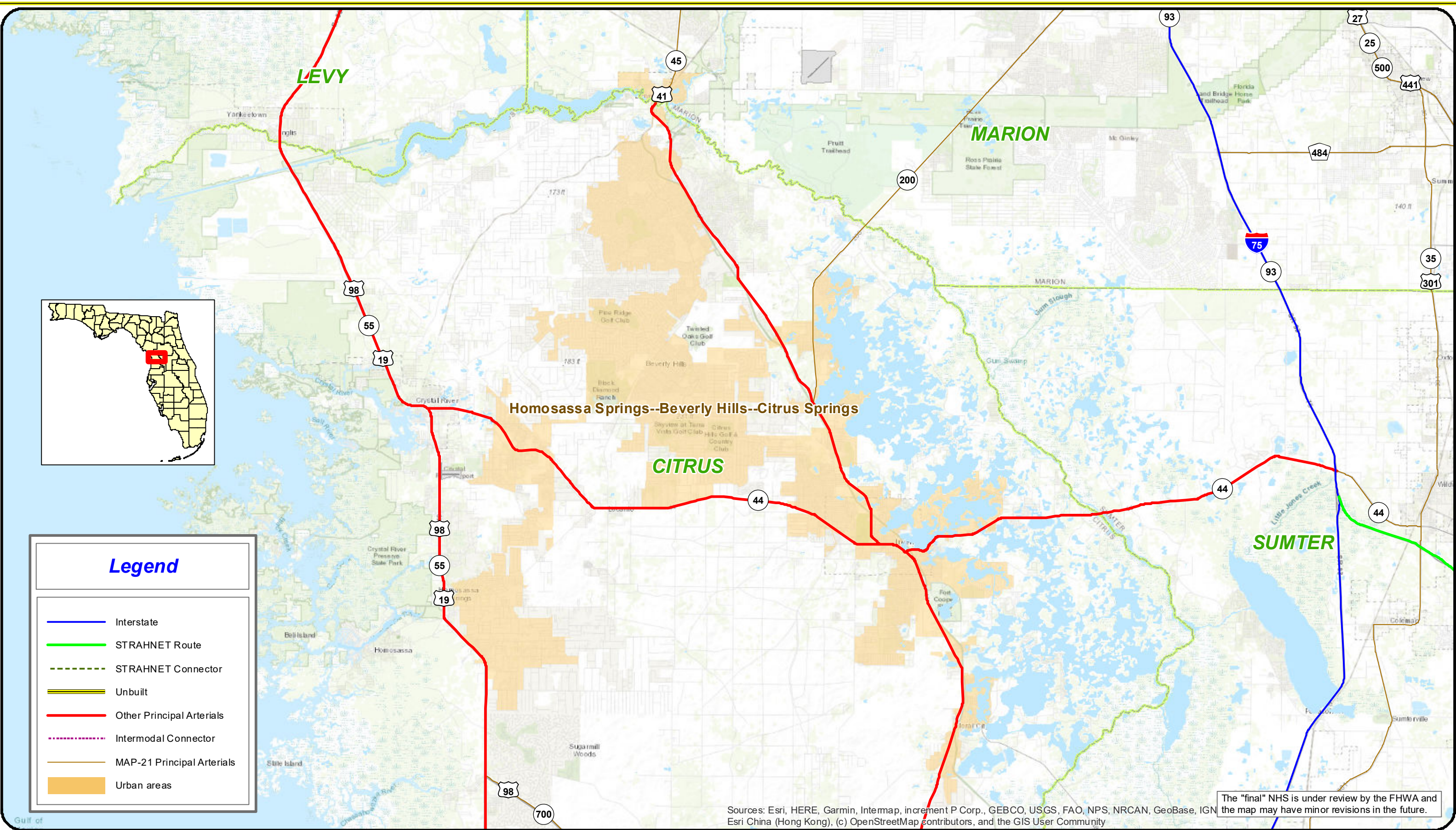
Florida Department of Transportation
Transportation Data & Analytics

Florida's National Highway System

Lady Lake, The Villages - 2/7/2023



0 0.5 1 2 3 4 Miles



Legend

- Interstate
- STRAHNET Route
- - - STRAHNET Connector
- Unbuilt
- Other Principal Arterials
- · - · Intermodal Connector
- MAP-21 Principal Arterials
- Urban areas

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

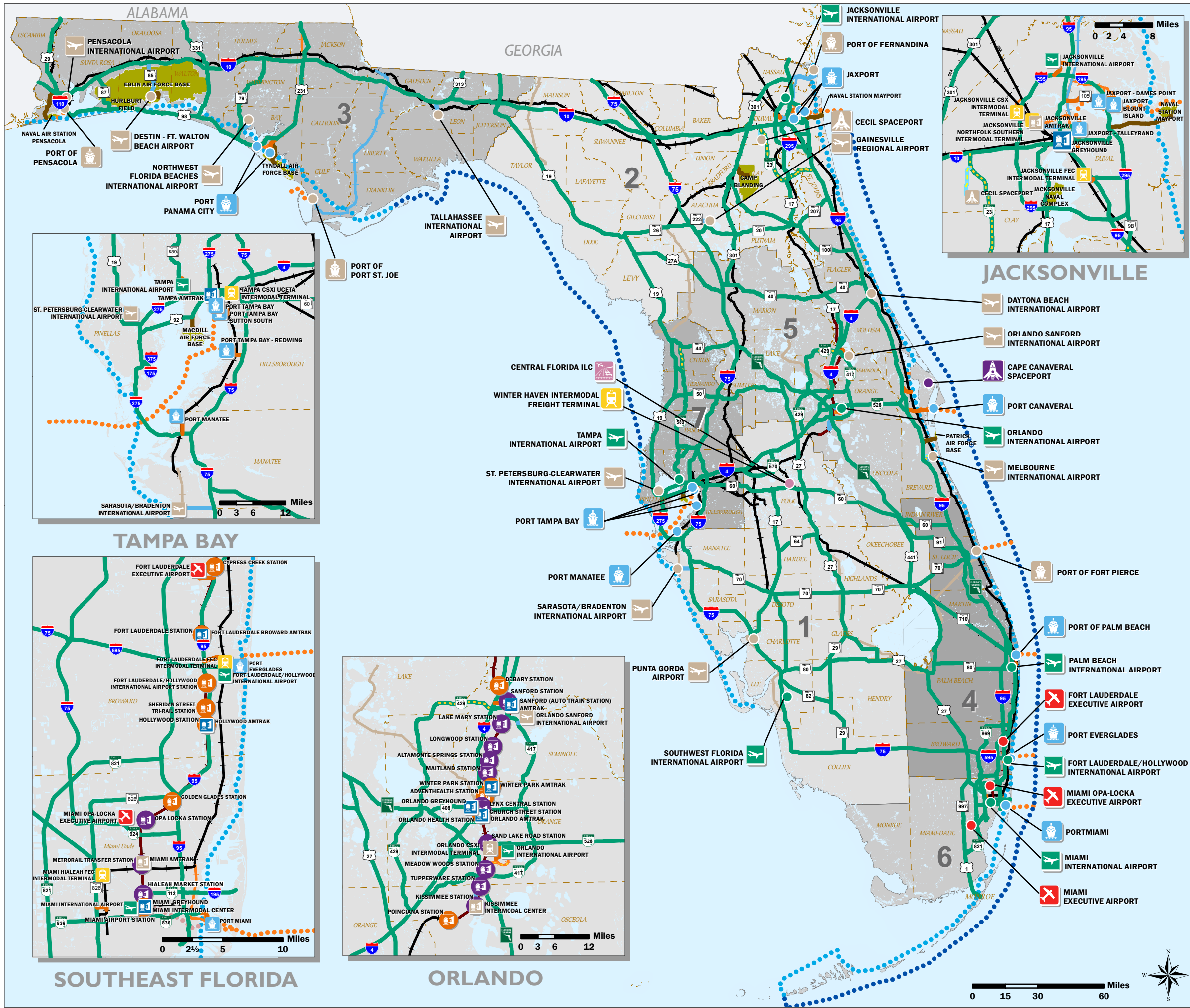
The "final" NHS is under review by the FHWA and the map may have minor revisions in the future.


Florida Department of Transportation
Transportation Data & Analytics

Florida's National Highway System

Homosassa Springs, Beverly Hills, Citrus Springs - 2/7/2023

0.5 1 2 3 4 Miles





Strategic Intermodal System
System Map

Airports & Spaceports

- SIS Commercial Service Airport
- Strategic Growth Commercial Service Airport
- SIS General Aviation Reliever Airport
- SIS Spaceport
- Strategic Growth Spaceport

Seaports

- SIS Seaport
- Strategic Growth Seaport

Freight Rail Terminals

- SIS Freight Rail Terminal
- Strategic Growth Freight Rail Terminal

Intermodal Logistic Center

- Strategic Growth Intermodal Logistic Center

Interregional Passenger Terminals

- SIS Passenger Terminal
- Strategic Growth Passenger Terminal

Urban Fixed Guideway Transit Terminal

- SIS Urban Fixed Guideway Hub
- SIS Urban Fixed Guideway Station

Highway

- SIS Highway Corridor
- Future SIS Highway Corridor
- Strategic Growth Highway Corridor
- SIS Highway Connector
- Strategic Growth Highway Connector
- Future Strategic Growth Highway Connector
- SIS Military Access Facility

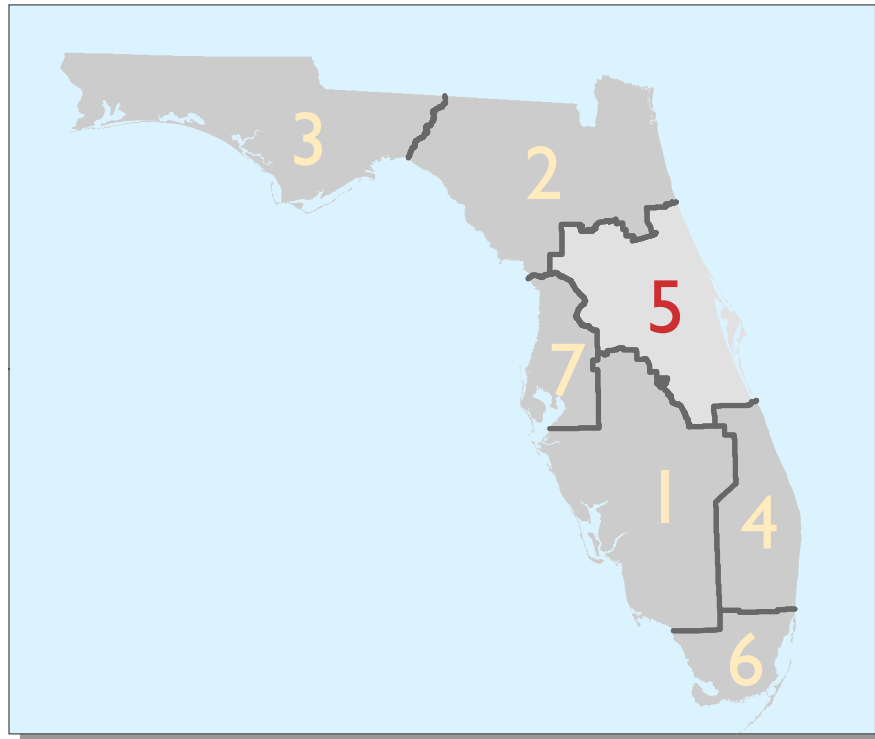
Rail & Urban Fixed Guideway

- SIS Railway Corridor
- Strategic Growth Railway Corridor
- SIS Railway Connector
- Strategic Growth Railway Connector
- SIS Urban Fixed Guideway

Waterways

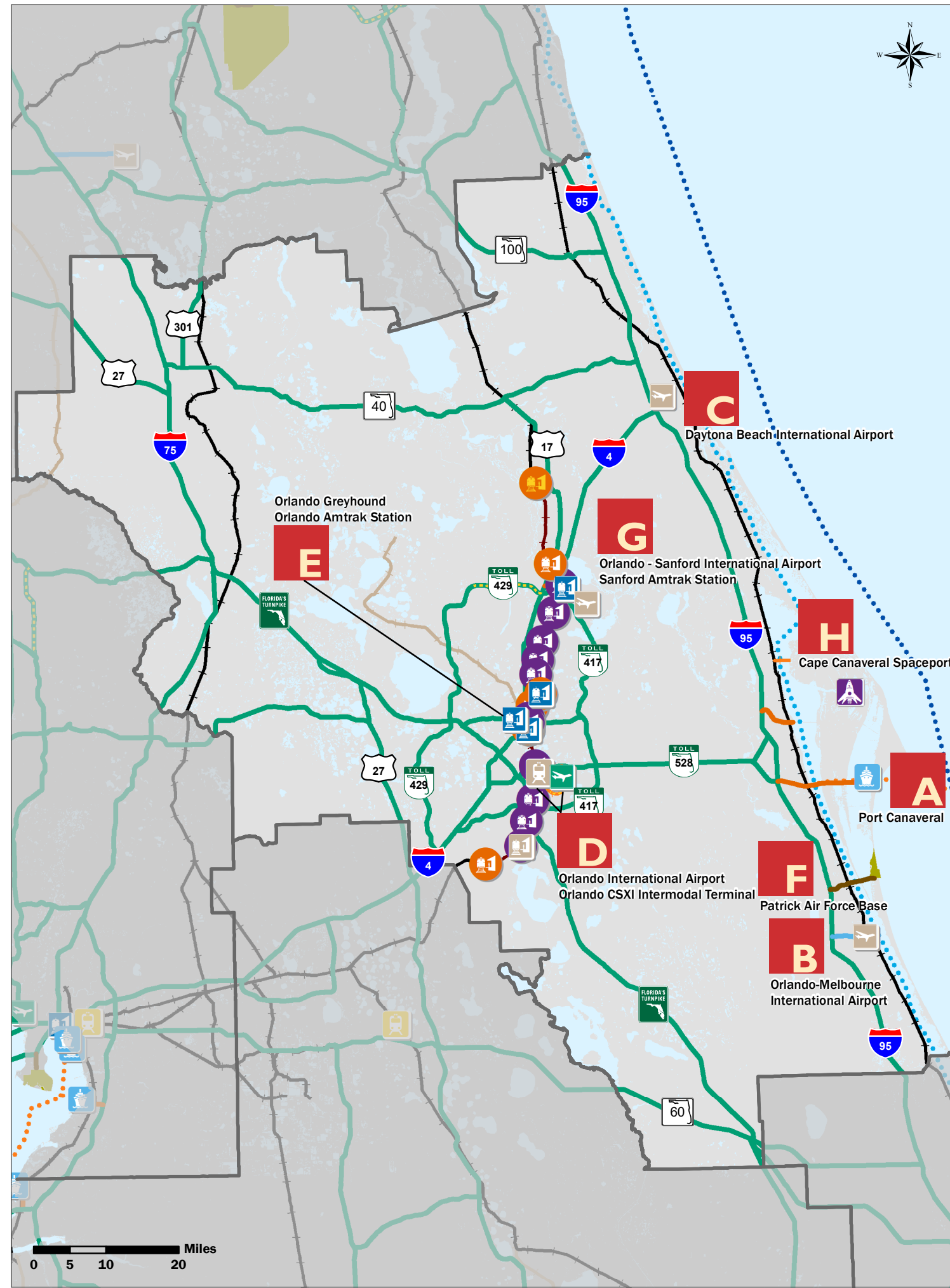
- SIS Waterway
- Strategic Growth Waterway
- SIS Waterway Connector
- SIS Waterway Shipping Lane

DISTRICT 5 overview



DESIGNATED SIS AND STRATEGIC GROWTH FACILITIES						
Facility Type	Active and Planned Drop Facilities					Future Facility
	Corridor / Hub		Connector		Military Access Facility	
	SIS	Strategic Growth	SIS	Strategic Growth		
Airports	1	3	-	-	-	-
Spaceports	1	-	-	-	-	-
Seaports	1	-	-	-	-	-
Freight Terminals	-	1	-	-	-	-
Passenger Terminals	4	1	-	-	-	-
UFG Hubs / Stations	5 / 11	-	-	-	-	1 / 0
Rail Miles	301	54	2	3	-	6
Urban Fixed Guideway	52	-	-	-	-	12
Highway Miles (Centerline)	796	-	28	17	6	13
Highway Miles (Lane)	3717	-	110	71	26	11

Note: For Future Highways that have yet to be open to traffic, lane mileage has not been included



SIS atlas

- Airports and Spaceports**
 - SIS Airport
 - Strategic Growth Airport
 - SIS Spaceport
- Seaports**
 - SIS Seaport
- Freight Rail Terminals**
 - Strategic Growth Freight Rail Terminal
- Passenger Terminals**
 - SIS Passenger Terminal
 - Strategic Growth Passenger Terminal
- UFG Transit Terminals**
 - SIS Urban Fixed Guideway Hub
 - Future SIS Urban Fixed Guideway Hub
 - SIS Urban Fixed Guideway Station
- Highway**
 - SIS Highway Corridor
 - Future SIS Highway Corridor
 - SIS Highway Connector
 - Strategic Growth Highway Connector
 - Military Access Facility
- Rail**
 - SIS Railway Corridor
 - Strategic Growth Railway Corridor
 - SIS Railway Connector
- Urban Fixed Guideway (UFG)**
 - SIS Urban Fixed Guideway Corridor
- Waterways**
 - SIS Waterway
 - SIS Waterway Connector
 - SIS Waterway Shipping Lane
- Connector Map Insets**
 - A

APPENDIX D: Transportation Performance Management Fact Sheets

Transportation Performance Management

February 2023

OVERVIEW

This document highlights key target setting provisions of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) performance management requirements for state Departments of Transportation (DOT), Metropolitan Planning Organizations (MPO), and public transportation providers.*

TRANSPORTATION PERFORMANCE MANAGEMENT FRAMEWORK

Federal transportation law requires state DOTs and MPOs to implement Transportation Performance Management (TPM), a strategic approach to making investment and policy decisions to achieve performance goals. TPM uses past performance levels and forecasted conditions to measure progress toward strategic goals as a means to guide investments.



Three FHWA Performance Measures (PM) rules and two FTA transit rules establish various performance measures to assess highway safety (PM1), bridge and pavement condition (PM2), system performance and freight movement (PM3), transit asset management (TAM), and transit safety. The FHWA and FTA Planning Rule and the performance measures rules also specify how MPOs should set targets, report performance, and integrate performance management into their Long Range Transportation Plans (LRTP) and Transportation Improvement Programs (TIP).*

Long Range Transportation Plans

The LRTP must:

- » Describe performance measures and targets used in assessing the performance of the transportation system.
- » Include a System Performance Report that:
 - Evaluates the performance of the transportation system with respect to performance targets.
 - Documents the progress achieved by the MPO in meeting the targets.
- » Integrate the goals, objectives, performance measures, and targets described in other plans and processes required as part of a performance-based program.

Transportation Improvement Programs

The TIP must:

- » Reflect the investment priorities established in the LRTP.
- » Be designed such that once implemented, it makes progress toward achieving the performance targets.
- » Include a description of the anticipated effect of the TIP toward achieving the performance targets, linking investment priorities to performance targets.

FDOT and the Metropolitan Planning Organization Advisory Council (MPOAC) have developed model language for inclusion of performance measures and targets in LRTPs and TIPs

*Please refer to the five accompanying fact sheets to obtain key information for the three FHWA performance measures rules and two FTA transit rules.

TIMELINE FOR MPO ACTIONS

PM1

BY AUGUST 31 (ANNUALLY)
FDOT Safety Office establishes targets for the next calendar year in its Highway Safety Improvement Program (HSIP) annual report to FHWA.

BY FEBRUARY 27 (ANNUALLY)
MPOs must establish safety (PM1) targets for the current calendar year (180 days after FDOT establishes targets).

● FDOT
■ MPOs



PM2 & PM3

BY DECEMBER 16, 2022**
FDOT establishes statewide targets for 2023 and 2025 and reports performance and targets to FHWA.

BY JUNE 14, 2023
MPOs establish 2025 targets (no later than 180 days after FDOT establishes targets).

BY OCTOBER 1, 2024
FDOT reports statewide performance and progress toward targets.



TIMEFRAME

TRANSIT ASSET MANAGEMENT AND TRANSIT SAFETY

PUBLIC TRANSPORTATION PROVIDERS

TAM

- Update TAM Plan/Group TAM Plan every 4 years
- Update TAM targets annually

Transit Safety

- Update safety targets annually

MPOs

- Update MPO transit targets with every LRTP update
- Reflect MPO targets and public transportation provider(s) current targets in each updated TIP

TARGET SETTING OPTIONS

The Florida Department of Transportation (FDOT), the MPOs, and public transportation providers set their respective performance targets in coordination with one another. All MPOs establish a target for each applicable performance measure by one of two options:

Support the target established by FDOT or the public transportation provider(s).

The MPO agrees to plan and program projects so that they contribute toward the accomplishment of the state or public transportation provider(s) target.

OR

Establish own target.

The MPO coordinates with FDOT or the public transportation provider(s) regarding the methodology used to develop the target and the proposed target prior to establishing a final target.

For the **PM1, PM2, and PM3 measures**, MPOs must establish their targets no later than 180 days after FDOT sets its targets. For the **transit asset management and safety measures**, MPOs are not required to establish transit targets annually each time the public transportation provider(s) establishes targets. Instead, MPO transit targets must be established when the MPO updates the LRTP. MPOs will reflect current public transportation provider(s) targets in the updated TIP.

ASSESSMENT OF SIGNIFICANT PROGRESS

FHWA will not assess MPO target achievement. However, FHWA and FTA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

** FHWA changed the due date from October 1, 2022 due to a technical issue with the reporting system.

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PM1: Safety (All Public Roads)



Florida Department of Transportation Office of Policy Planning

Performance Management

February 2023

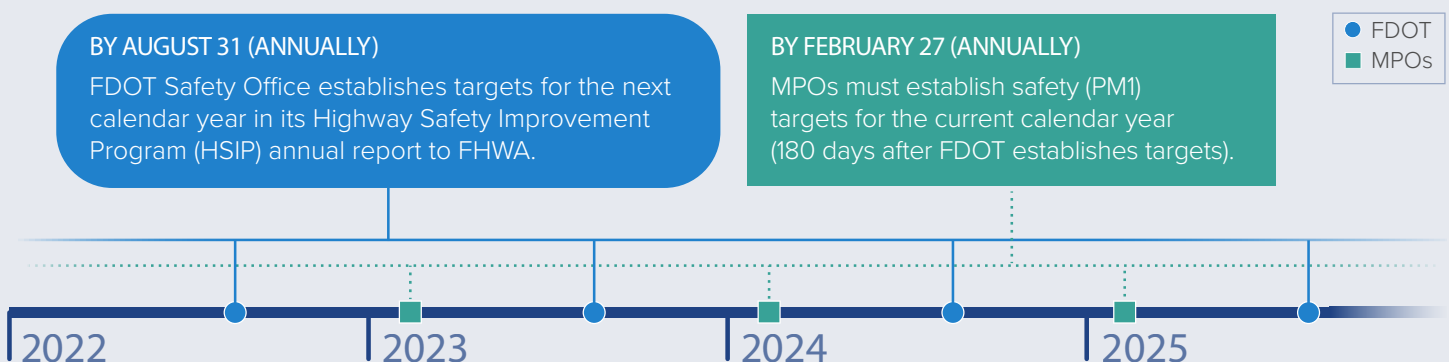
OVERVIEW

The first of Federal Highway Administration's (FHWA) performance management rules establishes measures to assess safety on all public roads and the process for the Florida Department of Transportation (FDOT) and Florida's Metropolitan Planning Organizations (MPO) to establish and report their safety targets.*

PERFORMANCE MEASURES – APPLICABLE TO ALL PUBLIC ROADS

NUMBER OF FATALITIES	<i>The total number of persons suffering fatal injuries in a motor vehicle crash during a calendar year.</i>	RATE OF SERIOUS INJURIES	<i>The total number of serious injuries per 100 million VMT in a calendar year.</i>
RATE OF FATALITIES	<i>The total number of fatalities per 100 million vehicle miles traveled (VMT) in a calendar year.</i>	NUMBER OF NON-MOTORIZED FATALITIES AND NON-MOTORIZED SERIOUS INJURIES	<i>The combined total number of non-motorized fatalities and non-motorized serious injuries involving a motor vehicle during a calendar year.</i>
NUMBER OF SERIOUS INJURIES	<i>The total number of persons suffering at least one serious injury in a motor vehicle crash during a calendar year.</i>		

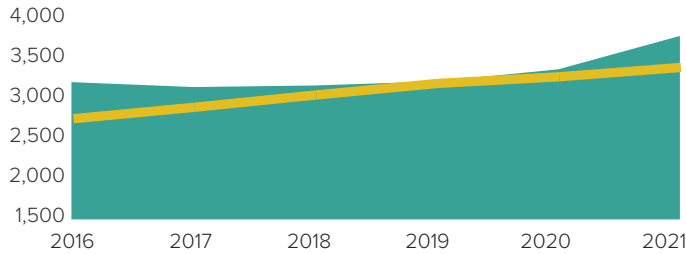
TIMELINE



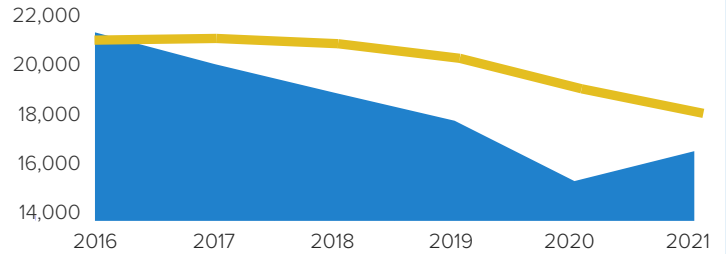
* Please refer to the [fact sheet](#) addressing *MPO Requirements* for information about MPO targets and planning processes.

EXISTING STATEWIDE CONDITIONS

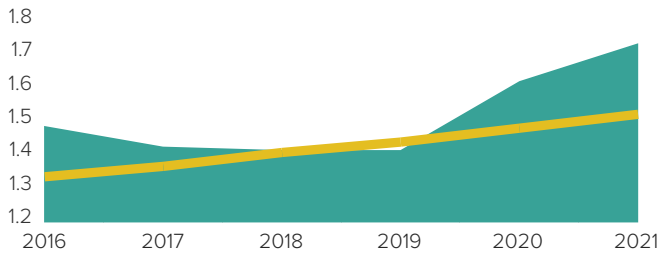
ANNUAL FATALITIES



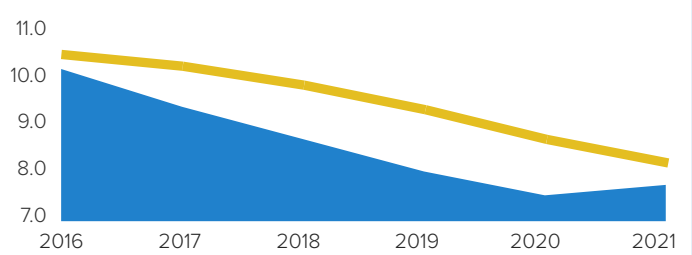
ANNUAL SERIOUS INJURIES



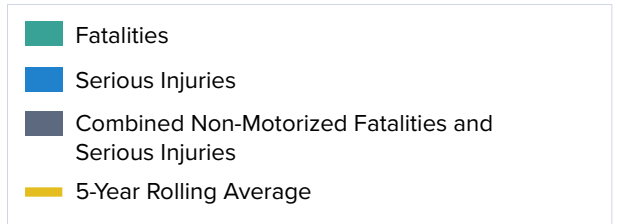
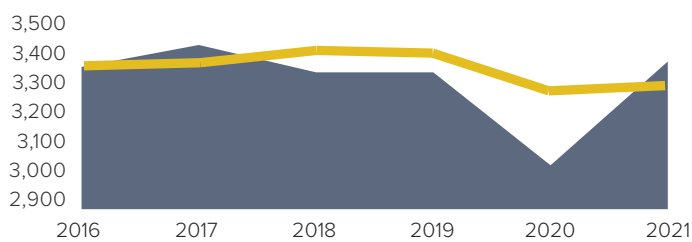
FATALITY RATE (PER HUNDRED MILLION VMT)



SERIOUS INJURY RATE (PER HUNDRED MILLION VMT)



NUMBER OF NON-MOTORIZED FATALITIES AND SERIOUS INJURIES



Source: FLHSMV, 2022.

STATEWIDE TARGETS

FDOT establishes statewide safety targets for the following calendar year as part of the [HSIP Annual Report](#), which must be submitted by August 31 each year.

Given FDOT's firm belief that every life counts, the target set for all safety performance measures is ZERO.

MPO TARGETS

MPOs must set targets by February 27 of each year (within 180 days after FDOT sets targets). MPOs have the option of supporting the statewide targets or establishing their own targets for the MPO planning area.

MPOs must include the most recent reported performance and targets with each TIP update. The TIP must describe how the investments contribute to achieving the performance targets. The LRTP must include a System Performance Report that discusses the performance of the transportation system and progress achieved in meeting the targets over time.

ASSESSMENT OF SIGNIFICANT PROGRESS

FHWA considers a state to have met or made significant progress when at least four of the five safety targets are met or the actual outcome is better than baseline performance. Florida is making progress towards achieving the targets established for serious injuries but not yet for fatalities or non-motorized users.

As requested by FHWA, FDOT annually develops an [HSIP Implementation Plan](#) to highlight strategies it will undertake in support of these targets. MPOs are encouraged to review this Plan each year to identify strategies appropriate for their planning area.

FHWA will not assess MPO target achievement. However, FHWA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

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PM2: Bridge and Pavement



Florida Department of Transportation Office of Policy Planning

Performance Management

February 2023

OVERVIEW

The second Federal Highway Administration (FHWA) performance management rule establishes measures to assess the condition of bridges and pavement on the National Highway System (NHS) and the process for the Florida Department of Transportation (FDOT) and Florida's Metropolitan Planning Organizations (MPO) to establish and report targets.*

PAVEMENT PERFORMANCE MEASURES

- » Percentage of pavements on the Interstate System in **GOOD** condition.
- » Percentage of pavements on the Interstate System in **POOR** condition.
- » Percentage of pavements on the non-Interstate NHS in **GOOD** condition.
- » Percentage of pavements on the non-Interstate NHS in **POOR** condition.

BRIDGE PERFORMANCE MEASURES

- » Percentage of NHS bridges (by deck area) in **GOOD** condition.
- » Percentage of NHS bridges (by deck area) in **POOR** condition.

GOOD CONDITION

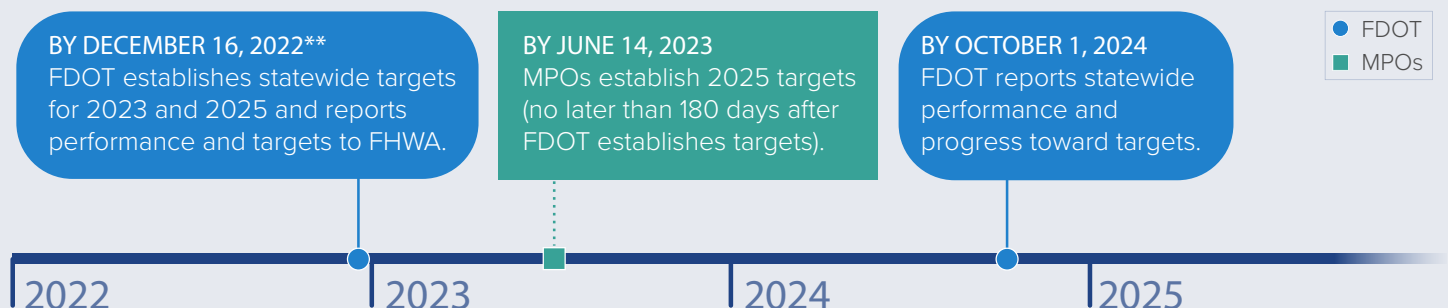
Suggests no major investment is needed.

POOR CONDITION

Suggests major investment is needed.

TIMELINE

SECOND Performance Period (January 1, 2022 to December 31, 2025)



* Please refer to the [fact sheet](#) addressing *MPO Requirements* for information about MPO targets and planning processes.

** FHWA changed the due date from October 1, 2022 due to a technical issue with the reporting system.

EXISTING STATEWIDE CONDITIONS

NHS Bridges

Year	in Good Condition	in Poor Condition
2017	67.7%	1.2%
2018	66.6%	1.2%
2019	66.2%	1.2%
2020	65.5%	0.5%
2021 (Baseline)	61.3%	0.5%

Interstate Pavements

Year	in Good Condition	in Poor Condition
2017	66.1%	0.0%
2018	54.2%	0.6%
2019	68.0%	0.5%
2020	68.8%	0.6%
2021 (Baseline)	70.5%	0.7%

Non-Interstate NHS Pavements

Year	in Good Condition	in Poor Condition
2017	44.0%	0.4%
2018	39.9%	0.4%
2019	41.0%	0.3%
2020	41.0%	0.3%
2021 (Baseline)	47.5%	1.1%

Source: FDOT and FHWA.

STATEWIDE TARGETS

FDOT established 2023 and 2025 targets for NHS bridge and pavement on December 16, 2022. These targets are identical to those set for 2019 and 2021, respectively. Florida's performance through 2021 exceeds the targets.

Performance Measure	2023 Target	2025 Target
Bridge		
% of NHS bridges (by deck area) in GOOD condition	50.0%	50.0%
% of NHS bridges (by deck area) in POOR condition	10.0%	10.0%
Pavement		
% of Interstate pavements in GOOD condition	60.0%	60.0%
% of Interstate pavements in POOR condition	5.0%	5.0%
% of non-Interstate NHS pavements in GOOD condition	40.0%	40.0%
% of non-Interstate NHS pavements in POOR condition	5.0%	5.0%

MPO TARGETS

MPOs must set 2025 targets by June 14, 2023 (within 180 days after FDOT set the statewide targets). MPOs have the option of supporting the statewide targets or establishing their own targets for the MPO planning area.

The TIP must include the most recent reported performance and targets as well as a description of how the investments contribute to achieving the targets. The LRTP must include a System Performance Report that discusses performance and the progress achieved in meeting targets.

ASSESSMENT OF SIGNIFICANT PROGRESS

FHWA will determine if FDOT has made significant progress toward the achievement of each 2-year or 4-year statewide target if either:

- » The actual condition/performance level is better than the baseline performance; or
- » The actual performance level is equal to or better than the established target.

FHWA's determination of significant progress toward the 2021 bridge and pavement targets is anticipated in March 2023.

FHWA will not assess MPO target achievement. However, FHWA and FTA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

MINIMUM CONDITIONS

Every year, FHWA will assess if FDOT is meeting federal minimum condition standards for NHS bridges and Interstate pavements. If it is not, FDOT must obligate a specified percentage of available funds for maintenance of these facilities.

FDOT IS ON TRACK TO MEET MINIMUM CONDITION STANDARDS

- » **Bridge:** No more than 10 percent of total deck area of NHS bridges classified as Structurally Deficient (*Poor* condition) for three consecutive years. ✓
- » **Pavement:** No more than 5 percent of the Interstate System in *Poor* condition for most recent year. ✓

FOR MORE INFORMATION PLEASE CONTACT

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PM3: System Performance



Florida Department of Transportation Office of Policy Planning

Performance Management

February 2023

OVERVIEW

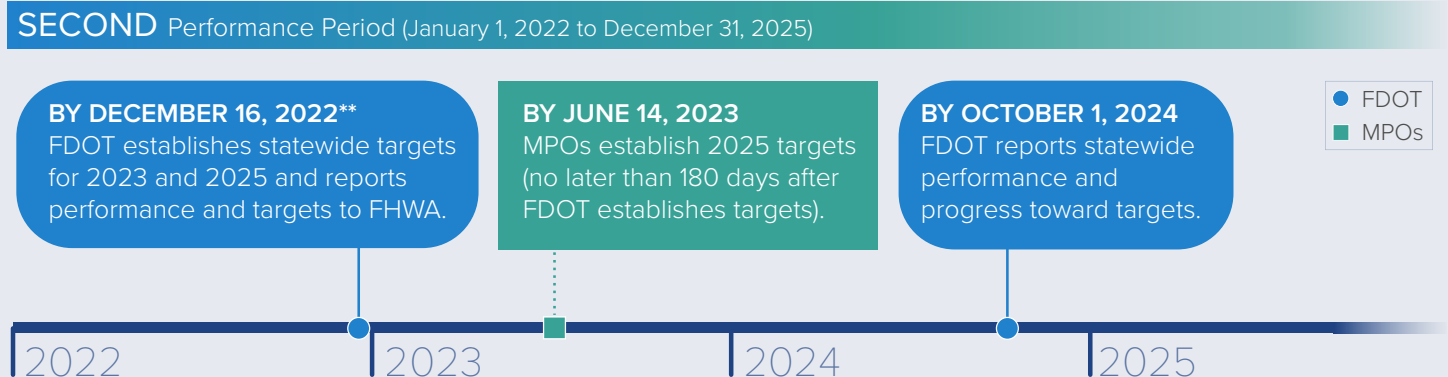
The third Federal Highway Administration (FHWA) performance management rule establishes measures to assess the reliability of passenger and truck freight travel on the National Highway System (NHS) and the process for the Florida Department of Transportation (FDOT) and Florida's Metropolitan Planning Organizations (MPO) to establish and report their targets.*

PERFORMANCE MEASURES

PERFORMANCE MEASURE	REFERRED TO AS	WHAT IT MEASURES
Percent of person-miles traveled on the Interstate that are reliable	Interstate reliability	Compares longer travel times (80 th percentile) to a normal travel time (50 th percentile). Vehicle occupancy is factored in to determine the person-miles traveled on segments considered reliable, and this is converted to a percent of total miles.
Percent of person-miles traveled on the non-Interstate NHS that are reliable	Non-Interstate NHS reliability	Compares longer travel times (80 th percentile) to a normal travel time (50 th percentile). Vehicle occupancy is factored in to determine the person-miles traveled on segments considered reliable, and this is converted to a percent of total miles.
Truck travel time reliability index (Interstate)	Truck reliability	Compares longer travel times (95 th percentile) to the normal travel time for trucks. This is expressed as a ratio called the Truck Travel Time Reliability Index, or TTTR.

The PM3 rule also defines measures for assessing the CMAQ Program that apply only to states and MPOs that are in a designated air quality non attainment areas or maintenance areas. Florida does not have any applicable areas, therefore the CMAQ measures are not addressed in this fact sheet.

TIMELINE



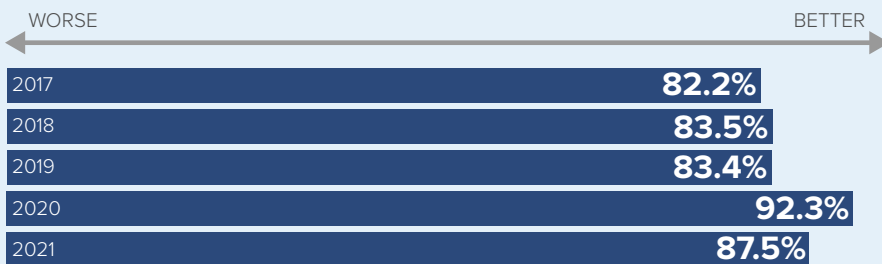
* Please refer to the [fact sheet](#) addressing *MPO Requirements* for information about MPO targets and planning processes.

** FHWA changed the due date from October 1, 2022 due to a technical issue with the reporting system.

EXISTING STATEWIDE CONDITIONS

INTERSTATE RELIABILITY

Percent of person-miles traveled on the Interstate that are reliable



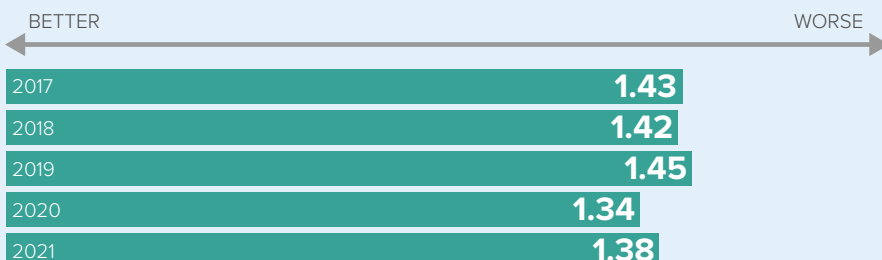
NON-INTERSTATE NHS RELIABILITY

Percent of person-miles traveled on the non-Interstate NHS that are reliable



TRUCK RELIABILITY

Truck travel time reliability index (Interstate)



Source: PM3 Report on Regional Integrated Transportation Information System (RITIS) platform using National Performance Management Data Research Data Set (NPMRDS).

STATEWIDE TARGETS

FDOT established the following 2023 and 2025 targets on December 16, 2022. These targets are identical to those set for 2019 and 2021, respectively. Florida's performance through 2021 exceeds the targets.

PERFORMANCE MEASURE	2023 TARGET	2025 TARGET
INTERSTATE RELIABILITY	75.0%	70.0%
NON-INTERSTATE NHS RELIABILITY	50.0%	50.0%
TRUCK RELIABILITY	1.75	2.00

MPO TARGETS

MPOs must set 2025 targets by June 14, 2023 (within 180 days after FDOT set the statewide targets). MPOs have the option of supporting the statewide targets or establishing their own targets for the MPO planning area.

The TIP must include the most recent reported performance and targets as well as a description of how the investments contribute to achieving the targets. The LRTP must include a System Performance Report that discusses performance and the progress achieved in meeting targets.

ASSESSMENT OF SIGNIFICANT PROGRESS

FHWA will determine that FDOT has made significant progress toward the achievement of each 2-year or 4-year statewide target if either:

- » The actual performance level is better than the baseline performance; or
- » The actual performance level is equal to or better than the established target.

FHWA's determination of significant progress toward the 2021 interstate reliability and truck reliability targets is anticipated in March 2023. If FDOT does not make significant progress toward achieving a reliability target, it must document the actions it will take to achieve the target. For the truck reliability measure, it must provide additional freight congestion analysis and documentation.

FHWA will not assess MPO target achievement. However, FHWA and FTA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

FOR MORE INFORMATION PLEASE CONTACT

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ASSET MANAGEMENT

Public Transit



Florida Department of Transportation Office of Policy Planning

Performance Management

February 2023

OVERVIEW

The Federal Transit Administration (FTA) [Transit Asset Management rule](#) applies to all recipients and subrecipients of federal transit funding that own, operate, or manage public transportation capital assets. The rule defines State of Good Repair (SGR) performance measures and establishes requirements for Transit Asset Management (TAM) Plans and performance targets. This fact sheet describes these requirements and the role of the Metropolitan Planning Organizations (MPO) under this rule.*

STATE OF GOOD REPAIR PERFORMANCE MEASURES

Transit Asset Categories and TAM Performance Measures

FTA ASSET CATEGORIES	PERFORMANCE MEASURES
EQUIPMENT Non-revenue support-service and maintenance vehicles	Percentage of non-revenue vehicles that have met or exceeded their useful life benchmark (ULB)
ROLLING STOCK Revenue vehicles	Percentage of revenue vehicles that have met or exceeded their ULB
INFRASTRUCTURE Rail fixed-guideway track	Percentage of track segments (by mode) with performance restrictions
FACILITIES Buildings and structures	Percentage of facilities rated below condition 3 on the Transit Economic Requirement Model (TERM) scale

“State of good repair” is defined as the condition in which a capital asset is able to operate at a full level of performance. This means the asset:

1. Is able to perform its designed function.
2. Does not pose a known unacceptable safety risk.
3. Lifecycle investment needs have been met or recovered.

Public transportation providers are required to report transit asset performance measures and targets annually to the National Transit Database (NTD).

TIMEFRAME

PUBLIC TRANSPORTATION PROVIDERS

- Update TAM Plan/Group TAM Plan every 4 years
- Update TAM targets annually

MPOs

- Update MPO TAM targets with every LRTP update
- Reflect MPO targets and public transportation provider(s) current TAM targets in each updated TIP

* Please refer to the [fact sheet](#) addressing *MPO Requirements* for information about MPO targets and planning processes.

TAM PLAN

Tier I versus Tier II Agencies

The rule makes a distinction between Tier I and Tier II public transportation providers and establishes different requirements for them.

TIER I

Operates rail

OR

≥ 101 vehicles across all fixed route modes

OR

≥ 101 vehicles in one non-fixed route mode

TIER II

Subrecipient of 5311 funds

OR

American Indian Tribe

OR

≤ 100 vehicles across all fixed route modes

OR

≤ 100 vehicles in one non-fixed route mode

Required Elements of Provider TAM Plans

1. Inventory of Capital Assets

TIERS I AND II

2. Condition Assessment

3. Decision Support Tools

4. Investment Prioritization

5. TAM and SGR Policy

TIER I ONLY

6. Implementation Strategy

7. List of Key Annual Activities

8. Identification of Resources

9. Evaluation Plan

A **TIER I** public transportation provider must develop its own TAM Plan. The Tier I public transportation provider must make the TAM plan, annual targets, and supporting materials available to the state DOTs and MPOs that provide funding to the provider.

A **TIER II** public transportation provider may develop its own plan or participate in a group TAM plan, which is compiled by a group TAM plan sponsor. Group plan sponsors must make the group plan, targets, and supporting materials available to the state DOTs and MPOs that program projects for any participants of the group plan.

The Florida Department of Transportation (FDOT) developed a group plan for all subrecipients in 2022 that includes collective TAM targets for the participating providers. Participants in FDOT's Group TAM Plan primarily operate in areas of the state that are not served by an MPO.

MPO AND PUBLIC TRANSPORTATION PROVIDER COORDINATION

- » Each public transportation provider or its sponsor must share its targets with each MPO in which the public transportation provider operates services.
- » MPOs are not required to establish transit asset management targets each time the public transportation provider(s) establishes annual targets. Instead, MPO transit targets must be established when the MPO updates the LRTP. MPOs will reflect current public transportation provider(s) TAM targets in the updated TIP.
- » When establishing transit asset management targets, the MPO can either agree to program projects that will support the public transportation provider(s) targets, or establish its own separate regional targets for the MPO planning area. MPO targets may differ from the public transportation provider(s) targets, especially if there are multiple public transportation providers in the MPO planning area.
- » MPOs are required to coordinate with the public transportation provider(s) and group plan sponsors when selecting targets.
- » FTA will not assess MPO progress toward achieving transit targets. However, Federal Highway Administration (FHWA) and FTA will review MPO adherence to performance management requirements as part of periodic transportation planning process reviews.

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SAFETY

Public Transit



Performance Management

February 2023

OVERVIEW

The Federal Transit Administration (FTA) Public Transportation Agency Safety Plan (PTASP) rule established transit safety performance management requirements for certain providers of public transportation that receive federal financial assistance. This fact sheet describes these requirements and the role of Metropolitan Planning Organizations (MPO) under this rule.*

PUBLIC TRANSPORTATION AGENCY SAFETY PLANS (PTASP)

Federal Rule Applicability

Recipients and Sub-recipients of FTA 5307 funds

The rule applies to recipients and sub-recipients of FTA 5307 funds that operate a public transportation system and to operators of rail transit systems subject to FTA's State Safety Oversight Program.

The PTASP regulations do not apply to certain modes of transit service that are subject to the safety jurisdiction of another Federal agency, including passenger ferry operations regulated by the U.S. Coast Guard, and commuter rail operations that are regulated by the Federal Railroad Administration.

Small public transportation providers without rail and with fewer than 101 revenue vehicles in operation during peak service may complete their own plan or have their plan drafted or certified by their state DOT.

PUBLIC TRANSPORTATION SAFETY PERFORMANCE MEASURES

FATALITIES	<i>Total number of reportable fatalities and rate per total vehicle revenue miles by mode.</i>
INJURIES	<i>Total number of reportable injuries and rate per total vehicle revenue miles by mode.</i>
SAFETY EVENTS	<i>Total number of reportable events and rate per total vehicle revenue miles by mode.</i>
SYSTEM RELIABILITY	<i>Mean distance between major mechanical failures by mode.</i>

TIMEFRAME

PUBLIC TRANSPORTATION PROVIDERS

- Update safety targets annually

MPOs

- Update MPO safety targets with every LRTP update
- Reflect MPO targets and public transportation provider(s) current safety targets in each updated TIP

* Please refer to the [fact sheet](#) addressing *MPO Requirements* for information about MPO targets and planning processes.

RELATIONSHIP OF PTASP TO FLORIDA REQUIREMENTS

Florida requires each Section 5307 and/or 5311 public transportation provider to have an adopted System Safety Program Plan (SSPP) (Chapter 14-90, Florida Administrative Code). Because Section 5307 public transportation providers in Florida must already have a SSPP, FDOT recommends that public transportation providers revise their existing SSPPs to be compliant with the FTA PTASP requirements.

FDOT has issued guidance to public transportation providers to assist them with revising existing SSPPs to be compliant with the FTA PTASP requirements.

While the PTASP rule requires public transportation providers to establish safety performance targets, the SSPP does not.

REQUIREMENTS

TRANSIT SAFETY TARGET COORDINATION BETWEEN FDOT, MPOS, AND PUBLIC TRANSPORTATION PROVIDERS

- » Public transportation providers that annually draft and certify a PTASP and transit safety targets must make the PTASP and underlying safety performance data available to FDOT and the MPOs to aid in the planning process.
- » MPOs are not required to establish transit safety targets annually each time the public transportation provider(s) establishes targets. Instead, MPO transit targets must be established when the MPO updates the LRTP. MPOs will reflect current public transportation provider(s) PTASP targets in the updated TIP.
- » Public transportation providers will coordinate with FDOT and affected MPOs in the selection of transit safety performance targets.
- » Public transportation providers will give written notice to the MPO(s) and FDOT when the public transportation provider establishes transit safety targets.
- » When establishing transit safety targets, the MPO can either agree to program projects that will support the public transportation provider targets, or establish its own separate targets for the MPO planning area.
- » MPOs that establish their own transit safety targets will coordinate with the public transportation provider(s) and FDOT in the selection of transit safety performance targets, and will give written notice to the public transportation provider(s) and FDOT when the MPO establishes its own transit safety targets.
- » MPOs that agree to support the public transportation provider(s) safety targets will provide FDOT and the public transportation providers documentation that the MPO agrees to do so.
- » If two or more public transportation providers operate in an MPO planning area and establish different safety targets for a measure, the MPO may establish a single target for the MPO planning area or establish a set of targets that reflect the differing public transportation provider targets.

FOR MORE INFORMATION PLEASE CONTACT

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APPENDIX E: Public Notice Records

Ocala StarBanner

Public Notices

Originally published at ocala.com on 05/02/2023

OCALA MARION TRANSPORTATION PLANNING ORGANIZATION

May 2, 2023

The Ocala Marion TPO Draft Transportation Improvement Program (TIP) is now available for public review and comment.

The Ocala Marion Transportation Planning Organization (TPO) Transportation Improvement Program (TIP) is a five-year schedule of transportation improvements throughout the Metropolitan Planning Area of Marion County. The TIP documents the anticipated timing and cost of transportation projects funded by federal, state and local sources. Projects in the TIP may include roadway and bridge construction; operations; resurfacing; bicycle and pedestrian; transit, aviation and rail.

The Draft TIP for Fiscal Years 2024 to 2028 is now available for public review by accessing the TPO website at: <https://ocalamariontpo.org/plans-and-programs/transportation-improvement-program-tip>.

Please use the TPO Feedback Form: <https://ocalamariontpo.org/contact-us/tpo-feedback-form/>

to provide comments by June 16, 2023; or contact Rob Balmes, TPO Director. 352-438-2630; rob.balmes@marionfl.org.

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PO Box 631244 Cincinnati, OH 45263-1244

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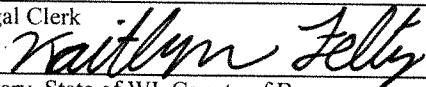
The Star Banner, a newspaper printed and published in the city of Ocala, and of general circulation in the County of Marion, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

05/02/2023

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OCALA MARION TRANSPORTATION PLANNING ORGANIZATION May 2, 2023

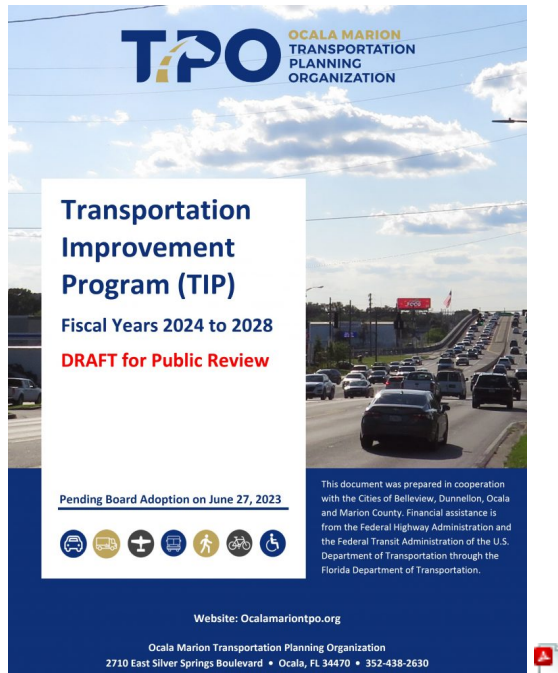
The Ocala Marion TPO Draft Transportation Improvement Program (TIP) is now available for public review and comment.

The Ocala Marion Transportation Planning Organization (TPO) Transportation Improvement Program (TIP) is a five-year schedule of transportation improvements throughout the Metropolitan Planning Area of Marion County. The TIP documents the anticipated timing and cost of transportation projects funded by federal, state and local sources. Projects in the TIP may include roadway and bridge construction; operations; resurfacing; bicycle and pedestrian; transit, aviation and rail.

The Draft TIP for Fiscal Years 2024 to 2028 is now available for public review by accessing the TPO website at:
<https://ocalamariontpo.org/plans-and-programs/transportation-improvement-program-tip>.

Please use the TPO Feedback Form:
<https://ocalamariontpo.org/contact-us/tpo-feedback-form/>
to provide comments by June 16, 2023; or contact Rob Balmes, TPO Director. 352-438-2630; rob.balmes@marionfl.org.

The Ocala Marion TPO Draft TIP is available for public review and comment – Transportation Planning Organization



May 2, 2023 - TPO Website

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APPENDIX F: Public and Partner Comments



Draft FY 2024 to 2028 Transportation Improvement Program (TIP)

Public Comments

Summary

The draft Fiscal Years 2024 to 2028 Transportation Improvement Program (TIP) was made available for public and partner agency review from May 2 to June 16, 2023. The following public comments were received by the TPO.

- **Public Comment:** “In the draft TIP document for public review, the draft 2023 List of Priority Projects (Top 20 Priorities) is missing (Figure 12, page 26). Is there some reason that was omitted? It would be nice to see what's being proposed as the most important projects for 2023.”
 - **TPO Response:** Noted for public record. The citizen was provided a link to the current draft Top 20 list, and the process for adoption through the TPO Board. The citizen was thanked for the comment and action will be taken to add the most current draft Top 20 list in the draft TIP document.
- **Public Comment:** “I live on SE 175th St. 34491. We frequently have overflow traffic in our neighborhood as the interstate backs up and drivers come on to 475, then onto SE 175th. I have emailed the sheriff, county commissioner, marion county traffic dept. Several neighbors and I have come up with changes to our roads that we believe would help. Motorists are often speeding, not paying attention, littering, and disregarding pedestrians and their children and pets. We are concerned for our safety.”
 - **TPO Response:** Noted for public record. The citizen was thanked for the comment and asked to contact the TPO to share further details and recommendations.

TRANSPORTATION IMPROVEMENT PROGRAM

Review Checklist

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) REVIEW CHECKLIST

The following TIP Review Checklist is provided to assist in the review of the TIP. This Review Checklist is to be completed and included in the MPO's final TIP Document.

Comments should be categorized as:

Editorial: Comments may be addressed by MPO, but would not affect approval of the document, i.e., grammatical, spelling and other related errors.

Enhancement: Comments may be addressed by MPO, but would not affect approval of the document, i.e., improve the quality of the document and the understanding for the public (improving graphics, re-packaging of the document, use of plain language, reformatting for clarity, removing redundant language).

Critical: Comment MUST be addressed to meet minimum state and federal requirements to obtain approval. The reviewer must clearly identify the applicable state or federal policies, regulations, guidance, procedures or statutes that the document does not conform with.

If a question is categorized, a comment must be included. In addition, if a question is answered with "no", a comment must also be included. Once the checklist is finalized, please share as a PDF.

MPO:	Ocala Marion TPO	Fiscal Years included:	2024-2028
Review #:	2	Date of Review:	07/07/23
		Reviewed by:	RH

TIP Format & Content

Does the cover page include the MPO name, address correct fiscal years, and provide a location to add the date of adoption? Yes No
[No comment](#) [Click here to enter comments](#) Page Numbers: 1

Does the Table of Contents show the title of each section with correct page number? Yes No
[No comment](#) [Click here to enter comments](#) Page Numbers: 4
[Click here to enter notes](#)

Does TIP include an endorsement that it was developed following state and federal requirements and include date of official MPO approval? This would be an MPO resolution or signed signature block on cover. Yes No
[No comment](#) [Click here to enter comments](#) Page Numbers: 2
[Click here to enter notes](#)

Does TIP include a list of definitions, abbreviations, funding and phase codes and acronyms? Yes No
[No comment](#) [Click here to enter comments](#) Page Numbers:
Fund codes: 21
Acronyms: 142-151
[Clicker here to enter notes](#)

TRANSPORTATION IMPROVEMENT PROGRAM

Review Checklist

TIP Narrative

Does the TIP begin with a statement of purpose (provide a prioritization of projects covering a five-year period that is consistent with LRTP, contains all transportation projects MPA funded with FHWA & FTA funds and regionally significant projects regardless of funding source)? [23 C.F.R. 450.326(a)]; [49 U.S.C. Chapter 53]

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 5

[Click here to enter notes](#)

Was the TIP developed by MPO in cooperation with the state and public transit operator, who provided the MPO with estimates of available Federal and State funds for the MPO to develop the financial plan? [s. 339.175(8) F.S.]; [23 C.F.R. 450.326(a)]

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 20

[Click here to enter notes](#)

Does the TIP demonstrate that there are sufficient funds (federal, state, local and private) to implement proposed transportation system improvements, identifies any innovative financing techniques through comparison of revenues and costs for each year? It is recommended that the TIP include a table(s) that compares the funding sources and amounts, by year to the total project costs. [23 C.F.R. 450.326(k)]; [23 C.F.R. 450.326(j)]; [s. 339.175(8)(c)(3) F.S.].

Yes No

[No comment](#) [Click here to enter comments.](#)

Page Numbers: 22-23

[Click her to enter notes](#)

Does the TIP describe project selection process and state that it is consistent with the federal requirements in 23 C.F.R 450.332(b) and for non-TMA MPOs 23 C.F.R. 450.332(c)?

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 24

[Click here to enter notes](#)

Does the TIP identify the MPO's criteria and process for prioritizing implementation of the transportation plan elements (including multimodal tradeoffs) for inclusion in the TIP and explain any changes in priorities from the previous TIP? The MPO's TIP project priorities must be consistent with the LRTP. [23 C.F.R 450.326(n)(1)]

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 24-25

[Click here to enter notes](#)

Does the TIP describe how projects are consistent with MPO's LRTP and to the extent feasible, with port and aviation masterplans, public transit development plans, and approved local government comprehensive plans for those local governments located within the MPO area? [s. 339.175(8)(a) F.S.] For consistency guidance, see [Section 1. Florida LRTP Amendment Thresholds](#).

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 8

[Click here to enter notes](#)

Does the TIP cross reference projects with corresponding LRTP projects, when appropriate? [s. 339.175(8)(c)(7) F.S.]

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 155-157

[Click or tap here to enter text.](#)

Does the TIP include the FDOT Annual List of Obligated Projects or a link? The annual listing is located for download [HERE](#). [23 C.F.R. 450.334]; [s.339.175(8)(h), F.S.]

Yes No

TRANSPORTATION IMPROVEMENT PROGRAM

Review Checklist

No comment [Click here to enter comments](#)

Page Numbers: 105-119

[Click here to enter notes](#)

Was the TIP developed with input from the public? [23 C.F.R. 450.316]; [23 C.F.R. 450.326(b)]; The document should outline techniques used to reach citizens (flyers, websites, meeting notices, billboards, etc.)

Yes No

No comment [Click here to enter comments](#)

Page Numbers: 7-8

[Click here to enter notes](#)

If applicable, does the TIP discuss the MPO's current FDOT annual certification and past FHWA/FTA quadrennial certification? MPO should include anticipated date of next FHWA/FTA quadrennial certification.

Yes No

N/A

No comment [Click here to enter comments](#)

Page Numbers: 8

[Click here to enter notes](#)

Does the TIP discuss of the congestion management process? All MPOs are required to have a congestion management process that provides for the effective management process that provides for the effective management and operation of new and existing facilities using travel demand reduction and operational management strategies. S 339.175(6)(c)(1), F.S.

Yes No

No comment [Click here to enter comments](#)

Page Numbers: 10

[Click here to enter notes](#)

Does the TIP discuss Transportation Disadvantaged (TD) services developed and a description of costs and revenues from TD services, as well as a list of improvements funded with TD funds? [s.427.015(1) F.S. AND 41-2.009(2) F.A.C.

Yes No

No comment [Click here to enter comments](#)

Page Numbers: 10

[Click here to enter notes](#)

Does the TIP discuss how, once implemented, the MPO will make progress toward achieving the performance targets for:

- ✓ Safety performance measures
- ✓ System performance measures
- ✓ Bridge performance measures
- ✓ Pavement performance measures
- ✓ State asset management plan
 - Including risk to off-system facilities during emergency events (if applicable)
- ✓ State freight plan

Yes No

If the MPO incorporated the Performance Measures Template directly or adapted it to suit their need, they will have met requirements. [23.C.F.R 450.326(c)]

No comment [Click here to enter comments](#)

Page Numbers:

[Pages 12-19](#)

Does the TIP discuss anticipated effect of achieving the performance targets identified in the LRTP, linking investment priorities to those performance targets for:

- ✓ Safety performance measures
- ✓ System performance measures
- ✓ Bridge performance measures

Yes No

TRANSPORTATION IMPROVEMENT PROGRAM

Review Checklist

- ✓ Pavement performance measures
- ✓ State asset management plan
- ✓ State freight plan

If the MPO incorporated the Performance Measures Template directly or adapted it to suit their need, they will have met requirements. [23.C.F.R 450.326(d)]

[No comment](#) [Click here to enter comments](#)

Page Numbers: 12-19

[Click here to enter notes](#)

Does the TIP include all Federal discretionary grants that fund capital projects under Title 23 or Title 49, US Code, per the Infrastructure Investment and Jobs Act (IIJA)? Federal discretionary grants that fund capital projects must be in the TIP before executing a grant agreement with USDOT. For more information, see this [link](#).

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers: 20-23

[Click here to enter notes](#)

Did you review the [FDOT 23 CFR Part 667 Report](#) to check if any proposed projects from the TIP are in the report? If so, the MPO must reference the report in the TIP for that project.

Yes No

[No comment](#) [Click here to enter comments](#)

Page Numbers:

N/A

Detail Project Listing for Five Fiscal Years

Does each project in the TIP document shall include the following information?

- ✓ Sufficient description of project (type of work, termini, and length)
- ✓ Financial Project Number (FPN)
- ✓ Estimated total project cost and year anticipated funding
- ✓ **Page number or identification number where project can be found in LRTP (spot check)**
- ✓ Category of Federal Funds and source(s) of non-Federal Funds
- ✓ FTA section number included in project title or description

Yes No

[Enhancement](#) [Click here to enter comments](#)

Page Numbers: 32-101

TIP Review

Did the MPO upload the document into the MPO Document Portal for review by District staff, Office of Policy Planning, Florida Commission for the Transportation Disadvantaged, Department of Economic Opportunity, FTA, & FHWA?

Yes No

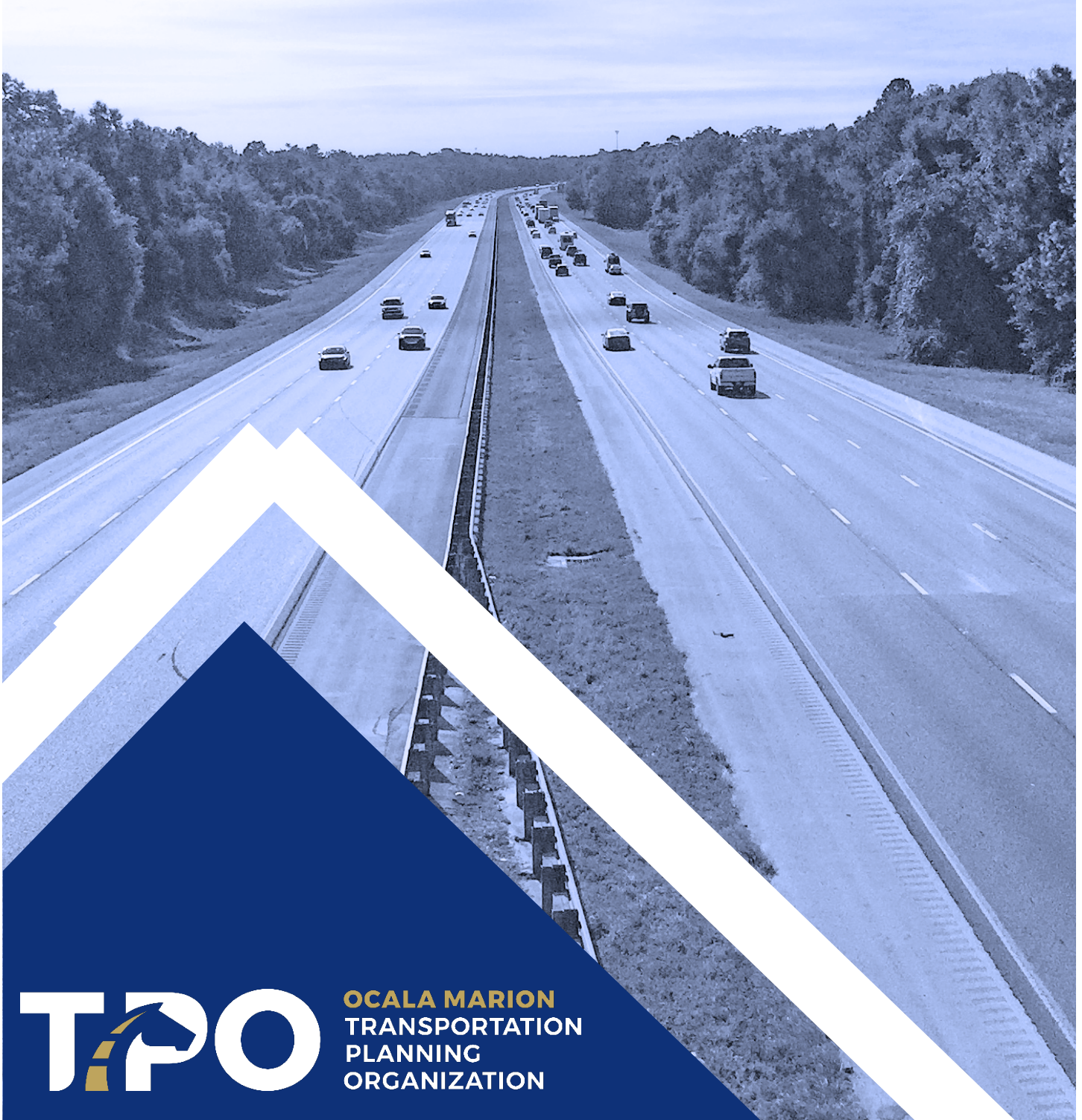
[No comment](#) [Click here to enter comments](#)

Page Numbers: N/A

[Click here to enter notes](#)

APPENDIX G: Glossary of Terms and Acronyms

Glossary of Terms and Acronyms



OCALA MARION
TRANSPORTATION
PLANNING
ORGANIZATION

February 2022

ACRYONYM	NAME	DESCRIPTION
3C	Continuing, Cooperative and Comprehensive	A Continuing, Cooperative and Comprehensive (3C) process is required for all Metropolitan Planning Organizations (MPO) to be eligible for Federal transportation funding.
ACS	American Community Survey	The American Community Survey is an ongoing survey that provides vital information on a yearly basis about our nation and its people.
ADA	Americans with Disabilities Act	The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities.
ATMS	Automated Traffic Management System	ATMS is used to improve the efficiency of the transportation network. ATMS utilizes data-analysis and communication technology to reduce congestion in real-time due to crashes and other traffic problems.
BEA	Bureau of Economic Analysis	Federal agency within the Department of Commerce that provides economic data and projections.
BLS	Bureau of Labor Statistics	Federal agency within the Department of Labor that tracks federal employment data.
BTS	Bureau of Transportation Statistics	The Bureau of Transportation Statistics was established as a statistical agency in 1992. The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 created BTS to administer data collection, analysis, and reporting and to ensure the most cost-effective use of transportation- monitoring resources.
CAAA	Clean Air Act Amendments of 1990	The original Clean Air Act was passed in 1963, but the national air pollution control program is actually based on the 1970 revision of the law. The Clean Air Act as amended in 1990 made major changes and contains the most far reaching revisions of the 1970 law.
CAC	Citizen Advisory Committee	The Citizens Advisory Committee (CAC) advises the TPO on local transportation issues based on the input of citizens they represent in the area. The TPO strives to keeps the composition of the CAC diverse in terms of geographic location and professions represented.
CBSA	Core Based Statistical Areas	CBSAs consist of the county or counties or equivalent entities associated with at least one core (urbanized area or urban cluster) of at least 10,000 population plus adjacent counties having a high degree of social and economic integration with the core. Social and economic integration is measured in the form of commuting and other reoccurring travel.
CFMPOA	Central Florida Metropolitan Planning Organization Alliance	A partnership of Transportation Planning Organizations in Central Florida created to provide transportation solutions throughout the region.
CFR	Code of Federal Regulations	The codification of the rules published in the Federal Register by the executive departments and agencies of the Federal Government. These are the administrative rules and regulations that clarify the impact of the United States Code (USC) or the law.

ACRYONYM	NAME	DESCRIPTION
CFRPM	Central Florida Regional Planning Model	Travel demand forecasting tool used by numerous planning agencies throughout central Florida.
CMAQ	Congestion Mitigation and Air Quality Improvement Program	The CMAQ program funds transportation projects and programs in air quality non-attainment and maintenance areas that reduce traffic congestion and transportation related emissions (ozone, carbon monoxide, particulate matter, etc.).
CMP	Congestion Management Process	A systematic approach required in transportation management areas (TMAs) that provides for effective management and operation. Provides information on transportation system performance and finds alternative ways to alleviate congestion and enhance the mobility of people and goods, to levels that meet state and local needs.
CTC	Community Transportation Coordinator	Community Transportation Coordinators are businesses or county departments responsible for arrangement of transportation services delivered to the transportation disadvantaged. (Definition taken from Lee MPO - http://leempo.com/programs-products/transportation-disadvantaged/).
CTD	Commission for Transportation Disadvantaged	Created in 1989, the CTD was created to provide statewide policy guidance to Florida's Transportation Disadvantaged Program, which coordinates funds to provide older adults, persons with disabilities and people with limited access to employment, health care and educational opportunities (Definition taken from NCFRPC - http://www.ncfrpc.org/TD/td.html).
CTPP	Census Transportation Planning Products	The CTPP is a set of special tabulations designed by and for transportation planners using large sample surveys conducted by the Census Bureau.
CTST	Community Traffic Safety Team	An organization created to inform the public about transportation safety issues. Major events conducted by the Marion County CTST include "Walk Your Child to School Day", a mock DUI scenario, and a Battle of the Belts competition.
DBE	Disadvantaged Business Enterprise	The DBE program ensures that federally-assisted contracts for transportation projects are made available for small businesses owned/ controlled by socially and economically disadvantaged individuals (Definition taken from FHWA - https://www.fhwa.dot.gov/civilrights/programs/dbe/).
DOPA	Designated Official Planning Agency	An agency that assists the Florida Commission for the Transportation Disadvantaged (CTD) in the coordination of safe, efficient, cost effective transportation services to those who are transportation disadvantaged. (Definition taken from CTD - https://ctd.fdot.gov/communitytransystem.htm)
DRI	Development of Regional Impact	A large-scale development project that may impact multiple counties or jurisdictions
EIS	Environmental Impact Statement	Report developed as part of the National Environmental Policy Act requirements, which details any adverse economic, social, and environmental effects of a proposed transportation project for which Federal funding is part of the project.

ACRYONYM	NAME	DESCRIPTION
EPA	Environmental Protection Agency	The federal regulatory agency responsible for administering and enforcing federal environmental laws, including the Clean Air Act, the Clean Water Act, the Endangered Species Act, and others.
ETDM	Efficient Transportation Decision Making	Developed by the Florida Department of Transportation (FDOT) to streamline the environmental review process, ETDM helps protect natural resources by involving stakeholders early in the transportation planning process. Specifically, ETDM is used to identify the impacts may occur from planned transportation projects.
FAA	Federal Aviation Administration	FAA provides a safe, secure, and efficient global aerospace system that contributes to national security and the promotion of US aerospace safety.
FAST Act	Fixing America's Surface Transportation Act	The Fixing America's Surface Transportation (FAST) Act is five-year legislation that was enacted into law on December 4, 2015. The main focus of the legislation is to improve the Nation's surface transportation infrastructure, including our roads, bridges, transit systems, and rail transportation network.
FDOT	Florida Department of Transportation	Originally named the Florida State Road Department, the Florida Department of Transportation (FDOT) was created in 1969. FDOT's mission is to ensure the mobility of people and goods, enhance economic prosperity, and preserve the quality of the environment and community (Definition taken from State of Florida- https://jobs.myflorida.com/go/ Department-of-Transportation/2817700/).
FHWA	Federal Highway Administration	A branch of the U.S. Department of Transportation that administers the federal-aid highway program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.
FMTTP	Freight Mobility and Trade Plan	FDOT's Freight Mobility and Trade Plan (FMTTP) defines policies and investments that will enhance Florida's economic development into the future.
FSUTMS	Florida Standard Urban Transportation Modeling Structure	FSUTMS is a computerized planning model that allows users to better predict the impact of transportation policies and programs by providing a standardized framework for the development, use and sharing of models.
FTA	Federal Transit Administration	A branch of the U.S. Department of Transportation that administers federal funding to transportation authorities, local governments, and states to support a variety of locally planned, constructed, and operated public transportation systems throughout the U.S., including buses, subways, light rail, commuter rail, streetcars, monorail, passenger ferry boats, inclined railways, and people movers.
FTP	Florida Transportation Plan	Florida's long-range plan that guides current transportation decisions. The plan outlines transportation issues and solutions related to improving safety, efficiency, population growth, economic development, and access to transit and other modes of transportation.
FY	Fiscal Year/ Federal Fiscal Year	The TPO's Fiscal Year is from July 1 to June 30. The Federal Fiscal Year is from October 1 to September 30.

ACRYONYM	NAME	DESCRIPTION
GIS	Geographic Information System	Computerized data management system designed to capture, store, retrieve, analyze, and display geographically referenced information.
HOV	High-Occupancy Vehicle	Vehicles carrying two or more people.
HSIP	Highway Safety Improvement Program	The goal of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal lands.
HUD	Department of Housing and Urban Development	HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination. HUD's Community Development Block Grant Program (CDBG) is a program with many resources that are used to help address a wide array of community development needs, including sidewalks and other transportation infrastructure.
IJA	Infrastructure Investment and Jobs Act	Commonly referred to as the Bipartisan Infrastructure Bill, IJA was signed into law by President Biden on November 15, 2021. IJA includes \$550 billion in new funding for transportation infrastructure. IJA authorizes \$1.2 trillion in total spending.
IRI	International Roughness Index	International Roughness Index (IRI) is used by transportation professionals around the world as a standard to quantify road surface roughness. IRI is highly useful for assessing overall roadway pavement ride quality; a higher IRI value indicates a rougher road surface.
ITS	Intelligent Transportation Systems	Electronics, photonics, communications, or information processing to improve the efficiency or safety of the surface transportation system.
LOS	Level of Service	Level of Service (LOS) is a term that describes the operating conditions a driver, transit users, bicyclist, or pedestrian will experience while traveling on a particular street, highway or transit vehicle. LOS is used in transportation planning as a data friendly tool to help aid in the decision making process regarding road capacity. LOS data allows planners to make more informed decisions regarding transportation projects.
LOPP	List of Priority Projects	The List of Priority Projects (LOPP) is a formalized list developed each year by the TPO in collaboration with local government partners, and as required by state statute. The LOPP contains the highest priorities for future transportation projects and investments to receive consideration for federal and state funding.
LRTP/MTP	Long-Range Transportation Plan (or Metropolitan Transportation Plan)	A document that serves as the defining vision for the region's transportation systems and services. The LRTP addresses a planning horizon of no less than a 20-years and is developed, adopted, and updated every five years by the TPO. The most recent LRTP was adopted in December 2015. The plan can be viewed on the TPO website at: https://ocalamariontpo.org/plans-and-programs/long-range-transportation-plan-lrtp/ .

ACRYONYM	NAME	DESCRIPTION
LOTTR	Level of Travel Time Reliability	The Level of Travel Time Reliability (LOTTR) is the ratio of the 80th percentile travel time to the normal travel time (50th percentile) throughout a full calendar year. Data for this measure is derived from the FHWA National Performance Management Research Data set (NPMRDS).
MAP-21	Moving Ahead for Progress in the 21st Century	The Moving Ahead for Progress in the 21st Century Act (P.L. 112-141), was signed into law in 2012. Funding surface transportation programs at over 105 billion for fiscal years (FY) 2013 and 2014, MAP-21 is the first long-term highway authorization enacted since 2005. MAP-21 creates a streamlined and performance-based surface transportation program and builds on many of the highway, transit, bike, and pedestrian programs and policies established in 1991.
MPA	Metropolitan Planning Area	The geographic area determined by agreement between the transportation planning organization (TPO) for the area and the Governor, in which the metropolitan transportation planning process is carried out.
MPO	Metropolitan Planning Organization	An MPO, also known as a TPO, is a forum for cooperative transportation decision-making for metropolitan planning areas. In order for a TPO to be designated as an MPO, an urban area must have a population of at least 50,000 as defined by the US Census Bureau.
MPOAC	Metropolitan Planning Organization Advisory Council	A planning and policy organization created to assist individual MPO/TPOs across Florida in building a more collaborative transportation planning process.
MSA	Metropolitan Statistical Area	A Core Based Statistical Areas associated with at least one urbanized area that has a population of at least 50,000. The metropolitan statistical area comprises the central county or counties or equivalent entities containing the core, plus adjacent outlying counties having a high degree of social and economic integration with the central county or counties as measured through commuting.
NTD	National Transit Database	The National Transit Database (NTD) is the repository of data for the financial, operating and asset conditions of the nation's transit systems.
NEPA	National Environmental Policy Act of 1969	Established requirements that any project using federal funding or requiring federal approval, including transportation projects, examine the effects of proposed and alternative choices on the environment before a federal decision is made.
NHPP	National Highway Performance Program	The NHPP provides support for the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS.
NHPP (Bridge)	National Highway Performance Program (Bridge)	Reconstruction, resurfacing, restoration, rehabilitation, or preservation of a bridge on a non-NHS Federal-aid highway (if Interstate System and NHS Bridge Condition provision requirements are satisfied) [23 U.S.C. 119(i)].
NHS	National Highway System	This system of highways designated and approved in accordance with the provisions of 23 U.S.C. 103(b) (23CFR500).

ACRYONYM	NAME	DESCRIPTION
PD&E	Project Development and Environmental Study	A study conducted to determine feasible building alternatives for transportation projects and their social, economic and environmental impacts. PD&E studies are required per the National Environmental Policy Act (NEPA). (Definition taken from FDOT, District 7 - https://www.fdotd7studies.com/what-is-a-pde-study.html).
PEA	Planning Emphasis Area	Planning Emphasis Areas set planning priorities that are supportive of the statewide Florida Transportation Plan (FTP), and give importance to topics that all MPOs are encouraged to address in their respective planning programs.
PM	Performance Management	Performance Management (PM) serves as federally required strategic approach that uses system data and information guide investment and policies to achieve national goals.
PPP	Public Participation Plan	The Public Participation Plan documents the goals, objectives and strategies for ensuring all individuals have every opportunity to be involved in transportation planning decisions. The plan is designed to provide a transparent planning process that is free from any cultural, social, racial or economic barriers and offers multiple opportunities for public participation and input.
PTASP	Public Transportation Agency Safety Action Plan	A plan that is developed by transit agencies to identify responsibilities for safety and day to day implementation of a safety management system.
RPC	Regional Planning Council	Organizations designated by Florida law to provide planning and technical expertise to local governments in order to promote regional collaboration.
SHSP	Strategic Highway Safety Plan	This is a statewide and coordinated safety plan that provides a comprehensive framework for eliminating highway fatalities and reducing serious injuries on all public roads.
SIS	Strategic Intermodal System	A network of transportation facilities important to the state's economy and mobility. The SIS was created to focus the state's limited resources on the facilities most significant for interregional, interstate and international travel (Definition taken from FDOT - https://www.fdot.gov/planning/sis/default.shtm).
SOV	Single-Occupancy Vehicle	Any motor vehicle operated or driven by a single person.
STBG	Surface Transportation Block Grant Program	The STBG federal funding promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.
STIP	Statewide Transportation Improvement Program	The STIP is a statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long-range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
STP	Surface Transportation Program	Federal-aid highway funding program that supports a broad range of surface transportation capital needs, including many roads, transit, sea and airport access, vanpool, bike, and pedestrian facilities.

ACRYONYM	NAME	DESCRIPTION
TAC	Technical Advisory Committee	The Technical Advisory Committee provides technical expertise to the TPO by reviewing transportation plans, programs and projects primarily from a technical standpoint. The TAC is comprised of professional planners, engineers, and other state and local professionals.
TAMP	Transportation Asset Management Plan	The TAMP outlines the process for effectively operating, maintaining and improving the physical transportation assets in Florida (e.g., roads, bridges, culverts).
TAZ	Traffic Analysis Zone	A defined geographic area used to tabulate traffic-related land use data and forecast travel demand. Traffic Analysis Zones typically consist of one or more Census blocks/tracts or block groups.
TD	Transportation Disadvantaged	Transportation Disadvantaged includes individuals with physical and economic challenges and senior citizens facing mobility issues.
TDLCB	Transportation Disadvantaged Local Coordinating Board	The TDLCB coordinates transportation needs of the disadvantaged, including individuals with physical and economic challenges and senior citizens facing mobility issues. The Board helps the TPO identify local service needs of the Transportation Disadvantaged (TD) community to the Community Transportation Coordinator (CTC).
TDM	Transportation Demand Management	Programs designed to reduce demand for transportation through various means, such as the use of public transit and of alternative work hours.
TDP	Transit Development Plan	The Transit Development Plan (TDP) represents the community's vision for public transportation in the Ocala Marion TPO service area for a 10- year span. Updated every five years, the Plan provides a comprehensive assessment of transit services in Marion County. Specifically, the TDP details SunTran's transit and mobility needs, cost and revenue projections, and community transit goals, objectives, and policies.
TIP	Transportation Improvement Program	A TIP is a prioritized listing/program of transportation projects covering a period of five years that is developed and formally adopted by a TPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53.
TMA	Transportation Management Area	An urbanized area with a population over 200,000 (as determined by the latest decennial census) or other area when TMA designation is requested by the Governor and the TPO (or affected local officials), and officially designated by the Administrators of the FHWA and FTA. The TMA designation applies to the entire metropolitan planning area.
TMIP	Travel Model Improvement Program	TMIP supports and empowers planning agencies through leadership, innovation and support of planning analysis improvements to provide better information to support transportation and planning decisions.

ACRYONYM	NAME	DESCRIPTION
TOD	Transit Oriented Development	Transit-oriented development, or TOD, is a type of community development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of quality public transportation (Definition taken from Reconnecting America-www.reconnectingamerica.org).
TPM	Transportation Performance Management	FHWA defines Transportation Performance Management as a strategic approach that uses system information to make investment and policy decisions to achieve national performance goals.
TPO	Transportation Planning Organization	A TPO, also known as an MPO, is a forum for cooperative transportation decision-making for metropolitan planning areas. In order for a TPO to be designated, an urban area must have a population of at least 50,000 as defined by the US Census Bureau.
TRB	Transportation Research Board	The mission of the Transportation Research Board (TRB) is to promote innovation and progress in transportation through research.
TRIP	Transportation Regional Incentive Program	Created in 2005, the program provides state matching funds to improve regionally significant transportation facilities.
TTTR	Truck Travel Time Reliability Index	The Truck Travel Time Reliability Index (TTTR) is defined as the ratio of longer truck travel times (95th percentile) compared to normal truck travel times (50th percentile) on the interstate system.
UA	Urbanized Area	A statistical geographic entity delineated by the Census Bureau, consisting of densely settled census tracts and blocks and adjacent densely settled territory that together contain at least 50,000 people.
ULB	Useful Life Benchmark	The expected lifecycle or the acceptable period of use in service for a transit capital asset, as determined by the transit agency or by a default benchmark provided by the Federal Transit Administration.
UPWP	Unified Planning Work Program	UPWP means a Scope of Services identifying the planning priorities and activities to be carried out within a metropolitan planning area. At a minimum, a UPWP includes a description of planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds.
USC	United States Code	The codification by subject matter of the general and permanent laws of United States.
USDOT	United States Department of Transportation	When used alone, indicates the U.S. Department of Transportation. In conjunction with a place name, indicates state, city, or county transportation agency.
YOE	Year of Expenditure	The current dollar in the year (adjusted for inflation) during which an expenditure is made or benefit realized, such as a project being constructed.
VMT	Vehicle Miles Traveled	A measurement of miles traveled by vehicles within a specified region for a specified time period (Definition taken from Wikipedia).

APPENDIX H: Project Changes from Prior TIP

Project Changes from Prior Transportation Improvement Program (TIP)

The following list summarizes major projects that were programmed in the previous Fiscal Years (FY) 2023 to 2027 TIP and their respective status toward implementation. This includes projects advanced; completed; construction (2023/2024); or deferred. The project status denoted references the general fiscal year time frame.

Status of Projects from Prior TIP			
Advanced, Completed, Construction or Deferred			
Project Number/FM	Project Description	Project Status	FY 2023-2027 TIP Funding
4336511	CR 484 from SW 20th Avenue to CR 475A	Construction 2023/2024	\$47,520
4336514	CR 484 from SW 20th Avenue to CR 475A	Construction 2023/2024	\$184,725
4336611	U.S. 441 from SR 40 to SR 40A (Broadway)	Construction 2023/2024	\$17,767
4348441	CR 42 at SE 182nd Avenue Road	Construction 2023/2024	\$350,000
4348442	CR 42 at SE 182nd Avenue Road	Construction 2023/2024	\$67,980
4355473	NW 44th Street from SR 40 to NW 11th Street	Construction 2023/2024	\$14,269,963
4375962	SR 40/Silver Springs Blvd from NW 27th Ave to SW 7th Ave	Construction 2023/2024	\$909,279
4384171	Marion County Airport Runway Improvements	Deferred FY 24 to FY 26	\$437,500
4385621	I-75 (SR 93) Rest Area from North of CR 484 to South of SR 200	Construction 2023/2024	\$42,379,924
4392341	SR 200 from I-75 to U.S. 301	Deferred FY 23 to FY 24	\$13,344,987
4407801	Ocala International Airport Pavement Rehabilitation	Deferred FY 24 to FY 25	\$1,500,000
4411411	SR 464 from U.S. 441/U.S. 301 to SR 35 (Baseline Road)	Construction 2023/2024	\$21,644,972
4448771	Ocala International Airport Hangar	Advanced FY 25 to FY 24	\$1,250,000
4452121	U.S. 301 from S of NE 175th St to Alachua County Line	Advanced FY 24 to FY 23	\$4,729,689
4452171	SR 326 from NW 12th to SR 40	Construction 2023/2024	\$11,875,930
4456881	U.S. 27/U.S. 441/Abshiver Boulevard at CR 42	Construction 2023/2024	\$1,099,429
4457011	SE Abshier Blvd from SW Hames Rd to North of SE Agnew Rd	Construction 2023/2024	\$2,062,140
4489241	SR 492 over CSX Railroad Line	Construction 2023/2024	\$391,249
4503401	Emerald Road Extension from 92nd Loop to CR 424	Construction 2023/2024	\$9,650,000
4509181	Dunnellon Trail from River View to Rainbow River Bridge	Construction 2023/2024	\$2,537,000

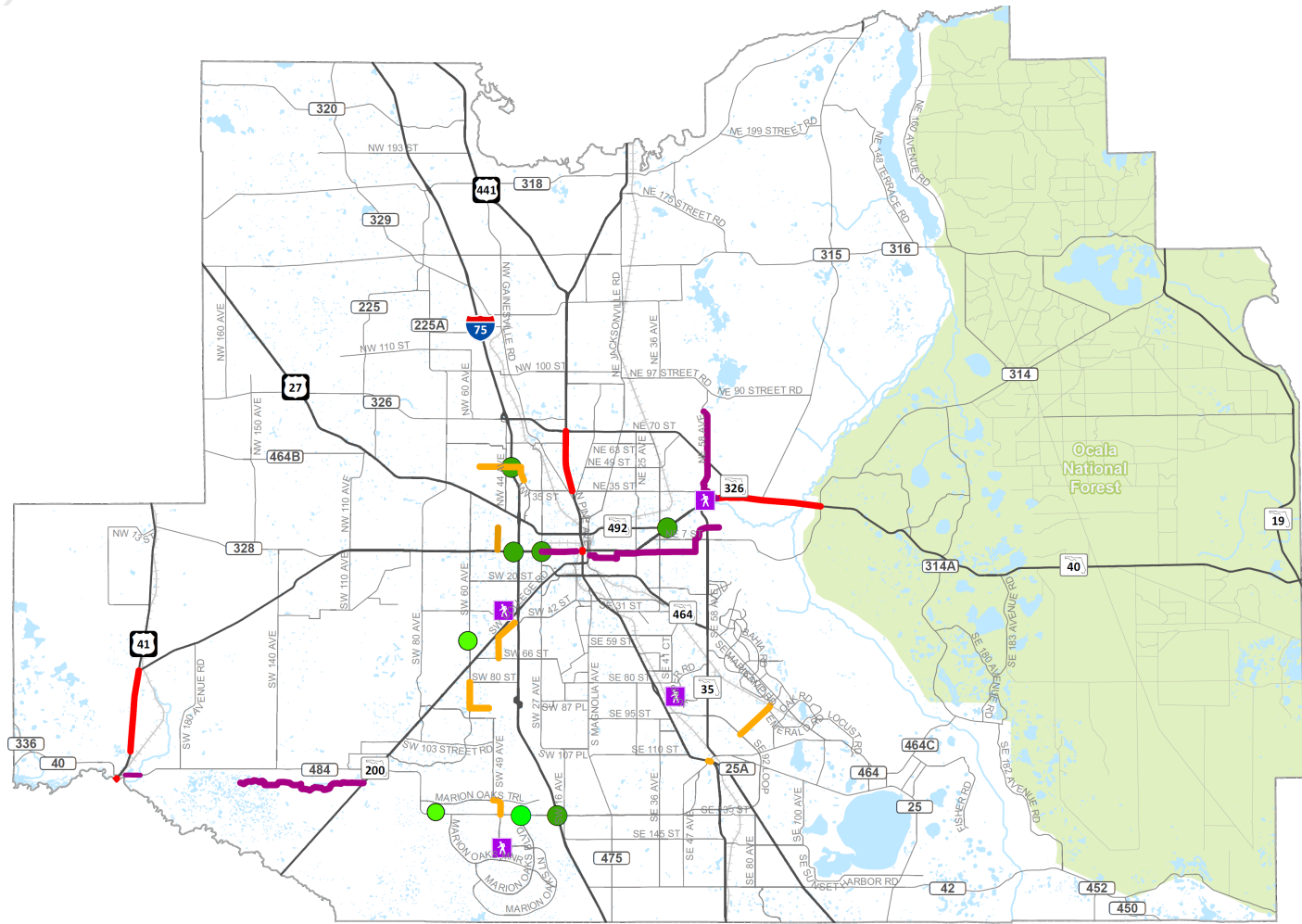
TIP Funding and schedule changes are summarized in the following table for major projects programmed in both the previous FY 2023 to FY 2027 TIP and the current draft FY 2024 to FY 2028 TIP. Also summarized are projects previously deferred in a prior TIP, and are now programmed in the current FY 2024 to FY 2028 TIP.

Major Project Funding Changes			
Prior TIP (2023 to 2027) Years to Current TIP Years (2024 to 2028)			
Project Number/FM	Project Description	Project Schedule Changes	Change in TIP Project Funding
*2386481	SR 45 (US 41) from SW 110th St to North of SR 40	Programmed FY 2028	\$62,027,312
4336601	U.S. 441 at SR 464	None	\$111,255
4352091	I-75 (SR 93) at NW 49th St from end of NW 49th to NW 35th	None	(\$9,010,692)
4392341	SR 200 from I-75 to U.S. 301	Deferred FY 23 to FY 24	\$2,141,011
4392382	U.S. 441 from SE 102nd Place to SW 10th/SR 200	None	\$943,991
4452181	U.S. 441 from Avenue I to Alachua County Line	None	(\$541,692)
4453021	U.S. 301 from N of CR 42 to SE 114th Place Road	None	\$2,293,462
4483761	I-75 (SR 93) from SR 200 to North of U.S. 27	None	(\$1,930,868)
4485261	U.S. 41/Williams from N of Citrus County to SW 110th St	None	(\$526,554)
4486351	U.S. 441 from County Road 25A to Avenue I	None	\$454,932

*Project deferred in a prior TIP years, programmed in current FY 2024 to FY 2028 TIP

APPENDIX I: List of Projects in 2045 LRTP

FIGURE 7.2: 2021-2025 PROJECTS



Legend
 ● Local Road Intersection — Local Roadway Projects ■ Sidewalk Projects
 ● State Road Intersection — State Roadway Projects — Trail/Sidewalk Projects

TABLE 7.2: 2021-2025 PROJECTS

PROJECT TYPE	FACILITY	FROM	TO	IMPROVEMENT
State/Federal Funded Roadway Investments	SR 45 (US 41)	SW 110TH St	N of SR 40	Add Lanes & Reconstruct
	SR 40	End of 4 Lanes	E of CR 314	Add Lanes & Reconstruct
	CR 484	SW 20TH Ave	CR 475A	Interchange Improvement
	SR 40	at SW 40th Ave and SW 27th Ave		Add Turn Lane(s)
	I-75(SR 93)	End of NW 49th St	End of NW 35th St	New Interchange
	US 441	SR 40	SR 40A (SW Broadway)	Traffic Ops Improvement
	E SR 40	At SR 492		Traffic Signals
	SR 40	SW 27th Ave	MLK Jr. Ave	Safety Project
	US 41/Williams St	Brittan Alexander Bridge	River Rd	Safety Project
	SR 25	NW 35th St	SR 326	Safety Project
	CR 42	at SE 182ND		Add Turn Lane(s)
	NW 44th Avenue	SR 40	NW 11th Street	New Four Lanes
	Dunnellon Trail	River View	Rainbow River Bridge	Multimodal/Roadway
	Emerald Rd. Exten.	SE 92nd Loop	FL Northern Railroad	New 2 Lane
	Local Funded Roadway Investments	CR 484	at Intersection of Marion Oaks Boulevard	
CR 484		at SW 135th Street Road		Intersection/Turn lanes
SW 60th Avenue		SW 54th Street	SECO Driveway	Intersection/Turn lanes
SE Abshier Blvd		SE Hames Rd	N of SE Agnew Rd	Traffic Signals
Emerald Road Extension		SE 92nd Loop	Florida Northern Railroad	New 2 Lane
NW 49th Street Ext		NW 44th Ave	NW 35th Ave	New 4 Lane
NW 49th Street		1.1 miles west of NW 44th Ave	NW 44th Ave	New 2 Lane
SW 49th/40th Ave		SW 66th St	SW 42nd St Flyover	New 4 Lane divided
SW 49th Ave		Marion Oaks Trail	CR 484	New 4 Lane
SW 90th St		SW 60th Ave	0.8 miles E of SW 60th Ave	New 2 Lane
Pedestrian/ Bicycle Investments	SW 60th Ave	SW 90th St	SW 80th St	Traffic Signals
	CR 484	at Marion Oaks Blvd		Add Turn Lanes, Modify Signals
	Silver Springs State Park			Pedestrian Bridges
	Pruitt Trail	SR 200	Pruitt Trailhead	Bike Path/Trail
	Indian Lake Trail	Silver Springs State Park	Indian Lake Park	Bike Path/Trail
	Downtown Ocala Trail	SE Osceola Ave	Silver Springs State Park	Bike Path/Trail
	SR 40	NW 27th Ave	SW 7th Ave	Sidewalks
Technological Investments	Marion Oaks-Sunrise/Horizon	Marion Oaks Golf Way	Marion Oaks Manor	Sidewalks
	Saddlewood Elementary Sidewalks			Sidewalks
	Legacy Elementary Sidewalks			Sidewalks
	Marion County/ Ocala ITS Operational Support			ITS Communication System

FIGURE 7.3: 2026-2030 PROJECTS

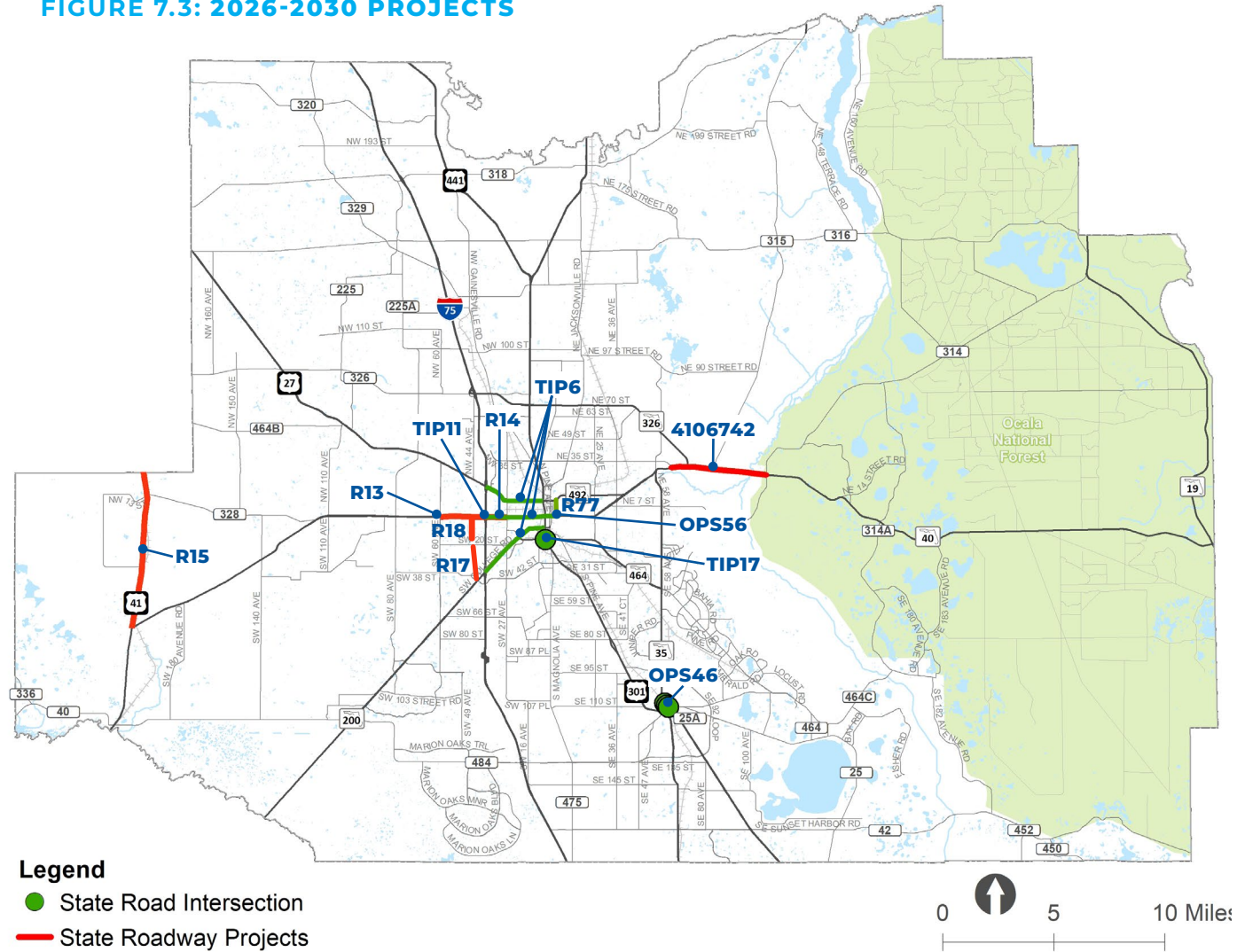


FIGURE 7.4: 2031-2035 PROJECTS

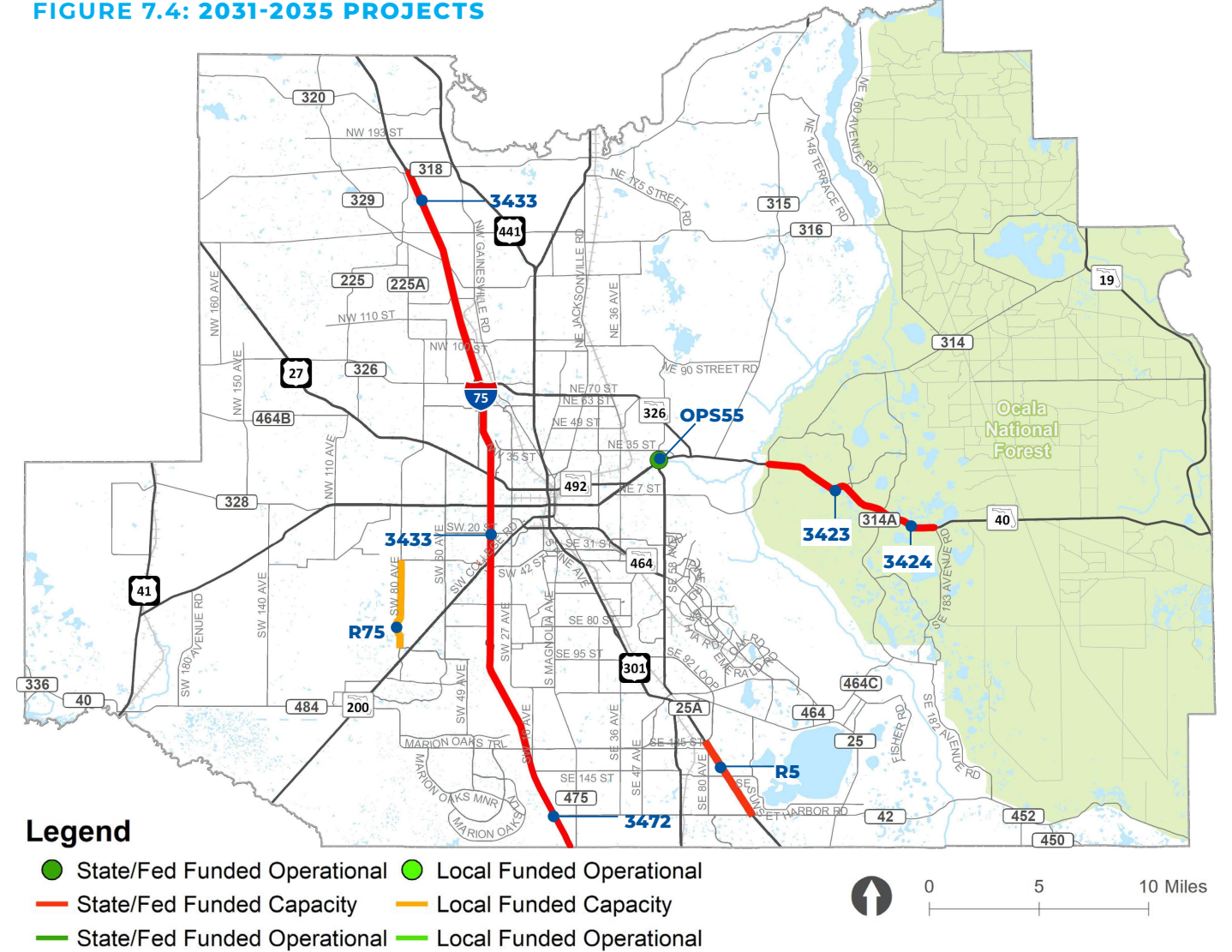


TABLE 7.3: 2026-2030 PROJECTS

FUNDING	ID	FACILITY	FROM	TO	PROJECT DESCRIPTION
State/ Federal Funded	TIP6	I-75 FRAME Off System			ITS infrastructure
	TIP17	US 441	at SR 464		Turn lane
	TIP11	SR 40	SW 40th Ave	SW 27th Ave	Left turn lane
	R15	US 41	SR 40	Levy County Line	Widen to 4 lanes
	OPS46	SR 35	at Foss Rd, Robinson Rd, Hames Rd		Intersection geometry
	R13	SR 40	SW 60th Avenue	I-75	Widen to 6 lanes
	R14	SR 40	I-75	SW 27th Avenue	Widen to 6 lanes
	OPS56	SR 40 Downtown Operational Imp.	US 441	NE 8th Ave	Complete Street
	4106742	SR 40	from end of 4 lanes	to East of CR 314	Widen to 4 lanes
	R17	SW 44TH Avenue	SR 200	SW 20th Street	Widen to 4 lanes
	R18	SW 44TH Avenue	SW 20th Street	SR 40	Widen to 4 lanes
R77	NE 8th Avenue	SR 40	SR 492	Roundabouts	

TABLE 7.4: 2031-2035 PROJECTS

FUNDING	ID	FACILITY	FROM	TO	PROJECT DESCRIPTION
State/ Federal Funded	R5	US 441	CR 42	SE 132nd Street Rd	Widen to 6 lanes
	OPS55	SR 40	SR 35		Intersection/ Roundabout
	3472	I-75	Sumter/Marion Co Line	CR 484	Widen to 8 lanes
	3433	I-75	CR 484	CR 318	Widen to 8 lanes
	3423	SR 40	E of CR 314	CR 314A	Widen to 4 lanes
	3424	SR 40	CR 314A	Levy Hammock Rd	Widen to 4 lanes
Locally Funded	R75	SW 70th/80th Ave	SW 90th St	SW 38th St	Widen to 4 lanes

APPENDIX J: FDOT TIP Project Detailed Report

STIP Project Detail and Summaries Online Report

** Repayment Phases are not included in the Totals **

Selection Criteria	
TIP County/MPO Area: Ocala-Marion TPO Number Of Years: 5 Version: G1	Detail All Funds As Of: 3 = 04/05/23

HIGHWAYS

Item Number: 238648 1 **Project Description:** SR 45 (US 41) FROM SW 110TH ST TO NORTH OF SR 40
District: 05 **County:** MARION **Type of Work:** ADD LANES & RECONSTRUCT **Project Length:** 4.146MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	
P D & E / MANAGED BY FDOT								
Fund Code: DIH-STATE IN-HOUSE PRODUCT SUPPORT	143,104							143,104
HPP-HIGH PRIORITY PROJECTS	682,728							682,728
SA-STP, ANY AREA	987,634							987,634
Phase: P D & E Totals	1,813,466							1,813,466

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code: ACSA-ADVANCE CONSTRUCTION (SA)	511,971							511,971
DDR-DISTRICT DEDICATED REVENUE	547,588							547,588
DIH-STATE IN-HOUSE PRODUCT SUPPORT	372,283							372,283
DS-STATE PRIMARY HIGHWAYS & PTO	114,967							114,967
EB-EQUITY BONUS	6,851							6,851
GFSL-GF STPBG <200K<5K (SMALL URB)	205,655							205,655
GFSN-GF STPBG <5K (RURAL)	30,330							30,330
SA-STP, ANY AREA	25,672							25,672
SL-STP, AREAS <= 200K	243,966							243,966
SN-STP, MANDATORY NON-URBAN <= 5K	2,642,547							2,642,547
Phase: PRELIMINARY ENGINEERING Totals	4,701,830							4,701,830

RIGHT OF WAY / MANAGED BY FDOT

Fund Code: DDR-DISTRICT DEDICATED REVENUE	10,337,582							10,337,582
DIH-STATE IN-HOUSE PRODUCT SUPPORT	975,343							975,343
DS-STATE PRIMARY HIGHWAYS & PTO	3,121,944							3,121,944
HPP-HIGH PRIORITY PROJECTS	90,955							90,955
SA-STP, ANY AREA	2,070,206							2,070,206
SL-STP, AREAS <= 200K	5,718,406							5,718,406
Phase: RIGHT OF WAY Totals	22,314,436							22,314,436

CONSTRUCTION / MANAGED BY FDOT										
Fund Code:	DDR-DISTRICT DEDICATED REVENUE								39,930,523	39,930,523
	DIH-STATE IN-HOUSE PRODUCT SUPPORT								57,950	57,950
	DS-STATE PRIMARY HIGHWAYS & PTO								9,502,804	9,502,804
	SA-STP, ANY AREA								439,015	439,015
	SL-STP, AREAS <= 200K								9,150,456	9,150,456
	SN-STP, MANDATORY NON-URBAN <= 5K								2,946,564	2,946,564
Phase:	CONSTRUCTION Totals								62,027,312	62,027,312
	Item: 238648 1 Totals	28,829,732							62,027,312	90,857,044
	Project Totals	28,829,732							62,027,312	90,857,044

Item Number: 410674 1 Project Description: SR 40 FROM END OF 4 LN SECTION TO LAKE CO LINE *SIS*

District: 05 County: MARION Type of Work: PD&E/EMO STUDY Project Length: 25.943MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
P D & E / MANAGED BY FDOT									
Fund Code:	-TOTAL OUTSIDE YEARS	2,507,425							2,507,425
	Item: 410674 1 Totals	2,507,425							2,507,425

Item Number: 410674 2 Project Description: SR 40 FROM END OF 4 LANES TO EAST OF CR 314 *SIS*

District: 05 County: MARION Type of Work: ADD LANES & RECONSTRUCT Project Length: 5.327MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	-TOTAL OUTSIDE YEARS	9,336,779							9,336,779

RIGHT OF WAY / MANAGED BY FDOT									
Fund Code:	-TOTAL OUTSIDE YEARS	5,853,384							5,853,384

RAILROAD & UTILITIES / MANAGED BY FDOT									
Fund Code:	-TOTAL OUTSIDE YEARS	400,000							400,000

CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	-TOTAL OUTSIDE YEARS							137,298,911	137,298,911

ENVIRONMENTAL / MANAGED BY FDOT									
Fund Code:	-TOTAL OUTSIDE YEARS	660,000							660,000
	Item: 410674 2 Totals	16,250,163						137,298,911	153,549,074

Item Number: 410674 3 Project Description: SR 40 FROM EAST OF CR 314 TO EAST OF CR 314A *SIS*

District: 05 County: MARION Type of Work: PRELIM ENG FOR FUTURE CAPACITY Project Length: 6.140MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									

Fund Code: ACSA-ADVANCE CONSTRUCTION (SA)	302,632								302,632
ART-ARTERIAL HIGHWAYS PROGRAMS	1,549,011								1,549,011
DIH-STATE IN-HOUSE PRODUCT SUPPORT	349,134								349,134
DS-STATE PRIMARY HIGHWAYS & PTO	42,719								42,719
EB-EQUITY BONUS	136,930								136,930
SA-STP, ANY AREA	10,000								10,000
SL-STP, AREAS <= 200K	5,416,792								5,416,792
SN-STP, MANDATORY NON-URBAN <= 5K	86,580								86,580
Phase: PRELIMINARY ENGINEERING Totals	7,893,798								7,893,798

RIGHT OF WAY / MANAGED BY FDOT

Fund Code: ART-ARTERIAL HIGHWAYS PROGRAMS	8,446,250	17,800,000	6,859,495						33,105,745
DIH-STATE IN-HOUSE PRODUCT SUPPORT	316,000	316,000	318,000						950,000
Phase: RIGHT OF WAY Totals	8,762,250	18,116,000	7,177,495						34,055,745

ENVIRONMENTAL / MANAGED BY FDOT

Fund Code: SA-STP, ANY AREA	1,000,000								1,000,000
SN-STP, MANDATORY NON-URBAN <= 5K	37,686								37,686
TALN-TRANSPORTATION ALTS- < 5K	150,000								150,000
TALT-TRANSPORTATION ALTS- ANY AREA	850,000								850,000
Phase: ENVIRONMENTAL Totals	2,037,686								2,037,686
Item: 410674 3 Totals	18,693,734	18,116,000	7,177,495						43,987,229

Item Number: 410674 4 **Project Description:** SR 40 FROM CR 314 A TO LEVY HAMMOCK ROAD *SIS*
District: 05 **County:** MARION **Type of Work:** PRELIM ENG FOR FUTURE CAPACITY **Project Length:** 2.655MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code: ART-ARTERIAL HIGHWAYS PROGRAMS	2,684,553								2,684,553
DIH-STATE IN-HOUSE PRODUCT SUPPORT	104,000								104,000
Phase: PRELIMINARY ENGINEERING Totals	2,788,553								2,788,553

ENVIRONMENTAL / RESPONSIBLE AGENCY NOT AVAILABLE

Fund Code: ART-ARTERIAL HIGHWAYS PROGRAMS		125,000							125,000
Item: 410674 4 Totals	2,788,553	125,000							2,913,553
Project Totals	40,239,875	18,241,000	7,177,495					137,298,911	202,957,281

Item Number: 433651 1 **Project Description:** CR 484 FROM SW 20TH AVENUE TO CR 475A *SIS*
District: 05 **County:** MARION **Type of Work:** INTERCHANGE IMPROVEMENT **Project Length:** 0.741MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code:	ACSN-ADVANCE CONSTRUCTION (SN)	111,747								111,747
	SA-STP, ANY AREA	145,089								145,089
	SL-STP, AREAS <= 200K	61,687								61,687
	SN-STP, MANDATORY NON-URBAN <= 5K	2,202,713								2,202,713
Phase: PRELIMINARY ENGINEERING Totals		2,521,236								2,521,236

RIGHT OF WAY / MANAGED BY FDOT

Fund Code:	ACSA-ADVANCE CONSTRUCTION (SA)	1,100,000								1,100,000
	ACSL-ADVANCE CONSTRUCTION (SL)	137,590								137,590
	ACSN-ADVANCE CONSTRUCTION (SN)	31,250								31,250
	DIH-STATE IN-HOUSE PRODUCT SUPPORT	415								415
	GFSL-GF STPBG <200K<5K (SMALL URB)	33,285								33,285
	GFSN-GF STPBG <5K (RURAL)	186,511								186,511
	SA-STP, ANY AREA	198,271								198,271
	SL-STP, AREAS <= 200K	442,110								442,110
	SN-STP, MANDATORY NON-URBAN <= 5K	1,822,938								1,822,938
	Phase: RIGHT OF WAY Totals		3,952,370							

RAILROAD & UTILITIES / MANAGED BY FDOT

Fund Code:	ACSN-ADVANCE CONSTRUCTION (SN)	1,388,285								1,388,285
	GFSL-GF STPBG <200K<5K (SMALL URB)	150,075								150,075
	GFSN-GF STPBG <5K (RURAL)	463,490								463,490
	SA-STP, ANY AREA	318,837								318,837
	SL-STP, AREAS <= 200K	992,858								992,858
	SN-STP, MANDATORY NON-URBAN <= 5K	300,000								300,000
Phase: RAILROAD & UTILITIES Totals		3,613,545								3,613,545

CONSTRUCTION / MANAGED BY FDOT

Fund Code:	ACFP-AC FREIGHT PROG (NFP)		46,260							46,260
	ACSN-ADVANCE CONSTRUCTION (SN)	190,712								190,712
	GFSA-GF STPBG ANY AREA	1,004,134								1,004,134
	GFSN-GF STPBG <5K (RURAL)	220,212								220,212
	LF-LOCAL FUNDS	21,958								21,958
	NFP-NATIONAL FREIGHT PROGRAM	9,303,255								9,303,255
	SA-STP, ANY AREA	214,426								214,426
	Phase: CONSTRUCTION Totals		10,954,697	46,260						
Item: 433651 1 Totals		21,041,848	46,260							21,088,108

Item Number: 433651 4 **Project Description:** CR 484 FROM SW 20TH AVENUE TO CR 475A
District: 05 **County:** MARION **Type of Work:** LANDSCAPING **Project Length:** 0.414MI
Fiscal Year

Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code: SN-STP, MANDATORY NON-URBAN <= 5K	61,067							61,067
CONSTRUCTION / MANAGED BY FDOT								
Fund Code: SA-STP, ANY AREA			213,492					213,492
Item: 433651 4 Totals	61,067		213,492					274,559
Item Number: 443170 1 Project Description: SR 93 (I-75) FROM SUMTER COUNTY TO SR 200 *SIS* District: 05 County: MARION Type of Work: RESURFACING Project Length: 13.993MI								
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code: -TOTAL OUTSIDE YEARS	1,485,951							1,485,951
CONSTRUCTION / MANAGED BY FDOT								
Fund Code: -TOTAL OUTSIDE YEARS	30,643,859							30,643,859
Item: 443170 1 Totals	32,129,810							32,129,810
Project Totals	53,232,725	46,260	213,492					53,492,477
Item Number: 433652 1 Project Description: SR 40 INTERSECTIONS AT SW 40TH AVENUE AND SW 27TH AVENUE District: 05 County: MARION Type of Work: ADD TURN LANE(S) Project Length: 1.309MI								
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code: DDR-DISTRICT DEDICATED REVENUE	145,137							145,137
DIH-STATE IN-HOUSE PRODUCT SUPPORT	165,885							165,885
DS-STATE PRIMARY HIGHWAYS & PTO	1,682,854							1,682,854
Phase: PRELIMINARY ENGINEERING Totals	1,993,876							1,993,876
RIGHT OF WAY / MANAGED BY FDOT								
Fund Code: DIH-STATE IN-HOUSE PRODUCT SUPPORT	99,514							99,514
GFSA-GF STPBG ANY AREA	30,288							30,288
SA-STP, ANY AREA	1,963							1,963
SL-STP, AREAS <= 200K	3,127,418							3,127,418
Phase: RIGHT OF WAY Totals	3,259,183							3,259,183
Item: 433652 1 Totals	5,253,059							5,253,059
Project Totals	5,253,059							5,253,059
Item Number: 433660 1 Project Description: US 441 @ SR 464 District: 05 County: MARION Type of Work: TRAFFIC OPS IMPROVEMENT Project Length: 0.433MI								
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY FDOT								

Fund Code: DDR-DISTRICT DEDICATED REVENUE	17,089		160,000						177,089
DIH-STATE IN-HOUSE PRODUCT SUPPORT	147,761								147,761
DS-STATE PRIMARY HIGHWAYS & PTO	689,533								689,533
Phase: PRELIMINARY ENGINEERING Totals	854,383		160,000						1,014,383

RIGHT OF WAY / MANAGED BY FDOT

Fund Code: DDR-DISTRICT DEDICATED REVENUE	245,859								245,859
DIH-STATE IN-HOUSE PRODUCT SUPPORT	136,436								136,436
DS-STATE PRIMARY HIGHWAYS & PTO	26,450								26,450
Phase: RIGHT OF WAY Totals	408,745								408,745

CONSTRUCTION / MANAGED BY FDOT

Fund Code: DDR-DISTRICT DEDICATED REVENUE				3,178,844	22,460				3,201,304
DIH-STATE IN-HOUSE PRODUCT SUPPORT				27,250					27,250
Phase: CONSTRUCTION Totals				3,206,094	22,460				3,228,554
Item: 433660 1 Totals	1,263,128		160,000	3,206,094	22,460				4,651,682
Project Totals	1,263,128		160,000	3,206,094	22,460				4,651,682

Item Number: 435209 1 **Project Description:** I-75(SR 93) AT NW 49TH ST FROM END OF NW 49TH ST TO END OF NW 35TH ST *SIS*

District: 05 **County:** MARION **Type of Work:** INTERCHANGE (NEW) **Project Length:** 0.001MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

P D & E / MANAGED BY FDOT

Fund Code: DDR-DISTRICT DEDICATED REVENUE	2,636,410								2,636,410
DIH-STATE IN-HOUSE PRODUCT SUPPORT	169,997								169,997
DS-STATE PRIMARY HIGHWAYS & PTO	575,493								575,493
Phase: P D & E Totals	3,381,900								3,381,900

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code: DDR-DISTRICT DEDICATED REVENUE	4,966,569								4,966,569
DIH-STATE IN-HOUSE PRODUCT SUPPORT	271,361								271,361
DS-STATE PRIMARY HIGHWAYS & PTO	8,074								8,074
Phase: PRELIMINARY ENGINEERING Totals	5,246,004								5,246,004

RIGHT OF WAY / MANAGED BY FDOT

Fund Code: LF-LOCAL FUNDS	11,700,000								11,700,000
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RAILROAD & UTILITIES / MANAGED BY FDOT

Fund Code: LF-LOCAL FUNDS			1,760,000						1,760,000
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CONSTRUCTION / MANAGED BY FDOT

Fund Code:	CIGP-COUNTY INCENTIVE GRANT PROGRAM									7,719,117	7,719,117
	DDR-DISTRICT DEDICATED REVENUE									4,916,777	4,916,777
	LF-LOCAL FUNDS									33,856	33,856
	SA-STP, ANY AREA									614	614
	SL-STP, AREAS <= 200K									7,918,226	7,918,226
	SN-STP, MANDATORY NON-URBAN <= 5K									3,985,590	3,985,590
	TRIP-TRANS REGIONAL INCENTIVE PROGM									3,296,401	3,296,401
	TRWR-2015 SB2514A-TRAN REG INCT PRG									3,738,591	3,738,591
Phase: CONSTRUCTION Totals										31,609,172	31,609,172
Item: 435209 1 Totals		20,327,904								33,369,172	53,697,076
Project Totals		20,327,904								33,369,172	53,697,076

Item Number: 435484 1		Project Description: PRUITT TRAIL FROM WITHLACOOCHEE BRIDGE TRAIL AT S BRIDGES RD TO SR 200									
District: 05		County: MARION			Type of Work: BIKE PATH/TRAIL				Project Length: 0.000		
		Fiscal Year									
Phase / Responsible Agency		<2024	2024	2025	2026	2027	2028	>2028	All Years		
P D & E / MANAGED BY FDOT											
Fund Code:	-TOTAL OUTSIDE YEARS	2,081									2,081
PRELIMINARY ENGINEERING / MANAGED BY MARION COUNTY ENGINEERING DEPT											
Fund Code:	-TOTAL OUTSIDE YEARS	69,923									69,923
Item: 435484 1 Totals		72,004									72,004

Item Number: 435484 2		Project Description: PRUITT TRAIL FROM SR 200 TO PRUITT TRAILHEAD									
District: 05		County: MARION			Type of Work: BIKE PATH/TRAIL				Project Length: 0.000		
		Fiscal Year									
Phase / Responsible Agency		<2024	2024	2025	2026	2027	2028	>2028	All Years		
CONSTRUCTION / MANAGED BY MARION COUNTY BOARD OF COUNTY C											
Fund Code:	SL-STP, AREAS <= 200K				460,700						460,700
	SN-STP, MANDATORY NON-URBAN <= 5K				561,853						561,853
	TALL-TRANSPORTATION ALTS- <200K				622,203						622,203
	TALT-TRANSPORTATION ALTS- ANY AREA				513,244						513,244
Phase: CONSTRUCTION Totals					2,158,000						2,158,000
Item: 435484 2 Totals					2,158,000						2,158,000
Project Totals		72,004			2,158,000						2,230,004

Item Number: 436756 1		Project Description: DOWNTOWN OCALA TRAIL FROM SE OSCEOLA AVE TO SILVER SPRINGS STATE PARK									
District: 05		County: MARION			Type of Work: BIKE PATH/TRAIL				Project Length: 0.000		
		Fiscal Year									
Phase / Responsible Agency		<2024	2024	2025	2026	2027	2028	>2028	All Years		
PRELIMINARY ENGINEERING / MANAGED BY CITY OF OCALA											
Fund Code:	TALL-TRANSPORTATION ALTS- <200K			253,001							253,001

DIH-STATE IN-HOUSE PRODUCT SUPPORT		10,558							10,558
DS-STATE PRIMARY HIGHWAYS & PTO		11,486,657							11,486,657
SL-STP, AREAS <= 200K		856,602							856,602
Phase: CONSTRUCTION Totals		12,455,781							12,455,781
Item: 439234 1 Totals	2,030,926	12,455,781							14,486,707
Project Totals	2,030,926	12,455,781							14,486,707

Item Number: 439238 1 **Project Description:** SR 25/500/US441/ FROM SR 35/SE BASELINE RD TO SR 200/SW 10TH STREET
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 10.612MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code: -TOTAL OUTSIDE YEARS	2,917,573							2,917,573

RIGHT OF WAY / MANAGED BY FDOT								
Fund Code: -TOTAL OUTSIDE YEARS	302,778							302,778

RAILROAD & UTILITIES / MANAGED BY FDOT								
Fund Code: -TOTAL OUTSIDE YEARS	405,000							405,000

CONSTRUCTION / MANAGED BY FDOT								
Fund Code: -TOTAL OUTSIDE YEARS	17,898,313							17,898,313
Item: 439238 1 Totals	21,523,664							21,523,664

Item Number: 439238 2 **Project Description:** SR 25/500/US441/ FROM SE 102ND PLACE TO SR 200/SW 10TH STREET
District: 05 **County:** MARION **Type of Work:** BIKE LANE/SIDEWALK **Project Length:** 7.230MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code: DDR-DISTRICT DEDICATED REVENUE	1,675,000							1,675,000
DIH-STATE IN-HOUSE PRODUCT SUPPORT	37,707							37,707
DS-STATE PRIMARY HIGHWAYS & PTO	32,306							32,306
Phase: PRELIMINARY ENGINEERING Totals	1,745,013							1,745,013

CONSTRUCTION / MANAGED BY FDOT								
Fund Code: TALL-TRANSPORTATION ALTS- <200K		1,320,863						1,320,863
TALT-TRANSPORTATION ALTS- ANY AREA		2,598,306						2,598,306
Phase: CONSTRUCTION Totals		3,919,169						3,919,169
Item: 439238 2 Totals	1,745,013	3,919,169						5,664,182
Project Totals	23,268,677	3,919,169						27,187,846

Item Number: 445218 1 **Project Description:** SR 25 FROM AVENUE I TO THE ALACHUA COUNTY LINE
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 3.146MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	DDR-DISTRICT DEDICATED REVENUE	1,144,479						1,144,479	
	DIH-STATE IN-HOUSE PRODUCT SUPPORT	20,000						20,000	
Phase: PRELIMINARY ENGINEERING Totals		1,164,479						1,164,479	

CONSTRUCTION / MANAGED BY FDOT

Fund Code:	ACNR-AC NAT HWY PERFORM RESURFACING			1,058,000				1,058,000
	DDR-DISTRICT DEDICATED REVENUE			5,339,656				5,339,656
	DIH-STATE IN-HOUSE PRODUCT SUPPORT			10,580				10,580
	DS-STATE PRIMARY HIGHWAYS & PTO			145,153				145,153
Phase: CONSTRUCTION Totals				6,553,389				6,553,389
Item: 445218 1 Totals		1,164,479		6,553,389				7,717,868

Item Number: 448635 1 **Project Description:** SR-25 FROM NORTH OF CR-25A TO AVENUE I
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 3.173MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	DDR-DISTRICT DEDICATED REVENUE	1,155,840						1,155,840	
	DIH-STATE IN-HOUSE PRODUCT SUPPORT	10,000						10,000	
Phase: PRELIMINARY ENGINEERING Totals		1,165,840						1,165,840	

CONSTRUCTION / MANAGED BY FDOT

Fund Code:	ACNR-AC NAT HWY PERFORM RESURFACING			5,770,820				5,770,820
	DDR-DISTRICT DEDICATED REVENUE			2,245,508				2,245,508
	DIH-STATE IN-HOUSE PRODUCT SUPPORT			10,580				10,580
Phase: CONSTRUCTION Totals				8,026,908				8,026,908
Item: 448635 1 Totals		1,165,840		8,026,908				9,192,748
Project Totals		2,330,319		14,580,297				16,910,616

Item Number: 445302 1 **Project Description:** SR 35/US 301 NORTH OF CR 42 TO NORTH OF SE 144 PL RD
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 2.207MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	DDR-DISTRICT DEDICATED REVENUE	962,374						962,374	
	DIH-STATE IN-HOUSE PRODUCT SUPPORT	30,000						30,000	

Phase: PRELIMINARY ENGINEERING Totals	992,374								992,374
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CONSTRUCTION / MANAGED BY FDOT

Fund Code: DDR-DISTRICT DEDICATED REVENUE		3,093,211							3,093,211
DIH-STATE IN-HOUSE PRODUCT SUPPORT		10,280							10,280
DS-STATE PRIMARY HIGHWAYS & PTO		2,244,468							2,244,468
Phase: CONSTRUCTION Totals		5,347,959							5,347,959
Item: 445302 1 Totals	992,374	5,347,959							6,340,333
Project Totals	992,374	5,347,959							6,340,333

Item Number: 446910 1 **Project Description:** ASSET MAINTENANCE MARION COUNTY
District: 05 **County:** MARION **Type of Work:** ROUTINE MAINTENANCE **Project Length:** 0.000

	Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

MISCELLANEOUS / MANAGED BY FDOT

Fund Code: D-UNRESTRICTED STATE PRIMARY	25,000								25,000
Item: 446910 1 Totals	25,000								25,000
Project Totals	25,000								25,000

Item Number: 447603 1 **Project Description:** NW 10TH/NE 14TH ST SR 492 TO NE 25TH AVE.
District: 05 **County:** MARION **Type of Work:** TRAFFIC SIGNALS **Project Length:** 0.026MI

	Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code: ACSL-ADVANCE CONSTRUCTION (SL)	10,000								10,000
DIH-STATE IN-HOUSE PRODUCT SUPPORT	13,033								13,033
DS-STATE PRIMARY HIGHWAYS & PTO	12,285								12,285
SL-STP, AREAS <= 200K	382,700								382,700
Phase: PRELIMINARY ENGINEERING Totals	418,018								418,018

CONSTRUCTION / MANAGED BY FDOT

Fund Code: ACSL-ADVANCE CONSTRUCTION (SL)		303,505							303,505
ACSS-ADVANCE CONSTRUCTION (SS,HSP)		649,899							649,899
LF-LOCAL FUNDS		259,179							259,179
Phase: CONSTRUCTION Totals		1,212,583							1,212,583
Item: 447603 1 Totals	418,018	1,212,583							1,630,601
Project Totals	418,018	1,212,583							1,630,601

Item Number: 447861 1 **Project Description:** I-75 WILDWOOD WEIGH STATION - INSPECTION BARN UPGRADES *SIS*
District: 05 **County:** MARION **Type of Work:** MCCO WEIGH STATION STATIC/WIM **Project Length:** 1.136MI

	Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

CONSTRUCTION / MANAGED BY FDOT

Fund Code: DWS-WEIGH STATIONS - STATE 100%									532,902				532,902
Item: 447861 1 Totals									532,902				532,902
Project Totals									532,902				532,902

Item Number: 448376 1 **Project Description:** I-75/SR-93 FROM SR-200 TO NORTH OF SR-500 *SIS*
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 4.469MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code: ACNP-ADVANCE CONSTRUCTION NHPP	1,404,700							1,404,700	
DS-STATE PRIMARY HIGHWAYS & PTO	1,715							1,715	
Phase: PRELIMINARY ENGINEERING Totals	1,406,415							1,406,415	

CONSTRUCTION / MANAGED BY FDOT								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
Fund Code: ACNP-ADVANCE CONSTRUCTION NHPP			15,485,998					15,485,998
Item: 448376 1 Totals	1,406,415		15,485,998					16,892,413
Project Totals	1,406,415		15,485,998					16,892,413

Item Number: 448526 1 **Project Description:** SR-45/US-41/WILLIAMS ST FROM NORTH OF CITRUS CNTY LINE TO SW 110TH ST
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 1.410MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code: DDR-DISTRICT DEDICATED REVENUE	920,304							920,304	
DIH-STATE IN-HOUSE PRODUCT SUPPORT	10,427							10,427	
DS-STATE PRIMARY HIGHWAYS & PTO	14,856							14,856	
Phase: PRELIMINARY ENGINEERING Totals	945,587							945,587	

CONSTRUCTION / MANAGED BY FDOT								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
Fund Code: ACNR-AC NAT HWY PERFORM RESURFACING			3,558,818					3,558,818
DDR-DISTRICT DEDICATED REVENUE			377,850					377,850
DIH-STATE IN-HOUSE PRODUCT SUPPORT			10,580					10,580
SN-STP, MANDATORY NON-URBAN <= 5K			464,190					464,190
Phase: CONSTRUCTION Totals			4,411,438					4,411,438
Item: 448526 1 Totals	945,587		4,411,438					5,357,025
Project Totals	945,587		4,411,438					5,357,025

Item Number: 449261 1 **Project Description:** SW 60TH AVE FROM SW 54TH ST TO SECO ENERGY DRIVEWAY
District: 05 **County:** MARION **Type of Work:** INTERSECTION IMPROVEMENT **Project Length:** 0.436MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	

PRELIMINARY ENGINEERING / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	LF-LOCAL FUNDS	47,818						47,818
CONSTRUCTION / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	SN-STP, MANDATORY NON-URBAN <= 5K		199,243					199,243
Item: 449261 1 Totals		47,818	199,243					247,061
Project Totals		47,818	199,243					247,061
Item Number: 449277 1 Project Description: CR-484 AT THE INTERSECTION OF MARION OAKS BLVD								
District: 05		County: MARION		Type of Work: INTERSECTION IMPROVEMENT			Project Length: 0.021MI	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	LF-LOCAL FUNDS	60,795						60,795
CONSTRUCTION / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	ACSM-STBG AREA POP. W/ 5K TO 49,999		445,830					445,830
	LF-LOCAL FUNDS		30,000					30,000
Phase: CONSTRUCTION Totals			475,830					475,830
Item: 449277 1 Totals		60,795	475,830					536,625
Project Totals		60,795	475,830					536,625
Item Number: 449317 1 Project Description: CR 484 AT SW 135TH ST RD								
District: 05		County: MARION		Type of Work: ADD LEFT TURN LANE(S)			Project Length: 0.236MI	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	LF-LOCAL FUNDS	88,705						88,705
CONSTRUCTION / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	ACSM-STBG AREA POP. W/ 5K TO 49,999		369,605					369,605
Item: 449317 1 Totals		88,705	369,605					458,310
Project Totals		88,705	369,605					458,310
Item Number: 449443 1 Project Description: NE 8TH AVE FROM SR 40 TO SR 492								
District: 05		County: MARION		Type of Work: ROUNDABOUT			Project Length: 0.900MI	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CONSTRUCTION / MANAGED BY CITY OF OCALA								
Fund Code:	SL-STP, AREAS <= 200K				4,452,800			4,452,800
Item: 449443 1 Totals					4,452,800			4,452,800
Project Totals					4,452,800			4,452,800
Item Number: 450637 1 Project Description: US-27 FROM SUMTER CO LINE TO US 301 / ABSHER (BELLVIEW)								
District: 05		County: MARION		Type of Work: RESURFACING			Project Length: 8.760MI	

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	ACSL-ADVANCE CONSTRUCTION (SL)		450,000					450,000	
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		10,000					10,000	
	SL-STP, AREAS <= 200K		1,800,000					1,800,000	
Phase: PRELIMINARY ENGINEERING Totals			2,260,000					2,260,000	

CONSTRUCTION / MANAGED BY FDOT								
Fund Code:	ACNR-AC NAT HWY PERFORM RESURFACING				3,270,000			3,270,000
	DDR-DISTRICT DEDICATED REVENUE			11,769,489				11,769,489
	DIH-STATE IN-HOUSE PRODUCT SUPPORT			10,900				10,900
	DS-STATE PRIMARY HIGHWAYS & PTO			5,379,423				5,379,423
	SL-STP, AREAS <= 200K			2,062,962				2,062,962
Phase: CONSTRUCTION Totals				22,492,774				22,492,774
Item: 450637 1 Totals			2,260,000		22,492,774			24,752,774
Project Totals			2,260,000		22,492,774			24,752,774

Item Number: 450665 1 **Project Description:** SR 40 FROM SW 80TH AVE TO SW 52ND AVE
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 3.158MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	DIH-STATE IN-HOUSE PRODUCT SUPPORT	150,000						150,000	
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	DIH-STATE IN-HOUSE PRODUCT SUPPORT				10,900			10,900	
	DS-STATE PRIMARY HIGHWAYS & PTO			4,525,668				4,525,668	
	SL-STP, AREAS <= 200K			553,981				553,981	
Phase: CONSTRUCTION Totals				5,090,549				5,090,549	
Item: 450665 1 Totals		150,000			5,090,549			5,240,549	
Project Totals		150,000			5,090,549			5,240,549	

Item Number: 450948 1 **Project Description:** SR 40 FROM NE 64TH AVE TO LAKE COUNTY LINE *SIS*
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 25.712MI

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	ACSM-STBG AREA POP. W/ 5K TO 49,999		50,000					50,000	
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		10,000					10,000	
	SM-STBG AREA POP. W/ 5K TO 49,999		1,800,379					1,800,379	
	SN-STP, MANDATORY NON-URBAN <= 5K		99,621					99,621	
Phase: PRELIMINARY ENGINEERING Totals			1,960,000					1,960,000	

CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	ACNR-AC NAT HWY PERFORM RESURFACING				10,900,000				10,900,000
	DDR-DISTRICT DEDICATED REVENUE				2,254,345				2,254,345
	DIH-STATE IN-HOUSE PRODUCT SUPPORT				10,900				10,900
	DS-STATE PRIMARY HIGHWAYS & PTO				9,501,143				9,501,143
	SL-STP, AREAS <= 200K				10,900				10,900
	SM-STBG AREA POP. W/ 5K TO 49,999				7,465				7,465
	SN-STP, MANDATORY NON-URBAN <= 5K				186,327				186,327
Phase: CONSTRUCTION Totals					22,871,080				22,871,080
Item: 450948 1 Totals			1,960,000		22,871,080				24,831,080
Project Totals			1,960,000		22,871,080				24,831,080

Item Number: 450951 1 **Project Description:** SR 40 FROM 25TH AVE TO NE 64TH AVE
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 4.244MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code:	ACSL-ADVANCE CONSTRUCTION (SL)		2,050,000					2,050,000
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		10,000					10,000
Phase: PRELIMINARY ENGINEERING Totals			2,060,000					2,060,000

CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	ACNR-AC NAT HWY PERFORM RESURFACING				5,450,000				5,450,000
	DIH-STATE IN-HOUSE PRODUCT SUPPORT				10,900				10,900
	DS-STATE PRIMARY HIGHWAYS & PTO				3,364,397				3,364,397
	SL-STP, AREAS <= 200K				1,068,627				1,068,627
Phase: CONSTRUCTION Totals					9,893,924				9,893,924
Item: 450951 1 Totals			2,060,000		9,893,924				11,953,924
Project Totals			2,060,000		9,893,924				11,953,924

Item Number: 450952 1 **Project Description:** SR 40 FROM US 441 TO 25TH AVE
District: 05 **County:** MARION **Type of Work:** RESURFACING **Project Length:** 2.250MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code:	ACSL-ADVANCE CONSTRUCTION (SL)		2,000,000					2,000,000
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		10,000					10,000
Phase: PRELIMINARY ENGINEERING Totals			2,010,000					2,010,000

CONSTRUCTION / MANAGED BY FDOT

Fund Code:	DIH-STATE IN-HOUSE PRODUCT SUPPORT				10,900				10,900
	DS-STATE PRIMARY HIGHWAYS & PTO				5,155,348				5,155,348
	SA-STP, ANY AREA				3,054,957				3,054,957
	SL-STP, AREAS <= 200K				996,137				996,137
Phase: CONSTRUCTION Totals					9,217,342				9,217,342
Item: 450952 1 Totals			2,010,000		9,217,342				11,227,342
Project Totals			2,010,000		9,217,342				11,227,342

Item Number: 451060 1 **Project Description:** CR 42 AT CR 25 INTERSECTION IMPROVEMENTS
District: 05 **County:** MARION **Type of Work:** INTERSECTION IMPROVEMENT **Project Length:** 0.002MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY MARION COUNTY BOARD OF COUNTY C									
Fund Code:	ACSS-ADVANCE CONSTRUCTION (SS,HSP)		197,880						197,880

CONSTRUCTION / MANAGED BY MARION COUNTY BOARD OF COUNTY C									
Fund Code:	ACSS-ADVANCE CONSTRUCTION (SS,HSP)				385,850				385,850
Item: 451060 1 Totals			197,880		385,850				583,730
Project Totals			197,880		385,850				583,730

Item Number: 451251 1 **Project Description:** SR 40 (WEST SILVER SPRINGS BLVD) AT SW 27TH AVE
District: 05 **County:** MARION **Type of Work:** SAFETY PROJECT **Project Length:** 0.100MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	ACSS-ADVANCE CONSTRUCTION (SS,HSP)			800,000					800,000
	DIH-STATE IN-HOUSE PRODUCT SUPPORT			80,000					80,000
Phase: PRELIMINARY ENGINEERING Totals				880,000					880,000

CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	ACSS-ADVANCE CONSTRUCTION (SS,HSP)					707,490			707,490
	DIH-STATE IN-HOUSE PRODUCT SUPPORT					8,086			8,086
Phase: CONSTRUCTION Totals						715,576			715,576
Item: 451251 1 Totals				880,000		715,576			1,595,576
Project Totals				880,000		715,576			1,595,576

Item Number: 451253 1 **Project Description:** SW SR 200 (SW COLLEGE RD) AT SW 60TH AVE
District: 05 **County:** MARION **Type of Work:** SAFETY PROJECT **Project Length:** 0.100MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	ACSS-ADVANCE CONSTRUCTION		262,500						262,500

	(SS,HSP)								
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		35,000						35,000
	TALL-TRANSPORTATION ALTS- <200K		87,500						87,500
Phase: PRELIMINARY ENGINEERING Totals			385,000						385,000

CONSTRUCTION / MANAGED BY FDOT

Fund Code:	ACSS-ADVANCE CONSTRUCTION (SS,HSP)				265,415				265,415
	DIH-STATE IN-HOUSE PRODUCT SUPPORT				6,758				6,758
	TALL-TRANSPORTATION ALTS- <200K				65,945				65,945
Phase: CONSTRUCTION Totals					338,118				338,118
Item: 451253 1 Totals			385,000		338,118				723,118
Project Totals			385,000		338,118				723,118

Item Number: 451716 1 **Project Description:** SR 93/I-75 SIGN STRUCTURE REPLACEMENTS *SIS*
District: 05 **County:** MARION **Type of Work:** BRIDGE-REPAIR/REHABILITATION **Project Length:** 6.230MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code:	BRRP-STATE BRIDGE REPAIR & REHAB		50,000						50,000
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		2,000						2,000
Phase: PRELIMINARY ENGINEERING Totals			52,000						52,000

CONSTRUCTION / MANAGED BY FDOT

Fund Code:	BRRP-STATE BRIDGE REPAIR & REHAB			1,553,150					1,553,150
	DIH-STATE IN-HOUSE PRODUCT SUPPORT			2,116					2,116
Phase: CONSTRUCTION Totals				1,555,266					1,555,266
Item: 451716 1 Totals			52,000	1,555,266					1,607,266
Project Totals			52,000	1,555,266					1,607,266

Item Number: 452229 3 **Project Description:** SWRS - DISTRICTWIDE RUMBLE STRIPES BUNDLE
5C - MARION *SIS*
District: 05 **County:** MARION **Type of Work:** SAFETY PROJECT **Project Length:** 63.012MI

Phase / Responsible Agency	Fiscal Year							All Years
	<2024	2024	2025	2026	2027	2028	>2028	

PRELIMINARY ENGINEERING / MANAGED BY FDOT

Fund Code:	DIH-STATE IN-HOUSE PRODUCT SUPPORT	20,000							20,000
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CONSTRUCTION / MANAGED BY FDOT

Fund Code:	ACSS-ADVANCE CONSTRUCTION (SS,HSP)		990,397						990,397
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		30,000						30,000
Phase: CONSTRUCTION Totals			1,020,397						1,020,397
Item: 452229 3 Totals		20,000	1,020,397						1,040,397
Project Totals		20,000	1,020,397						1,040,397

Item Number: 452364 2		Project Description: I-75 (SR-93) "GAP" 12 - EV DCFCS (PHASE I)						
District: 05		County: MARION		Type of Work: ELECTRIC VEHICLE CHARGING			Project Length: 2.000MI	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE								
Fund Code:	GFEV-GEN. FUND EVEHICLE CHARG. PGM		2,200,000					2,200,000
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
Fund Code:	GFEV-GEN. FUND EVEHICLE CHARG. PGM	1,100,000						1,100,000
Item: 452364 2 Totals		1,100,000	2,200,000					3,300,000
Project Totals		1,100,000	2,200,000					3,300,000
FIXED CAPITAL OUTLAY								
Item Number: 450125 1		Project Description: OCALA OPERATIONS CENTER CONSTRUCTION RENOVATION						
District: 05		County: MARION		Type of Work: FIXED CAPITAL OUTLAY			Project Length: 0.000	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		1,143,480					1,143,480
CONSTRUCTION / MANAGED BY FDOT								
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		6,479,720					6,479,720
Item: 450125 1 Totals			7,623,200					7,623,200
Project Totals			7,623,200					7,623,200
Item Number: 451648 1		Project Description: DEMO OF OLD BUILDINGS (SOUTH PART OF YARD)						
District: 05		County: MARION		Type of Work: FIXED CAPITAL OUTLAY			Project Length: 0.000	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CONSTRUCTION / MANAGED BY FDOT								
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY			144,000				144,000
Item: 451648 1 Totals				144,000				144,000
Project Totals				144,000				144,000
Item Number: 451650 1		Project Description: EQUIPMENT STORAGE BUILDING W/ENCLOSED BAYS						
District: 05		County: MARION		Type of Work: FIXED CAPITAL OUTLAY			Project Length: 0.000	
		Fiscal Year						
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CONSTRUCTION / MANAGED BY FDOT								
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		950,400					950,400
Item: 451650 1 Totals			950,400					950,400
Project Totals			950,400					950,400
Item Number: 451651 1		Project Description: REMODEL SHOP & TIRE CHANGING AREA						
District: 05		County: MARION		Type of Work: FIXED CAPITAL OUTLAY			Project Length: 0.000	

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		788,000					788,000	
Item: 451651 1 Totals			788,000					788,000	
Project Totals			788,000					788,000	

Item Number: 451652 1 **Project Description:** REMODEL WAREHOUSE
District: 05 **County:** MARION **Type of Work:** FIXED CAPITAL OUTLAY **Project Length:** 0.000

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		240,000					240,000	
Item: 451652 1 Totals			240,000					240,000	
Project Totals			240,000					240,000	

Item Number: 451653 1 **Project Description:** REPLACE/RELOCATE STORAGE BINS WITH TWO COVERED BAYS
District: 05 **County:** MARION **Type of Work:** FIXED CAPITAL OUTLAY **Project Length:** 0.000

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		180,000					180,000	
Item: 451653 1 Totals			180,000					180,000	
Project Totals			180,000					180,000	

Item Number: 451654 1 **Project Description:** SECURITY - ELECTRONIC DOOR ACCESS (CREW & SHOP)
District: 05 **County:** MARION **Type of Work:** FIXED CAPITAL OUTLAY **Project Length:** 0.000

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		80,000					80,000	
Item: 451654 1 Totals			80,000					80,000	
Project Totals			80,000					80,000	

Item Number: 451655 1 **Project Description:** VEHICLE WASH RACK
District: 05 **County:** MARION **Type of Work:** FIXED CAPITAL OUTLAY **Project Length:** 0.000

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	FCO-PRIMARY/FIXED CAPITAL OUTLAY		200,000					200,000	
Item: 451655 1 Totals			200,000					200,000	
Project Totals			200,000					200,000	

TRANSPORTATION PLANNING

Item Number: 439331 1 **Project Description:** OCALA/MARION URBAN AREA FY 2016/2017-2017/2018 UPWP
District: 05 **County:** MARION **Type of Work:** TRANSPORTATION PLANNING **Project Length:** 0.000

		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PLANNING / MANAGED BY CITY OF OCALA									
Fund Code:	-TOTAL OUTSIDE YEARS	1,236,809						1,236,809	
Item: 439331 1 Totals		1,236,809						1,236,809	
Item Number: 439331 2 Project Description: OCALA/MARION URBAN AREA FY 2018/2019-2019/2020 UPWP									
District: 05		County: MARION		Type of Work: TRANSPORTATION PLANNING			Project Length: 0.000		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PLANNING / MANAGED BY MARION COUNTY BOCC									
Fund Code:	-TOTAL OUTSIDE YEARS	1,168,472						1,168,472	
Item: 439331 2 Totals		1,168,472						1,168,472	
Item Number: 439331 3 Project Description: OCALA/MARION URBAN AREA FY 2020/2021-2021/2022 UPWP									
District: 05		County: MARION		Type of Work: TRANSPORTATION PLANNING			Project Length: 0.000		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PLANNING / MANAGED BY MARION COUNTY BOCC									
Fund Code:	-TOTAL OUTSIDE YEARS	803,399						803,399	
Item: 439331 3 Totals		803,399						803,399	
Item Number: 439331 4 Project Description: OCALA/MARION URBAN AREA FY 2022/2023-2023/2024 UPWP									
District: 05		County: MARION		Type of Work: TRANSPORTATION PLANNING			Project Length: 0.000		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PLANNING / MANAGED BY MARION COUNTY BOCC									
Fund Code:	PL-METRO PLAN (85% FA; 15% OTHER)	898,984	671,231					1,570,215	
Item: 439331 4 Totals		898,984	671,231					1,570,215	
Item Number: 439331 5 Project Description: OCALA/MARION URBAN AREA FY 2024/2025-2025/2026 UPWP									
District: 05		County: MARION		Type of Work: TRANSPORTATION PLANNING			Project Length: 0.000		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PLANNING / RESPONSIBLE AGENCY NOT AVAILABLE									
Fund Code:	PL-METRO PLAN (85% FA; 15% OTHER)			676,473	683,366			1,359,839	
Item: 439331 5 Totals				676,473	683,366			1,359,839	
Item Number: 439331 6 Project Description: OCALA/MARION URBAN AREA FY 2026/2027-2027/2028 UPWP									
District: 05		County: MARION		Type of Work: TRANSPORTATION PLANNING			Project Length: 0.000		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PLANNING / RESPONSIBLE AGENCY NOT AVAILABLE									

Fund Code: PL-METRO PLAN (85% FA; 15% OTHER)						683,366	683,366		1,366,732
Item: 439331 6 Totals						683,366	683,366		1,366,732
Project Totals	4,107,664	671,231	676,473	683,366	683,366	683,366			7,505,466
MAINTENANCE									
Item Number: 413615 3	Project Description: LIGHTING AGREEMENTS								
District: 05	County: MARION	Type of Work: LIGHTING					Project Length: 0.000		
	Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT									
Fund Code: D-UNRESTRICTED STATE PRIMARY	2,688,126	441,220	454,457	468,088	487,617				4,539,508
DDR-DISTRICT DEDICATED REVENUE	3,169,391								3,169,391
Phase: BRDG/RDWY/CONTRACT MAINT Totals	5,857,517	441,220	454,457	468,088	487,617				7,708,899
Item: 413615 3 Totals	5,857,517	441,220	454,457	468,088	487,617				7,708,899
Project Totals	5,857,517	441,220	454,457	468,088	487,617				7,708,899
Item Number: 418107 1 Project Description: MARION PRIMARY IN-HOUSE									
District: 05	County: MARION	Type of Work: ROUTINE MAINTENANCE					Project Length: 0.000		
	Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT									
Fund Code: D-UNRESTRICTED STATE PRIMARY	43,353,588	1,831,973	1,831,973	1,831,973	1,831,973	1,781,973			52,463,453
Item: 418107 1 Totals	43,353,588	1,831,973	1,831,973	1,831,973	1,831,973	1,781,973			52,463,453
Project Totals	43,353,588	1,831,973	1,831,973	1,831,973	1,831,973	1,781,973			52,463,453
Item Number: 442738 1 Project Description: CITY OF OCALA MOA									
District: 05	County: MARION	Type of Work: ROUTINE MAINTENANCE					Project Length: 0.000		
	Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
BRDG/RDWY/CONTRACT MAINT / MANAGED BY CITY OF OCALA									
Fund Code: D-UNRESTRICTED STATE PRIMARY	92,850	50,000			50,000				192,850
Item: 442738 1 Totals	92,850	50,000			50,000				192,850
Project Totals	92,850	50,000			50,000				192,850
Item Number: 446910 1 Project Description: ASSET MAINTENANCE MARION COUNTY									
District: 05	County: MARION	Type of Work: ROUTINE MAINTENANCE					Project Length: 0.000		
	Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT									
Fund Code: D-UNRESTRICTED STATE PRIMARY	7,122,501	1,611,043	2,371,820	2,371,820	2,371,820	971,820			16,820,824
Item: 446910 1 Totals	7,122,501	1,611,043	2,371,820	2,371,820	2,371,820	971,820			16,820,824
Project Totals	7,122,501	1,611,043	2,371,820	2,371,820	2,371,820	971,820			16,820,824
FLP: AVIATION									
Item Number: 438417 1 Project Description: MARION-MARION CO AIRPORT RUNWAY IMPROVEMENTS									
District: 05	County: MARION	Type of Work: AVIATION PRESERVATION PROJECT					Project Length: 0.000		
	Fiscal Year								

Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
Fund Code: DDR-DISTRICT DEDICATED REVENUE				350,000				350,000
LF-LOCAL FUNDS				87,500				87,500
Phase: CAPITAL Totals				437,500				437,500
Item: 438417 1 Totals				437,500				437,500
Project Totals				437,500				437,500

Item Number: 438427 1 **Project Description:** MARION AIRFIELD PAVEMENT IMPROVEMENTS
District: 05 **County:** MARION **Type of Work:** AVIATION PRESERVATION PROJECT **Project Length:** 0.000

Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
Fund Code: DPTO-STATE - PTO			200,000					200,000
FAA-FEDERAL AVIATION ADMIN			2,250,000					2,250,000
LF-LOCAL FUNDS			50,000					50,000
Phase: CAPITAL Totals			2,500,000					2,500,000
Item: 438427 1 Totals			2,500,000					2,500,000
Project Totals			2,500,000					2,500,000

Item Number: 438477 1 **Project Description:** MARION-OCALA INTL TAXIWAY IMPROVEMENTS
District: 05 **County:** MARION **Type of Work:** AVIATION PRESERVATION PROJECT **Project Length:** 0.000

Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CAPITAL / MANAGED BY CITY OF OCALA								
Fund Code: DDR-DISTRICT DEDICATED REVENUE				520,000				520,000
FAA-FEDERAL AVIATION ADMIN				5,850,000				5,850,000
LF-LOCAL FUNDS				130,000				130,000
Phase: CAPITAL Totals				6,500,000				6,500,000
Item: 438477 1 Totals				6,500,000				6,500,000
Project Totals				6,500,000				6,500,000

Item Number: 440780 1 **Project Description:** MARION-OCALA INTL AIRFIELD PAVEMENT REHABILITATION
District: 05 **County:** MARION **Type of Work:** AVIATION PRESERVATION PROJECT **Project Length:** 0.000

Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CAPITAL / MANAGED BY CITY OF OCALA								
Fund Code: DDR-DISTRICT DEDICATED REVENUE			1,000,000					1,000,000
LF-LOCAL FUNDS			250,000					250,000
Phase: CAPITAL Totals			1,250,000					1,250,000
Item: 440780 1 Totals			1,250,000					1,250,000
Project Totals			1,250,000					1,250,000

Item Number: 444877 1 **Project Description:** MARION-OCALA INTL HANGAR
District: 05 **County:** MARION **Type of Work:** AVIATION REVENUE/OPERATIONAL **Project Length:** 0.000

Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

CAPITAL / MANAGED BY CITY OF OCALA								
Fund Code:	DDR-DISTRICT DEDICATED REVENUE		1,000,000					1,000,000
	LF-LOCAL FUNDS		250,000					250,000
Phase: CAPITAL Totals			1,250,000					1,250,000
Item: 444877 1 Totals			1,250,000					1,250,000
Project Totals			1,250,000					1,250,000

Item Number: 448575 1		Project Description: MARION-OCALA INTL ARFF BUILDING						
District: 05	County: MARION	Type of Work: AVIATION SAFETY PROJECT					Project Length: 0.000	
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
Fund Code:	DDR-DISTRICT DEDICATED REVENUE				800,000			800,000
	LF-LOCAL FUNDS				200,000			200,000
Phase: CAPITAL Totals					1,000,000			1,000,000
Item: 448575 1 Totals					1,000,000			1,000,000
Project Totals					1,000,000			1,000,000

Item Number: 449774 1		Project Description: MARION COUNTY AIRPORT HANGAR						
District: 05	County: MARION	Type of Work: AVIATION REVENUE/OPERATIONAL					Project Length: 0.000	
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE								
Fund Code:	DDR-DISTRICT DEDICATED REVENUE		1,237,596					1,237,596
	DPTO-STATE - PTO		762,404					762,404
	LF-LOCAL FUNDS		500,000					500,000
Phase: CAPITAL Totals			2,500,000					2,500,000
Item: 449774 1 Totals			2,500,000					2,500,000
Project Totals			2,500,000					2,500,000

Item Number: 451472 1		Project Description: MARION - MARION CO AIRPORT TAXIWAYS						
District: 05	County: MARION	Type of Work: AVIATION PRESERVATION PROJECT					Project Length: 0.000	
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years

CAPITAL / MANAGED BY MARION COUNTY BOARD OF COUNTY C								
Fund Code:	DDR-DISTRICT DEDICATED REVENUE	32,080	350,000					382,080
	FAA-FEDERAL AVIATION ADMIN	360,900	3,937,500					4,298,400
	LF-LOCAL FUNDS	8,020	87,500					95,520
Phase: CAPITAL Totals		401,000	4,375,000					4,776,000
Item: 451472 1 Totals		401,000	4,375,000					4,776,000
Project Totals		401,000	4,375,000					4,776,000

FLP: TRANSIT								
Item Number: 427188 2		Project Description: SUNTRAN/OCALA/MARION URB.CAP/OPER. FIXED ROUTE FTA SECTION 5307						
District: 05	County: MARION	Type of Work: CAPITAL FOR FIXED ROUTE					Project Length: 0.000	
Extra Description: AGENCY USES THEIR FUNDS FOR BOTH OPERATING AND CAPITAL.								
Fiscal Year								
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years
CAPITAL / MANAGED BY MARION COUNTY TRANSIT								

Project Totals		4,646							4,646
Item Number: 426179 1		Project Description: SILVER SPRINGS STATE PARK PEDESTRIAN BRIDGES							
District: 05	County: MARION	Type of Work: MISCELLANEOUS CONSTRUCTION					Project Length: 0.000		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
PRELIMINARY ENGINEERING / MANAGED BY FDOT									
Fund Code:	TALL-TRANSPORTATION ALTS- <200K	264,445							264,445
	TALN-TRANSPORTATION ALTS- < 5K	287,347							287,347
	TALT-TRANSPORTATION ALTS- ANY AREA	883,075							883,075
Phase: PRELIMINARY ENGINEERING Totals		1,434,867							1,434,867
CONSTRUCTION / MANAGED BY FDOT									
Fund Code:	CARM-CARB FOR SM. URB. 5K - 49,999		132,135						132,135
	CARN-CARB FOR RURAL AREAS < 5K		713,333						713,333
	DIH-STATE IN-HOUSE PRODUCT SUPPORT		5,140						5,140
	TALL-TRANSPORTATION ALTS- <200K		624,454						624,454
	TALM-TAP AREA POP. 5K TO 50,000		159,173						159,173
	TALN-TRANSPORTATION ALTS- < 5K		848,827						848,827
	TALT-TRANSPORTATION ALTS- ANY AREA		1,305,301						1,305,301
Phase: CONSTRUCTION Totals			3,788,363						3,788,363
ENVIRONMENTAL / MANAGED BY FDOT									
Fund Code:	TALT-TRANSPORTATION ALTS- ANY AREA	50,000							50,000
Item: 426179 1 Totals		1,484,867	3,788,363						5,273,230
Project Totals		1,484,867	3,788,363						5,273,230
Item Number: 452186 2		Project Description: US-301/US-441/US-27 (OCALA) "GAP" 17 - EV DCFCS (PHASE II)							
District: 05	County: MARION	Type of Work: ELECTRIC VEHICLE CHARGING					Project Length: 2.863MI		
		Fiscal Year							
Phase / Responsible Agency	<2024	2024	2025	2026	2027	2028	>2028	All Years	
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE									
Fund Code:	GFEV-GEN. FUND EVEHICLE CHARG. PGM		1,500,000						1,500,000
CAPITAL / RESPONSIBLE AGENCY NOT AVAILABLE									
Fund Code:	GFEV-GEN. FUND EVEHICLE CHARG. PGM		900,000						900,000
Item: 452186 2 Totals			900,000	1,500,000					2,400,000
Project Totals			900,000	1,500,000					2,400,000
Grand Total		304,969,616	81,405,046	104,406,294	96,224,530	19,676,252	71,807,292	137,298,911	815,787,941

This site is maintained by the Office of Work Program and Budget, located at 605 Suwannee Street, MS 21, Tallahassee, Florida 32399.

For additional information please e-mail questions or comments to:
Federal Aid Management
Sean McAuliffe: Sean.McAuliffe@dot.state.fl.us Or call 850-414-4564

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APPENDIX K: TIP Roll Forward Amendment Report



Website: Ocalamariontpo.org

Transportation Improvement Program

Fiscal Years 2024 to 2028

Roll Forward Amendment

Approved September 26, 2023



Website: Ocalamariontpo.org

Ocala Marion Transportation Planning Organization

2710 East Silver Springs Boulevard • Ocala, FL 34470 • 352-438-2630

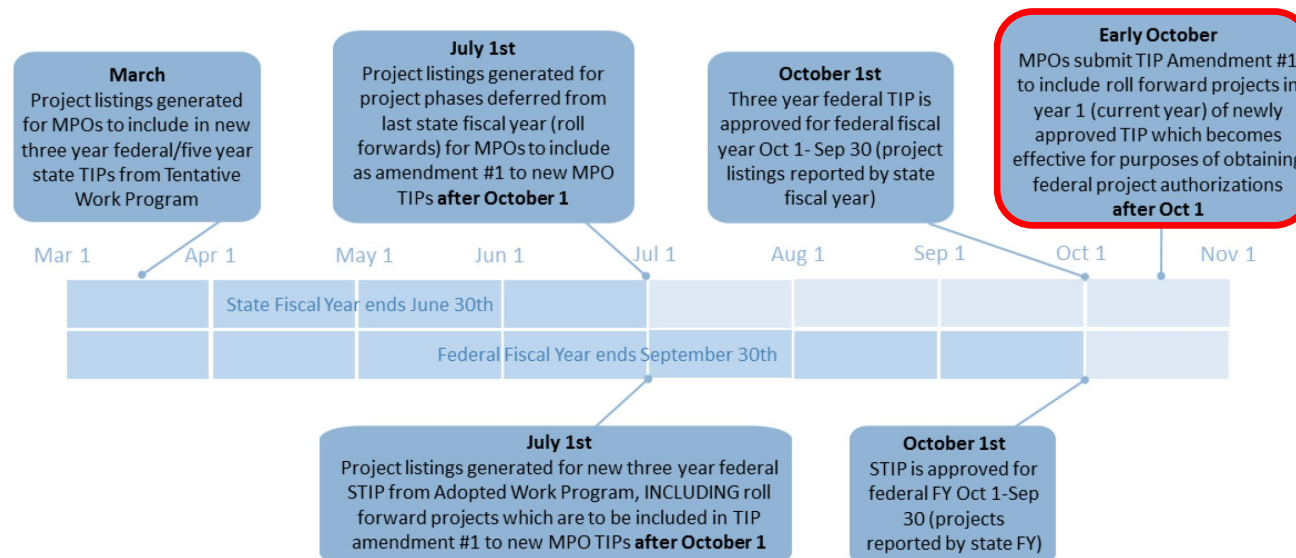
Roll Forward TIP Amendment

PURPOSE

The Fiscal Years (FY) 2024 to 2028 Transportation Improvement Program (TIP) was adopted by the Board on June 27, 2023. The purpose of the TIP Roll Forward Amendment is to ensure full consistency by October 1 each year between the Ocala/Marion County Transportation Planning Organization (TPO) Transportation Improvement Program (TIP) and the Florida Department of Transportation (FDOT) Work Program.

In some cases, project funding programmed in the previous fiscal year of the prior TIP document was not authorized and encumbered prior to June 30. These projects then roll-forward in the FDOT Work Program for year one (FY 2024), but not into the TPO's TIP to meet the timeline for annual adoption. As a result, the TPO's TIP must be amended each year to include roll-forward projects in the current fiscal year to ensure consistency with the FDOT Work Program. Hence, the process is called the Roll Forward TIP Amendment.

Unlike all other projects, Federal Transit Administration (FTA) projects do not automatically roll-forward in the FDOT Work Program. The TPO coordinates with SunTran to verify that project funding is appropriately accounted for in the Roll Forward TIP Amendment. The following graphic displays the Roll Forward process and all key milestones. Project phase acronym descriptions are provided at the last page of this document.



Roll Forward Summary

The following tables summarize roll forward projects for the FY 2024 to FY 2024 TIP. The table includes current FY 2024 TIP project funding, amount of funding rolled forward, and revised FY 2024 project funding.

Project FM #	Project Name	Work Type	Phase(s)	Current TIP FY 2024	Amount Rolled Forward	Revised TIP FY 2024
410674-3	SR 40 From East of CR 314 To East of CR 314A	Add Lanes and Reconstruction	PE ROW Total:	\$0 \$18,116,000 \$18,116,000	\$591 \$2,447,590 \$2,447,590	\$591 \$20,563,590 \$20,563,590
427188-2	SunTran/Ocala/Marion Urban CAP/OPER. Fixed Route Section 5307	Capital for Fixed Route	CAP	\$3,795,518	\$14,639,252	\$18,434,770
433652-1	SR 40 Intersections at SW 40th Avenue and SW 27th Avenue	Add Turn Lane(s)	PE ROW Total:	\$0 \$0 \$0	\$1,168 \$286,995 \$288,163	\$1,168 \$286,995 \$288,163
433661-1	US 441 from SR 40 to SR 40A (Broadway)	Traffic Operations	CST PE RRU Total:	\$0 \$0 \$0 \$0	\$1,314 \$7,860 \$27,327 \$36,501	\$1,314 \$7,860 \$27,327 \$36,501
434408-1	SR 40 Fort Brooks Road from East of NE 10th Street Road to East of NE 145TH Avenue Road	Resurfacing	PE	\$0	\$2,684	\$2,684
434844-2	CR 42 at SE 182nd	Add Left Turn Lane	CST	\$0	\$20,633	\$20,633
435057-1	I-75 at CR 484, SR 326, CR 318	Lighting	PE	\$0	\$4,945	\$4,945
435209-1	I-75 at NW 49th Street from End of NW 49th Street to End of NW 35th Street	New Interchange	PD&E PE ROW Total:	\$0 \$0 \$0 \$0	\$7,282 \$9,858 \$11,819,189 \$11,836,329	\$7,282 \$9,858 \$11,819,189 \$11,836,329
435466-1	I-75 2 Locations	Landscaping	CST	\$0	\$51,689	\$51,689
435492-2	SR 40 Intersection Improvements at MLK Boulevard	Intersection	CST	\$0	\$9,380	\$9,380
435659-2	SR 200 at I-75 Left and Right Turn Lanes	Add Turn Lane(s)	CST	\$0	\$6,214	\$6,214

Project FM #	Project Name	Work Type	Phase(s)	Current TIP FY 2024	Amount Rolled Forward	Revised TIP FY 2024
435660-2	SR 326 from SR 326 Railroad Crossing to East of CR 25A (NW Gainesville Road)	Addition of Left Turn Lane	CST PE Total:	\$0 \$0 \$0	\$477 \$1 \$478	\$477 \$1 \$478
436361-1	ITS Operational Support, Marion County CMGC Contract	ITS Communication System	CST PE Total:	\$0 \$0 \$0	\$1,757 \$9,029 \$10,786	\$1,757 \$9,029 \$10,786
435686-1	SR 500 /US 441 @SE 98th Lane	Addition of Left Turn Lane	CST PE Total:	\$0 \$0 \$0	\$48,801 \$13,291 \$62,092	\$48,801 \$13,291 \$62,092
436474-2	Saddlewood Elementary School Sidewalks	Sidewalk	CST	\$0	\$17,777	\$17,777
436474-5	Legacy Elementary School Sidewalks	Sidewalk	CST	\$0	\$44,424	\$44,424
436879-1	SR 200 from South of CR 484 to South of SW 60th Avenue	Resurfacing	CST PE Total:	\$0 \$0 \$0	\$55 \$7,587 \$7,642	\$55 \$7,587 \$7,642
437339-1	SR 500 /US 27 From Levy County Line to CR 326	Resurfacing	CST PE Total:	\$0 \$0 \$0	\$24,916 \$2,862 \$27,778	\$24,916 \$2,862 \$27,778
437344-1	SR 200 from East of SW 60th Avenue to East of SW 38th Court	Resurfacing	CST PE Total:	\$0 \$0 \$0	\$13,608 \$4,886 \$18,494	\$13,608 \$4,886 \$18,494
437818-1	I-75 at CR 318 Interchange	Landscaping	CST	\$0	\$12,971	\$12,971
437828-1	I-75 at SW 20th Street and I-75 at SW 43rd Street	Landscaping	CST	\$0	\$15,243	\$15,243
438562-1	I-75 Rest Area in Marion County, North of CR 484 to South of SR 200	Rest Area	CST PE RRU Total:	\$0 \$0 \$0 \$0	\$224,910 \$1,667 \$100,000 \$326,577	\$224,910 \$1,667 \$100,000 \$326,577
439310-1	Osceola Avenue Trail from SE 3rd St To NE 5th St	Bike Path/Trail	CST	\$0	\$101	\$101
439887-1	Marion County Pedestrian Lighting Bundle	Lighting	CST	\$0	\$30,116	\$30,116
440311-1	I-75 Wildwood Weigh Station Repairs	Weigh Station	PE	\$0	\$18,888	\$18,888

Project FM #	Project Name	Work Type	Phase(s)	Current TIP FY 2024	Amount Rolled Forward	Revised TIP FY 2024
440900-2	I-75 FRAME Arterials	ITS Communication	PE	\$0	\$9,235	\$9,235
441141-1	SR 464 from US 301/Pine Avenue to SR 35/Baseline	Resurfacing	CST	\$0	\$86,462	\$86,462
			PE	\$0	\$4,011	\$4,011
			Total:	\$0	\$90,473	\$90,473
443170-1	I-75 from Sumter County Line to SR 200	Resurfacing	CST	\$0	\$133,314	\$133,314
			PE	\$0	\$1,279	\$1,279
			Total:	\$0	\$134,593	\$134,593
443730-1	US 301/US 441 Split, South of Split to North of Split	Landscaping	CST	\$0	\$9,933	\$9,933
445212-1	US 301 from South of NE 175th to Alachua County	Resurfacing	CST	\$0	\$20,000	\$20,000
			PE	\$0	\$1,250	\$1,250
			Total:	\$0	\$21,250	\$21,250
445217-1	SR 326 from East of US 441/301 to SR 40	Resurfacing	CST	\$0	\$916,128	\$916,128
			PE	\$0	\$4,648	\$4,648
			Total:	\$0	\$920,776	\$920,776
445377-1	Marion County Section 5339 Small Urban Capital	Fixed Route Transit	CAP	\$0	\$1,231,367	\$1,231,367
447137-1	SR 200 Bridges 360044, 360059 and SR 40 Bridge 360044, Deck 360044 Rehabilitation	Bridge Repair/Rehabilitation	CST	\$0	\$1,913	\$1,913
			PE	\$0	\$1,258	\$1,258
			Total:	\$0	\$3,171	\$3,171
448170-1	Marion/Ocala Section 5399 Small Urban Capital	Fixed Route Transit	CAP	\$0	\$470,711	\$470,711
449238-1	Marion-Ocala SunTran Small Urban	Fixed Route Transit	CAP	\$0	\$783,759	\$783,759
449760-1	Marion County Airport Fuel System	Aviation Operational	CAP	\$0	\$312,500	\$312,500
450653-1	Hurricane Ian, Marion County Disaster Recovery	Emergency Operations	CST	\$0	\$3,441	\$3,441
			MSC	\$0	\$7,746	\$7,746
			Total:	\$0	\$11,187	\$11,187
450665-1	SR 40 from SW 80th Avenue to SW 52nd Avenue	Resurfacing	PE	\$0	\$150,000	\$150,000
452364-2	I-75 "GAP" 12 Electric Vehicle, Direct Fast Charging	Electric Vehicle Charging Stations	CAP	\$0	\$1,100,000	\$1,100,000
			OPS	\$2,200,000	\$0	\$2,200,000
			Total:	\$2,200,000	\$1,100,000	\$3,300,000

Roll Forward Totals: \$24,111,518 \$35,158,702 \$59,297,220

Project Phase Acronym Description

CAP	Capital
CRT MTN	Contract Routine Maintenance
CST	Construction
DB	Design Build
ENV	Environmental
MSC	Miscellaneous
OPS	Operations
PD&E	Project Development and Environment Study
PE	Preliminary Engineering
ROW	Right of Way
RRU	Railroad and Utilities

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ITEM NUMBER:410674 3 PROJECT DESCRIPTION:SR 40 FROM EAST OF CR 314 TO EAST OF CR 314A *SIS*
 DISTRICT:05 COUNTY:MARION TYPE OF WORK:PRELIM ENG FOR FUTURE CAPACITY
 ROADWAY ID:36080000 PROJECT LENGTH: 6.140MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACSA	302,632		0	0	0	0	0	302,632
ART	1,549,011		0	0	0	0	0	1,549,011
DIH	355,543	591	0	0	0	0	0	356,134
DS	43,644		0	0	0	0	0	43,644
EB	136,930		0	0	0	0	0	136,930
SA	10,000		0	0	0	0	0	10,000
SL	5,416,792		0	0	0	0	0	5,416,792
SN	86,580		0	0	0	0	0	86,580
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ART	0	20,246,250	12,859,495	0	0	0	0	33,105,745
DIH	6,428	316,749	318,000	0	0	0	0	641,177
PHASE: ENVIRONMENTAL / RESPONSIBLE AGENCY: MANAGED BY FDOT								
SA	1,000,000		0	0	0	0	0	1,000,000
SN	37,686		0	0	0	0	0	37,686
TALN	150,000		0	0	0	0	0	150,000
TALT	850,000		0	0	0	0	0	850,000
TOTAL 410674 3	9,945,246	20,563,590	13,177,495	0	0	0	0	43,686,331
TOTAL PROJECT:	9,945,246	20,563,590	13,177,495	0	0	0	0	43,686,331

ITEM NUMBER:443170 1 PROJECT DESCRIPTION:SR 93 (I-75) FROM SUMTER COUNTY TO SR 200 *SIS*
 DISTRICT:05 COUNTY:MARION TYPE OF WORK:RESURFACING
 ROADWAY ID:36210000 PROJECT LENGTH: 13.993MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACNP	1,074		0	0	0	0	0	1,074
DDR	110,440		0	0	0	0	0	110,440
DIH	20,084		0	0	0	0	0	20,084
DS	44,244		0	0	0	0	0	44,244
NHPP	1,274,066	1,279	0	0	0	0	0	1,275,345
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACNP	27,748,073	81,924	0	0	0	0	0	27,829,997
DDR	457,335	0	0	0	0	0	0	457,335
DS	149,878	51,390	0	0	0	0	0	201,268
NHPP	2,164,019	0	0	0	0	0	0	2,164,019
TOTAL 443170 1	31,969,213	134,593	0	0	0	0	0	32,103,806
TOTAL PROJECT:	31,969,213	134,593	0	0	0	0	0	32,103,806

ITEM NUMBER:433652 1 PROJECT DESCRIPTION:SR 40 INTERSECTIONS AT SW 40TH AVENUE AND SW 27TH AVENUE *NON-SIS*
 DISTRICT:05 COUNTY:MARION TYPE OF WORK:ADD TURN LANE(S)
 ROADWAY ID:36110000 PROJECT LENGTH: 1.309MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 1

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	145,137		0	0	0	0	0	145,137
DIH	164,717	1,168	0	0	0	0	0	165,885

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ITEM NUMBER:434844 2 PROJECT DESCRIPTION:CR 42 AT SE 182ND *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:ADD LEFT TURN LANE(S)
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACSS	117,533		3,000	0	0	0	0	120,533
LF	0		17,633	0	0	0	0	17,633
TOTAL 434844 2	117,533	20,633	0	0	0	0	0	138,166
TOTAL PROJECT:	117,533	20,633	0	0	0	0	0	138,166

ITEM NUMBER:435057 1 PROJECT DESCRIPTION:I-75 (SR 93) AT CR 484, SR 326, CR 318 *SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:LIGHTING
ROADWAY ID:36210000 PROJECT LENGTH: 28.270MI LANES EXIST/IMPROVED/ADDED: 6/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	754,972		0	0	0	0	0	754,972
DIH	30,088		4,945	0	0	0	0	35,033
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	82,021		0	0	0	0	0	82,021
DI	2,162,021		0	0	0	0	0	2,162,021
DIH	61,476		0	0	0	0	0	61,476
DS	45,171		0	0	0	0	0	45,171
HSP	871,302		0	0	0	0	0	871,302
SL	34,289		0	0	0	0	0	34,289
TOTAL 435057 1	4,041,340	4,945	0	0	0	0	0	4,046,285
TOTAL PROJECT:	4,041,340	4,945	0	0	0	0	0	4,046,285

ITEM NUMBER:435209 1 PROJECT DESCRIPTION:I-75(SR 93) AT NW 49TH ST FROM END OF NW 49TH ST TO END OF NW 35TH ST *SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:INTERCHANGE (NEW)
ROADWAY ID:36210000 PROJECT LENGTH: .001MI LANES EXIST/IMPROVED/ADDED: 6/ 0/ 2

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: P D & E / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	2,636,410		0	0	0	0	0	2,636,410
DIH	162,715		7,282	0	0	0	0	169,997
DS	575,493		0	0	0	0	0	575,493
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DDR	5,057,627		0	0	0	0	0	5,057,627
DIH	261,503		9,858	0	0	0	0	271,361
DS	8,074		0	0	0	0	0	8,074
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT								
CIGP	0	100,000		0	0	0	0	100,000
DDR	0		3,737,100	0	0	0	0	3,737,100
DIH	811		19,189	0	0	0	0	20,000
LF	0	11,700,000		0	0	0	0	11,700,000
SA	0		4,873,030	0	0	0	0	4,873,030
PHASE: RAILROAD & UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT								
LF	0		1,760,000	0	0	0	0	1,760,000

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Ocala-Marion TPO

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ITEM NUMBER:447137 1		PROJECT DESCRIPTION:SR 200 BRIDGES 360044 & 360059 AND SR 40 BRIDGE 360044 DECK REHAB						*SIS*	
DISTRICT:05		COUNTY:MARION						TYPE OF WORK:BRIDGE-REPAIR/REHABILITATION	
ROADWAY ID:36080000		PROJECT LENGTH: .543MI						LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0	
FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT									
BRRP	57,368		0	0	0	0	0	0	57,368
DIH	742	1,258	0	0	0	0	0	0	2,000
PHASE: RAILROAD & UTILITIES / RESPONSIBLE AGENCY: MANAGED BY FDOT									
BRRP	178,000	0	0	0	0	0	0	0	178,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT									
BRRP	1,027,793	0	0	0	0	0	0	0	1,027,793
DDR	13,588	0	0	0	0	0	0	0	13,588
DIH	20,792	1,913	0	0	0	0	0	0	22,705
TOTAL 447137 1	1,298,283	3,171	0	0	0	0	0	0	1,301,454
TOTAL PROJECT:	1,298,283	3,171	0	0	0	0	0	0	1,301,454

ITEM NUMBER:450665 1		PROJECT DESCRIPTION:SR 40 FROM SW 80TH AVE TO SW 52ND AVE						*NON-SIS*	
DISTRICT:05		COUNTY:MARION						TYPE OF WORK:RESURFACING	
ROADWAY ID:36110000		PROJECT LENGTH: 3.158MI						LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0	
FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS	
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT									
DIH	0	150,000	0	0	0	0	0	0	150,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT									
DIH	0	0	0	10,900	0	0	0	0	10,900
DS	0	0	0	4,525,668	0	0	0	0	4,525,668
SL	0	0	0	553,981	0	0	0	0	553,981
TOTAL 450665 1	0	150,000	0	5,090,549	0	0	0	0	5,240,549
TOTAL PROJECT:	0	150,000	0	5,090,549	0	0	0	0	5,240,549

ITEM NUMBER:452364 2		PROJECT DESCRIPTION:I-75 (SR-93) "GAP" 12 - EV DCFCS (PHASE I)						*NON-SIS*	
DISTRICT:05		COUNTY:MARION						TYPE OF WORK:ELECTRIC VEHICLE CHARGING	
ROADWAY ID:36110000		PROJECT LENGTH: 2.000MI						LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0	
FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS	
PHASE: OPERATIONS / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE									
GFEV	0	2,200,000	0	0	0	0	0	0	2,200,000
PHASE: CAPITAL / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE									
GFEV	0	1,100,000	0	0	0	0	0	0	1,100,000
TOTAL 452364 2	0	3,300,000	0	0	0	0	0	0	3,300,000
TOTAL PROJECT:	0	3,300,000	0	0	0	0	0	0	3,300,000
TOTAL DIST: 05	208,580,009	37,970,603	55,156,797	5,090,549	0	0	0	0	306,797,958
TOTAL HIGHWAYS	208,580,009	37,970,603	55,156,797	5,090,549	0	0	0	0	306,797,958

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 MPO ROLLFORWARD REPORT
 =====
AVIATION
 =====

Ocala-Marion TPO

ITEM NUMBER: 449760 1
 DISTRICT: 05
 ROADWAY ID:

PROJECT DESCRIPTION: MARION CO AIRPORT FUEL SYSTEM
 COUNTY: MARION
 PROJECT LENGTH: .000

NON-SIS
 TYPE OF WORK: AVIATION REVENUE/OPERATIONAL
 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY:								
DDR	0	250,000		0	0	0	0	250,000
LF	0	62,500		0	0	0	0	62,500
TOTAL 449760 1	0	312,500		0	0	0	0	312,500
TOTAL PROJECT:	0	312,500		0	0	0	0	312,500
TOTAL DIST: 05	0	312,500		0	0	0	0	312,500
TOTAL AVIATION	0	312,500		0	0	0	0	312,500

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
MPO ROLLFORWARD REPORT
=====

OCALA-MARION TPO

TRANSIT
=====

ITEM NUMBER:427188 2 PROJECT DESCRIPTION:SUNTRAN/OCALA/MARION URB.CAP/OPER. FIXED ROUTE FTA SECTION 5307 *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:CAPITAL FOR FIXED ROUTE
EX DESC:AGENCY USES THEIR FUNDS FOR BOTH OPERATING AND CAPITAL.

ROADWAY ID:		PROJECT LENGTH: .000						LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0	
FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS	
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY MARION COUNTY TRANSIT									
FTA	0	14,747,817	3,188,236	3,347,648	3,515,030	3,690,782	0	28,489,513	
LF	0	3,686,953	797,059	836,912	878,758	922,695	0	7,122,377	
TOTAL 427188 2	0	18,434,770	3,985,295	4,184,560	4,393,788	4,613,477	0	35,611,890	
TOTAL PROJECT:	0	18,434,770	3,985,295	4,184,560	4,393,788	4,613,477	0	35,611,890	

ITEM NUMBER:445377 1 PROJECT DESCRIPTION:MARION OCALA SECTION 5339 SMALL URBAN CAPITAL *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:CAPITAL FOR FIXED ROUTE
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY OCALA								
FTA	0	985,093	0	0	0	0	0	985,093
LF	0	246,274	0	0	0	0	0	246,274
TOTAL 445377 1	0	1,231,367	0	0	0	0	0	1,231,367
TOTAL PROJECT:	0	1,231,367	0	0	0	0	0	1,231,367

ITEM NUMBER:448170 1 PROJECT DESCRIPTION:MARION/OCALA SECTION 5339 SMALL URBAN CAPITAL FIXED ROUTE PROJECT *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:CAPITAL FOR FIXED ROUTE
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY OCALA								
FTA	0	376,569	0	0	0	0	0	376,569
LF	0	94,142	0	0	0	0	0	94,142
TOTAL 448170 1	0	470,711	0	0	0	0	0	470,711
TOTAL PROJECT:	0	470,711	0	0	0	0	0	470,711

ITEM NUMBER:449238 1 PROJECT DESCRIPTION:MARION - OCALA SUNTRAN SECTION 5307 ARP SMALL URBAN AREA *NON-SIS*
DISTRICT:05 COUNTY:MARION TYPE OF WORK:CAPITAL FOR FIXED ROUTE
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY OCALA								
FTA	0	627,007	0	0	0	0	0	627,007
LF	0	156,752	0	0	0	0	0	156,752
TOTAL 449238 1	0	783,759	0	0	0	0	0	783,759
TOTAL PROJECT:	0	783,759	0	0	0	0	0	783,759
TOTAL DIST: 05	0	20,920,607	3,985,295	4,184,560	4,393,788	4,613,477	0	38,097,727
TOTAL TRANSIT	0	20,920,607	3,985,295	4,184,560	4,393,788	4,613,477	0	38,097,727

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
MPO ROLLFORWARD REPORT
=====
TRANSIT
=====

FLORIDA DEPARTMENT OF TRANSPORTATION
 OFFICE OF WORK PROGRAM
 MPO ROLLFORWARD REPORT
 =====
MISCELLANEOUS
 =====

OCALA-MARION TPO

TALT	7,819	0	0	0	0	0	0	7,819
TOTAL 436474 5	296,159	44,424	0	0	0	0	0	340,583
TOTAL PROJECT:	701,797	62,201	0	0	0	0	0	763,998

ITEM NUMBER:439310 1 PROJECT DESCRIPTION:OSCEOLA AVENUE TRAIL FROM SE 3RD STREET TO NE 5TH STREET *NON-SIS*
 DISTRICT:05 COUNTY:MARION TYPE OF WORK:BIKE PATH/TRAIL
 ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY CITY OF OCALA								
LF	194,476	0	0	0	0	0	0	194,476
TALL	650,316	0	0	0	0	0	0	650,316
TALT	245,472	0	0	0	0	0	0	245,472
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
DIH	0	101	0	0	0	0	0	101
TALT	11,217	0	0	0	0	0	0	11,217
TOTAL 439310 1	1,101,481	101	0	0	0	0	0	1,101,582
TOTAL PROJECT:	1,101,481	101	0	0	0	0	0	1,101,582

ITEM NUMBER:440900 2 PROJECT DESCRIPTION:I-75 FRAME - ARTERIALS *NON-SIS*
 DISTRICT:05 COUNTY:MARION TYPE OF WORK:ITS COMMUNICATION SYSTEM
 ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT								
NFP	337,767	0	0	0	0	0	0	337,767
SA	765	9,235	0	0	0	0	0	10,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
ACFP	255	0	0	0	0	0	0	255
DS	801,968	0	0	0	0	0	0	801,968
NFP	4,127,865	0	0	0	0	0	0	4,127,865
TOTAL 440900 2	5,268,620	9,235	0	0	0	0	0	5,277,855
TOTAL PROJECT:	5,268,620	9,235	0	0	0	0	0	5,277,855

ITEM NUMBER:450653 1 PROJECT DESCRIPTION:HURRICANE IAN MARION COUNTY DISASTER RECOVERY *NON-SIS*
 DISTRICT:05 COUNTY:MARION TYPE OF WORK:EMERGENCY OPERATIONS
 ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	LESS THAN 2024	2024	2025	2026	2027	2028	GREATER THAN 2028	ALL YEARS
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT								
D	45,559	3,441	0	0	0	0	0	49,000
PHASE: MISCELLANEOUS / RESPONSIBLE AGENCY: MANAGED BY FDOT								
D	46,193	0	0	0	0	0	0	46,193
FEMA	128,614	7,746	0	0	0	0	0	136,360
TOTAL 450653 1	220,366	11,187	0	0	0	0	0	231,553
TOTAL PROJECT:	220,366	11,187	0	0	0	0	0	231,553
TOTAL DIST: 05	9,739,819	93,510	0	0	0	0	0	9,833,329
TOTAL MISCELLANEOUS	9,739,819	93,510	0	0	0	0	0	9,833,329

GRAND TOTAL 218,319,828 **59,297,220** 59,142,092 9,275,109 4,393,788 4,613,477 0 355,041,514



TO: Board Members

FROM: Rob Balmes, Director

RE: Adjusted Urban Area Boundary Approval

Summary

Every 10 years following the Census, the MPO/TPO's work with state and local government partners to review the urban area boundaries within each respective planning area. This process commenced in August 2023, facilitated by the Florida Department of Transportation (FDOT), with a goal of completion this calendar year. A proposed Adjusted Urban Boundary map for Marion County (TPO Planning Area) is included with this memo for review and approval.

The process of adjustments or refinements to the U.S. Census-defined urban areas includes key considerations, such as local knowledge, roadway functional classification, major activity centers, jurisdictional boundaries and boundary irregularities. This process ensures a more accurate urban boundary is defined for the respective TPO Planning Area. A roadway located within or on the adjusted urban area boundary is considered urban. Approval of all TPO/MPO adjusted urban area boundary maps is ultimately made by the U.S. Secretary of Transportation.

The TPO has been coordinating with FDOT District 5 and local government staff members to ensure the completion of a proposed Adjusted Urban Boundary map for the TPO Planning Area is presented to the Board at the November 28, 2023 meeting. This included a formal presentation and discussion at the TPO Technical Advisory Committee (TAC) meeting on November 14. FDOT staff will attend the Board meeting to present the proposed Urban Area Boundary, an include an overview presentation of the state/local coordination process.

Attachment(s)

- Presentation
- Proposed Adjusted Urban Area Boundary Map, Marion County

A transportation system that supports growth, mobility, and safety through leadership and planning
Marion County • City of Belleview • City of Dunnellon • City of Ocala

Committee Recommendation(s)

The Citizens Advisory Committee (CAC) and Technical Advisory Committee (TAC) approved the proposed Adjusted Urban Area Boundary for Marion County (TPO Planning Area) on November 14, 2023.

Action Requested

Approval of the Adjusted Urban Area Boundary, Marion County

If you have any questions, please contact me at: 438-2631.



Approval of Marion County Adjusted Urban Boundaries

The logo for the United States Census 2020, featuring the text "United States® Census 2020" in white on a dark blue rounded rectangular background.

United States®
Census
2020

- **Urban Areas** revised every 10 years based on updated Census populations
- **Urban Boundaries** are defined by Census Bureau and reviewed for adjustment by FHWA and FDOT

Urban Boundaries - The lines distinguishing defined urban areas from rural areas

- Census Bureau defines urban boundaries according to housing unit and development density.
- States have option of adjusting urban boundaries to be more consistent with transportation planning needs.

What the Urban Boundary is NOT

- Growth or Development boundary
- Zoning boundary
- Utility service boundary

It is simply a boundary used only by FHWA to differentiate urban roads from rural roads and used only for federal and state transportation funding.



Factors in defining and adjusting Urban Boundaries

Boundaries can consider transportation terminals, transit routes.

Boundary should follow municipal limits or physical features.

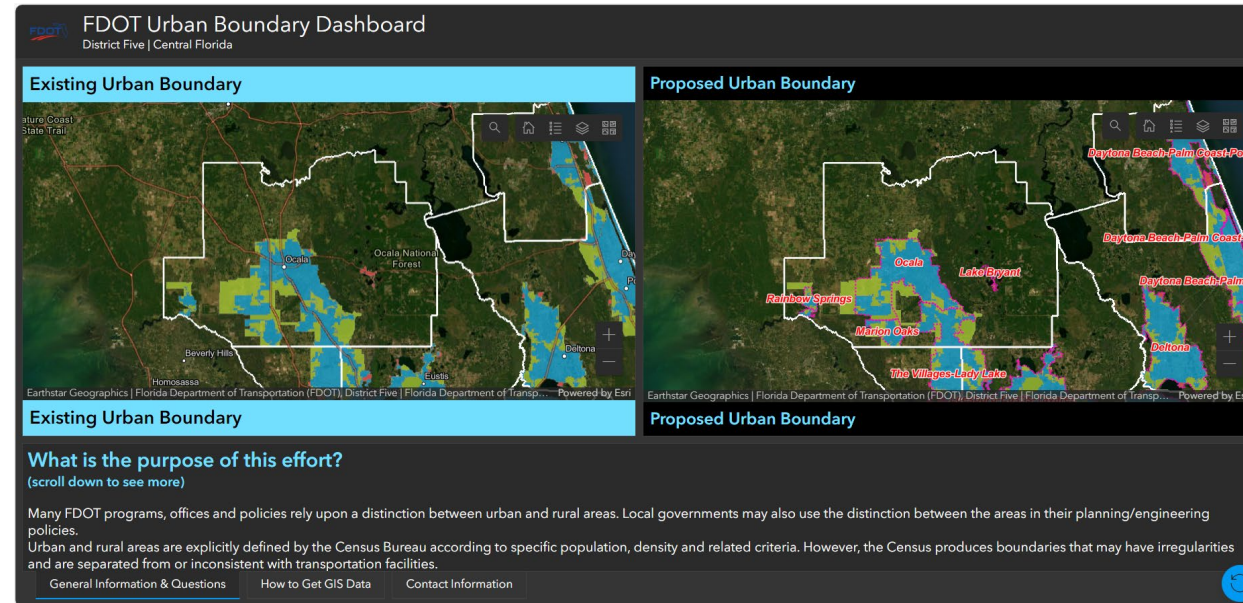
Boundary should be easy to discern.

Boundaries should be simple, without irregularities.

Boundaries should not split roadways or ramps.



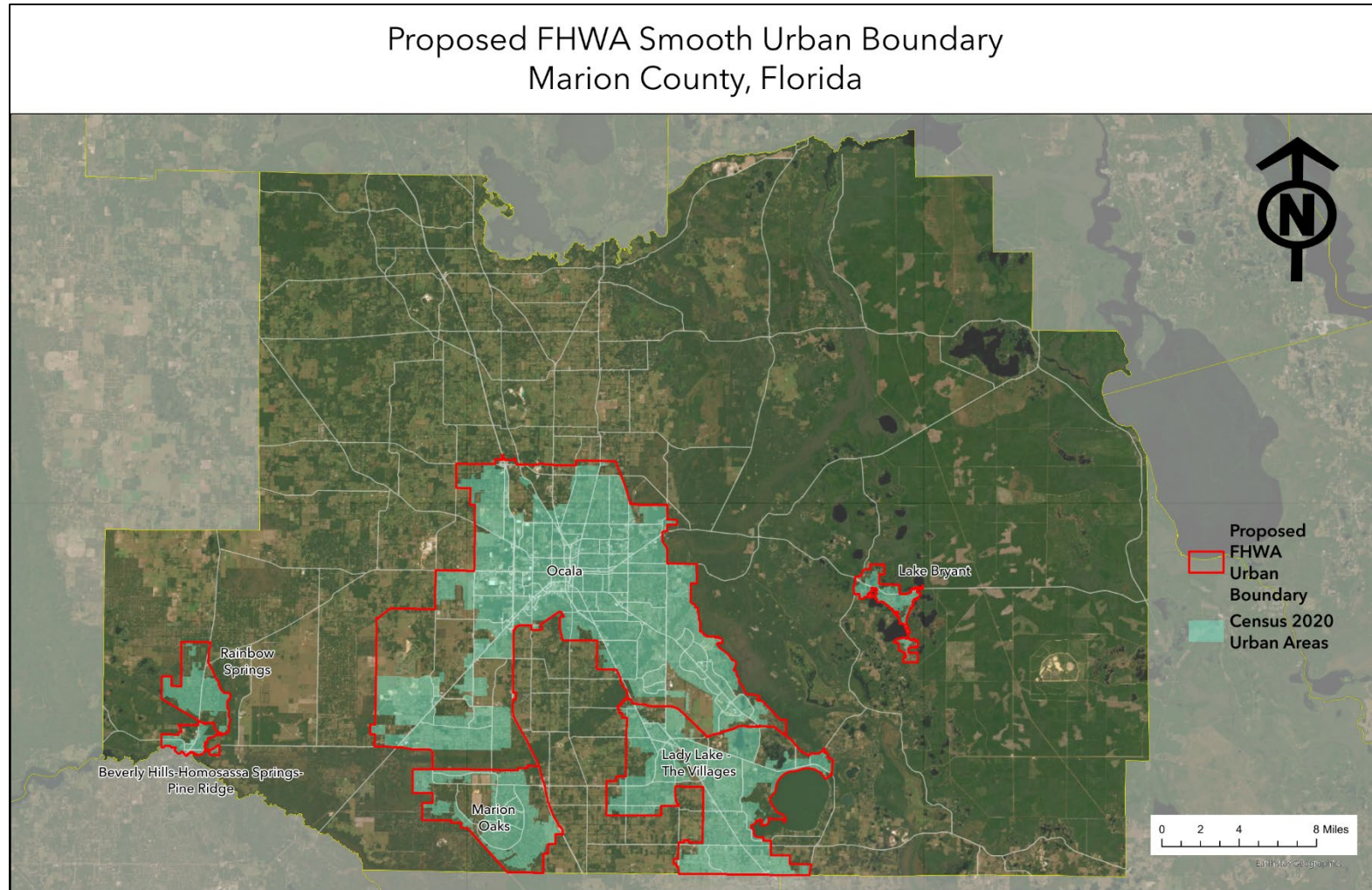
- FDOT developed proposed urban boundaries and provided dashboard for review



- TPO reviewed proposed urban boundaries in coordination with local agencies
- FDOT and TPO coordinated to define adjusted urban boundaries being reviewed today

Seeking Approval of Marion County Adjusted Urban Boundaries Map

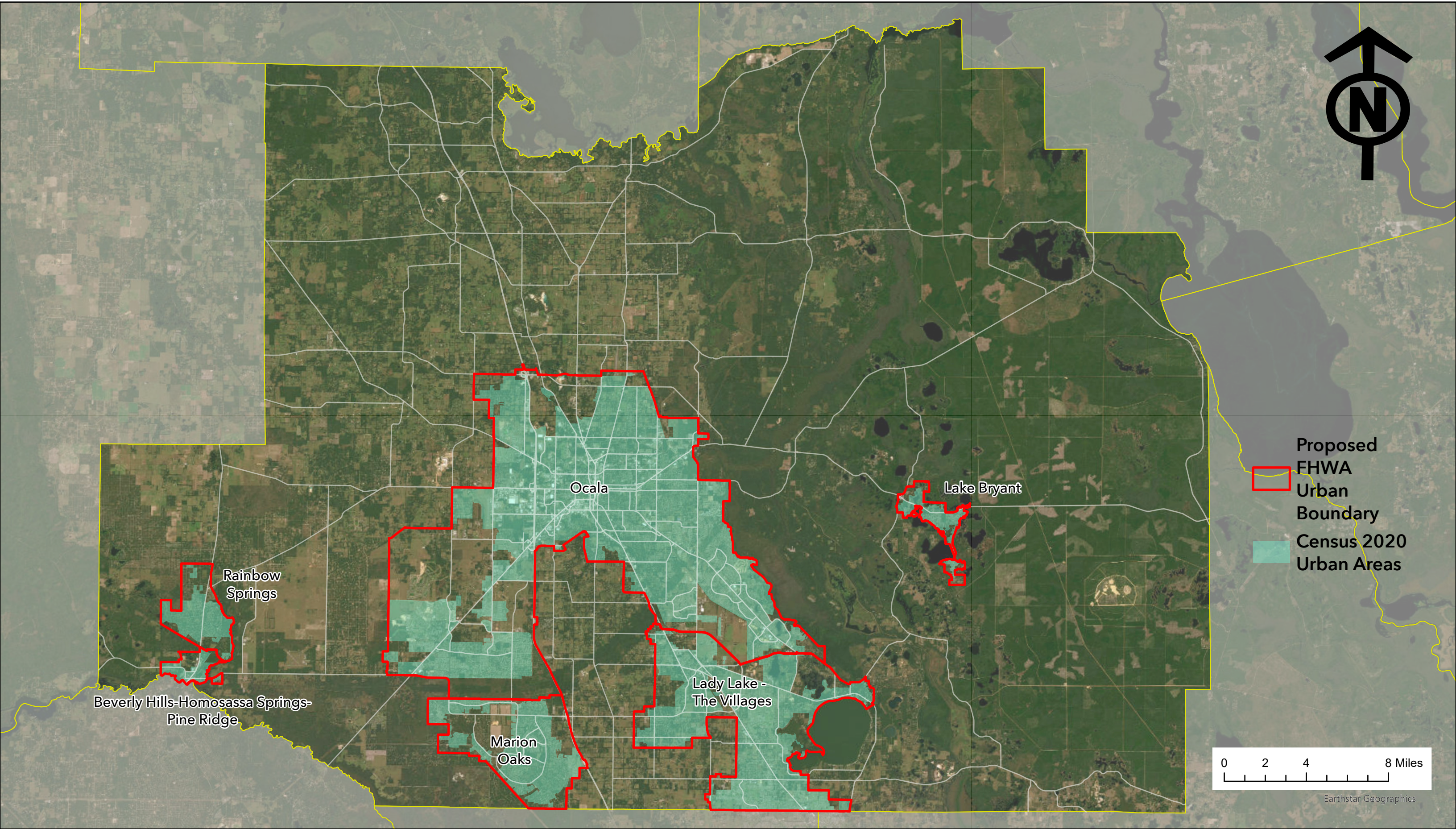
ACTION





Thank You

Proposed FHWA Smooth Urban Boundary Marion County, Florida



Proposed
FHWA
Urban
Boundary

Census 2020
Urban Areas

0 2 4 8 Miles



TO: Board Members

FROM: Rob Balmes, Director

RE: Election of 2024 Board Chair and Vice-Chair

Summary

Per Board Bylaws, members must elect a Chair and Vice-Chair to serve one-year terms at the last board meeting of the calendar year. In 2023, the current officers are:

- Chair, Marion County Commissioner Craig Curry
- Vice-Chair, City of Ocala Councilmember Kristen Dreyer

Action Requested

Elect a Board Chair and Vice-Chair for 2024. The officers will begin their terms as Chair and Vice-Chair on January 1, 2024.

If you have any questions, please contact me at 438-2631.



TO: Board Members

FROM: Rob Balmes, Director

RE: Appointments to the Florida Metropolitan Planning Organization Advisory Council (MPOAC)

Summary

On an annual basis, the Board selects two representatives to serve the Florida MPOAC. The MPOAC is a statewide transportation planning and policy organization devoted to serving the 27 MPO/TPO's in Florida. The MPOAC consists of a Governing Board, with one Member and one Alternate Member from all MPO/TPO's. The MPOAC has a Staff Directors Advisory Committee, which is represented by the TPO Director. In 2024, the MPOAC Governing Board will meet quarterly in Orlando (January 24, April 26, July 25, October 24).

The TPO's 2023 Governing Board Member and Alternate Member were as follows.

MPOAC (1 member, 1 alternate)

Governing Board Member: City of Ocala Councilmember Kristen Dreyer

Alternate Member: Marion County Commissioner Michelle Stone

MPOAC Website: <https://www.mpoac.org>

Attachment(s)

- 2024 Schedule

Action Requested

Appoint one Member and one Alternate Member for 2024.

If you have any questions, please contact me at 438-2631.



Mission

The MPOAC improves transportation planning and education by engaging and equipping its members to deliver results through shared innovations, best practices, enhanced coordination, communication and advocacy.

Upcoming Meetings

[Expand all](#)

- > [January 25, 2024](#)
- > [April 25, 2024](#)
- > [July 25, 2024](#)
- > [October 24, 2024](#)





TO: Board Members

FROM: Rob Balmes, Director

RE: Appointments to the Central Florida MPO Alliance

Summary

At the end of each calendar year, the Board selects representatives to serve the Central Florida MPO Alliance for the upcoming year. The Central Florida MPO Alliance is a coalition of six MPO/TPO's within the larger Central Florida region. The Alliance is served by a Policy Board of 18 members, three each from the MPO/TPO's, including three TPO Board members and the TPO Director. In 2024, the Alliance will meet three times in Orlando (February 9, April 12, October 11) and jointly with the Sun Coast Transportation Planning Alliance (TPA) at a location to be determined.

Attachment(s)

- 2024 Schedule

The TPO's current 2023 delegates were as follows.

Central Florida MPO Alliance (3 members, 1 TPO Director)

Member: Marion County Commissioner Michelle Stone

Member: City of Ocala Councilmember Ire Bethea, Sr.

Member: Marion County Commissioner Craig Curry

Action Requested

Appoint three delegate members for 2024.

If you have any questions, please contact me at 438-2631.



2024 Meeting Schedule¹

(All meetings are scheduled to begin at 10:00 a.m.)

LOCATION: MetroPlan Orlando
250 S. Orange Avenue, Suite 200
Orlando, FL 32801

Date

February 9, 2024

April 12, 2024

June 14, 2024²

October 11, 2024

NOTE(S):

¹ In 2018, the Alliance approved a meeting schedule of three (3) times per year: January/February, April, and September/October. Fall meeting date is contingent upon the Priority Project List adoption schedule.

² Next joint meeting with Sun Coast TPA in 2024.



TO: Board Members

FROM: Rob Balmes, Director

RE: Proposed 2024 TPO Board Meeting Schedule

Summary

Per TPO Board bylaws, regular board meetings shall be held at least quarterly. Based on a review of anticipated business items and key deadlines in 2024, a total of up to ten board meetings are proposed. The proposed meeting schedule is included with this memo.

Attachment(s)

- Proposed 2024 Schedule

Action Requested

Approve a schedule for TPO Board meetings in 2024.

If you have any questions, please contact me at 438-2631.



Proposed 2024 TPO Board Meeting Schedule

Ocala Marion Transportation Planning
Organization (TPO) 2710 E. Silver Springs Blvd.,
Ocala, FL 34470 ocalamariontpo.org
(352) 438-2630

Transportation Planning Organization (TPO) Board – 4:00 p.m.

All scheduled TPO Board meetings are held on the fourth Tuesday of the month.
TPO Board meetings will be held at the Marion County Board of County Commissioners Auditorium,
601 SE 25th Ave., Ocala, FL 34471

January 23, 2024
February 27, 2024
March 26, 2024
April 23, 2024
May 28, 2024
June 25, 2024
August 27, 2024
September 24, 2024
October 22, 2024
*November 26, 2024

**To be determined*

Meeting Deadlines and Public Notices

TPO Board meetings take place on the 4th Tuesday of the month when scheduled.

Agenda Item Submission Deadlines:

- To TPO by **Friday 5:00 PM**, prior to the Tuesday 7-day public notice.
(12 days in advance of meeting)

Agenda and Public Notices:

- Public notices and agendas are sent 7-days prior to the meeting per Florida Sunshine Law, Board Bylaws and the TPO’s adopted Public Participation Plan (PPP).

Contacts for Agenda Items:

Shakayla Irby	Shakayla.Irby@marionfl.org
Rob Balmes	Rob.Balmes@marionfl.org



TO: Board Members

FROM: Rob Balmes, Director

RE: Citizen Advisory Committee (CAC) Application

Summary

Per the Bylaws of the Citizens Advisory Committee (CAC), all membership nominations require TPO Board review and approval. TPO staff recently received an application for CAC membership from Nick Mora. Mr. Mora is a resident of Marion County and currently works as a professional civil engineer in Ocala. He has expressed an interest in being more involved in community and transportation issues in the Ocala/Marion County area, and serving on the CAC.

Attachment(s)

- Citizen Advisory Committee (CAC) Member Application

Action Requested

Based on a review of Mr. Mora's application and follow up phone conversation/interview, TPO staff recommends approval of his membership appointment to the CAC. Per CAC Bylaws, membership shall be for a two-year period with an opportunity for reappointment for additional term(s).

If you have any questions, please contact me at: 438-2631.

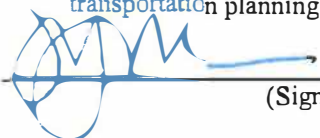


- 1. Name: Nick Mora
- 2. Home Address: [REDACTED]
- 3. Business Address: 1700 SE 17th Street, Ocala, FL 34471
- 4. Home Phone Number: 772-260-2966 Business Phone Number: 352-438-3000
- 5. Occupation: Transportation Engineer
- 6. Brief Resume of Education and Experience: Civil Engineer with experience in roadway design, traffic signal design, transportation planning, and traffic operations analysis.

- 7. Are you a resident of Ocala/Marion County? Yes No
If so, how long? Number of years: 10
- 8. Are you a registered voter? Yes No
- 9. Do you hold a public office? Yes No
- 10. At the present time, do you serve on a City/County Board, Commission, Authority, and/or Committee? Yes No
- 11. Are you familiar with the Transportation Planning Organization and its function? Yes No
- 12. Are you familiar with current transportation needs of the Marion County transportation disadvantaged? Yes No

13. Why are you interested in serving on the CAC? I want to become more involved in the Marion County community and I believe my experience can offer value to this board.

14. I hereby confirm that I have read and understand this application and that all information furnished by me is true and accurate. I understand that to be considered for this committee, I must be a resident of Marion County and cannot be an elected official and/or a technical person involved in transportation planning in Ocala/Marion County.



(Signature)

October 13, 2023

(Date)



TO: Board Members

FROM: Rob Balmes, Director

RE: Florida Department of Transportation (FDOT) Fiscal Years (FY) 2025 to 2029 Tentative Five-Year Work Program Presentation

Summary

The Florida Department of Transportation (FDOT) District 5 will provide a presentation covering the Tentative Five-Year Work Program for fiscal years (FY) 2025 through 2029 in Marion County. The FDOT District 5 Work Program Public Hearing Week took place from October 16 to October 20, including a Public Hearing Open House meeting held both virtually and at the District Headquarters in DeLand on October 17, 2023.

The Five-Year Tentative Work Program may be accessed at the following link. The Marion County portion of the Work Program is also included with this memo.

<https://www.fdot.gov/topics/fdot-work-program/district-5-wp-public-hearings>

Attachment(s)

- FDOT Presentation
- Tentative Five-Year Work Program, Fiscal Years 2025 to 2029

If you have any questions, please contact me at: 438-2631.



DISTRICT FIVE Work Program Public Hearing

FY 24/25 to FY 28/29

TPO Board Meeting
November 28, 2023



FDOT Work Program (FY 2024/25 - FY 2028/29)

Important Dates:

- District 5 Public Comment Deadline: **November 3, 2023**
- Central Office Submits Final Tentative Work Program to Executive Office of the Governor: **December 26, 2023**
- Florida Transportation Commission Public Hearing: **January 8, 2024**
- Florida State Legislation 2024 Session: **January 9 to March 15**
- Adoption: **July 1, 2024**

Work Program Key Influence Factors



	2021	2022	2023
Contract Price Adjustments	n/a	n/a	\$363.16M
Cost of Materials: New Construction Index	\$5M per Mile	\$6.5M per Mile	\$7.6M per Mile + 17%
Cost of Materials: Resurfacing Index	\$751K per Mile	\$869K per Mile	\$1.1M per Mile + 26.6%

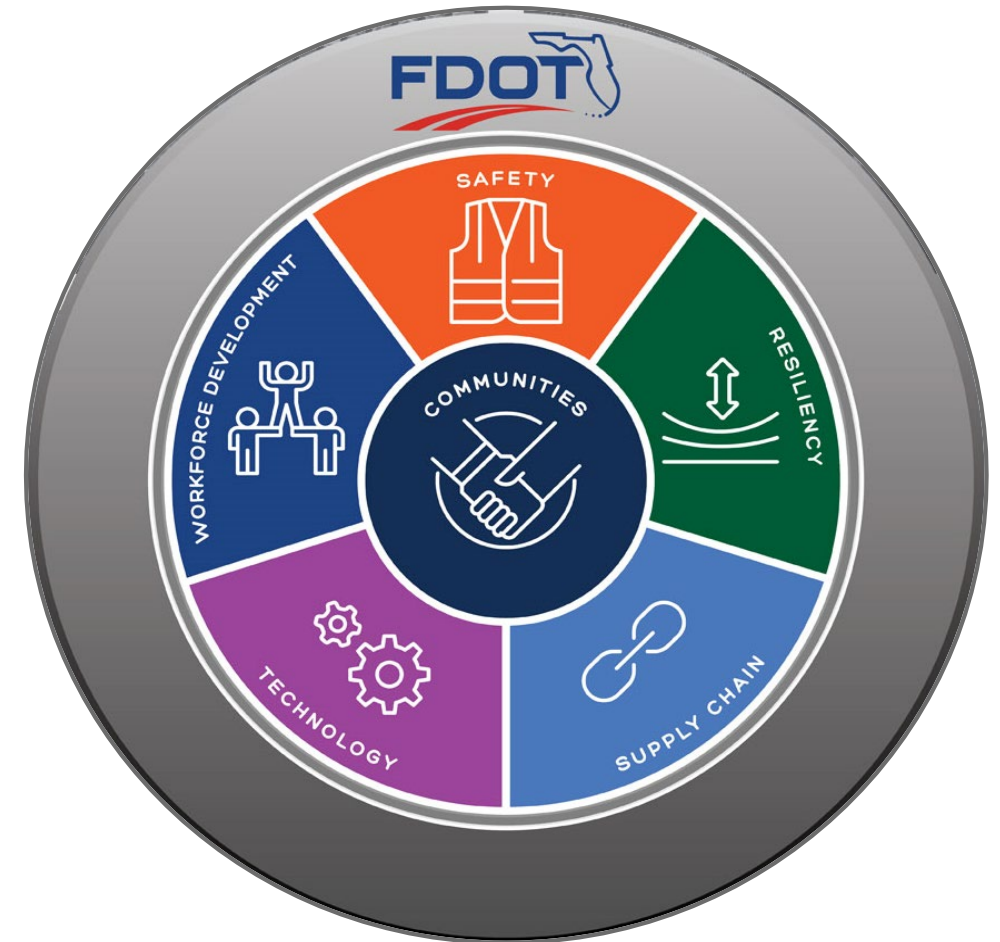
Tentative Work Program (FY 2024/25 - FY 2028/29)



Conservative Allocation
and Revenue growth

Resurfacing Program Adjustments

Responsible Contingency Levels



DEFERRALS

FM# 451440-1:

- Interstate-75, from S.R. 40 to S.R. 318
- Landscaping
- Construction and Construction Support deferred from FY 24/25 to FY 27/28 to accommodate the Moving Florida Forward project.

FM# 451440-2:

- Interstate 75, from S.R. 200 to south of Flyover
- Landscaping
- Construction and Construction Support deferred from FY 24/25 to FY 27/28 to accommodate the Moving Florida Forward project.

FM# 451440-3:

- Interstate 75 at S.R. 484
- Landscaping
- Construction and Construction Support deferred from FY 24/25 to FY 27/28 to accommodate the Moving Florida Forward project.

DELETIONS

FM# 451716-1:

- Interstate 75 in Marion County
- Structure Replacements
- Construction and Construction Support deleted from FY 24/25; replacements will be incorporated into Moving Florida Forward project.

MOVED OUT

FM# 238648-1:

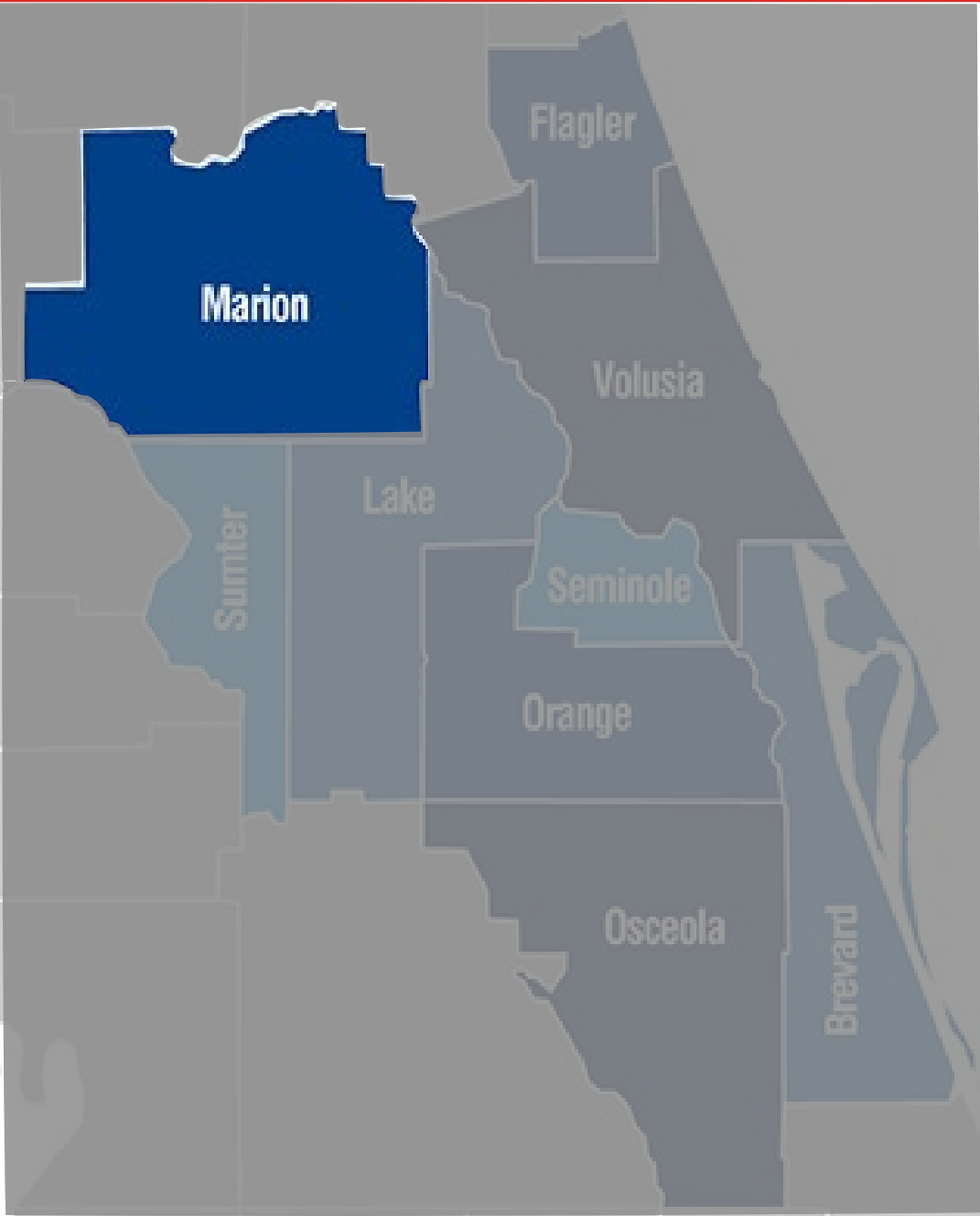
- S.R. 45 (U.S. 41), from SW 110th Street to North of S.R. 40
- Add Lanes and Reconstruct
- Construction and Construction Support moved out from FY 27/28 to FY 28/29 based on work program balancing.

The Five-Year Outlook

County	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	TOTAL
Marion	\$229,437,260	\$115,062,371	\$59,438,350	\$12,037,138	\$112,607,280	\$528,582,399

Ocala-Marion TPO Region – Funding Breakdown

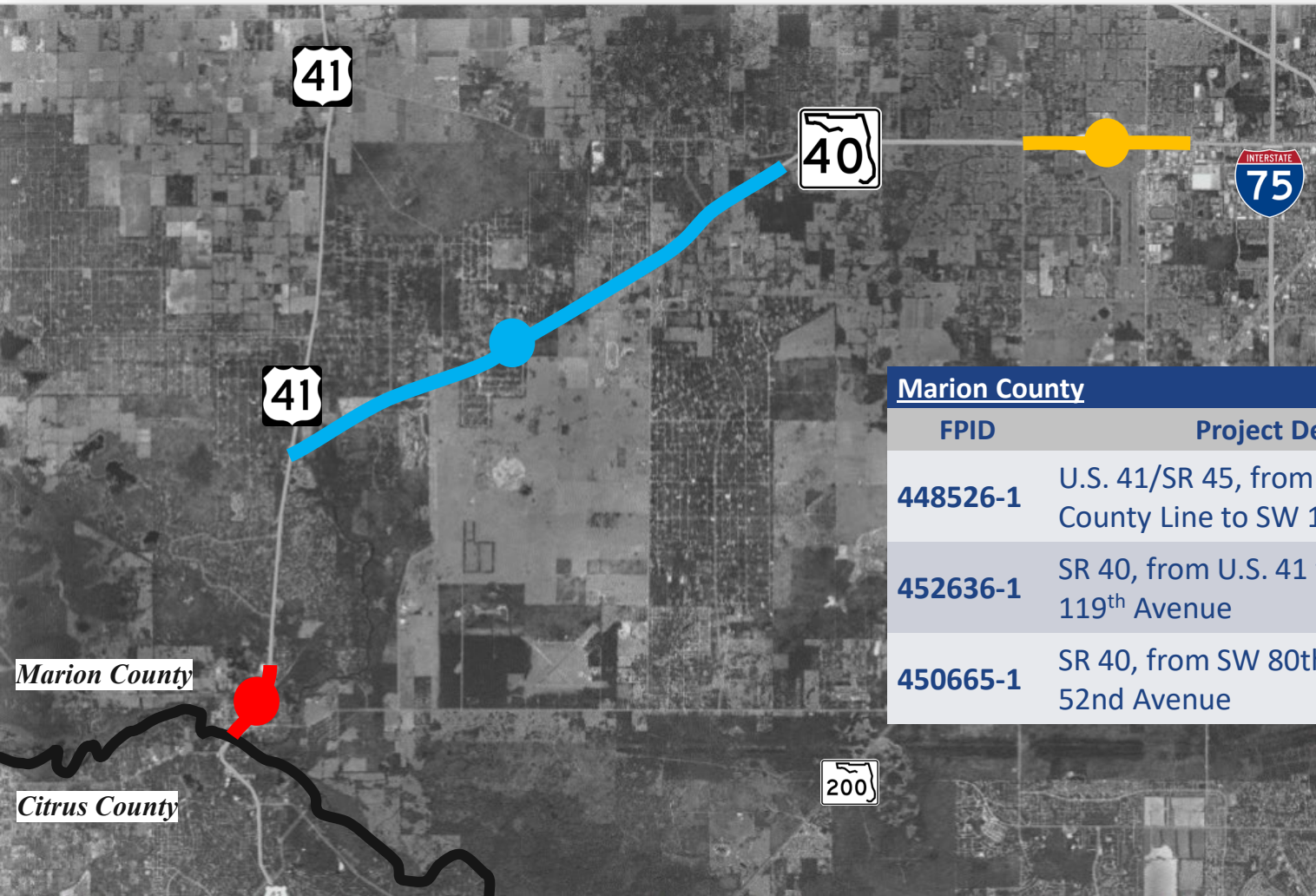
Project Type	Five-Year Estimated (Marion)
Safety	\$7,932,153
Capacity	\$279,589,319
Preservation	\$131,415,397
Multi-modal	\$46,601,586
Operations	\$23,443,541
Bike/Ped	\$12,334,091
Misc.	\$27,266,312



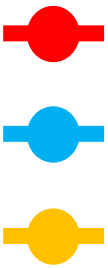
Key Projects

OCALA MARION
TPO

Key Projects – Resurfacing



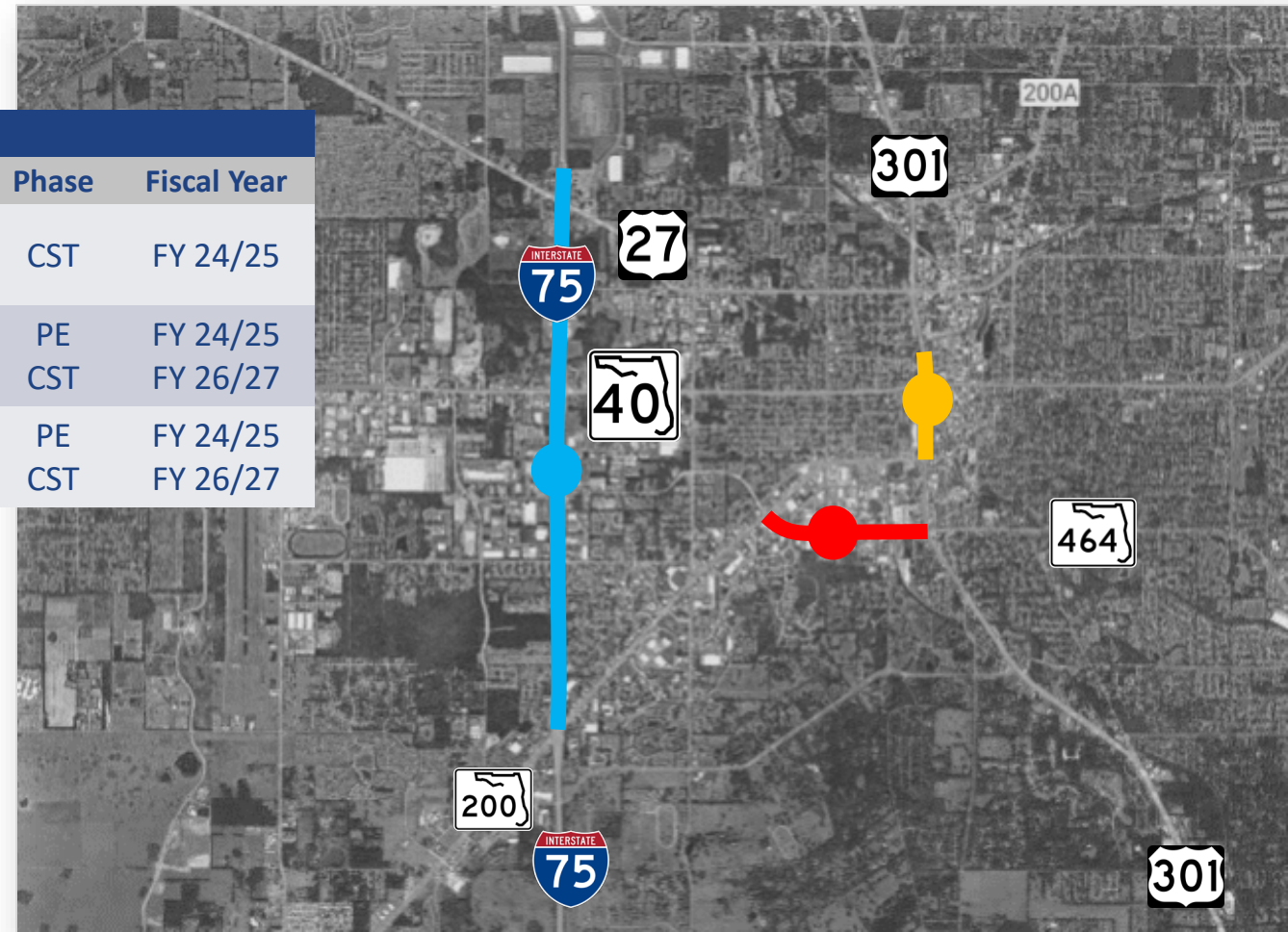
Marion County				
FPID	Project Description	Total Cost	Phase	Fiscal Year
448526-1	U.S. 41/SR 45, from north of Citrus County Line to SW 110th Street	\$5,142,526	CST	FY 24/25
452636-1	SR 40, from U.S. 41 to south of SW 119th Avenue	\$10,022,598	PE CST	FY 24/25 FY 26/27
450665-1	SR 40, from SW 80th Avenue to SW 52nd Avenue	\$8,637,342	CST	FY 25/26



Key Projects – Resurfacing

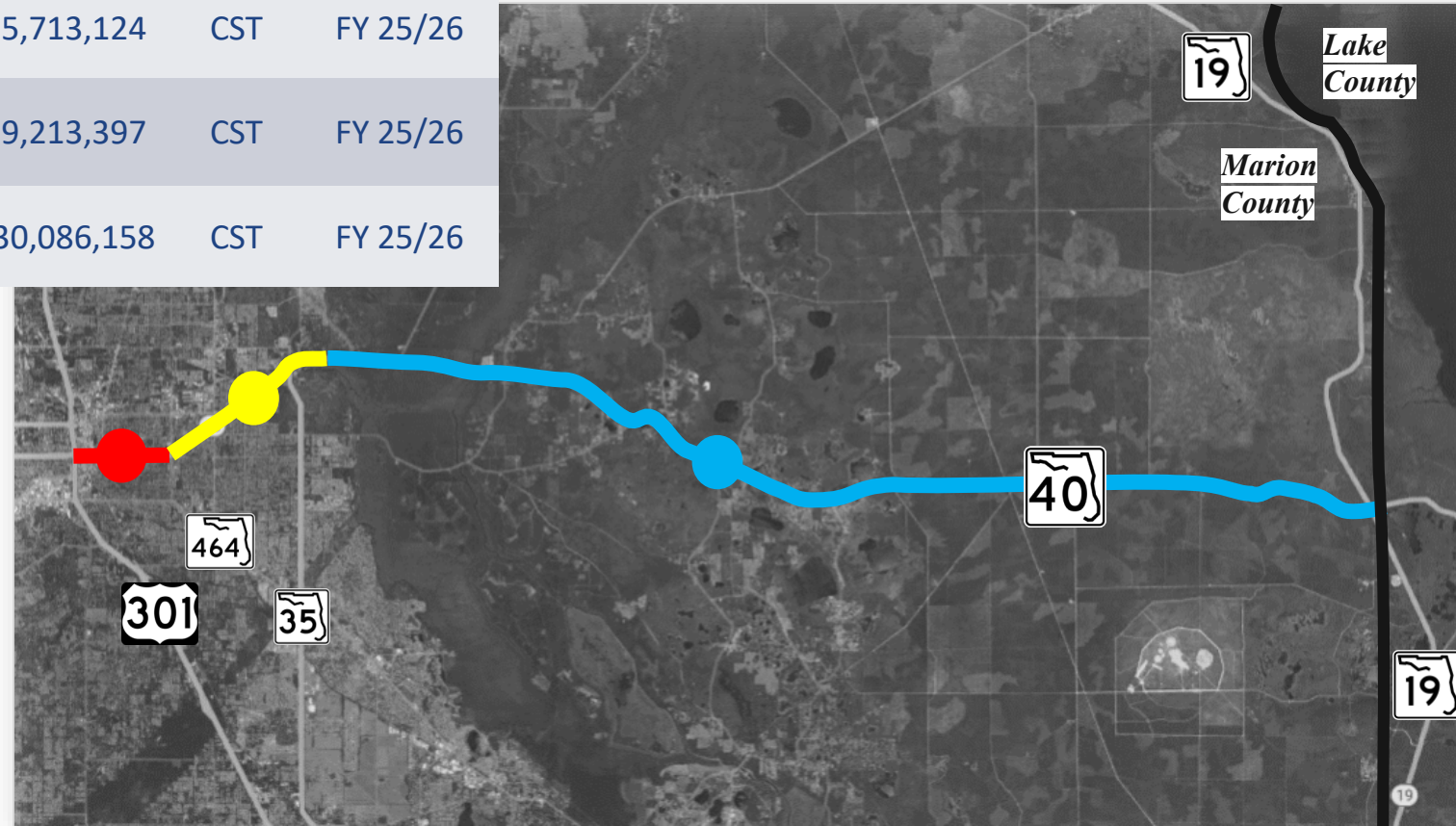
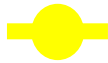
Marion County

FPID	Project Description	Total Cost	Phase	Fiscal Year
448376-1	I-75, from SR 200 to north of U.S. 27 (SR 500/U.S. 441)	\$15,606,462	CST	FY 24/25
452634-1	SR 464, from SR 200 to SR 25/500	\$3,619,177	PE CST	FY 24/25 FY 26/27
452635-1	SR 200 (U.S. 301), from SW 10TH Street to NW 4TH Street	\$1,291,903	PE CST	FY 24/25 FY 26/27



Key Projects – Resurfacing

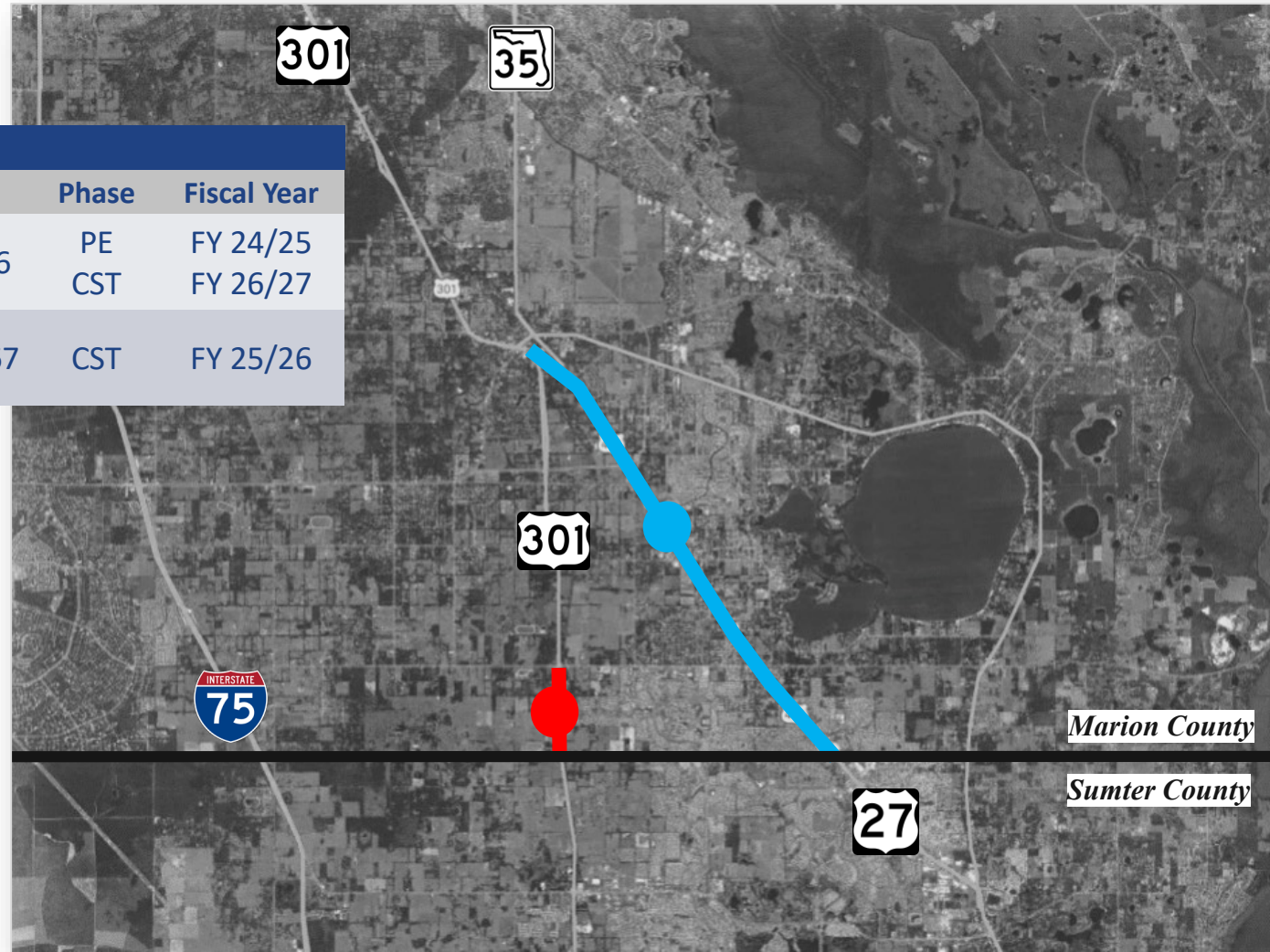
Marion County				
FPID	Project Description	Total Cost	Phase	Fiscal Year
450952-1	SR 40, from U.S. 441 to 25 th Avenue	\$5,713,124	CST	FY 25/26
450951-1	SR 40, from 25 th Avenue to NE 64 th Avenue	\$9,213,397	CST	FY 25/26
450948-1	SR 40, from NE 64 th Avenue to Lake County Line	\$30,086,158	CST	FY 25/26



Key Projects – Resurfacing

Marion County

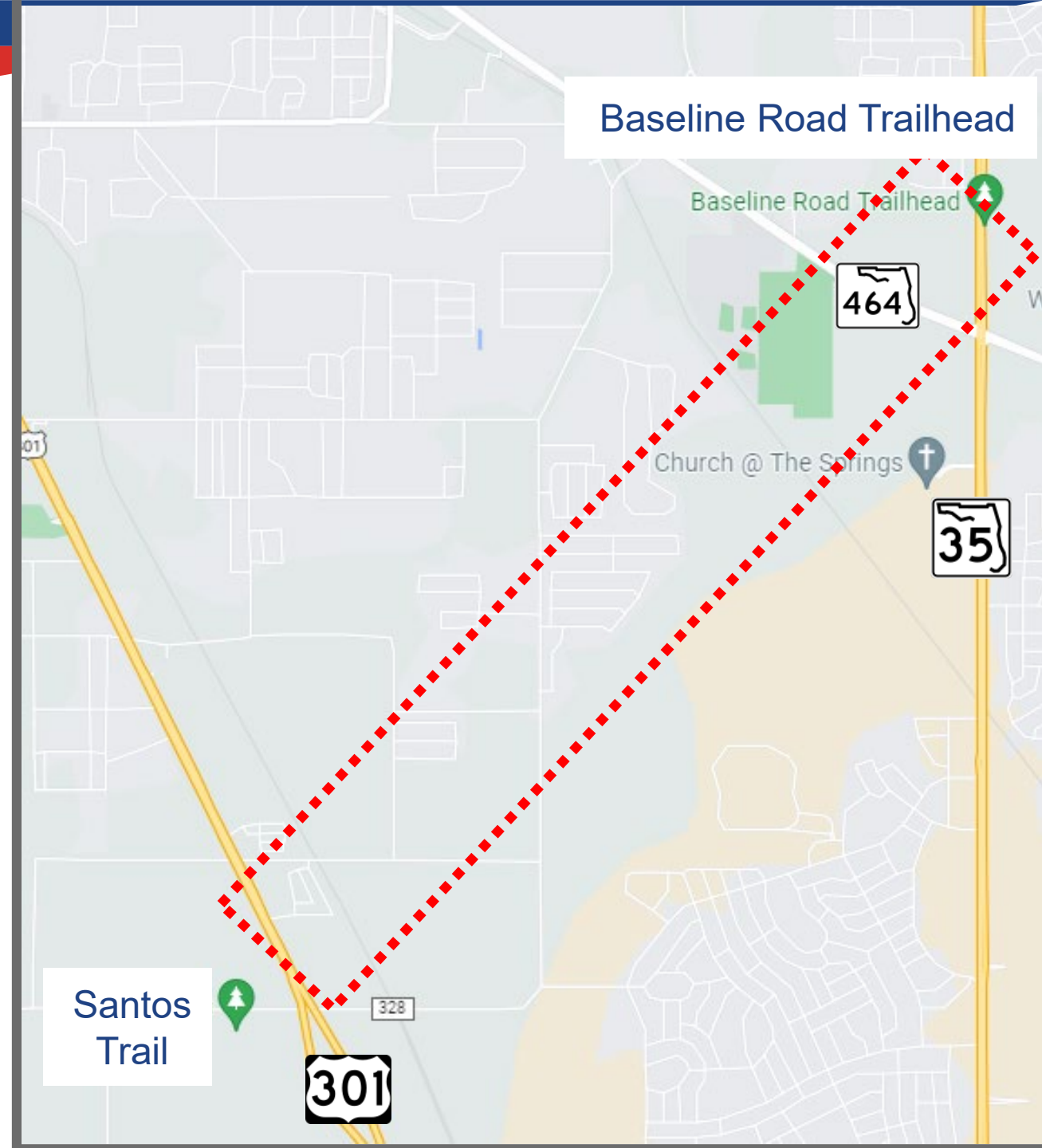
FPID	Project Description	Total Cost	Phase	Fiscal Year
452694-1	U.S. 301 (SR 35), from Sumter County Line to north of SE Highway 42	\$5,168,316	PE CST	FY 24/25 FY 26/27
450637-1	U.S. 27, from Sumter County Line to U.S. 301 / Abshier	\$20,934,167	CST	FY 25/26



Key Projects – Bike Path/Trail Projects

Marion County

FPID	Project Description	Total Cost	Phase	Fiscal Year
422772-2	Cross Florida Greenway, from Baseline Road to Santos Paved Trail	\$5,600,000	CST	FY 25/26



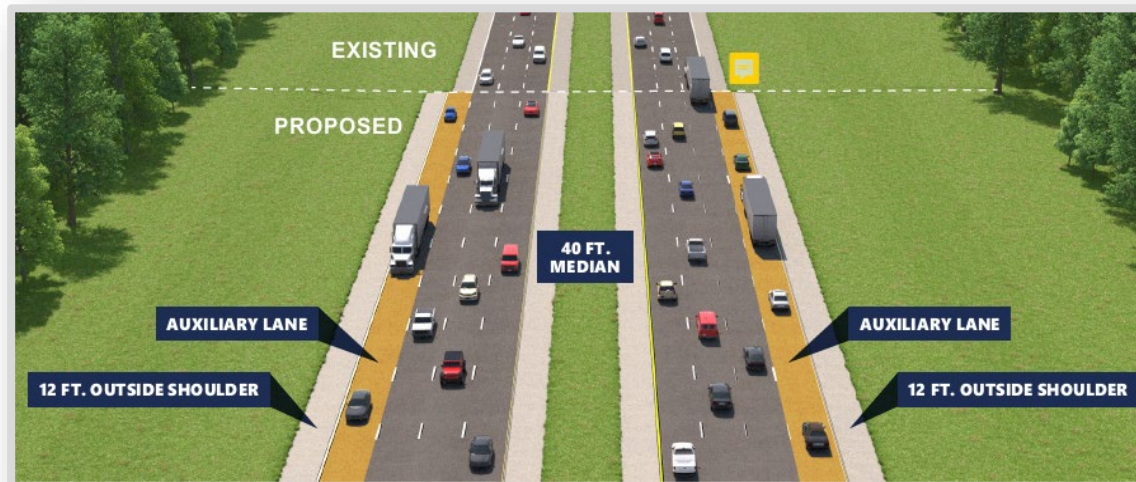
Central Florida Region: I-75 Focus

Interstate 75 (I-75) from State Road (S.R.) 44 to S.R. 326:



- **Interstate 75 – Auxiliary Lanes**
Construction start Spring 2025 (North)
- **Interstate 75 at S.R. 326**
Interchange Operational Analysis Report (IOAR)

Deliver projects over next 10 years.



TPO Summary

11

Priority Projects Funded

\$161,003,702



Other Funding Opportunities

Grants:

- Infrastructure Investment and Jobs Act (IIJA); i.e., PROTECT, MEGA, INFRA, SS4A, etc.
- Federal Transit Administration (FTA) Grants
- FDOT Letter of Consistency
- Contact: Alice Guiliani, D5 PLEMO;
Email: Alice.Guiliani@dot.state.fl.us

Thank you!

Katherine Alexander-Corbin
Program Management Administrator

Contact:

Phone: (386) 943-5168

Email: Katherine.Alexander@dot.state.fl.us

Alternate Email: D5-WPPH@dot.state.fl.us

Website: www.fdot.gov/wpph/district5



DISTRICT 5



TENTATIVE WORK PROGRAM PUBLIC HEARING REPORT

FISCAL YEAR 2025 TO FISCAL YEAR 2029



SUMMARY REPORT - MARION COUNTY

AS OF **10/4/2023-5:38 PM** SUBJECT TO CHANGE

FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5
PROJECTS FUNDED JULY 1, 2024 TO JUNE 30, 2029
VISIT US AT WWW.FDOT.GOV/WPPH/DISTRICT5

Draft Tentative Five-Year Work Program Public Hearing Summary Report - As of October 4, 2023

July 1, 2024 through June 30, 2029

Florida Department of Transportation - District Five

MARION COUNTY

Fixed Capital Outlay

451648-1 - DEMO OF OLD BUILDINGS (SOUTH PART OF YARD)

Type of Work: FIXED CAPITAL OUTLAY

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State	\$144,000				
Total for Project 451648-1		\$144,000				

451651-1 - REMODEL SHOP & TIRE CHANGING AREA

Type of Work: FIXED CAPITAL OUTLAY

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State	\$788,000				
Total for Project 451651-1		\$788,000				

453921-1 - OCALA OPERATIONS - EQUIPMENT STORAGE BUILDING W/ENCLOSED BAYS (REPAIR)

Type of Work: FIXED CAPITAL OUTLAY

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State	\$12,500				
Total for Project 453921-1		\$12,500				

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Florida Department of Transportation - District Five

MARION COUNTY

Freight Logistics And Passenger Operations Program: Aviation

438417-1 - MARION-MARION CO AIRPORT RUNWAY IMPROVEMENTS

Type of Work: AVIATION PRESERVATION PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Local		\$87,500			
	State		\$350,000			
Total for Project 438417-1			\$437,500			

438427-1 - MARION AIRFIELD PAVEMENT IMPROVEMENTS

Type of Work: AVIATION PRESERVATION PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Federal	\$2,250,000				
	Local	\$50,000				
	State	\$200,000				
Total for Project 438427-1			\$2,500,000			

438477-1 - MARION-OCALA INTL TAXIWAY IMPROVEMENTS

Type of Work: AVIATION PRESERVATION PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Federal		\$5,850,000			
	Local		\$130,000			
	State		\$520,000			
Total for Project 438477-1			\$6,500,000			

440780-1 - MARION-OCALA INTL AIRFIELD PAVEMENT REHABILITATION

Type of Work: AVIATION PRESERVATION PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Local	\$250,000				
	State	\$1,000,000				
Total for Project 440780-1			\$1,250,000			

448575-1 - MARION-OCALA INTL ARFF BUILDING

Type of Work: AVIATION SAFETY PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Local			\$200,000		
	State			\$800,000		
Total for Project 448575-1				\$1,000,000		

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Florida Department of Transportation - District Five

MARION COUNTY

Freight Logistics And Passenger Operations Program: Aviation

449774-1 - MARION COUNTY AIRPORT HANGAR

Type of Work: AVIATION REVENUE/OPERATIONAL

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Local	\$250,000	\$130,000	\$250,000		
	State	\$1,000,000	\$520,000	\$1,000,000		
Total for Project 449774-1		\$1,250,000	\$650,000	\$1,250,000		

454045-1 - MARION COUNTY AIRPORT EQUIPMENT

Type of Work: AVIATION SAFETY PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Local				\$80,000	
	State				\$320,000	
Total for Project 454045-1					\$400,000	

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Florida Department of Transportation - District Five

MARION COUNTY

Freight Logistics And Passenger Operations Program: Transit

427188-2 - SUNTRAN/OCALA/MARION URB.CAP/OPER. FIXED ROUTE FTA SECTION 5307

Type of Work: CAPITAL FOR FIXED ROUTE

Phase	Funding Source	2025	2026	2027	2028	2029
Capital	Federal	\$3,188,236	\$3,347,648	\$3,515,030	\$3,690,782	
	Local	\$797,059	\$836,912	\$878,758	\$922,695	
Total for Project 427188-2		\$3,985,295	\$4,184,560	\$4,393,788	\$4,613,477	

442455-1 - MARION-SUNTRAN BLOCK GRANT OPERATING ASSISTANCE

Type of Work: OPERATING FOR FIXED ROUTE

Phase	Funding Source	2025	2026	2027	2028	2029
Operations	Local	\$790,550	\$814,267	\$838,695		
	State	\$790,550	\$814,267	\$838,695		
Total for Project 442455-1		\$1,581,100	\$1,628,534	\$1,677,390		

442455-2 - MARION-SUNTRAN BLOCK GRANT OPERATING ASSISTANCE

Type of Work: OPERATING FOR FIXED ROUTE

Phase	Funding Source	2025	2026	2027	2028	2029
Operations	Local				\$863,856	\$889,771
	State				\$863,856	\$889,771
Total for Project 442455-2					\$1,727,712	\$1,779,542

442460-1 - MARION-MARION SENIOR SERVICES SECTION 5311 RURAL TRANSPORTATION

Type of Work: OPERATING/ADMIN. ASSISTANCE

Phase	Funding Source	2025	2026	2027	2028	2029
Operations	Federal	\$937,146	\$965,259	\$993,939		
	Local	\$937,146	\$965,259	\$993,939		
Total for Project 442460-1		\$1,874,292	\$1,930,518	\$1,987,878		

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Florida Department of Transportation - District Five

MARION COUNTY

Highways

238648-1 - SR 45 (US 41) FROM SW 110TH ST TO NORTH OF SR 40

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal					\$18,894,131
	State					\$89,468,891
Total for Project 238648-1						\$108,363,022

410674-3 - SR 40 FROM EAST OF CR 314 TO EAST OF CR 314A

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2025	2026	2027	2028	2029
Right of Way	State	\$318,000	\$316,000	\$19,817,590		
Total for Project 410674-3		\$318,000	\$316,000	\$19,817,590		

410674-4 - SR 40 FROM CR 314 A TO LEVY HAMMOCK ROAD

Type of Work: ADD LANES & RECONSTRUCT

Phase	Funding Source	2025	2026	2027	2028	2029
Environmental	State	\$65,000				
Total for Project 410674-4		\$65,000				

433651-4 - CR 484 FROM SW 20TH AVENUE TO CR 475A

Type of Work: LANDSCAPING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal	\$250,335				
Total for Project 433651-4		\$250,335				

433660-1 - US 441 @ SR 464

Type of Work: TRAFFIC OPS IMPROVEMENT

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	State	\$160,000				
Construction	Federal		\$2,918,027			
	State		\$1,292,870	\$21,860		
Total for Project 433660-1		\$160,000	\$4,210,897	\$21,860		

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Florida Department of Transportation - District Five

MARION COUNTY

Highways

435209-1 - I-75(SR 93) AT NW 49TH ST FROM END OF NW 49TH ST TO END OF NW 35TH ST

Type of Work: INTERCHANGE (NEW)

Phase	Funding Source	2025	2026	2027	2028	2029
Right of Way	Federal	\$4,873,030				
	State	\$5,776,970	\$6,256,610			
Railroad & Utilities Construction	Local	\$1,760,000				
	Federal	\$7,327,816				
	Local	\$13,083,288				
	State	\$21,983,725				
Total for Project 435209-1		\$54,804,829	\$6,256,610			

435484-2 - PRUITT TRAIL FROM SR 200 TO PRUITT TRAILHEAD

Type of Work: BIKE PATH/TRAIL

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal		\$2,158,000			
Total for Project 435484-2			\$2,158,000			

436756-1 - DOWNTOWN OCALA TRAIL FROM SE OSCEOLA AVE TO SILVER SPRINGS STATE PARK

Type of Work: BIKE PATH/TRAIL

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	Federal	\$253,001				
Total for Project 436756-1		\$253,001				

437826-1 - I-75 MARION COUNTY REST AREAS LANDSCAPING

Type of Work: LANDSCAPING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State	\$488,301				
Total for Project 437826-1		\$488,301				

439238-2 - SR 25/500/US441/ FROM SE 102ND PLACE TO SR 200/SW 10TH STREET

Type of Work: BIKE LANE/SIDEWALK

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal	\$3,781,371				
	State	\$541,719				
Total for Project 439238-2		\$4,323,090				

445218-1 - SR 25 FROM AVENUE I TO THE ALACHUA COUNTY LINE

Type of Work: RESURFACING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal	\$7,445,279				
	State	\$591,675				
Total for Project 445218-1		\$8,036,954				

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Florida Department of Transportation - District Five

MARION COUNTY

Highways

447861-1 - I-75 WILDWOOD WEIGH STATION - INSPECTION BARN UPGRADES

Type of Work: MCCO WEIGH STATION STATIC/WIM

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State		\$532,902			
Total for Project 447861-1			\$532,902			

448376-1 - I-75/SR-93 FROM SR-200 TO NORTH OF SR-500

Type of Work: RESURFACING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal	\$15,606,462				
Total for Project 448376-1		\$15,606,462				

448526-1 - SR-45/US-41/WILLIAMS ST FROM NORTH OF CITRUS CNTY LINE TO SW 110TH ST

Type of Work: RESURFACING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal	\$4,764,743				
	State	\$377,783				
Total for Project 448526-1		\$5,142,526				

448635-1 - SR-25 FROM NORTH OF CR-25A TO AVENUE I

Type of Work: RESURFACING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal	\$5,612,640				
	State	\$2,330,633				
Total for Project 448635-1		\$7,943,273				

449261-1 - SW 60TH AVE FROM SW 54TH ST TO SECO ENERGY DRIVEWAY

Type of Work: INTERSECTION IMPROVEMENT

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal				\$199,243	
Total for Project 449261-1					\$199,243	

449443-1 - NE 8TH AVE FROM SR 40 TO SR 492

Type of Work: ROUNDABOUT

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal			\$4,452,800		
Total for Project 449443-1				\$4,452,800		

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Florida Department of Transportation - District Five

MARION COUNTY

Highways

450637-1 - US-27 FROM SUMTER CO LINE TO US 301 / ABSHIER (BELLVIEW)

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State		\$20,934,167			
Total for Project 450637-1			\$20,934,167			

450665-1 - SR 40 FROM SW 80TH AVE TO SW 52ND AVE

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State		\$8,637,342			
Total for Project 450665-1			\$8,637,342			

450948-1 - SR 40 FROM NE 64TH AVE TO LAKE COUNTY LINE

Type of Work: RESURFACING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal		\$30,075,558			
	State		\$10,600			
Total for Project 450948-1			\$30,086,158			

450951-1 - SR 40 FROM 25TH AVE TO NE 64TH AVE

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State		\$9,213,397			
Total for Project 450951-1			\$9,213,397			

450952-1 - SR 40 FROM US 441 TO 25TH AVE

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State		\$5,713,124			
Total for Project 450952-1			\$5,713,124			

451060-1 - CR 42 AT CR 25 INTERSECTION IMPROVEMENTS

Type of Work: INTERSECTION IMPROVEMENT

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal		\$385,850			
Total for Project 451060-1			\$385,850			

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Florida Department of Transportation - District Five

MARION COUNTY

Highways

451251-1 - SR 40 (WEST SILVER SPRINGS BLVD) AT SW 27TH AVE

Type of Work: SAFETY PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	Federal	\$800,000				
	State	\$80,000				
Construction	Federal			\$1,629,202		
	State			\$7,870		
Total for Project 451251-1		\$880,000		\$1,637,072		

451253-1 - SW SR 200 (SW COLLEGE RD) AT SW 60TH AVE

Type of Work: SAFETY PROJECT

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	Federal		\$370,616			
	State		\$6,572			
Total for Project 451253-1			\$377,188			

451440-1 - SR 93 / I 75 FROM SR 40 INTERCHANGE TO SR 318 INTERCHANGE

Type of Work: LANDSCAPING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State				\$510,307	
Total for Project 451440-1					\$510,307	

451440-2 - SR 93 / I 75 FROM I-75 AT SR 200 TO I-75 SOUTH OF FLYOVER

Type of Work: LANDSCAPING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State				\$637,884	
Total for Project 451440-2					\$637,884	

451440-3 - SR 93/I-75 @ SR 484 INTERCHANGE LANDSCAPING

Type of Work: LANDSCAPING

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State				\$511,979	
Total for Project 451440-3					\$511,979	

452072-1 - I-75 (SR 93) AT SR 326 IOAR-INTERCHANGE OPERATIONAL ANALYSIS REPORT

Type of Work: INTERCHANGE IMPROVEMENT

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	State	\$238,070				
Railroad & Utilities	State	\$3,174,000				
Construction	State	\$14,736,395				
Total for Project 452072-1		\$18,148,465				

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Florida Department of Transportation - District Five

MARION COUNTY

Highways

452074-1 - I-75 IMPROVEMENTS AUXILIARY LANES NORTH PORTION

Type of Work: ADD AUXILIARY LANE(S)

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	State	\$1,058,500				
Railroad & Utilities	State	\$8,464,000				
Construction	State	\$80,125,768				
Total for Project 452074-1		\$89,648,268				

452634-1 - SR 464 FROM SR 200 TO SR25/500

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	State	\$495,600				
Construction	State			\$3,123,577		
Total for Project 452634-1		\$495,600		\$3,123,577		

452635-1 - SR 200 FROM SW 10TH ST TO NW 4TH ST

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	State	\$399,000				
Construction	State			\$892,903		
Total for Project 452635-1		\$399,000		\$892,903		

452636-1 - SR 40 FROM US 41 TO SOUTH OF SW 119 AVE

Type of Work: RESURFACING

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	Federal	\$906,000				
	State	\$45,300				
Construction	Federal			\$8,991,466		
	State			\$79,832		
Total for Project 452636-1		\$951,300		\$9,071,298		

452694-1 - SR 35 (US 301) FROM SUMTER COUNTY LINE TO N OF SE HIGHWAY 42

Type of Work: PAVEMENT ONLY RESURFACE (FLEX)

Phase	Funding Source	2025	2026	2027	2028	2029
Preliminary Engineering	State	\$446,250				
Construction	State			\$4,722,066		
Total for Project 452694-1		\$446,250		\$4,722,066		

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Florida Department of Transportation - District Five

MARION COUNTY

Maintenance

413615-3 - LIGHTING AGREEMENTS

Type of Work: LIGHTING

Phase	Funding Source	2025	2026	2027	2028	2029
Bridge/Roadway/Contract Maintenance	State	\$454,457	\$468,088	\$487,617		
Total for Project 413615-3		\$454,457	\$468,088	\$487,617		

418107-1 - MARION PRIMARY IN-HOUSE

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2025	2026	2027	2028	2029
Bridge/Roadway/Contract Maintenance	State	\$1,786,973	\$1,786,973	\$1,786,973	\$1,781,973	\$1,781,973
Total for Project 418107-1		\$1,786,973	\$1,786,973	\$1,786,973	\$1,781,973	\$1,781,973

442738-1 - CITY OF OCALA MOA

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2025	2026	2027	2028	2029
Bridge/Roadway/Contract Maintenance	State			\$60,975		
Total for Project 442738-1				\$60,975		

446910-1 - ASSET MAINTENANCE MARION COUNTY

Type of Work: ROUTINE MAINTENANCE

Phase	Funding Source	2025	2026	2027	2028	2029
Bridge/Roadway/Contract Maintenance	State	\$2,371,820	\$2,371,820	\$2,371,820	\$971,820	
Total for Project 446910-1		\$2,371,820	\$2,371,820	\$2,371,820	\$971,820	

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Florida Department of Transportation - District Five

MARION COUNTY

Miscellaneous

413019-4 - MARION TRAFFIC ENGINEERING CONTRACTS

Type of Work: TRAFFIC SIGNALS

Phase	Funding Source	2025	2026	2027	2028	2029
Operations	State	\$902,319				
Total for Project 413019-4		\$902,319				

422772-2 - CROSS FLORIDA GREENWAY BASELINE RD. TO SANTOS PAVED TRAIL

Type of Work: BIKE PATH/TRAIL

Phase	Funding Source	2025	2026	2027	2028	2029
Construction	State		\$5,600,000			
Total for Project 422772-2			\$5,600,000			

452186-2 - US-301/US-441/US-27 (OCALA) "GAP" 17 - EV DCFCs (PHASE II)

Type of Work: ELECTRIC VEHICLE CHARGING

Phase	Funding Source	2025	2026	2027	2028	2029
Operations	Federal	\$1,500,000				
Total for Project 452186-2		\$1,500,000				

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Florida Department of Transportation - District Five

MARION COUNTY

Transportation Planning

439331-5 - OCALA/MARION URBAN AREA FY 2024/2025-2025/2026 UPWP

Type of Work: TRANSPORTATION PLANNING

Phase	Funding Source	2025	2026	2027	2028	2029
Planning	Federal	\$675,850	\$682,743			
Total for Project 439331-5		\$675,850	\$682,743			

439331-6 - OCALA/MARION URBAN AREA FY 2026/2027-2027/2028 UPWP

Type of Work: TRANSPORTATION PLANNING

Phase	Funding Source	2025	2026	2027	2028	2029
Planning	Federal			\$682,743	\$682,743	
Total for Project 439331-6				\$682,743	\$682,743	

439331-7 - OCALA/MARION URBAN AREA FY 2028/2029-2029/2030 UPWP

Type of Work: TRANSPORTATION PLANNING

Phase	Funding Source	2025	2026	2027	2028	2029
Planning	Federal					\$682,743
Total for Project 439331-7						\$682,743



TO: Board Members

FROM: Rob Balmes, Director

RE: I-75 Moving Florida Forward Update

Summary

The Florida Department of Transportation (FDOT) District 5 will provide an update on the I-75 Moving Florida Forward Initiative projects in Marion County.

Attachment(s)

- I-75 Status Update Presentation

If you have any questions, please contact me at: 438-2631.

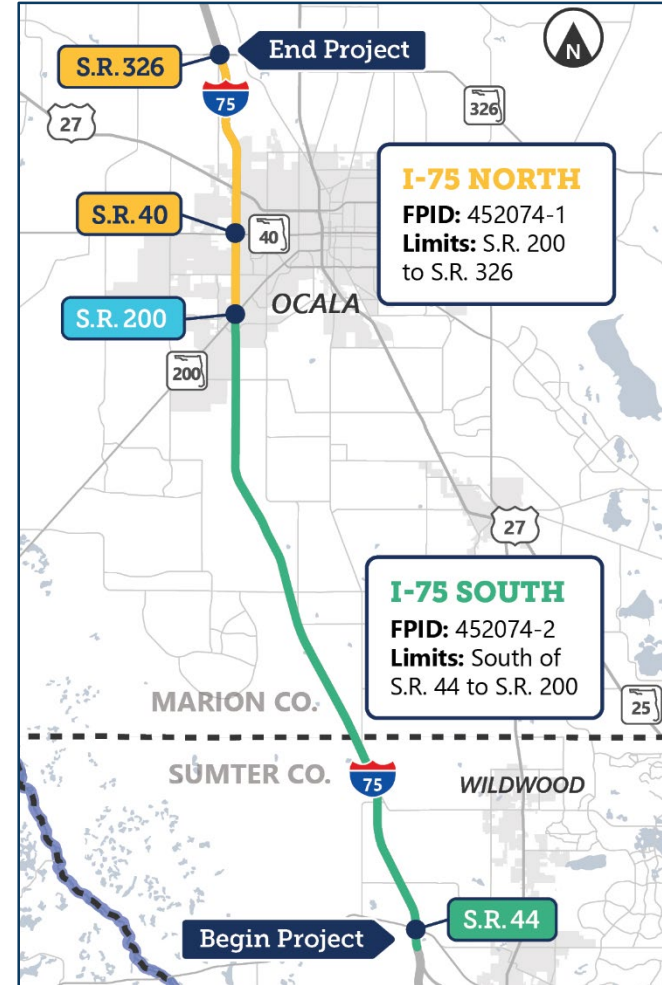
I-75 Improvements Status Update

October 2023



I-75 Overview

- Project Limits
 - South of S.R. 44 to S.R. 326
 - Approximately 30 miles
- Recommended Improvements
 - Auxiliary lanes
 - Interchange modifications at S.R. 40 and S.R. 326
- Two Separate Project Development & Environment Studies
 - I-75 South: South of S.R. 44 to S.R. 200
 - I-75 North: S.R. 200 to S.R. 326



Need for Improvements

Need for Better Reliability

Frequent congestion due to:

1. Seasonal, special event, holiday & weekend traffic
2. Road and lane blockages caused by weather and crashes

44-68%
INCREASE
IN TRAFFIC

During
Spring Break,
Thanksgiving
& Winter
Holidays

1 out of **9**
DAYS
ALL LANES
CLOSED



EVERY
13 HOURS
an incident
closes at least
one lane



3 HOURS
Average total
BLOCKAGE
DURATION



an estimated
160K vehicles
a day
are expected by 2050



122M
visitors to Florida
in 2021

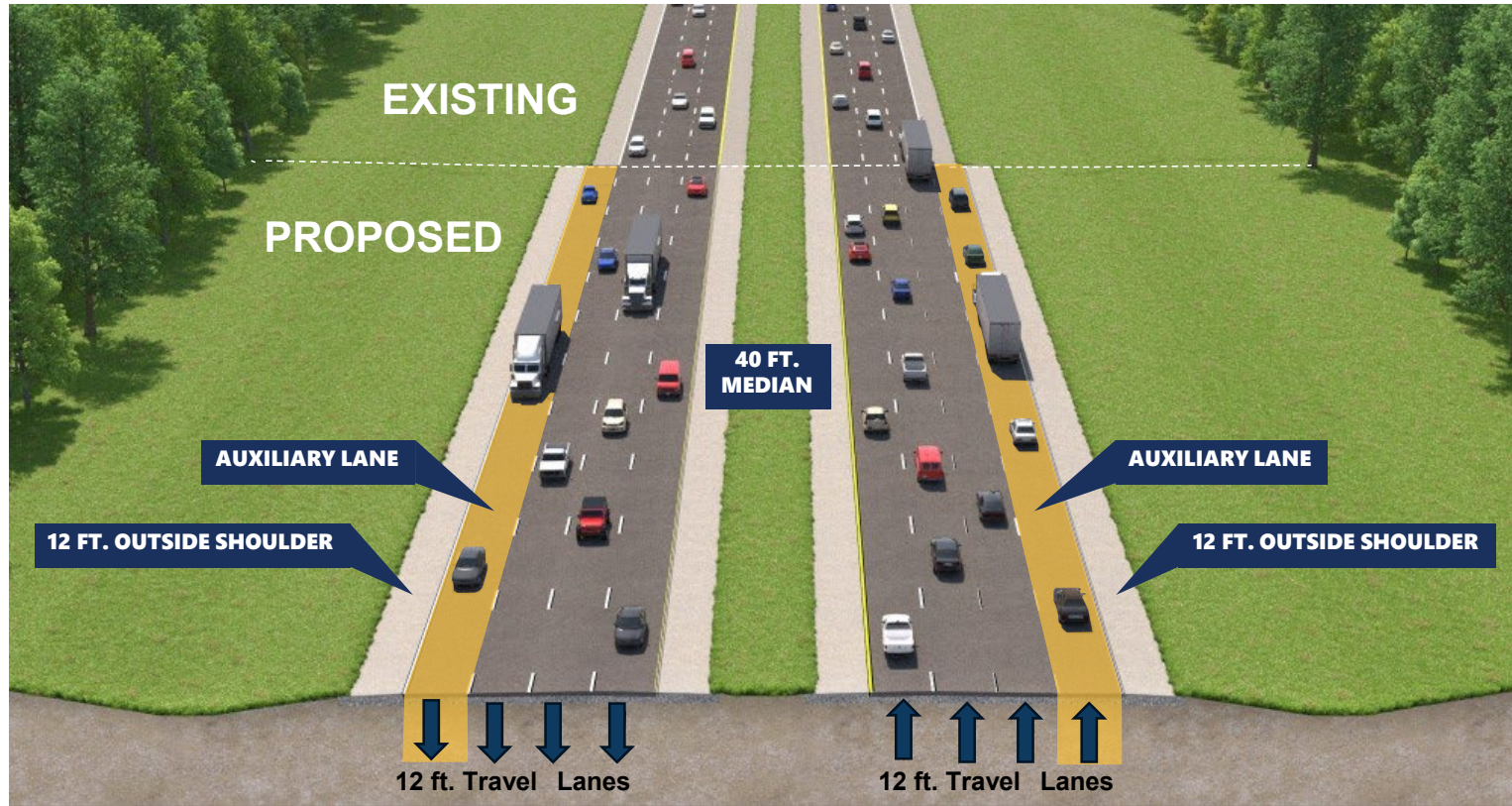
1 in 5
vehicles is a truck



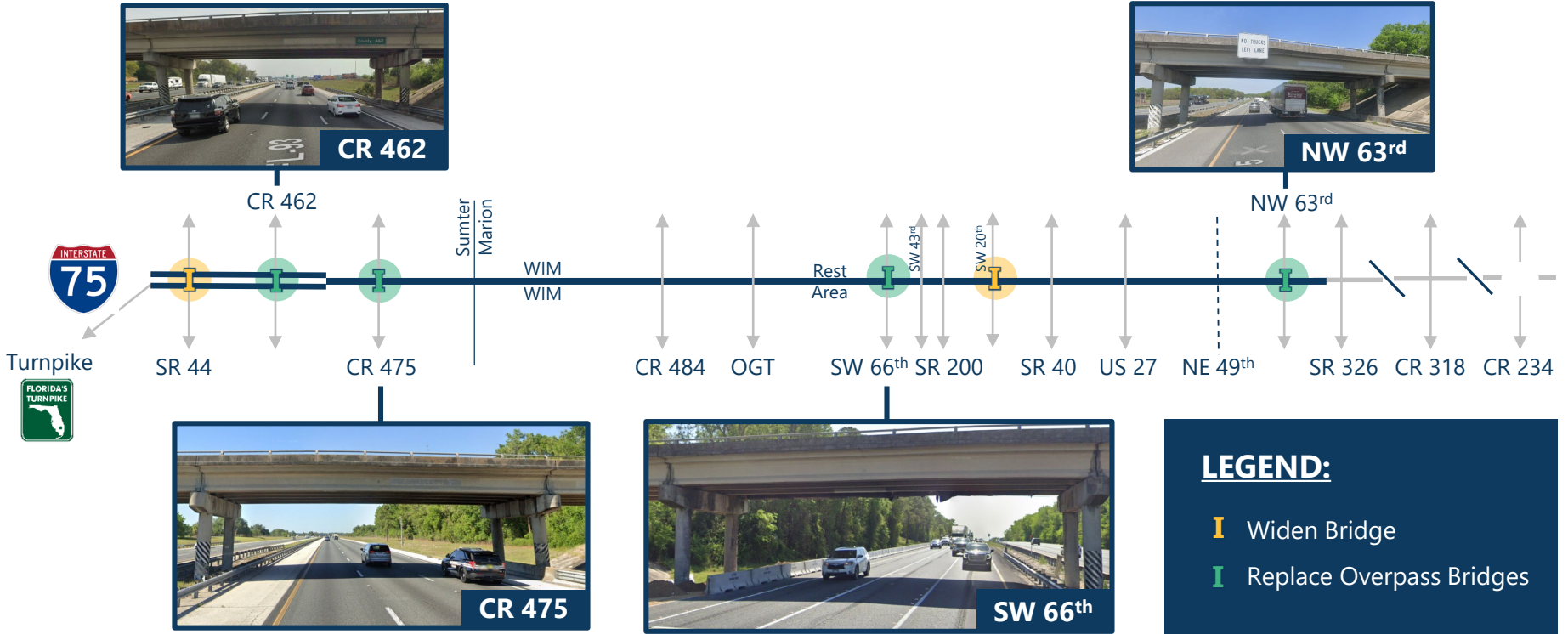
up to
15%
of traffic on
I-75 is visitor
traffic



I-75 Mainline Improvements

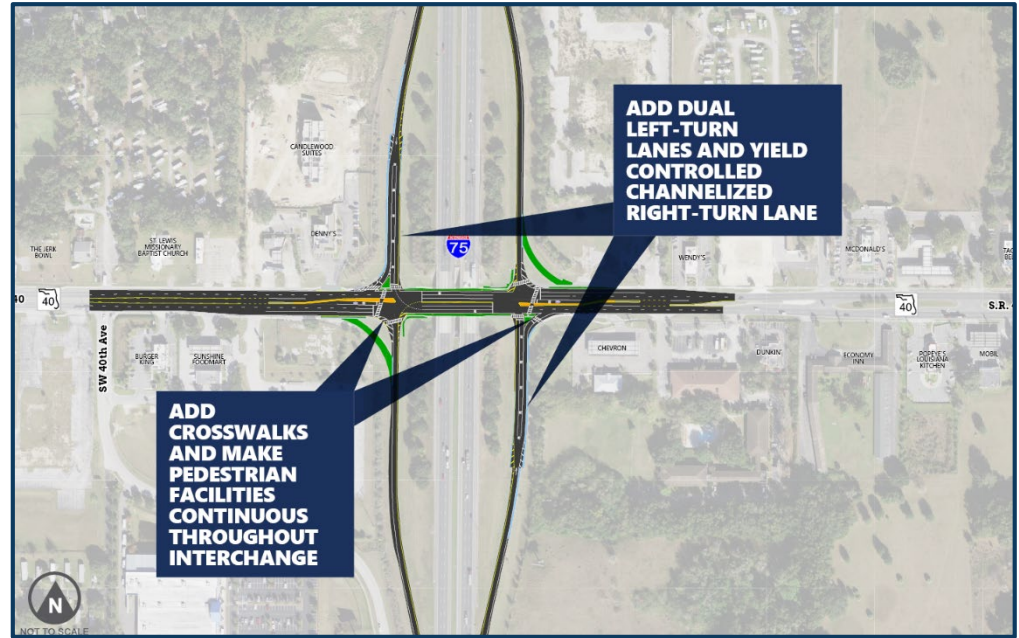


Bridge Widening & Replacements



I-75 @ SR 40

- Crosswalks for pedestrian safety;
- Additional storage for the on- and off-ramps; and
- Dual left-turn lanes and improved right-turn lanes at the off-ramps.



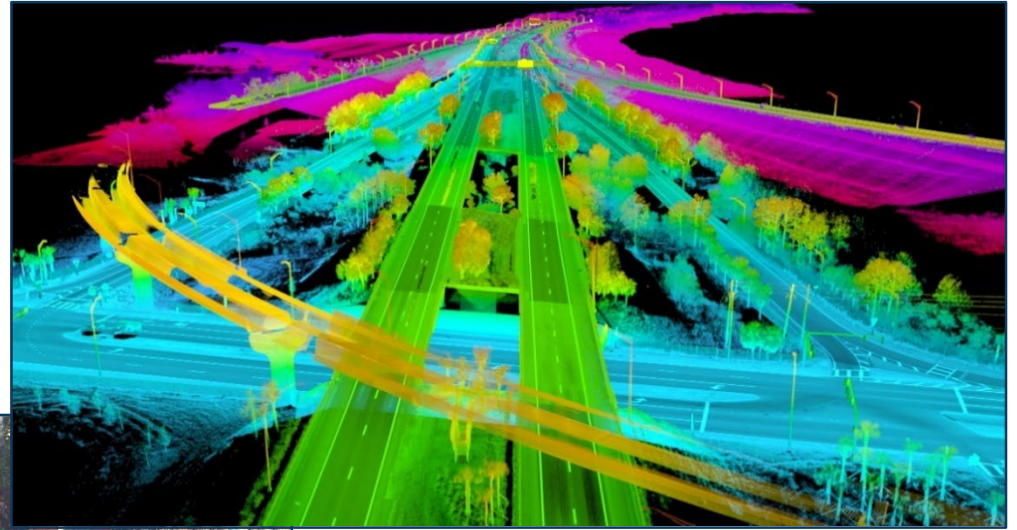
I-75 @ SR 326



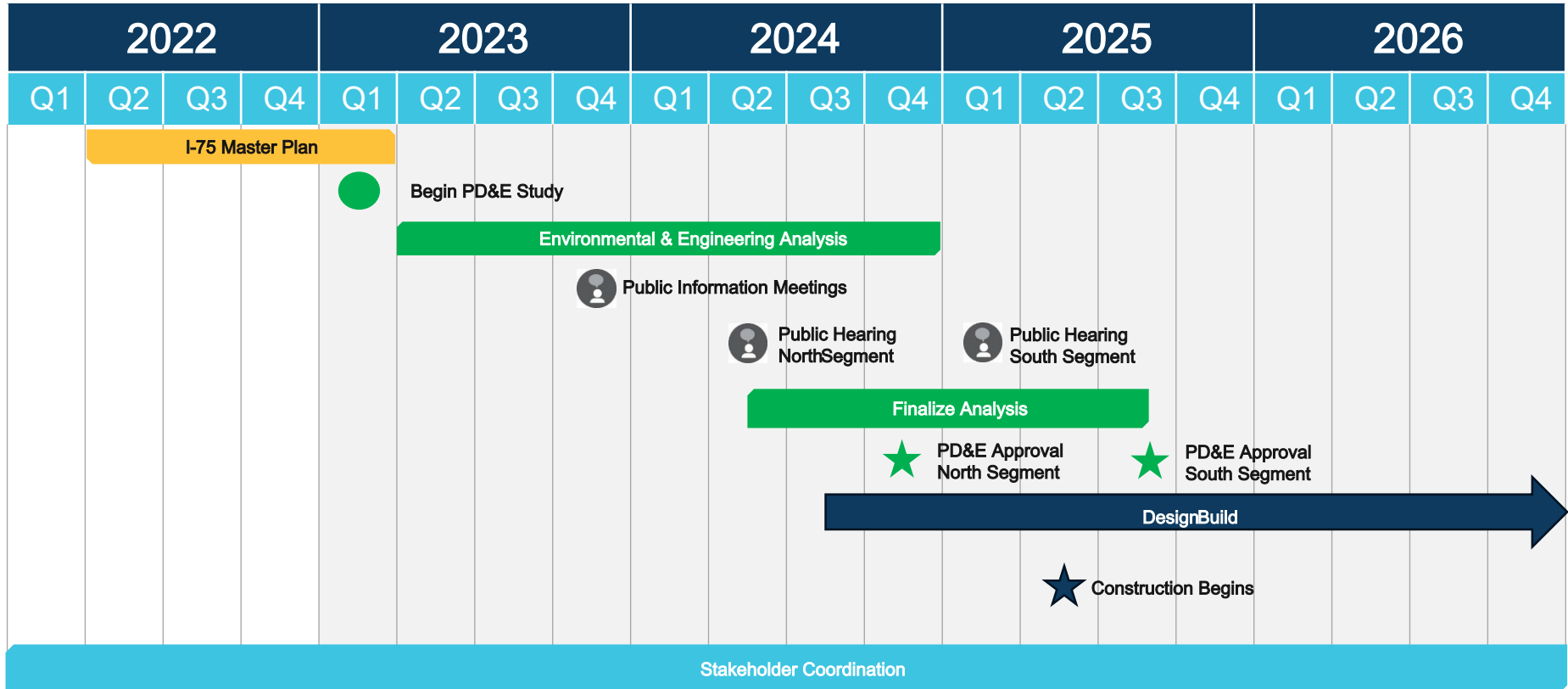
S.R. 326

Upcoming Field Work

- Property Owner Letters
 - Geotech
 - Cultural Resources
 - Survey/Mapping



Project Schedule



Community Engagement

- Public Informational Meetings
 - Monday, December 11, 2023, In-Person at Savannah Center
 - Wednesday, December 13, 2023, In-Person at Hilton Ocala
 - Thursday, December 14, 2023, Virtual



Contact Information

David Graeber

FDOT Project Manager, North Segment

719 S Woodland Blvd, Deland, FL 32720

David.Graeber@dot.state.fl.us

(386) 943-5392

cflroads.com/project/452074-1

Stephen Browning, PE

FDOT Project Manager, South Segment

719 S Woodland Blvd, Deland, FL 32720

Stephen.Browning@dot.state.fl.us

(386) 943-5422

cflroads.com/project/452074-2





TO: Board Members

FROM: Liz Mitchell, Grants Coordinator/Fiscal Planner

RE: TPO Budget Status Update

Summary

On a quarterly basis the staff updates the TPO Board to ensure they remain informed of funding status and the financial outlook throughout the year.

Attachment(s)

Budget Report for funds expended thru September 30, 2023 will be provided.

Committee Recommendation(s)

None - contents informative

Action Requested

No action requested

Any additional comments and/or suggestions please contact Liz Mitchell, liz.mitchell@marionfl.org.



FINANCIAL SNAPSHOT

FISCAL YEAR 2024

July 1, 2023 to September 30, 2023

Grant(s)	Total Funds	July 1, 2023 to September 30, 2023	Next Quarter Carryover Funds	Percent Carryover Funds
Fed. Hwy. Admin - PL-CPG	\$807,708.73	\$156,547.81	\$651,160.92	81%
Fed. Transit Admin - 5305d**	\$15,203.62	\$15,200.79	\$2.83	0%
CTD-Transportation Disadvantaged	\$29,212.00	\$4,033.19	\$25,178.81	86%
Non-Eligible Funds*	\$1,700.00	\$835.00	\$865.00	0%
TOTALS	\$853,824.35	\$176,616.79	\$677,207.56	79%

** Funds not eligible to be paid with Federal Funds (membership dues, nameplates).*

*** This grant will no longer be available, future funds will be funnelled thru PL-CPG grant.*

EXPENDED FUNDS BREAKDOWN	
Salaries & Benefits	\$80,674.83
Insurance Premiums	\$572.27
Travel	\$851.72
Training & Education	\$719.00
Copier Rental	\$662.50
Advertising	\$248.60
Printing & Binding	\$0.00
Office Supplies	\$383.43
Postage	\$0.00
Computer Software	\$287.64
Website	\$1,005.00
Comp. Equip./Plotter	\$0.00
County Cost Allocation	\$14,063.76
Other Services**	\$0.00
Professional Services*	\$76,313.04
Non-eligible Funds	\$835.00
Total	\$176,616.79

**Prof. Services for the Traffic Dashboard, Congestion Mgmt. Plan, Marion Transit Study & Others*

***Other Services for the Sheriff's Security at Board meetings.*

BUDGET SUMMARY	
Total Revenue	\$853,824.35
Funds Expended thru September, 2023	\$176,616.79
Total Carryover Revenue	\$677,207.56



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED W. PERDUE, P.E.
SECRETARY

Marion County Project Status Update as of October 31, 2023

The following is a brief status update on major FDOT road construction projects in Marion County as of the October cutoff. The next cutoff date is November 30, 2023. Information is also available on www.cflroads.com. For questions, please contact Jonathan Scarfe at 386-943-5791 or via email at Jonathan.Scarfe@dot.state.fl.us.

MARION COUNTY

Upcoming Projects:

448924-1 | S.R. 492 Bridge Improvements Over the C.S.X. Railroad

- Contract: D56B1
- Contractor: RAM Construction Services
- Estimated Start Date: November 2023*
- Estimated Completion Date: Early 2024
- Construction Cost: \$285,000
- Description: The Florida Department of Transportation (FDOT) will be making improvements to the State Road (S.R.) 492 (Bonnie Heath Boulevard) bridge over the C.S.X. Railroad in Marion County. Work includes concrete repair, joint rehabilitation, and applying a type of coating called an epoxy overlay to the bridge deck. The epoxy overlay seals the concrete surface, which helps to prolong the life of the bridge. The overlay also increases friction on the traveling surface, making it safer for motorists.

** Subject to change. The lead time may be extended due to the lack of an available railroad inspector.*

426179-1 | Silver Springs State Park Pedestrian Bridge

- Contract: T5796
- Contractor: Lambert Construction
- Estimated Start Date: December 2023*
- Estimated Completion Date: Summer 2024

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

- Construction Cost: \$3.4 million
- Description: The project by the Florida Department of Transportation (FDOT) creates a trail connection within Silver Springs State Park. It includes construction of two, 8-foot-wide pedestrian bridges over, and boardwalks along, the tributaries of the Silver River within the park. The northern boardwalk will be 545 feet long and connect to an existing boardwalk on Ross Allen Island. The southern boardwalk will be 796 feet long and connect to an existing trail.

** Subject to change. The lead time is likely to be extended due to material delays.*

445212-1 | U.S. 301 Resurfacing from South of Northeast 175th Street to the Alachua County Line

- Contract: E59B1
- Contractor: V.E. Whitehurst & Sons, Inc.
- Estimated Start Date: November 2023
- Estimated Completion Date: Summer 2024
- Construction Cost: \$5.4 million
- Description: Milling and resurfacing will take place on U.S. 301 from south of Northeast 175th Street to the Alachua County line. The project will repave the travel lanes and add a 7-foot-wide buffered bicycle lane on both sides of the roadway from the south end of the project to Spring Street. New turn lanes are planned at the U-turn locations north of the Citra Church of God and south of the Royal Palm RV Park. Asphalt will be added at other U-turn locations to provide more space for larger turning vehicles. Traffic signal upgrades are also planned at Spring Street.

447603-1 | Intersection Improvements at S.R. 492 (NE 14th Street) and NE 25th Avenue

- Contract: T5803
- Contractor: Highway Safety Devices, Inc.
- Estimated Start Date: March 2024
- Estimated Completion Date: Summer 2024
- Construction Cost: \$1 million
- Description: The purpose of this project is to improve the intersection of Northeast 14th Street (State Road 492) at Northeast 25th Avenue. The improvement will include reconstruction of the signal to increase the safety of the intersection.

Current projects:

445217-1 | S.R. 326 Resurfacing from Northwest 12th Avenue to S.R. 40

- Contract: T5786
- Contractor: CW Roberts Contracting, Inc.
- Start Date: October 14, 2023
- Estimated Completion Date: Fall 2024
- Construction Cost: \$11 million
- Description: This project will make improvements to State Road (S.R.) 326 from Northwest 12th Avenue to S.R. 40 near Marion County. The project aims to extend the life of the existing roadway through milling and resurfacing all primary and secondary travel lanes.

Other incidental work will include replacement of mailboxes, new asphalt aprons, paved street connections, and driveway reconstruction. An eastbound to northbound left turn lane will be added at Northeast 49th Street. At Northeast 40th Avenue Road, an eastbound to southbound right turn lane and a westbound to southbound left turn lane will also be added. A new signal will be installed at the Northeast 25th Avenue Road intersection. New signal heads will allow for protected left turns at the Northeast 58th Avenue intersection.

- Update: This project is just getting underway. The contractor has deployed their maintenance of traffic and is setting up erosion control.

438562-1 | I-75/S.R. 93 Northbound Rest Area North of S.R. 484 to South of S.R. 200

- Contract: T5784
- Contractor: Commercial Industrial Corp.
- Start Date: August 26, 2023
- Estimated Completion Date: Late 2024
- Construction Cost: \$31 million
- Description: This project will renovate the northbound Interstate 75 (I-75) rest area between County Road (C.R.) 484 and State Road (S.R.) 200 in Marion County. The project aims to reconstruct the facilities and update amenities to serve the traveling public better and meet current standards. Parking will be expanded for passenger vehicles, RVs, and trucks. Work will include resurfacing the existing truck parking to become the car parking lot, constructing new truck parking and ramps, renovating the building, adding new utilities and a perimeter wall, and other incidental construction. The rest area will be closed to the public until the project is complete.
- Update: The contractor finished the removal of salvageable items. Clearing and grubbing is mostly finished except for the wastewater lift station and treatment ponds. Auger cast piles for the perimeter walls are fully installed. The demolition of the building is complete. Ponds are being dug. Utility coordination is ongoing.

441141-1 | S.R. 464 Resurfacing from U.S. 301/U.S. 27 to S.R. 35

- Contract: T5782
- Contractor: Anderson Columbia Co., Inc.
- Start Date: August 23, 2023
- Estimated Completion: Spring 2025
- Construction Cost: \$22.3 million
- Description: The Florida Department of Transportation (FDOT) is designing improvements along State Road (S.R. 464) from east of U.S. 301/U.S. 27 to S.R. 35. The purpose of the project is to extend the life of the existing roadway by repaving this segment of S.R. 464. Various operational and safety enhancements are also planned, including restriping a portion of the corridor to provide bicycle lanes, reconstructing pedestrian curb ramps and constructing new sidewalk to fill gaps, and realigning crosswalks at the signalized intersections to enhance pedestrian safety. Traffic signal adjustments and drainage upgrades are also included.
- Update: The contractor continues to install sidewalk. Clearing and grubbing is ongoing.

445688-1 | U.S. 27/U.S. 441 at C.R. 42 Intersection Improvements

- Contract: T5774

- Contractor: Traffic Control Devices
- Start Date: June 9, 2023
- Estimated Completion Date: Late 2023
- Construction Cost: \$663,000
- Description: The purpose of this project is to provide intersection improvements to enhance safety and operations on U.S. 441/U.S. 27 at County Road (C.R.) 42. The project plans to reconstruct the existing traffic signal, including new signal poles. Pavement markings and signage will be updated as needed.
- Update: The contractor has installed all of the span wires and signals, detection, and more on the new poles. They are waiting on permanent power to be able to remove the existing poles.

445701-1 | Southeast Abshier Blvd from Southeast Hames Road Intersection Construction

- Contract: T5768
- Contractor: C.W. Roberts Contracting Inc.
- Construction Cost: \$1.8 million
- Start Date: April 27, 2023
- Estimated Completion: Spring 2024
- Description: This project will construct improvements at the intersection of Southeast Abshier Boulevard (U.S. 27/U.S. 301/U.S. 441) and Southeast Hames Road to enhance safety and operations for drivers, pedestrians, and bicyclists. The project proposes to create left turn lanes in each direction on SE Abshier Boulevard west of Hames Road with a raised concrete traffic separator in the middle.
- Update: The contractor is setting mast arms and poles.

433661-1 | U.S. 441 and S.R. 40 Intersection Improvements

445800-1 | S.R. 40 and S.R. 492 Intersection Improvements

- Contract: T5747
- Contractor: C.W. Roberts Contracting Inc.
- Construction Cost: \$6.7 million
- Start Date: April 4, 2023
- Estimated Completion: Early 2024
- Description: The project includes milling and resurfacing, median modifications, turn lane modifications, curb & gutter, drainage improvements, sidewalk, ADA improvements, traffic signal upgrades, signing and pavement markings, and utility relocations.
- Update: (433661-1) Ongoing night work is planned to complete curb work, light pole removal, executing bores for the lighting conduits, and installing the northbound cantilever. (445800-1) The contractor is installing mast arm poles and light poles, pedestrian signals, curb and gutter, median island improvements, and widening.

433651-1 | C.R. 484 and I-75 Interchange Roadway Improvements

443170-1 | I-75 Resurfacing from Sumter County line to S.R. 200

- Contract: T5597
- Contractor: Anderson Columbia Co., Inc.
- Start Date: January 4, 2023

- Estimated Completion: Summer 2024
- Construction Cost: \$40 million
- Description: The Florida Department of Transportation (FDOT) will be improving safety and traffic flow on County Road (C.R.) 484 from west of S.W. 20th Avenue to east of County Road (C.R.) 475A and will also be resurfacing I-75 from the Sumter County line to State Road (S.R.) 200 in Marion County.
- Update: (433651-1) Widening work and curb and gutter construction is occurring on C.R. 484 near C.R. 475A. The contractor is working on the signal tie-in at C.R. 475A. Water utility improvements continue near the interchange.
(443170-1) Throughout October, the contractor conducted nighttime milling and resurfacing operations on I-75 along with lane striping and guard rail installation. Paving has been suspended until after Christmas.

445321-1 | S.R 93 (I-75) Mainline Wildwood Weigh Station Improvements

- Contract: T9028
- Contractor: Traffic Management Solutions
- Construction Cost: \$4.5 million
- Start Date: November 28, 2022
- Estimated Completion: Early 2024
- Description: The purpose of this project is to construct a Virtual Weigh-In-Motion System for the Wildwood Weigh Station on I-75. Electronic weigh sensors will be installed along 3 miles of the roadway and digital message boards will be added to direct traffic towards the station.
- Updates: The contractor is working to install switches for the ITS cabinets for the southbound WIM. Once complete, they will shift attention to the northbound location.

445294-1 | S.R. 40 Resurfacing from Marion County Line to Volusia County Line

- Contract: E58B2
- Contractor: P & S Paving
- Start Date: January 30, 2023
- Estimated Completion: Early 2024
- Construction Cost: \$8.1 Million
- Description: Work will consist of milling and resurfacing the roadway from Marion County Line to Volusia County Line. The project will also include pavement widening shoulder, drainage modifications and guardrail adjustments as needed. Other improvements consist of signing upgrades and pavement markings within the project limits.
- Update: The contractor continues shoulder grading and sod operations throughout the project. They will begin thermoplastic striping in the first week of November.



TO: Board Members

FROM: Rob Balmes, Director

**RE: Metropolitan Planning Organization Advisory Council
(MPOAC) Annual Report**

Summary

In October, the MPOAC published a 2023 Annual Report and distributed to partners in their October 24 meeting packet. Included with this memo is the Annual Report for your review.

Attachment(s)

- 2023 MPOAC Annual Report

If you have any questions, please contact me at 438-2631.

2023

MPOAC ANNUAL REPORT



**Florida Metropolitan Planning Organization
Advisory Council (MPOAC)**

605 Suwannee Street, MS 28B
Tallahassee, FL 32399-0450
www.mpoac.org
850-414-4037

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ABOUT THE MPOAC

The Florida Metropolitan Planning Organization Advisory Council (MPOAC) represents the collective interests of Florida's 27 MPOs and assists the MPOs in carrying out the urbanized area transportation planning process by serving as the principal forum for collective policy discussion.

The MPOAC was created by the Florida Legislature pursuant to Section 339.175, Florida Statutes, to augment and not supplant the role of the individual MPOs in the cooperative transportation planning process.

The MPOAC comprises a 27-member Governing Board consisting of locally elected officials from each MPO and a Staff Directors' Advisory Committee of the staff directors from each MPO. The MPOAC works with national and statewide organizations and other stakeholder groups to help shape state and national policy regarding metropolitan transportation issues.

MPOAC MISSION

The MPOAC improves transportation planning and education by engaging and equipping its members to deliver results through shared innovations, best practices, enhanced coordination, communication, and advocacy.

MESSAGE FROM THE CHAIR

Looking back at the past year, we find ourselves at a pivotal juncture of change and newfound structure within the MPOAC. It was undoubtedly a challenging period, marked by fiscal, operational, and legislative challenges. In the face of these difficulties, we persevered and emerged stronger. We remained unwavering in our commitment to represent the needs and interests of Florida's 27 metropolitan planning organizations (MPOs).

This Annual Report offers a glimpse into some of the key initiatives and accomplishments of the MPOAC over the past year. However, it merely scratches the surface of our ongoing efforts. Every day, in every way, we diligently work to foster stronger collaboration with our partner agencies and concentrate on equipping our members to deliver tangible results through shared innovations, best practices, enhanced coordination, communication, and advocacy. As we move into this new year, we are poised to continue to fulfill our mission to improve transportation planning in Florida.

Commissioner Mayra Uribe
Governing Board Chair, MPOAC

MPOAC EXECUTIVE COMMITTEE



**Commissioner
Mayra Uribe**
Governing Board Chair
MetroPlan



**Commissioner
Robert Bender**
Governing Board Vice-Chair
Florida-Alabama TPO



**Mayor
Chelsea Reed**
At-Large Member
Palm Beach TPA



Dave Hutchinson
Staff Director Chair
Sarasota Manatee MPO



Austin Mount
Staff Director Vice-Chair
Florida-Alabama TPO

OPERATIONS

RESOLVED FDOT CONCERNS OVER INTERNAL ACCOUNTING CONTROLS

The MPOAC successfully resolved the Florida Department of Transportation's (FDOT) concern with internal accounting controls due to the Office of Inspector General (OIG) investigation in 2021. While the OIG did not find any wrongdoing, they did identify some internal control concerns.

The MPOAC Executive Director worked closely with the FDOT Office of Policy Planning to revise the MPOAC's bylaws and policies and procedures to ensure internal control concerns were addressed and transparent.

This accomplishment is a testament to the MPOAC's dedication to improving operations, meeting FDOT standards, and ensuring it is positioned to serve membership needs. The special considerations during this period have enabled the MPOAC to strengthen its organization and build a more robust foundation for future endeavors.

DEVELOPED A POLICIES AND PROCEDURES MANUAL

The MPOAC is committed to transparency and efficiency and has meticulously developed a comprehensive Policies and Procedures Manual that governs its operations and decision-making processes. The Manual serves as a guiding document to ensure the MPOAC's operations reflect consistency and integrity while promoting accountability and adherence to best practices.

PARTNERSHIP WITH RENAISSANCE PLANNING GROUP

The MPOAC is pleased to partner with Renaissance Planning Group as its consultant. Renaissance's deep knowledge and experience in transportation planning will undoubtedly enrich the MPOAC's capabilities and help address complex transportation challenges with fresh perspectives. Renaissance will lead the Weekend Institutes and assist the MPOAC in various responsibilities, including leading the development of the Strategic Directions Plan.

ENHANCED COORDINATION AND COLLABORATION WITH FDOT

To foster closer collaboration and a deeper understanding of Florida's transportation landscape, the MPOAC initiated biweekly meetings with Huiwei Shen, Chief Planner of the FDOT. These regular interactions enable the organizations to align goals, exchange valuable insights, and effectively work together to address MPOs' transportation challenges. This partnership is instrumental in achieving the MPOAC mission of improving transportation planning and education. Additionally, past Chairs and present Chairs have embarked in developing a closer coordination with the FDOT secretary.

PARTICIPATED IN THE FEDERAL CERTIFICATION REVIEWS

The MPOAC Executive Director attended four Federal Certification Reviews this past year. These reviews serve as a rigorous examination of individual MPO's processes and adherence to federal guidelines. The MPOAC is proud to see the good work Florida's MPOs are doing. They consistently meet or exceed expectations, reflecting the collective dedication to excellence in transportation planning.

KEY EFFORTS

National Policy Development

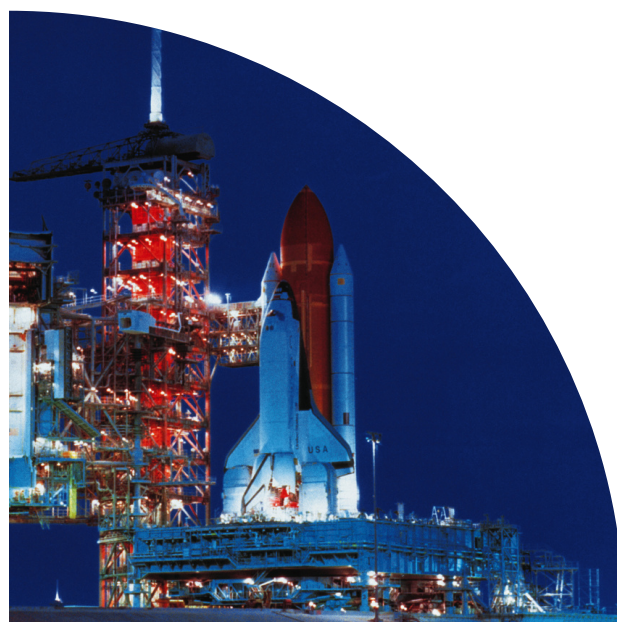
Since the approval of the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL), the MPOAC has remained engaged in the regulatory process, tracking guidance documents as they are released and notifying the MPOAC membership of opportunities and issues. The law reauthorizes the federal transportation program, including sections on MPOs, and provides over \$350 billion for new transportation investments nationwide over five years.

State Policy Development

The MPOAC is dedicated to advancing state-level policy by continuing to offer regular legislative updates. The MPOAC has closely monitored the 2023 Legislative Session and the changes that impact the authority and duties of MPOs and the MPOAC. Keeping the MPOAC's membership informed empowers them to engage with these developments and advocate for policies that best serve communities' transportation needs. For a comprehensive overview, please refer to the MPOAC website for a downloadable Legislative Summary.

The following includes an abbreviated summary of the main legislative changes:

- MPOs within contiguous urban areas must coordinate closely on plans, data, and core products.
- The MPOAC must also coordinate with the Florida Transportation Commission on MPOs' long-range transportation plans (LRTPs) alignment with the Florida Transportation Plan.
- MPOAC to review LRTPs of contiguous MPOs to show coordinated efforts.
- In addition, Space Florida is charged with coordinating with the MPOAC.



KEY EFFORTS

Weekend Institute 2023

The MPOAC held two sessions of the Weekend Institute in April and May 2023.



Noteworthy Practices Awards

The MPOAC takes pride in celebrating the outstanding achievements of its members through the Noteworthy Practice Awards. The MPOAC recognized five noteworthy practices demonstrating innovation and excellence in transportation planning. The following is a listing of these awards:

Awards recognized in April of 2023:

- North Florida TPO's "Get Out of Your Lane and Take a Detour! An MPO's Path to Innovation and Non-Traditional Partnerships"
- Broward MPO's "Regional Grants Coordination"
- Miami-Dade TPO's "Taste of Transportation"

Awards recognized in October of 2022:

- Miami-Dade TPO's "Community Action Committees Outreach Efforts"
- Space Coast TPO's "Ride the Wave to Resiliency – Transportation Resiliency Master Plan"



KEY EFFORTS

Research and Technical Assistance

Research and technical support efforts are the backbone of the MPOAC's mission. The MPOAC took on several initiatives to help improve transportation planning in the state. These initiatives help members stay informed, collaborate effectively, and find innovative solutions to transportation challenges. From analyzing funding formulas to aiding regional mergers and advocating for funding, this research and technical assistance work is vital in shaping Florida's transportation future. The MPOAC took a lead in the following initiatives:



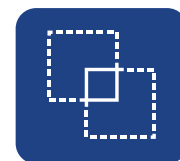
The MPOAC Policy and Technical Committee explored alternative formulas for the distribution of the Metropolitan Planning (PL) funding provided by Federal Highway Administration. The MPOAC held virtual workshops and developed 11 scenarios for consideration, including fixed amount and percent amount distributions. The Committee concluded that, at this time, maintaining the current formula is the fairest method for distributing PL funds among the state's MPOs.



The MPOAC will kick-off an MPO List of Project Priorities Development Practices in Florida research project to be conducted by CUTR.



The MPOAC is actively making the case for transportation revenue alternatives to address the evolving transportation landscape and funding challenges. By exploring innovative financing mechanisms and advocating for sustainable funding solutions, the MPOAC is committed to securing the resources necessary to drive forward the MPOAC's vision for a well-connected and efficient transportation system in Florida.



Northwest Florida is experiencing growth; its urban areas (as determined by the Census) are starting to overlap with surrounding areas. **The MPOAC provided technical assistance to the Emerald Coast Regional Council in support of merger considerations.** This collaboration is a testament to the MPOAC's dedication to enhancing coordination across regions.

OUTREACH, ENGAGEMENT, AND PARTNERSHIPS

At the heart of the MPOAC's mission lies a fundamental commitment to outreach, engagement, and building partnerships. These endeavors are the cornerstones of the MPOAC's ability to effectively serve MPOs and address the intricate challenges of transportation planning. This section summarizes pivotal activities to the MPOAC's success and how they play a vital role in connecting with stakeholders and fostering collaboration.

- ▶ The MPOAC Executive Director was appointed to Association of Metropolitan Planning Organizations (AMPO) Policy Committee
- ▶ The MPOAC Executive Director presented at the Floridians for Better Transportation Summer Camp
- ▶ FDOT Secretary Perdue presented at the April 27, 2023 Governing Board Meeting

Member Highlights:

- ▶ Greg Stuart (Broward MPO) serves on the AMPO Board of Directors
- ▶ Aileen Bouclè (Miami-Dade TPO) serves on the National Association Regional (NARC) Executive Committee
- ▶ Greg Stuart and Gary Huttman (MetroPlan Orlando) serve on the NARC Executive Directors Council
- ▶ Aileen Bouclè, Don Scott (Lee County MPO), and Greg Stuart presented at the April Road User Charging Conference



Secretary Perdue with Board Members and Staff Directors at the April 27, 2023, Governing Board Meeting.

LOOKING AHEAD

Reflecting on the achievements and the strides the MPOAC has made this past year, it's equally crucial to set sights on the horizon. This section unveils the journey ahead for the MPOAC's future activities and initiatives:



MPOAC STRATEGIC DIRECTIONS PLAN



COORDINATION EFFORTS WITH SPACE FLORIDA AND THE FLORIDA TRANSPORTATION COMMISSION



RESTRUCTURE OF THE NOTEWORTHY PRACTICES GROUP



THREE WEEKEND INSTITUTE SESSIONS



RESEARCH PROJECT ON NOTEWORTHY PRACTICES FOR PERFORMING MPO ADMINISTRATIVE FUNCTIONS

Mark Reichert
MPOAC Executive Director

GOVERNING BOARD

Commissioner Mayra Uribe
Chair
MetroPlan Orlando

Commissioner Robert Bender
Vice-Chair
Florida-Alabama TPO

Commissioner William Dozier
Bay County TPO

Commissioner Jeff Kinnard
Hernando/Citrus MPO

Mayor Dick Rynearson
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Commissioner Sandy Johnson
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Annual Report
