

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR THE PREPARATION OF
THE SUNTRAN TEN-YEAR TRANSIT DEVELOPMENT PLAN UPDATE**

THIS AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR THE PREPARATION OF THE SUNTRAN TEN-YEAR TRANSIT DEVELOPMENT PLAN UPDATE ("Agreement") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City") and HDR ENGINEERING, INC., a for-profit corporation duly organized in Nebraska and authorized to do business in the state of Florida (EIN# 47-0680568) ("HDR Engineering") or ("Consultant").

R E C I T A L S :

WHEREAS, on December 3, 2021, City issued a Request for Proposals ("RFP") from qualified planning firms for the provision of professional planning services for the preparation of the ten-year Transit Development Plan ("TDP") update for the City's SunTran transit system, RFP No.: SUN/211007 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of the evaluation factors set forth in the Solicitation, the proposal submitted by HDR Engineering, Inc., was found to be the highest ranked proposal; and

WHEREAS, HDR Engineering, Inc., was selected as finalist and awardee to provide professional planning services for the ten-year TDP update for the SunTran transit system and its service area. (the "Project"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Consultant shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement.** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-4)
- Exhibit B: Consultant Proposal (B-1 through B-40)
- Exhibit C: Federal Grant Clauses (C-1 through C-18)
- Exhibit D: Loaded Hourly Rates and Subconsultant Rates (D-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C; then (2) Exhibit A; then (3) Exhibit D; then (4) Exhibit B.

- B. **Exhibit C – Federal Transit Administration (“FTA”) Grant Clauses.** The FTA grant terms and conditions set forth in **Exhibit C – Grant Clauses** are hereby incorporated by reference. Anything to contrary herein notwithstanding, these mandatory FTA grant terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA grant terms set forth in **Exhibit C – Grant Clauses**.
3. **SCOPE OF SERVICES/TASKS.** Consultant shall provide professional planning services to the City for the ten-year Transit Development Plan update project in compliance with **Exhibit A – Scope of Work**, and the Contract Documents,. The TDP must be completed, reviewed, and adopted no later than **SEPTEMBER 1, 2022**. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** As full and complete compensation for the timely and satisfactory completion of work in compliance with the Contract Documents, City shall pay Consultant a maximum limiting amount not to exceed **TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000)** (the “Contract Sum”) as more fully set forth in the negotiated scope and in accordance with the Consultant Fee Sheet attached hereto as **Exhibit D – Loaded Hourly Rates and Subconsultant Rates**. The City reserves the right not to use any sub-consultant on a project. The final reports and deliverables must be approved and agreed upon by the designated City of Ocala Project Manager before payment will be made. Payments will be made based on the work completed by task.

- A. **Prompt Payment.** Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in [49 CFR 26.29](#) that requires payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.
5. **TERM.** The term of this Agreement shall commence on **MARCH 1, 2022** and shall end on **FEBRUARY 28, 2023**. The Term of this Agreement may only be modified or extended upon the mutual written consent of both parties.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Consultant performance shall be extended for a number of days equal to the duration of the force majeure. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays
7. **TERMINATION.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. If the

Agreement is terminated, City shall pay Consultant for all work satisfactorily completed up to the date of termination. Termination of this Agreement by either party for any reason shall have no effect upon the rights or obligations accruing to either party prior to termination. Notwithstanding the foregoing, either party may terminate this agreement by providing not less than **THIRTY (30)** day's written notice. Any such termination shall not affect either party's obligations under any approved task work order.

A. **City's Remedies Upon Consultant Default.** In the event that Consultant defaults under this Agreement, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another consultant to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and
- (4) City shall be entitled to recovery from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.

8. **STANDARD OF CARE.** Consultant shall render the services consistent with the standard of care, skill, and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project, and at the time the services are to be performed. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
10. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Consultant with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Consultant's commercial automobile liability insurance policy must name, as additional insureds, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.
11. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial general liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence.

The only aggregate limit acceptable is "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

A. If the Commercial General Liability form is used:

- (1) Coverage A- shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- (2) Coverage B - shall include personal injury.
- (3) Coverage C - medical payments, is not required

B. If the Comprehensive General Liability form is used, it shall include at least:

- (1) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

12. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance for in amounts required by Florida law and employer's liability insurance with limits of at least \$1,000,000 each accident and \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

13. **PROFESSIONAL LIABILITY INSURANCE.** Consultant shall procure and maintain professional liability insurance with an occurrence limit of not less than \$1,000,000 on all contracts for Consultant's professional services. It is recognized that this type of insurance is only available on a claims-made basis and Additional Insured endorsements are not available. All contracts for such services shall require they the other party maintains this insurance for at least **FIVE (5) YEARS** beyond the end of the contract

14. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Consultant. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Consultant's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Consultant. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance

written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

- B. Deductibles. Consultant is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.
 - C. Certificates of Insurance. Consultant shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.
 - D. Failure to Maintain Coverage. In the event Consultant fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Consultant under this Agreement, Consultant shall be considered to be in default of this Agreement.
 - E. Severability of Interests. Consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
15. **PUBLIC RECORDS**. The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Consultant shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

16. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
17. **PUBLICITY.** Consultant shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
18. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

19. **DRUG FREE WORKPLACE REQUIREMENT.** Consultant submitted a drug free workplace certification with their proposal, and agrees to provide a drug free workplace.

A. The Consultant, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Consultant's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- B. Consultant, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- C. In addition to other remedies available to the Government, the Consultant's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Consultant subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.
20. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its

DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System

21. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.
22. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
23. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
24. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant, its agents, and employees.
25. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

26. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Consultant:

HD Engineering, Inc.
Brian Waterman, AICP
Project Manager
315 E. Calhoun St., Suite 800
Tallahassee, FL 32301
Phone: 850-329-1443
Email: brian.waterman@hdrinc.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 S.E. 36th Ave.
Ocala, Florida 34471
Phone: 352-579-6536
Email: rbatsel@lawyersocala.com

27. **ATTORNEYS FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative

fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

28. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
29. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
30. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
31. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

32. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
33. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
34. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
35. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
36. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
37. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this agreement. Further, a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.
38. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

39. **LEGAL AUTHORITY.** 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 to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea
City Council President

Approved as to form and legality

HDR ENGINEERING, INC.

Robert W. Batsel, Jr.
City Attorney

(Name)

(Title)

SECTION 1. INTRODUCTION

Consultant shall prepare a ten-year Transit Development Plan (TDP) update for the SunTran transit system and its service area.

The TDP is intended to define public transportation needs; solicit broad input by coordinating with other plans, involve substantial public participation, and explore community goals with decision makers and other stakeholders, define alternative courses of action, and develop a systematic plan and monitoring program. The TDP needs to include mobility needs, cost and revenue projections, and community transit goals, objectives, and policies, and **must be adopted by September 1, 2022.**

SECTION 2. BACKGROUND

The TDP serves as the basis for defining public transit needs, which is a prerequisite to the receipt of state funds. The City of Ocala operates as the governing board of the SunTran transit system and has initiated a major update of the Transit Development Plan for transit services in the SunTran service area.

The most recent five-year Transit Development Plan for SunTran was adopted in 2017, which can be found at: <https://www.ocalafl.org/home/showpublisheddocument/2503/637545216076470000>.

There have been minor annual updates since then and a major update is due by September 1, 2022. This scope includes preparing a major update of the TDP and extending the planning horizon to cover the ten-year period from FY 2023 to FY 2032.

SECTION 3. SCOPE OF SERVICES

The primary goals of developing and implementing the Transit Development Plan update are as follows:

- 1) Determine strategies to increase ridership and service efficiency within existing service area.
- 2) Enhance local and regional transit service connectivity and efficiency.
- 3) Increase operating revenue and funding opportunities.

To complete this project, the selected consultant will be expected to work closely with representatives from City of Ocala, TPO and RATP Dev (current transit management services company). It is the overall intent of this study to produce a useful and supported document that can provide practical guidance to the City and SunTran to facilitate service decisions.

Major Elements of Plan Completion Shall Include:

1. Establish a Review Committee made up of stakeholders regarding the future of transit service in the SunTran service area to provide guidance to the selected consultant. The City of Ocala will identify and invite persons from a wide range of approved constituencies to participate in the Review Committee.
2. Analyze existing transit services, including the recently completed Comprehensive Operations Analysis (COA); develop trends in the study area; and review area development and population trends and projections. This includes studying the efficiency and effectiveness (operational, revenue generation, and costs) of existing services, including routes, schedules, vehicle types, and areas/destinations. This phase of the project should also consider budgetary and funding trends.
3. Conduct an appropriate range of public outreach activities. Outreach should solicit input from the following groups: the general riding public/non-riding public, business community, area public agencies with transit interests including Human Services agencies, and other appropriate groups as may be

identified. Types of outreach activities may include but not necessarily be limited to public forums, written surveys, on-board surveys and individual or targeted group meetings.

4. Develop service recommendations as follows:
 - a) Improvements for existing fixed route services including service standards; routing; span and frequency; destinations; etc.
 - b) Feasibility of new routes for high density areas; commercial and industrial areas; work force housing areas; and areas populated with characteristics attributable to captive riders such as low-income, minority, elderly, etc.
 - c) Potential new service opportunities identified in the Marion County/Ocala 2045 Long-Range Transportation Plan.
5. Develop a survey instrument and conduct on-board rider surveys designed to probe attitudes toward transit, perceptions of transportation in Marion County and the existing system, needed service enhancements, and factors that encourage or discourage transit use and capture selected demographic information including the following:
 - Trip Origin and destination
 - Resident of City or unincorporated area
 - Access mode used to transit route
 - Other route(s) or services utilization
 - Gender
 - Age
 - Income bracket
 - Trip purpose
6. The Consultant shall be expected to attend a minimum of four (4) meetings with the review committee plus any additional time as may be required to complete the project as per the scope, such as time spent on public outreach. Additionally, the consultant shall confer with the review committee co-chairs on a weekly basis to report progress and clarify any other issues that may arise.
7. Review and Adoption by the Ocala City council
 - a) With approval from the Ocala City Council, review and adoption will occur at three major milestones:
 - Plans Goals & Objectives
 - Future Transit Alternatives
 - Final Plan Adoption

The Plan's recommendations should guide appropriate service decisions that should be applicable to the range of transit needs and opportunities considered to be attainable and be consistent with the local Long-Range Transportation Plan. The plan shall include narrative, tables and graphics to summarize the selected recommendations and alternatives. The plan shall include a summary of the process and input used throughout its development and must including goals, objectives, strategies, performance standards and policies.

The final plan, in addition to its final set of recommendations, shall include a compilation of all preceding Plan elements, and reflect any additions, changes, updates, etc. that results from interim reviews.

8. **Proposed Timetable** – Consultant must submit a proposed project schedule timetable for all three Milestones, to be submitted to the City for review and presented to the Ocala City Council.
9. **Project Timeline** – The TDP should be completed, reviewed, and adopted no later than September 1, 2022.

SECTION 6. CONSULTANT RESPONSIBILITIES

The Consultant shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.

All data collection techniques shall be consistent and compatible with the procedures and guidelines of the City of Ocala, the Federal Transit Administration (FTA), and the Florida Department of Transportation (FDOT). The City's Senior Transit Planner will monitor quality control of work products prepared by the Consultant.

Data collected by the Consultant shall be in a format compatible with, or easily converted to City's databases. Where appropriate, data storage and displays should be consistent and compatible with Florida Department of Transportation standards. A sequential naming convention should be applied to the files and documentation provided to the City.

The Consultant shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

Unless otherwise specified, all graphics and presentation materials shall be prepared to City standards and provided in a "photo-ready" reproducible format and stored on appropriate electronic media using the above referenced Microsoft Office software. When appropriate, maps and graphics should be prepared using the most current version of Arc Info, ArcGIS, AutoCAD, or other software as specified and approved by City staff.

The Consultant must be available for meetings. The Consultant shall be available with no more than one (1) business day notice to attend meetings at the request of the City.

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

The Consultant shall perform all analyses, develop recommendations, and document all work with the required time schedule as defined in the Task Work Orders. The evaluation and documentation of all public involvement activities associated with Task Work Orders.

The Consultant will perform all tasks in accordance with all City practices and policies, FDOT and FTA guidelines and standards, specified Florida Department of Economic Opportunity (DEO) Rules, Florida Statutes, Federal Regulations, and all other applicable laws and policies.

SECTION 7. SUB-CONSULTANTS

Services assigned to sub-consultants not listed in Consultant's proposal must be approved in advance by SunTran in accordance with this LOI.

SECTION 8. PAYMENT SCHEDULE

Consultant invoices shall be submitted on a monthly basis.

SECTION 9. PROJECT DELIVERABLES

Consultant will be required to provide sufficient copies of all reports, interim drafts, and the final draft TDP for each member of the Review Committee, and the City, plus five (5) additional copies as well as a digital copy with the Plan in Word format.

After the Ocala City Council review of the final draft TDP, the final version appropriately incorporating all input shall be prepared and 15 hard copies of the final TDP shall be delivered to the City along with a digital copy in Word format.



Letter of Interest

Transit Development Plan Update

City of Ocala, Florida



December 3

2021



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December 3, 2021

City of Ocala Procurement Department
Attn: Shay Roberts, Senior Buyer
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471

Re: Request for Letters of Interest - Transit Development Plan Update

Dear Ms. Roberts and Selection Committee Members,

The City of Ocala's identification of three primary goals are well-aligned with the expertise and experience of the HDR | Foursquare ITP team. The team we have assembled includes professionals who have recently completed similar Transit Plan Development work which involves:

- Determining strategies to increase ridership and service efficiency within the existing service area
- Enhancing local and regional transit service connectivity and efficiency
- Increasing operating revenue and funding opportunities

By harnessing the combined knowledge of our project team, supported by the extensive national transit planning experience of HDR and Foursquare ITP, we present the right team to provide the City of Ocala with what is needed to optimize the SunTran transit system to improve mobility and support your 2035 Vision of making Ocala a great place to live, play and prosper.

Much has changed since the City of Ocala developed a TDP in 2017- locally, nationally and even globally. A range of factors has substantially changed the environment in which transit and mobility services are delivered. Perhaps most prominent is the COVID-19 pandemic that has had major impacts to how, when and where people travel both in the immediate term but potentially in the long term as well. Transit agencies across the country have seen reduced ridership, workforce challenges and more and only in recent months has a path to recovery been evident. Emerging mobility services and technologies (such as mobility on demand services that can be requested via smart phone, e-bikes, scooters, and even autonomous vehicle pilot projects) have created exciting new opportunities for innovation and improvements to transit systems nationwide. In addition, any transit plan should assess equity impacts to preserve and enhance access to jobs and services for low-income and minority communities. The recent change in leadership at the national level combined with November 2021 passage of the \$1.2 trillion Infrastructure Investment and Jobs Act provides substantial funding and renewed interest and support for much needed transit investments.

Our approach is not to simply produce a 'cookie cutter' TDP, but instead to work closely with you and your community to produce a plan to meet your unique needs. We will use an in-depth, three-step community engagement process, we'll carefully study your system and get to know your routes and your customers, and we'll listen to you throughout the process to produce a plan that is achievable but that also pushes the system forward. We are passionate about the role of transit in creating livable places and our plans are truly "transit maps," not simply checklists. We have our finger on the pulse of emerging trends and will bring our deep expertise to bear to help the City of Ocala leverage emerging technology and address critical community needs, including a focus on equity designed with you to respond to your community's specific issues and concerns.

Ocala has continued to grow and develop at a rapid pace, with changing demographics and shifting travel patterns that factor into the wider community mobility needs. Our team is excited about the possibility of supporting and partnering with you to develop a TDP that positions the City for success.



To help expand transit, increase ridership, and meet the needs of the community, we will develop a TDP that will provide:

- Recommendations for a clear, efficient, equitable, and attractive fixed-route transit system to meet the needs of Ocala residents through our proven local knowledge and transit expertise.
- A plan for first/last mile service, on demand or micro-transit implementation that is developed by working closely with you, the community, and stakeholders to evaluate service options and develop initial pilot projects.
- Guidance regarding technological tools that will improve customer information and access while being equitable- maximizing benefits while managing costs.
- Assessment of current and future development by working with you to gather the most current development plans and match them to the most appropriate mobility service

As explained in more detail in our full letter of interest, the HDR | Foursquare ITP team is ready to deliver a TDP for the City of Ocala and SunTran.

HDR Engineering, Inc.

A handwritten signature in blue ink that reads 'Brian S. Waterman'.

Brian Waterman, AICP
Project Manager

A handwritten signature in blue ink that reads 'Ed Coven'.

Ed Coven
Project Principal

Firm's History and Background

Now more than a century old, HDR believes that the way we work can add meaning and value to the world. HDR is employee-owned, which makes us accountable to our clients, ourselves and to each other.

Proposer's Legal Name and Address:

HDR Engineering, Inc.
315 S. Calhoun St., Suite 800
Tallahassee, FL 32301

Project Manager Contact, Phone, Email, and Web Address:

Brian Waterman, AICP
Project Manager
Direct: 850.329.1443
Mobile: 850.339.9969
Email: brian.waterman@hdrinc.com
www.hdrinc.com

HDR Engineering, Inc.

Our 10,000 employee-owners, working in over 220 locations around the world, push open the doors to what's possible each and every day.

Primary Type of Business

Planning, Engineering and Architecture

Taxpayer ID: 470680568



Pinellas Suncoast Transit Authority - Central Avenue BRT

Brief History of Firm

HDR is a full-service, employee-owned company that can provide an extensive network of resources, national experts, and specialists to help innovate and address any technical issue. The HDR Team has an expansive, Central Florida-based transportation/transit planning staff of over 25 professionals available to respond to the City of Ocala planning needs. HDR specializes in architecture, construction services, engineering, environmental and planning. While we are most well-known for adding beauty and structure to communities through high-performance buildings and smart infrastructure, we provide much more than that. We create an unshakable foundation for progress because our multidisciplinary teams also include scientists, economists, builders, analysts and artists.

HDR Engineering - Started in 1917

A lot can change in more than 100 years. Technologies improve, communities evolve, people come and go. But to withstand a century of disruptions, you must be built on a solid foundation. At HDR, that foundation has always been our communities. When H.H. Henningson founded the Henningson Engineering Company in Omaha, Nebraska, in 1917, his focus was on helping rural Midwest towns adapt to a changing world. He brought power to the plains and water treatment systems where it was needed most. It was Henningson's work ethic and commitment to the community that fueled the company's growth. In 1996, we instituted a broad-based employee-ownership model which has supercharged our growth. Twenty-five years later, more than 90% of our employees across the world own some form of HDR stock or equity. Today, we're nearly 10,000 employees strong with more than 220 offices around the globe. While we can't say what our future holds, we know we'll be right there with our clients, collaborating and creating in the only way we know how — together.

HDR's Transit Experience

Because transit is not one-size-fits-all, we help clients holistically with everything from navigating federal, state, local and private funding avenues, to managing program development, technology "future proofing" environmental assessment and design, to providing construction management for new and established systems through traditional and alternative project delivery approaches. In addition to planning and engineering, our experts help clients with strategic communications and referendum protocols and all aspects of program management.

HDR Transit By the Numbers

\$9B in Federal Transit Funding

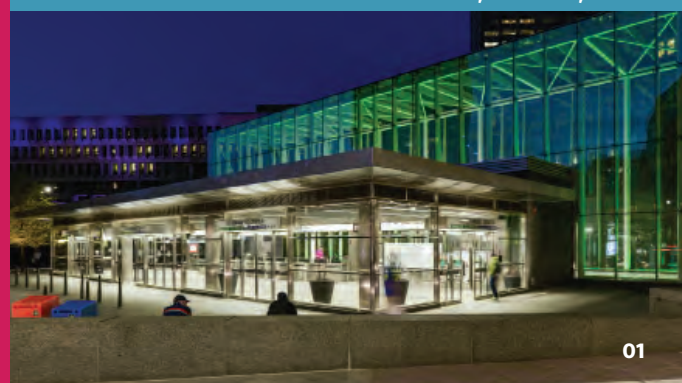
6th ENR Top 25 in Mass Transit & Rail

370+ Transit Professionals

35 Economists

B-5

MBTA Government Center Station, Boston, MA





Foursquare ITP serves transit agencies, state and local departments of transportation, MPOs, and federal agencies. The firm's background and experience includes work in 29 states and the District of Columbia.

Foursquare's key service areas are:

- Transit service planning
- Transit operations and facilities planning
- Regional and statewide planning
- Corridor planning
- New mobility: microtransit, micromobility, and strategy
- Transportation demand management and parking
- Strategic and financial planning and management
- Bicycle and pedestrian planning and multimodal access



Foursquare Integrated Transportation Planning (ITP)

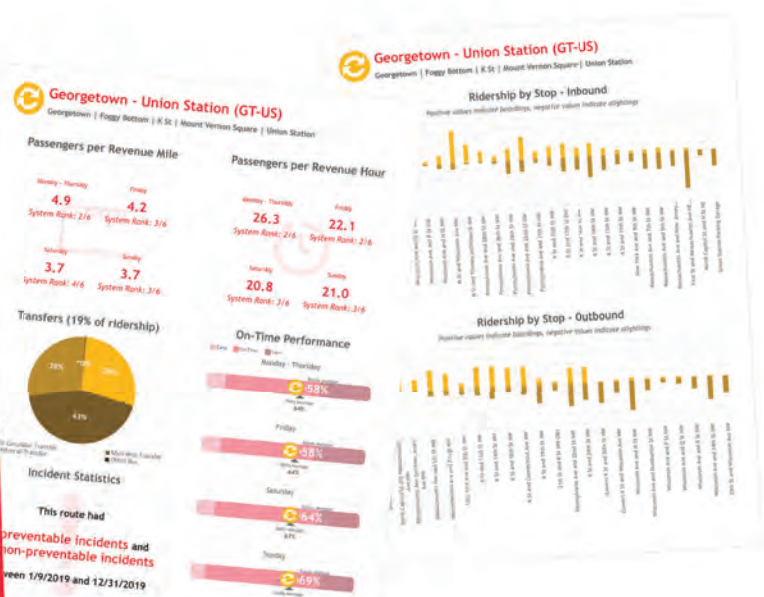
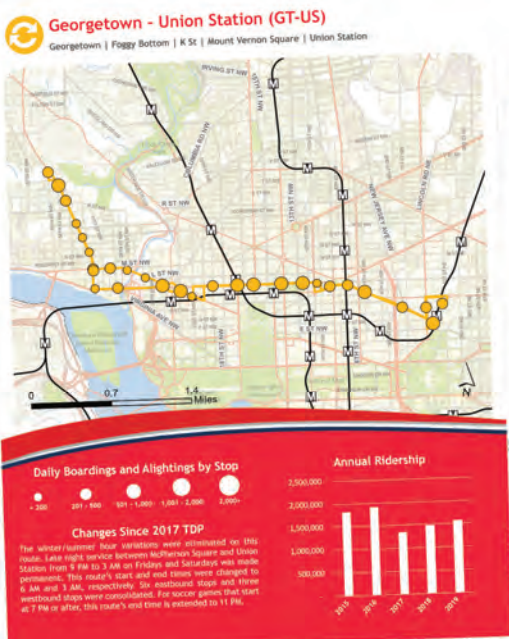
HDR teamed with Foursquare ITP to support the City of Ocala Transit Development Plan Update. Foursquare ITP is a transportation planning firm that provides innovative transportation solutions that are practical, focused, and implementable. Foursquare ITP is a woman-owned corporation founded in 2006 and headquartered in Washington, DC with other locations throughout the eastern U.S. The company is DBE certified in Florida under Florida Department of Transportation's (FDOT) Florida Unified Certification Program (UCP). Foursquare ITP has more than 40 transportation planners, transit service planners, data scientists, GIS experts, and communications, visualization, and transportation demand management specialists.

Foursquare ITP services are complemented by specialized support in three key areas: Data Science, Public and Stakeholder Engagement, and Design and Visualization. Their Data Science Team is at the forefront of cleaning, processing, and visualizing transit data and developing tools and technology that make their work and that of their clients more efficient and accurate. Their design and visualization team focuses on conceptual design, renderings, and compelling graphics to better communicate the plans that they develop.

In the past five years, the Foursquare ITP team has worked on more than 100 transit service planning projects, ranging from transit development plans, or similar, to service equity analyses. In Florida, most recently Foursquare ITP completed the Jacksonville Transportation Authority (JTA) FY2019 - FY 2029 Transit Development Plan and led the transit component of both the LYNX SR435 Corridor Study and the Southeast Florida 2045 Regional Transportation Plan that included transit needs analysis, scenario planning, and mid to long-range multimodal transit recommendations.

The firm's smaller size and dedicated employees allow Foursquare ITP to offer clients a nimble organization that provides unparalleled customer-focused service. Foursquare ITP is a team partner comprised of smart, driven, creative, and passionate transportation and transit planners who take great pride in their work and in getting the best solutions for clients and the communities they serve.

DC Circulator Transit Development Plan



B) Qualifications and Experience

HDR brings together the right talent to develop the right solutions. We specialize in planning, engineering, architecture, environmental, and construction services. HDR is consistently ranked among the top firms by leading industry publications, including Engineering News-Record and Architectural Record. With more than 10,000 employees in more than 215 locations around the world, we think global and act local.

To enhance and complement the services provided by HDR, we teamed with Foursquare Integrated Transportation Planning (Foursquare ITP), a certified DBE. Foursquare ITP provides high-quality planning services to public transit, local and state transportation agencies across the country. Their service and operations planning assignments have encompassed many modes of transit, for both short and long-range projects. We selected Foursquare ITP primarily due to their successful track record in developing transit plans for agencies across the country, and their strong analytical

HART Marion Transitway, Tampa, FL



and visualization capabilities to examine transit systems and effectively communicate findings through easily understood charts, tables, graphics, and dashboards. They process and analyze transportation travel data in a meaningful way to inform decision-makers about travel needs.

Together, HDR and Foursquare ITP will provide the City with unparalleled technical expertise in transit planning and design and the ability to better match resources to the City's mobility needs. We will bring our detailed knowledge of both the City's transit system and the regional transportation and land use context and combine it with innovative approaches to community engagement to deliver a plan that responds to community, stakeholder, and city council goals and objectives.

Local Presence with Depth of Resources for Transit Planning

Our Project Manager Brian Waterman is a lifelong Florida resident and several other members of our team live and work in the Central Florida area. In addition, it would be difficult to match the experience and level of knowledge of Florida transit of Ed Coven, our Project Principal, who will ensure our work meets and exceeds the City's expectations for a successful TDP. Our team is also supported by national transit experts that are excited to work with such a dynamic city at the cusp of a transit transformation. We are accustomed to working remotely, traveling to be on-site, and

working in client's offices, when safe to do so. We recognize that staffing needs can change throughout the life of a project, and we are easily able to supplement the staff shown in the organization chart in order to maintain the project schedule and the quality of work.

We are invested in the community and will work as an extension of City staff to solve problems with innovative, cost-effective solutions.

The following pages highlight projects similar in scope with descriptions and references.

HDR Florida Transit

With offices conveniently located near Ocala, our team is available to support this transit plan update to meet the schedule for delivery by September 2022.

HDR office locations near Ocala:

- Tallahassee, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL

Additional local and national resources are available who are familiar with Florida transit issues.

FDOT LYMMO, Orlando, FL



Bay Town Trolley Comprehensive Operations Analysis and Transit Development Plan Major Update, *Panama City, FL*

In 2016, the Bay County Transportation Planning Organization (TPO) took over the local public transportation system. The change allowed for more direct oversight of the management of system while using a private company (FirstTransit) to operate the system. HDR was hired to provide guidance in meeting Federal Transit Administration (FTA) regulations, such as passenger-mile surveys and Disadvantaged Business Enterprise (DBE) compliance.

After developing a familiarity with the transit system, the TPO hired HDR to complete a Comprehensive Operations Analysis (COA) and a TDP Major Update for the system. A COA provides a thorough look at the existing system to determine if the agency has the resources it needs to meet its mission and where improvements can be made to improve the efficiency of the system. Through a combination of evaluating each route; talking to existing customers, operators, and key stakeholders; and assessing the socioeconomic conditions in the county, different network scenarios were identified to improve the operation of the system. Each of these scenarios were tested in a dynamic scheduling software package to determine which was one was the best fit for the service area. The desired alternative was selected and is moving towards implementation. Building off the COA, HDR reached out to the larger community to identify where they wanted to go. The TDP identified different projects such as frequency improvements and service to new areas to better meet the needs of the community and attract new riders. Once the projects were identified, a 10-Year Financial Plan and Implementation Strategy was created and presented to Bay County.

CONTACT PERSON AND TITLE: Lamar Hobbs, Transit Program Administrator

Bay County Transit | 1021 Massalina Drive | Panama City, FL 32401

Phone: 850-248-8161 | Email: lhobbs@baycountyfl.gov

LENGTH OF RELATIONSHIP: 1 year, 7 months | **CONTRACT VALUE:** \$297,000



Scope of Services

- Service Planning
- Scenario Planning
- GIS/ITS
- Public Engagement and Marketing

Escambia County Area Transit Development Plan

Pensacola, FL

Escambia County's 10-Year Transit Development Plan (TDP) was initiated by Escambia County Area Transit (ECAT) in 2020 and completed in 2021. Today, ECAT provides fixed-route bus service in the Pensacola area (including specialized services such as the University of West Florida On-Campus Trolley and the Beach Trolley) and paratransit service countywide.

The TDP initiative was branded as Your Service, Your Say to highlight the critical role the community took in the development of this long-term transit plan. Throughout the TDP process, public input from stakeholders and the general public was collected to evaluate the existing state of the transit network in Pensacola and to identify gaps in service.

In addition to a comprehensive public engagement approach, an in-depth analysis of several key baseline conditions were evaluated to include area demographics, transportation connectivity opportunities, land use, population and employment growth, and transportation dependent populations. This analysis was used alongside public engagement to create a baseline for the development and assessment of alternative scenarios and potential projects.

CONTACT PERSON AND TITLE: Rodriques A. Kimbrough, Deputy Director of Mass Transit - ECAT

Escambia County | 1515 W. Fairfield Drive | Pensacola, FL 32501

Phone: 850-595-3221 | Email: rkimbrough@myescambia.com

LENGTH OF RELATIONSHIP: 12 months | **CONTRACT VALUE:** \$262,000



Scope of Services

- Service Planning
- GIS/ITS
- Public Involvement
- Demographics

Emerald Coast (EC) Rider Transit Development Plan

Fort Walton Beach, FL

In these changing times with new, competing transportation modes, it is important for transit agencies to implement service plans that are efficient and attractive to riders. The Okaloosa County TDP Major Update embodies Okaloosa County's efforts toward improving the EC Rider transit service. The key outcome of this initiative is a community inspired plan to enhance the current system and to build a transit network that meets the needs of current and future users.

The TDP update process included the identification of a set of goals, objectives, and performance measures to chart a trajectory path for identification of future transit improvements. These efforts included conducting numerous public outreach activities involving interviews with community leaders and stakeholders as well as online and in-person surveys to better understand the needs of the community.

Defining public transit needs started with the assessment of baseline conditions including socioeconomic characteristics, land use, and travel and mobility characteristics. This information along with the evaluation of existing transit services provided a snapshot of the current operating environment for transit within Okaloosa County. The TDP update process incorporated the assessment of demand and mobility needs to identify short and long-term improvements to the EC Rider system, ranging from adding more bus stops to providing weekend service to adding coverage in new areas. The prioritization of proposed improvements focused on solidifying the EC Rider's foundation as an important precursor to any expansion, with such solidification alone providing a surprising boost to ridership.

Beyond the EC Rider system itself, a corridor transit study for the US-98 corridor in Destin was incorporated as part of the TDP update process. This corridor is a major activity generator for the beach area in Okaloosa County and generates significant mobility demand for visitors, commuters, and residents alike. To improve mobility options, a comprehensive program of urban planning and design policies that complement the proposed enhancements to the EC Rider system was identified. Over time, these policies would help transition the corridor away from its current auto-oriented format to one that is much more dense, walkable, and transit-friendly.

CONTACT PERSON AND TITLE: Tyrone Parker, Transit Division Manager

CONTACT INFO: Okaloosa County, 600 Transit Way, Fort Walton Beach, FL 32547

Phone: 850.833.9168 Email: tparker@myokaloosa.com

LENGTH OF RELATIONSHIP: 1 year | **CONTRACT VALUE:** \$262,000



Scope of Services

- Corridor Plan
- GIS/ITS
- Public Engagement and Marketing



Jacksonville Transportation Authority Major Transit Development Plan Update, Jacksonville, FL

Foursquare ITP developed a state-required major Transit Development Plan update that evaluates existing service and includes specific strategies to help the agency meet its goals and the transit needs of the region over a ten-year period. JTA provides transit service to a very large geographic area with varied land use through a variety of fixed-route bus, bus rapid transit, on-demand and flexible transit, ferry, and skyway services.

Foursquare ITP developed a comprehensive evaluation of the market, travel flows, and existing service—married with extensive public and stakeholder input—to create both cost-constrained and visionary transit plans to guide the agency. The strategies focused on integration between modes, use of innovative methods to serve customers, matching levels of service to demand, service simplification, and providing improved connections to jobs. The major TDP update was approved by the JTA board and implementation will occur in phases over the ten-year period.

As the prime contractor and technical lead on all parts of the project, Foursquare ITP was instrumental in creating this detailed and implementable TDP. Several phases of public, stakeholder, and intra-agency outreach were conducted to support the detailed technical work. The planning work included transit recommendations that will ultimately support the upcoming AV pilot for JTA by redesigning the network so that routes serve as feeders into the AV pilot track. Foursquare ITP utilized the Transit Boardings Estimation Simulation Tool (TBEST) to project ridership, which was used to prioritize the recommendations into short and mid-range transit networks. Finally, we developed an implementation plan detailing the policy and operational steps necessary to implement the new services and a financial plan outlining the operating cost and capital investment impacts to the agency.

CONTACT PERSON AND TITLE: Geanelly Reveron, Program Manager, Long Range & Regional Planning

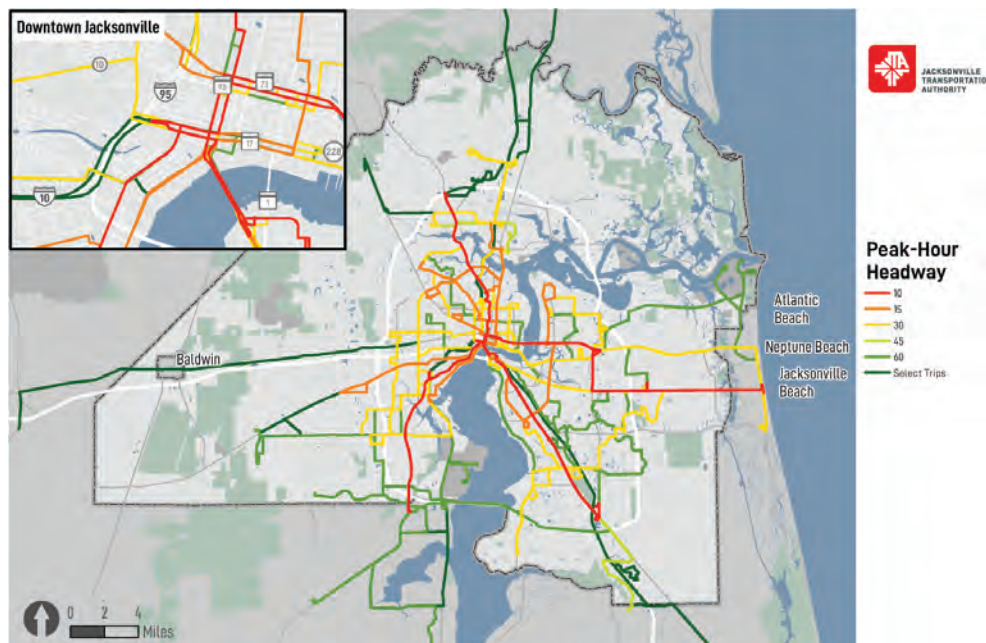
CONTACT INFO: 12 Jacksonville Transportation Authority (JTA) | 100 LaVilla Center Drive | Jacksonville, FL 32204 | Phone: 904-630-3122 | Email: Greveron@jtafla.com Phone: 904.630.3162 Email: crohan@jtafla.com

LENGTH OF RELATIONSHIP: 11 months | **CONTRACT VALUE:** \$341,000



Scope of Services

- Service Planning
- Transit Service Planning
- BRT and Bus Priority Treatments
- Data Cleaning and Processing
- Engagement: Public, Stakeholder, Operating Staff
- GIS Analysis, Methods, Visualization
- Microtransit
- Ridership Forecasting
- Survey Design and Analysis
- Process Automation
- Data Visualization
- Comprehensive Operations Analysis



Suffolk Transit Strategic Plan

Suffolk, VA

Foursquare ITP led this plan that will guide service development within the City of Suffolk over the next 10-years. The Transit Strategic Plan, which evolved from a Transit Development Plan, provides a framework for actionable recommendations for service delivery and improvement that incorporate existing capital and operating revenue constraints, while also identifying unmet or unfunded needs and a mid- and long-term visions for transit in the region, incorporating new service delivery options where applicable.

The 10-month study included an overview of the existing transit system, a review of the agencies progress in meeting previously established goals and objectives, and analyses of current service performance and the market for transit service in the region. Foursquare ITP staff developed service improvement recommendations and a phasing plan informed by a three-variable financial model. The final plan also included ridership forecasts for both the fixed-route and on-demand services. In addition, the study included a robust outreach process focused on engaging key stakeholders, members of the public, and front-line staff such as drivers and dispatchers.

CONTACT PERSON AND TITLE: Maria Ptakowski, Transit Manager

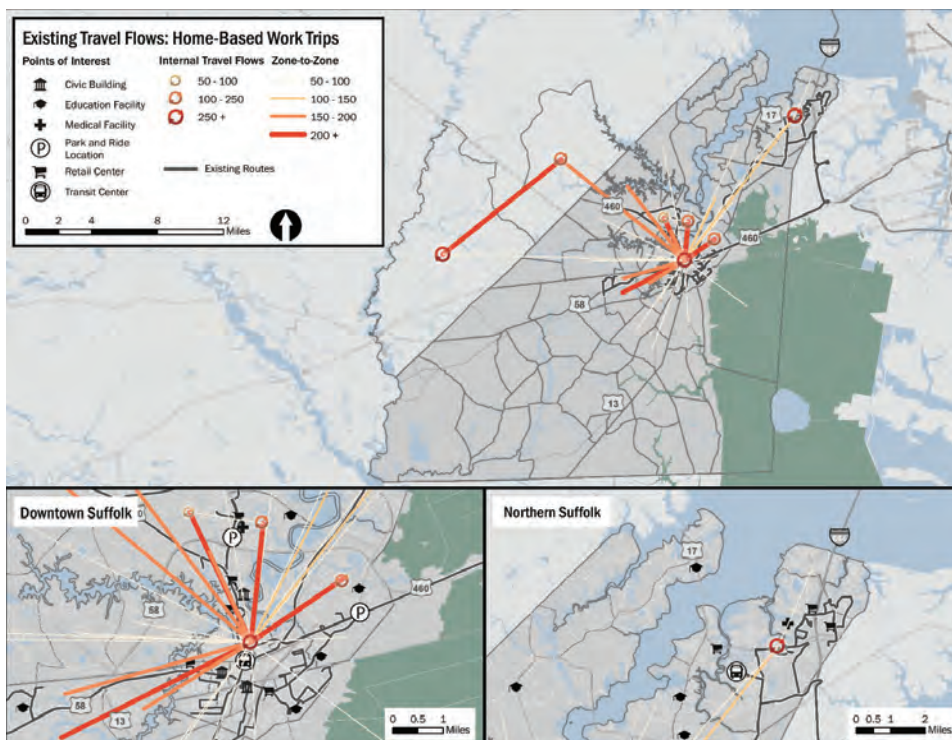
CONTACT INFO: City of Suffolk | 800 Carolina Road | Suffolk, VA 23434 | Phone: 757-514-7641 | Email: mptakowski@suffolkva.us

LENGTH OF RELATIONSHIP: 1 year, 4 months | **CONTRACT VALUE:** \$107,000



Scope of Services

- Transit Service Planning
- Data Cleaning and Processing
- GIS Analysis, Methods, Visualization
- Performance Measurement



Project Manager

Brian Waterman, AICP
Project Manager
Email: brian.waterman@hdrinc.com



PROFESSIONAL RECOGNITION

- Center for Urban Transportation Research Transit Manager Certification Program, 2015
- Transit Cooperative Research Program Ambassador, 2015-2018
- TRB Standing Committee Member on Transit Capacity and Quality of Service, 2016-2022



Bay Town Trolley

Brian Waterman, AICP

Brian is a Senior Transportation and Transit Planner with over 20 years of experience in operations, budget development, research and outreach with a broad range of internal and external stakeholders and community partners. He is focused on working with government agencies and communities to improve transit efficiency, integrate technology, and respond to community area dynamics to meet goals for enhanced mobility.

Brian's track record of transit development work as project manager can be seen in his recent and growing list of transit planning projects along the Emerald Coast and statewide. More details on these projects can be found on Brian's resume in this section.

- **Emerald Coast (EC) Rider Transit Development Plan**, Fort Walton Beach, FL
- **Bay County Transportation Planning Organization, Bay Town Trolley Comprehensive Operations Analysis and Transit Development Plan Major Update**, Panama City, FL
- **Escambia County Area Transit Authority, Transit Development Plan**, Pensacola, FL
- **Florida Department of Transportation (FDOT), Affordable Housing and Transit Study**, Statewide, FL

Prior to joining HDR, Brian managed the Planning Division of StarMetro, the mass transit provider for the City of Tallahassee which provides both fixed-route and demand-ride services with 14 routes. He was responsible for route planning, analysis, transit policy, system development, route scheduling, and building community partnerships with a host of stakeholders. Brian initiated and oversaw the complete redesign of the route structure to improve efficiency, ridership, and other performance measures. He developed and implemented two deviated routes and service from a rural county to Tallahassee.

Brian is dedicated to researching transit industry and trends and is currently working toward his PhD in Transportation Planning at Florida State University with an anticipated graduation of 2024.





Brian Waterman, AICP

Project Manager

Brian is a Senior Transportation and Transit Planner has with over 20 years of experience in operations, budget development, research and outreach with a broad range of internal and external stakeholders and community partners. He strives to provide clients with his passion for improving transit efficiency, meeting customer needs and integrating technology.

RELEVANT EXPERIENCE

EDUCATION

Master of Science, Urban Planning

Bachelor of Science, Geography and Planning

REGISTRATIONS

American Institute of Certified Planners (AICP), United States National Registration, No. 021136

INDUSTRY TENURE

20 years

HDR TENURE

4 years

Bay County Transportation Planning Organization, Bay Town Trolley Comprehensive Operations Analysis and Transit Development Plan Major Update

Panama City, FL

Project Manager. HDR completed a systematic review of the Bay Town Trolley Transit System to gain an understanding of how well it is delivering services to its customers, identify route restructuring and infrastructure placement opportunities to bring service back to pre-Hurricane Michael levels, and developing a 10 year strategic transit plan. The work included significant public engagement, developing route profiles, and identifying opportunities for expansion. The development of the COA involved modeling different route configurations to improve on-time performance, decrease travel time, and provide greater opportunities for customers to get to key destinations. As project manager, I served as the voice of the client to the project team, making sure the client's needs were being met by asking questions on service delivery, bus operations, project feasibility, and implementation costs.

Bay County Transportation Planning Organization, Bay Town Trolley General Planning Consultant

Panama City, FL

Project Manager. HDR was selected to serve as the General Planning Consultant for Bay Town Trolley through the Bay County Transportation Planning Organization. Worked with the agency to develop policies and procedures to conduct Passenger Mile Surveys for the National Transit Database (NTD).

Escambia County Area Transit Authority, Transit Development Plan

Pensacola, FL

Project Manager. The TDP update process included the identification of a set of goals, objectives, and performance measures to chart a trajectory path for identification of future transit improvements. These efforts included conducting numerous public outreach activities involving interviews with community leaders and stakeholders as well as online and in-person surveys to better understand the needs of the community.

Emerald Coast Regional Council, (EC) Rider Transit Development Plan

Fort Walton Beach, FL

Project Manager. Brian led the efforts to develop a long-term transit plan for a small urban transit system with a tourism-based economy. The goals of the TDP are to increase system awareness, improve system awareness, and identify innovative ways to connect customers to hospitality jobs on the beach from residential communities in the northern part of the county. The TDP will be financially constrained and provide strategies to increase ridership and grow the system. In addition, Brian took the time to ride key routes in the system to gain an understanding of the customers' experience. These ride-alongs and subsequent interactions with customers and operators identified challenges with navigating the system and led to proposing innovative and cost-effective solutions that should improve system performance.



Ed Coven

Project Principal | QA/QC

Ed has 37 years of experience in Florida transportation planning and state grant programs. Prior to joining HDR, Ed served for 23 years as FDOT's State Transit Manager and was responsible for transit grants and finance, planning and automation, as well as safety and transit operations. He developed Florida's New Starts Transit Program, which led to FDOT's funding and development of the SunRail Commuter Rail system, as well as ongoing rail transit, BRT and bus corridor, and demonstration projects across the state. Ed served as Commissioner and Advisor with the Florida Commission for the Transportation Disadvantaged. As Chair of FDOT's Statewide Planning and Modal Development Managers group, Ed was the Department's lead contact with FTA, state and national level professional organizations, and Florida's transit agencies. In September of 2019, Ed was inducted into the Florida Transit Hall of Fame by the Florida Public Transportation Association.

EDUCATION

MSP, Urban and Regional Planning, Florida State University, 1983
B.S., Geography, Florida State University, 1981

INDUSTRY TENURE

37 years

HDR TENURE

2 years

**Experience outside of HDR*

RELEVANT EXPERIENCE

FDOT Central Office, State Funded New Start/Small Start Guidance

Tallahassee, FL

Project Principal. Ed authored "FDOT Guidelines for Rail Transit and BRT Advancement Outside of the FTA Capital Investment Grant Program." The guidance assisted FDOT by providing a process and program criteria for the application, review, project rating, and approval of funding requests for state funded rail transit and BRT projects in Florida.

Cambridge Systematics, FDOT New Starts Task Team

Statewide, FL

Project Principal. Ed served as part of the team to provide professional and technical consulting services to assist the FDOT Project Manager and New Starts task team. This team was appointed to develop rating criteria and implement the application and project rating process for the State New Starts Transit Program.

FDOT District 6, Bus on Shoulders Julia Tuttle Causeway

Miami-Dade County, FL

Project Principal. Ed performed gap analysis and report on existing plans and documentation to advance a bus on shoulder project connecting the City of Miami with the City of Miami Beach.

FDOT Transit Office, State Transit Manager*

Tallahassee, FL

Ed managed the Department's Transit Office, serving as principal advisor on all statewide transit rail, bus, paratransit and commuter services programs. He lead the staff of professional positions in developing, managing, and implementing state and federal transit grant and funding programs, transit planning, and transit operations programs such as bus procurement and transit safety oversight. Ed also served as primary liaison to the FTA for all programs, including the development and funding of major capital facilities. He was responsible for the development and implementation of Florida's New Starts Transit Program, which included project development and the securing of state and federal funding for the development of passenger rail and bus rapid transit systems. Recent projects include the SunRail commuter rail system in central Florida, the extension of Miami's Metrorail to Miami International Airport, and the implementation of the I-95 Express Bus Services on the managed express lanes in South Florida. Ed served in chair or leadership roles on boards and committees including modal work groups for development of the Florida Transportation Plan and Strategic Intermodal System and the Modal Applications Working Group of the Florida Automated Vehicles Committee.



Adriana Rodriguez, PE

Current & Future Conditions | Goals & Objectives

Adriana's experience involves a variety of projects including corridor studies, transit development plans, master plans, public involvement, and traffic analyses for government agencies. Her typical responsibilities include traffic analyses, development or review of technical reports, and regular interaction with clients.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Civil Engineering, University of Central Florida, 2011

Master of Civil Engineering, Transportation Engineering, University of Central Florida, 2013

REGISTRATIONS

Professional Engineer
Florida No. PE87823

PROFESSIONAL

MEMBERSHIPS

Transportation Research Board, 2016-2021

INDUSTRY TENURE

10 years

HDR TENURE

5 years

LYNX Transit Development Plan Major Update and Route Optimization Study

Orlando, FL

Deputy Project Manager for the preparation of the FY 2018-2027 major update of the Ten-Year Transit Development Plan serving as basis for defining public transportation needs within the LYNX service area. Responsibilities include: data collection and analysis, development and review of technical reports, public involvement activities, and management coordination meetings.

LYNX, SR 50 Bus Rapid Transit Station Analysis

Orlando, FL

Deputy Project Manager. The station area analysis further prepared the region to incorporate high capacity transit along SR 50 by analyzing 14 proposed station locations identified in the 2013 SR 50 Alternatives Analysis. The analysis of station areas included Transit Oriented Development (TOD) assessment, preliminary station locations, station design, pedestrian/bicycle connectivity, and environmental assessment.

FDOT District 4 Park-and-Ride Master Plan

Districtwide, FL

Task leader for the development of a comprehensive planning document to guide the short-term and long-term needs of FDOT District 4 Park-and-Ride Master Plan. Responsibilities included Origin-Destination analysis using On-The-Map and Census Transportation Planning Products (CTPP) and park-and-ride demand assessments.

Orange County, International Drive (I-Drive) Transit Feasibility and Alternative Technology Assessment

Orlando, FL

Project Planner. HDR is analyzing the potential of implementing a modern streetcar service or other premium transit alternative as an urban circulator operating within the I-Drive District. The transit is proposed to operate primarily within existing road rights-of-way and identification of stations serving Orange County Convention Center, numerous hotels, and other businesses/attractions.

City of Huntsville, AL, Huntsville High-Capacity Transit Concepts and Corridors

Huntsville, AL

HDR is coordinating with the Huntsville Area Metropolitan Planning Organization (MPO) to develop a High Capacity Transit (HCT) Concepts and Corridors Plan. The purpose of the HCT Corridors and Concepts plan is to develop a long-term vision by identifying corridors for premium transit upgrades in the City of Huntsville area. The proposed goals and objectives for the HCT Corridors and Concepts Plan will relate to urban form, transit productivity, ridership, service area, operations, system efficiency and effectiveness, and financial objectives given new development and ridership patterns. HDR will seek input from stakeholders in the MPO area and analyze other factors affecting the feasibility and cost of a High Capacity Transit Plan (HCP) for the Huntsville metropolitan area. Given the importance of the study vision to the city and the region's surrounding communities, HDR will leverage ESRI Tapestry Segmentation data to analyze the study area and develop intentional and thoughtful strategies to best understand the vision, share project messaging, gather feedback and generate engagement.



Jeff Ultee, AICP, PTP

Demographics

Jeff joined HDR in 2019 and brings over five years of experience in transportation planning, specializing in transit planning and scheduling as well as travel demand modeling. Prior to joining HDR, Jeff served in Transportation Planning at S&ME, in Scheduling & Service Planning at the Nashville Metropolitan Transit Authority, and in Forecasting at the Tennessee Department of Transportation. He brings technical expertise and insight on promoting sustainable, multimodal transportation.

RELEVANT EXPERIENCE

EDUCATION

Master of Urban & Regional Planning, Urban Planning

Master of Science, Civil Engineering

Bachelor of Arts, Mathematics

REGISTRATIONS

American Institute of Certified Planners (AICP), No. 32897

Professional Transportation Planner (PTP), No. 704

INDUSTRY TENURE

5 years

HDR TENURE

2 years

Huntsville Area Metropolitan Planning Organization, High-Capacity Transit Study *Huntsville, AL*

HDR is working with the Huntsville Area Metropolitan Planning Organization to plan for high capacity transit in the Huntsville area. Jeff has utilized previous plans, data, and GIS to identify and evaluate candidate corridors and vehicle technologies.

George & Associates, StarMetro South Side Transfer Center *Tallahassee, FL*

As a subconsultant to George & Associates, HDR provided bus operational planning and architectural services for a proposed bus transfer station. Jeff has analyzed the times in which buses would arrive and depart the facility to estimate the number of bus bays needed.

Emerald Coast Regional Council, Bay Town Trolley Transit Development Plan and Comprehensive Operational Analysis *Bay County, FL*

HDR completed a COA and a TDP Major Update for the system. The desired alternative was selected and is currently moving toward a January 2022 implementation. Jeff developed profiles of existing routes, evaluated scenarios in the COA portion for cost and operational feasibility, and forecasted ridership of future year scenarios. He is also utilizing Optibus to develop schedules, driver paddles, and related materials.

Emerald Coast Regional Council, Emerald Coast Rider Transit Development Plan *Okaloosa County, FL*

The Okaloosa County TDP major update is a plan to guide the growth and development of the EC Rider system over a 10 year horizon. It also included corridor complete street concepts. Developing this plan involved setting goals, objectives, and performance measures; extensive outreach to the public, community leaders, and stakeholders; analyzing existing and future conditions; and devising a path forward. Jeff's responsibilities included

developing goals and objectives, assessing existing study area and transit system conditions, devising short term and long term plans, forecasting ridership and costs from implementing plans and developing a 10-year financial plan to determine funding sources to maintain and enhance the system.

Emerald Coast Regional Council, Escambia County Area Transit, Transit Development Plan

Escambia County, FL

The Escambia County TDP major update is a plan to guide the growth and development of the ECAT system over a 10 year horizon. Developing this plan involved setting goals, objectives, and performance measures; extensive outreach to the public, community leaders, and stakeholders; analyzing existing and future conditions; and devising a path forward. Transit Development Plan (TDP) to provide direction to the Escambia County Area Transit system over a 10-year horizon. Jeff assessed existing transit system conditions, ridership forecasts, and costs from implementing alternatives.

Orange County Planning Department, Orlando/Orange County International Drive (I-Drive) Feasibility and Technology Assessment/I-Drive Transit Study

Orange County, FL

The I-Drive Transit Feasibility and Alternative Technology Assessment (TFATA) analyzed the potential of implementing a premium transit service, such as modern streetcar or premium bus, as an urban circulator operating within the I-Drive District. The study area for a potential premium transit service was determined. Jeff analyzed potential transit vehicle technologies, potential transit route alignments, existing transit ridership, surveys of existing transit riders, and proposed hub and station locations. Additionally, he engaged with visitors, residents, and stakeholders during on-board surveying and public meetings.



Malahia Crisp

Peer Analysis | Implementation Plan

Malahia's background and experience is in transit safety at HDR with prior work experience in rail safety working for FDOT Central Office. She is currently supporting transit planning efforts for the development of multiple Transit Development Plans with a broad range of duties from scenario planning to financial analysis. She has also played a key role in the development of multiple transit grant programs and safety projects across the state.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Science,
Marketing, Florida State
University, 2016

INDUSTRY TENURE

4 years

HDR TENURE

1 year

FDOT, Key West Intermodal Center Feasibility Study

Tallahassee, FL

Transportation Planner. HDR is conducting an assessment to determine the feasibility of completing the Key West Intermodal Center (KWIC) project. The assessment includes a review of existing planning documents to address traffic and congestion in the City of Key West. Malahia is assisting with the analysis of existing conditions and feasibility of alternatives.

FDOT, Federal Transit Grant Programs,

Tallahassee, FL

Transportation Rider. HDR conducted a formula review and sensitivity analysis for the 5305(d) program. This included the development of several scenarios to assess the potential effects of COVID-19 on performance metric reporting. Malahia provided support to the FDOT Central Office, as part of the Transit Grants and Section 5305(d) program to assist with this analysis.

West Florida Regional Planning Council, Bay Town Trolley Safety Plan

Panama City, FL

Transit Safety Specialist. HDR prepared a Public Transportation Agency Safety Plan (PTASP) to submit to the Federal Transit Agency (FTA) pursuant with 49 C.F.R. Part 673. This plan was developed to establish safety performance targets, a comprehensive training program, and risk management guidelines and to promote a positive safety culture throughout the organization. Malahia coordinated with Bay Town Trolley staff to establish safety procedures and ensure federal compliance.

West Florida Regional Planning Council, Bay Town Transit Development Plan

Panama City, FL

Transportation Planner. HDR was hired to provide guidance in meeting Federal Transit Administration (FTA) regulations, such as passenger-mile surveys and Disadvantaged Business Enterprise (DBE) compliance. After developing a familiarity with the transit system, HDR completed a COA and a TDP Major Update for the system. The desired alternative was selected and is currently moving toward a Fall 2021 implementation. Malahia is coordinating the development of a major update to the TDP including the development of a 10-year cost analysis and financial plan.



Austin Britt

Travel Patterns

Austin is an Urban and Transportation Planner with a background in environmental science, education, community development, and resiliency planning. He has worked with both local governments and nonprofit organizations to improve bicycle, pedestrian, and micro-mobility infrastructure. Austin has been involved in the research, development, and presentation of multiple community education documents relating to urban planning, developing planned communities focused on workforce housing, and curating disaster mitigation plans, assessments, and recommendations. He is passionate about disaster preparedness and mitigation as well as helping to provide equitable access to transportation options for all residents in a community.

RELEVANT EXPERIENCE

EDUCATION

Master of Science, Urban and Regional Planning, University of South Florida, 2021

Bachelor of Science, Environmental Science, Florida State University, 2016

INDUSTRY TENURE

1 year

HDR TENURE

1 year

**Experience outside of HDR*

City of Ormond Beach, Avalon Park Traffic Impact Analysis

Ormond Beach, FL

Document Review. As a part of our Continuing Transportation Planning and Engineering Services contract, HDR was tasked to assess the impact of Avalon Park on local transportation. HDR evaluated several elements, including traffic distribution, trip generation, background growth, and system improvements to support the development.

Florida's Turnpike Enterprise, Northern Turnpike Corridor Owners' Representative (MCORES)

Marion, Sumter, Citrus, and Levi Counties, FL
Document Review. HDR is providing owner's representation for the Multi-Use Corridors of Regional Economic Significance (MCORES) Program, Northern Turnpike Corridor. The contract objectives are to provide technical guidance, support staff, and production services (Planning, PD&E, Surveying, Design, Permitting, R/W Support, Geotechnical, Cost Estimating, and Construction Support) for the development of the corridor. HDR is also providing management of other consultant firms hired for specific technical tasks.

Forward Pinellas, Planning Intern*

Pinellas County, FL

While interning for Forward Pinellas, Austin worked on a variety of projects which included Trends and Conditions report updates, Long-Range Transportation Plan revisions, Land Use planning projects, State of the System Updates, Level of Service Report updates, Equity Analysis Review, ADA Compliance, and Technical Assistance Applications. Austin also created and presented an orientation guide for new members of the Planners Advisory Committee (PAC) as well as completing an ArcMap GIS analyses of multiple components within the county.

Tampa Downtown Partnership, Planning Coordinator*

Tampa, FL

While interning at the Tampa Downtown Partnership, Austin assisted in the coordination and implementation of the Lift Up Local Economic Recovery Plan services and projects, the downtown parklet, Unity Mural Day, Walk [Your City], and Selmon Greenway Improvements. Austin also collected data and created presentations for the Downtown Urban Design Committee, the Channel District CRA, and the Downtown Transportation Committee.



Peter Ogonowski, PhD

Financial Plan | Goals & Objectives

Dr. Ogonowski is a professional economist with 21 years of experience specializing in economic/financial feasibility (Benefit-Cost Analysis), economic impacts, and macroeconomic analyses related to transportation infrastructure projects domestically and internationally.

RELEVANT EXPERIENCE

EDUCATION

Doctor of Philosophy
in Business, Capella
University, 2016

Master of Arts in
Economics, York
University, 1999

Honors Bachelor of Arts
in Economics, Urban &
Economic Geography,
and Criminology,
University of Toronto,
1998

INDUSTRY TENURE

21 years

HDR TENURE

4 years

PROFESSIONAL

AFFILIATIONS

Valencia College/UCF
Downtown & West
Campuses, Orlando
Economics Faculty

The Transportation
Research Board
(Economic Development
and Land Use Committee,
and Economics, Revenue,
and Finance Committee)

FDOT, SET Economic Analysis Tool, 2018-2020

Dr. Ogonowski has participated in updates and enhancements to the SIS Economic Tool (SET). The SET facilitates expedited economic evaluations of proposed transportation investments on the Strategic Intermodal System (SIS) statewide. The SET consists of two primary modules: ROI/BCA; and EIA. FDOT, SunRail Phase 2 South Capacity Improvements, CRISI Grant Application - BCA, 2020

Dr. Ogonowski prepared the benefit-cost analysis component of this project CRISI grant application, which included a collection of multiple pertinent inputs, derivation of the BCA metrics, and results preparation adhering to the federal guidelines. This application yielded an allocation of about \$5.7 million for the Client.

Mississippi DOT, Hattiesburg Western Beltway Economic Impacts

Dr. Ogonowski forecasted the economic impacts of the different alternatives of the proposed beltway highway corridor around Hattiesburg, Mississippi. This analysis involved an application of the IMPLAN model for projecting economic impacts, such as changes in employment, and economic activity/value added for the Study Area Region.

Osceola County, FL, Neptune Rd. Improvements Project, RAISE/BUILD Grant Applications - BCA, 2021, 2020, and 2018

Dr. Ogonowski prepared the benefit-cost analysis component of the RAISE/BUILD grant applications for funding of improvements to Neptune Rd. in St. Cloud, FL for Osceola County. This included a derivation of the BCA metrics, and results/documentation preparation adhering to the US DOT guidelines.

FDOT, TransValU Tool, 2017-2019

Dr. Ogonowski has participated in updates and expansion of the TransValU tool. TransValU is a spreadsheet-based tool which can be used to perform BCA, EIA, and financial analysis of various multi-modal transportation investment projects in Florida.

Broward County, Port Everglades Slip 1 Expansion Project, INFRA Grant Application - BCA, 2020

Dr. Ogonowski co-managed this INFRA grant application for federal funding to cover a set of improvements at Port Everglades, Slip 1 in Fort Lauderdale. He also prepared the benefit-cost analysis component of the application. This included a compilation of the various relevant inputs, derivation of the BCA metrics, and results/documentation preparation adhering to the US DOT guidelines.

Florida DOT, SR 60 Passing Lanes, BUILD Grant Application, 2019

Dr. Ogonowski led the benefit-cost analysis part BUILD grant application for addition of passing lanes on SR 60 in Osceola County. The preparation was conducted in accordance with the federal guidelines.

FDOT, Rail-Highway Grade Separation Benefit-Cost Analysis Tool, 2019

Dr. Ogonowski developed a benefit-cost analysis tool for evaluation of rail grade separate crossing projects in Florida to aid FDOT Central Office and the Districts in their project prioritization and selection decision making.

Seminole County, CR 419 Widening, RAISE Grant Application, 2021

Dr. Ogonowski led the benefit-cost analysis component of this RAISE grant application program for a road widening projects in the City of Oviedo/Orlando Metro area. This included derivation of the BCA metrics, and results/documentation preparation in accordance with the US DOT guidelines.

Broward MPO, Port Everglades Intermodal Freight Connector Project, BUILD Grant Application - BCA, 2018

Dr. Ogonowski prepared the benefit-cost analysis component of this BUILD grant application for funding to cover a set of improvements at Port Everglades in Fort Lauderdale. This included a compilation of the various relevant inputs, derivation of the BCA metrics, and results/documentation



Todd Hemingson, AICP

Financial & Implementation Plan | Technology & Emerging Mobility

Todd Hemingson has 29 years of broad-based transportation planning experience, with a focus on public transportation and mobility planning. Prior to joining HDR, Todd spent 13 years as the VP and EVP of Planning & Development at Capital Metro in Austin, where he led the agency's service planning, analysis, sustainability and transit oriented development departments. Todd has led three comprehensive operational analyses / transit network redesign efforts at three different transit agencies; led the planning and implementation of two new BRT lines funded with a \$38M Federal grant; initiated an innovative transit speed and reliability program and mobility on demand pilot; and managed a diverse group of projects and initiatives to optimize public transportation services. He excels at synthesizing complex technical information and conveying it effectively through written reports and presentations to stakeholders, elected officials and the public.

Todd is recognized as a transit leader, having participated in more than a dozen Transit Cooperative Research Program studies, graduated from the APTA Transit Leadership Program, and served as member of numerous APTA and TRB committees.

EDUCATION

Bachelor of Arts,
Geography, University of
Texas at Austin, 1989

Master of Science,
Community and Regional
Planning, University of
Texas at Austin, 1992

INDUSTRY TENURE

29 years

HDR TENURE

2 years

RELEVANT EXPERIENCE

VIA Metropolitan Transit Comprehensive Professional Services Consultant

Project Manager- Todd assumed the role of Project Manager for an \$8M+ contract with VIA Metropolitan Transit providing a broad range of transit service and facility planning, engineering, financial, public engagement and other professional services to the agency. He also leads several task order assignments including work on a new bus maintenance facility and bus electrification program; redevelopment of an existing transit center with joint development and TOD; and facilities assessments in compliance with the FTA State of Good Repair program.

North Central Texas Council of Governments Collin County Transit Planning Study, Service

Planning Lead- Led countywide transit planning component of study assessing the current and future transit opportunities and recommending service, funding and governance approaches for the future with a focus on microtransit and mobility on demand services. Work includes developing a comprehensive transit needs assessment; transit market analysis; land-use analysis; scenario development and evaluation; funding plans and implementation strategy development.

Dallas Area Rapid Transit (DART) Transit System Plan Completion

Project Manager- As a task under HDR's General Planning Consultant contract, Todd is supporting DART's effort to complete their Transit System Plan, including developing a graphical, public-friendly set of documents that clearly illustrate how DART plans to address regional mobility needs through 2045. The final product, now in development, is expected to be approved by the DART Board of Directors by late 2021.

Denton County Transportation Management Authority University of North Texas Service Planning

Planning Lead- Todd worked on behalf of the Denton County Transportation Authority to help plan and development their transit services at the University of North Texas. Work there included reviewing and developing recommendations for optimizing transit routes and schedules to/from the campus, and assessing ridership and running times using Automatic Vehicle Location (AVL), Swiftly and Remix to improve the efficiency and effectiveness of service.



Teresa Donaldson

Public Involvement

Teresa is a public relations and brand marketing professional with over 18 years of leadership experience in communications, storytelling, brand development, community relations, and issues management. With strong skills in strategic planning, business development and public involvement, Teresa leads clients in the development of successful communications strategies that promote internal engagement and external awareness and advocacy. Teresa is an organized and energetic manager with a proven track record of producing results.

RELEVANT EXPERIENCE

EDUCATION

Bachelor of Arts,
Communications,
University of Central
Florida, 2003

INDUSTRY TENURE

18 years

HDR TENURE

2 years

MetroPlan Orlando, 2045 Metropolitan Transportation Plan

Orange, Seminole and Osceola Counties, FL
Public Involvement. As a part of MetroPlan Orlando's 2045 Metropolitan Transportation Plan, Teresa supported the stakeholder outreach strategy surrounding the Public Participation Plan. Her responsibilities included the support and facilitation of a strategy session to review stakeholder groups using outreach methods designed to solicit engagement while enhancing communication.

Pasco County, Pasco 2050 Comprehensive Plan Update

Pasco County, FL
Community Outreach. The purpose of the Pasco 2050 Comprehensive Plan Update is to guide future growth in Pasco County, which includes a strategic approach to public engagement. Teresa involves various stakeholders through meaningful engagement opportunities, creates advocates with project branding and storytelling, and implements inclusive involvement strategies with intentional communications.

FDOT District 1, I-75 Master Plan

Sarasota and Manatee Counties, FL
Public Involvement. The Southwest Connect™ I-75 North Corridor is 40 miles in length and traverses the major urban areas of Sarasota and Bradenton. The Master Plan analyzes the existing and expected future traffic, or demand, on the interstate system. This will allow FDOT to focus future efforts and funding by prioritizing the most critical areas. Teresa is responsible for the development and implementation of strategies designed to actively engage the participation of communities, local government leadership, agencies, interest groups and the general public.

Forward Pinellas, Downtown St. Petersburg Mobility Study

Pinellas County, FL
Community Outreach. The Downtown St. Petersburg Mobility Study is engaging the community to help define a vision for multi-modal mobility in the greater Downtown area, looking at ways to improve mobility, livability and economic vitality and identifying and prioritizing transportation projects, large and small. Teresa is leading the public involvement and promotion of the study, including communications, branding, and virtual strategy for public input.

Hillsborough Area Regional Transit, Transit Oriented Development (TOD) Pilot Program

Hillsborough County, FL
Community Outreach. The HART TOD Pilot Program is a study to identify opportunities for improvements in land use, development, and transportation along corridors planned for new Bus Rapid Transit services and extensions of the TECO Streetcar system. The study is led by the City of Tampa, Hillsborough County, and the Hillsborough Planning Commission. Teresa is leading the efforts to promote investment in enhanced public transportation or transit service with the residents of Hillsborough County. Her responsibilities include public outreach strategy development and execution of the plan, which includes various stakeholder involvement.



Trinity Otero

Communications & Survey

Trinity has 19 years of experience and is a member of HDR's Strategic Communications team. As the former Graphics and Brand Supervisor for the City of Orlando, Trinity has led creative teams made up of professional photographers, videographers, and graphic designers. She has designed for every outlet of creative, from print to digital and environmental design.

RELEVANT EXPERIENCE

EDUCATION

A.S., Graphic Design,
Valencia College, 2003

INDUSTRY TENURE

19 years

HDR TENURE

2 years

LYNX, Route Optimization Graphics Support

Orlando, FL

Trinity is currently leading the graphic design component of the ongoing study to restructure the LYNX network of routes.

FDOT District 5, Public Engagement Plan

Districtwide, FL

Public Engagement Strategy Visuals. Trinity is creating a robust internal toolkit for employees to use. This toolkit will help staff understand the difference and measurement of public engagement, public involvement, and public information while highlighting useful strategies and techniques. Trinity also created a decision tree worksheet to assist staff and consultants in determining the appropriate type and level of outreach activities.

MetroPlan Orlando, 2045 Metropolitan Transportation Plan, Orange, Osceola and Seminole Counties, FL

Public Involvement. Trinity supported the stakeholder outreach strategy surrounding the Public Participation Plan, as a part of the organization's 2045 Metropolitan Transportation Plan. Efforts included support and facilitation of a strategy session to review stakeholder groups and outreach methods, designed to solicit engagement and enhance communication.

Complete Streets, Broward Metropolitan Transportation Plan

Broward County, FL

Community Outreach and Education. Trinity created the Prospect Road project scroll site. She used renderings, custom graphics, and photography to show why this project was needed. These high impact visuals were integrated into social platforms and other communication outlets.

ECRider, Transit Development Plan

Okaloosa County, FL

Lead Communications and Visual Designer. Trinity managed all deliverables in Public Involvement efforts for the 10-Year Transit Development Plan Major Update. She created branding specific to the project, wrote social post language and created the strategies behind engaging the public both online and in-person.

Final Environmental Impact Statement (EIS) for the Long-Range Discrimination Radar (LRDR), Missile Defense Agency, Department of Defense (DoD)

Alaska

ADA Remediation Coordination. Trinity coordinated a team of five designers to remediate EIS reports totaling over 350 pages. She created a workflow and project organization that worked seamlessly with the technical writers working on the report.



Stephen Alianiello

Communications & Survey

With more than 15 years of experience providing clients with outreach and engagement strategies as well as fostering multi-modal solutions, Stephen has developed trusted relationships with FDOT, local governments, transit agencies, local planning agencies, and prominent businesses throughout Florida. Stephen is passionate about providing the projects he serves with measurable results that improve quality of life.

RELEVANT EXPERIENCE

EDUCATION

Certificate, M.B.A.,
Business Administration,
University of Central
Florida, 2006

B.S., Management,
University of Central
Florida, 2004

Social Marketing
in Transportation
Certificate, University of
South Florida, 2014

INDUSTRY TENURE

18 years

HDR TENURE

<1 year

**Experience outside of HDR*

City of Tampa, Purify Useable Resources for the Environment

Tampa, FL

Communications Lead. Under this contract, HDR provides strategic communications services in support of the City's development of an outreach plan for the public. Stephen created the framework for a citywide Speakers Bureau and guided the City through the launch of a pilot Ambassador Program and coordinated the logistics associated with the facilitation of these programs.

Mississippi DOT, Highway-Rail Grade Crossing State Action Plan

Statewide, MS

Communications Coordinator. As part of the Strategic Communications team, Stephen is involved in the implementation of a MDOT and FRA-compliant engagement plan that included both stakeholder engagement and public meetings.

FDOT District 1, Regional Commuter Assistance Program (CAP)*

Districtwide, FL

Project Advisor. The District 1 CAP promotes access and mobility across southwestern Florida by reducing traffic congestion, expanding access to jobs, and improving air quality. Stephen facilitated seamless oversight and management change as Interim Program Manager. He also helped increase the number of 'Best Workplaces for Commuters' designation for the 'Commute Connector' program and successfully launched a regional vanpool program to serve residents commuting across the district.

FDOT District 1 Districtwide Systems Planning Contract*

Districtwide, FL

Planner. Under this contract, Stephen supported the planning and implementation of the 2021 District One Freight Trucking Forum in Avon Park, Florida. Stephen's experience in event management and stakeholder engagement led to a successful hybrid event in September 2021.

FDOT District 5, Regional Commuter Assistance Program (CAP)*

Districtwide, FL

Program Manager. 'rethink Your Commute' is Central Florida's top resource for commuting options and offers employers, property owners, and municipalities transportation alternatives to alleviate peak-hour congestion. As reThink's Program Manager from 2019-2021, Stephen led the day-to-day operations of the program while leading strategic partnerships with area MPO/TPOs, transit agencies and several other District programs. Under Stephen's leadership, reThink Your Commute received the Travel Choice Awards for both "Innovative Program" and "Marketing Excellence" in both 2019 and 2020.

FDOT District 5, Regional Commuter Assistance Program (CAP)*

Districtwide, FL

Senior Outreach Specialist. 'rethink Your Commute' is Central Florida's top resource for commuting options and offers employers, property owners, and municipalities transportation alternatives to alleviate peak-hour congestion. As Senior Outreach Specialist, Stephen led the outreach specialist team and directed employer and commuter engagement strategies across District 5. Stephen also worked with other stakeholders to streamline targeted outreach during major transportation projects, including the I-4 Ultimate Improvement Project, SunRail Phase I and Phase II South. Stephen's ability to form effective partnerships resulted in the creation of the SunRail "Workplace Connector" program, a service that connected commuter rail to major worksites including Darden,



Jessica Alvarez, PTP

Deputy Project Manager

Jessica Alvarez, PTP has worked in the transportation industry at multiple transit agencies that ranged in size from a suburban, university-centric transit system to a multi-county, non-profit transit agency. At Foursquare ITP, she has served as the project manager and senior technical analyst for numerous transit service and operational plans. She has worked on a variety of projects including transit development plans, long-range vision plans, development of transit service alternatives with associated fare/cost analyses and monitoring of operational activities. In Florida, Jessica has worked most recently on the Jacksonville Transit Authority (JTA) System Optimization (2021) and Transit Development Plan (2019), and the Lynx SR 436 Corridor Study.

RELEVANT EXPERIENCE

EDUCATION

Master of Arts, Urban and Regional Planning

Master of Science, Civil Engineering - Transportation

Bachelor of Arts, Business Administration and Anthropology

REGISTRATIONS

Certified Professional Transportation Planner, #528

INDUSTRY TENURE

14 years

FOURSQUARE ITP TENURE

7.5 years

Jacksonville Transportation Authority (JTA), JTA Major Transit Development Plan Update *Jacksonville, FL*

Project Manager. Foursquare ITP developed a state-required major Transit Development Plan update that evaluates existing service and includes specific strategies to help the agency meet its goals and the transit needs of the region over a ten-year period. As the project manager, Jessica oversaw the creation of a ten-year transit development plan that encompassed 43 fixed-routes, including local, express, and BRT services, as well as paratransit, on demand, ferry, and light rail services. This project included a comprehensive existing conditions assessment that summarized a detailed propensity and travel flow analysis, as well as a comprehensive operational analysis. She worked with her team to create a long-range alternative, including connecting services with a pilot AV track. This project's outreach component included: pop-up events, community meetings, and online surveys. The plan concluded with a final service plan, and an accompanying financial and implementation plan.

Minnesota Valley Transit Authority (MVTA), SouthWest Transit, MVTA-SWT Systemwide Study *Minneapolis, MN*

Project Manager. This study is providing a comprehensive review of current transit services operated by the Minnesota Valley Transit Authority (MVTA) and SouthWest Transit (SWT) examining unmet needs and identifying opportunities for service modifications or adjustments. As project manager, Jessica is overseeing all aspects of the project including the existing conditions/ service evaluation, public and stakeholder outreach, scenario planning and service planning for both systems, and eventually the creation of the final network, which will include both fixed-route and microtransit solutions, and an implementation plan.

Virginia Department of Rail and Public Transportation (DRPT), Suffolk Transit Strategic Plan *Suffolk, VA*

Project Manager. Foursquare ITP conducted one of the first Transit Strategic Plans within Virginia which evaluated the transit needs of the City of Suffolk, Virginia, identifying existing service performance deficiencies and potential areas for service expansion. As Project Manager, Jessica oversaw the development of agency goals and objectives, service evaluation, and financial and implementation plans. Jessica also led the development of the service recommendations, which included fixed-route, commuter and on-demand services, and the ridership forecasting using an elastic demand model. As a secondary task, Jessica also oversaw additional ridership estimates for an express limited stop commuter route from Portsmouth to Centerpoint Intermodal Center, for use in a grant application.

Hampton Roads Transit (HRT), Transit Development Plan 2017 *Norfolk, VA*

Deputy Project Manager. Foursquare ITP developed the Hampton Roads Transit's latest Transit Development Plan. Deputy Project Manager for the creation of a ten-year transit development plan that encompassed 70 routes, including local, express, commuter and paratransit services. The evaluation incorporated a comprehensive assessment of the existing services, re-envisioning transit across the region, including the design of a high-frequency network of 22 routes, and assessing the impact of route changes to paratransit services. This project included an operational, financial and implementation plan.



Jennifer Hopkins

Current & Future Conditions

Jennifer is a transportation planner and GIS technical lead with a focus in transit service planning, bicycle and pedestrian planning, and GIS analysis. She enjoys using her strong analytical and information-technology skills to conduct advanced spatial analyses and supporting data visualizations to inform the planning and design of multimodal transit systems. While at Foursquare ITP, Jennifer has worked on a variety of projects including the AMTRAN Transit Development Plan, the WMATA Purple Line/BRT Metrobus Efficiency Study, and the Niagara Frontier Transit System Origin-Destination Study.

RELEVANT EXPERIENCE

EDUCATION

Master of Science,
Geographic Information
Systems (GIS)
Management

Master of Community
Planning

Bachelor of Arts,
Government &
International Politics and
Geography

INDUSTRY TENURE

6 years

FOURSQUARE ITP TENURE

3 years

Jacksonville Transportation Authority (JTA), JTA Major Transit Development Plan Update

Jacksonville, FL

Transportation Planner. Foursquare ITP developed a state-required major Transit Development Plan update that evaluates existing service and includes specific strategies to help the agency meet its goals and the transit needs of the region over a ten-year period. As a transportation planner, Jennifer performed a variety of GIS analyses of the JTA bus system's existing performance. Her analyses included visualizing regional travel flows, assessing ridership, revenue, and on-time performance metrics, and completing a propensity analysis. Jennifer's analyses and visualizations were compiled into the project's bus route profiles, which later informed the project team's service planning recommendations.

Altoona Metro Transit (AMTRAN), AMTRAN Transit Development Plan

Altoona, PA

Transportation Planner. The Amtran TDP is an on-going project to help assess and redefine the system and services with a look toward the future. As a transportation planner, Jennifer took part in an existing conditions analysis of the Amtran bus system which provides service in Altoona, PA, a small, mostly rural town located in Blair County. Her role on the existing conditions analysis included developing maps communicating existing study conditions and transit needs, as well as the system's existing service area and overall transit accessibility. Jennifer supported the development of an existing conditions report, which informed service planning recommendations.

GoTriangle, GoTriangle Regional Fleet and Facility Study

Raleigh-Durham-Chapel Hill, NC

Task Lead. This study will identify and evaluate the feasibility and impact on transit operating costs of various maintenance facility sites for the GoTriangle and GoDurham transit systems. As a task lead, Jennifer is overseeing the development of a regional routable GIS network to assess deadheading impacts of potential maintenance facility sites to inform site selection. She is also analyzing existing block data for GoTriangle and GoDurham fixed bus routes to determine the potential impacts of a future transition to battery electric vehicles.

Maryland Transit Administration (MTA), BaltimoreLink Title VI Service Equity Analysis Support

Baltimore, MD

Transportation Planner. As part of the overall service planning support following the system redesign, Foursquare ITP continues to advise MTA on Title VI policies, compliance and evaluation of service changes through service equity analyses. As a transportation planner, Jennifer conducted a Title VI service equity analysis for proposed service changes to commuter bus services. She compiled the results into a report, which detailed the anticipated impacts of the service changes on minorities and low income populations served by the bus routes.



Wylie Timmerman

Transit Demand Analysis

Wylie Timmerman is a senior transportation planner and the technical lead of Foursquare ITP's Transportation Data Science Team. His expertise in application development, transit service planning, and geospatial data science is put to use across a variety of practice areas at Foursquare ITP. His recent work includes modeling of transit ridership and speed of premium transit services in Orlando, FL and Norfolk, VA; modeling of job accessibility and transfer patterns in the Baltimore, MD region; and evaluation of queue jump performance using second-by-second Automatic Vehicle Locator data in Washington, DC. For Foursquare ITP's Transportation Data Science Team, Wylie leads the creation of interactive transit planning applications, trains other planners in programming practices, and develops new approaches for processing and modeling GTFS and other intelligent transportation system (ITS) data.

EDUCATION

Master of Public
Administration, Public
Affairs

Bachelor of Arts, Political
Science

INDUSTRY TENURE

11.5 years

FOURSQUARE ITP TENURE

5.5 years

RELEVANT EXPERIENCE

Jacksonville Transportation Authority (JTA), JTA Major Transit Development Plan Update *Jacksonville, FL*

Task Lead. Foursquare ITP developed a state-required major Transit Development Plan update that evaluates existing service and includes specific strategies to help the agency meet its goals and the transit needs of the region over a ten-year period. Wylie led major tasks of the TDP Update, including the Comprehensive Operational Analysis, ridership forecasting, and the implementation plan. This work included visualizations of route performance data, guiding development of TBEST ridership forecasting model for Jacksonville, and working with the client to develop long-term service concepts for the JTA system. As part of the team, Wylie also developed service analyses and route recommendations for the TDP Update.

Maryland Transit Administration (MTA), BaltimoreLink TBEST Configuration & Calibration *Baltimore, MD*

Transportation Planner. As a part of ongoing support for MDOT MTA's Office of Service Development (OSD) and the core bus system, BaltimoreLink, Foursquare ITP deployed the ridership estimation and planning software TBEST for use in evaluating service change proposals. As a part of on-going support for MDOT MTA's Office of Service Development (OSD) and the core bus system, BaltimoreLink, Wylie deployed the ridership estimation and planning software TBEST for use in evaluating service change proposals, including a series of Premium Bus Service alternatives. Also known as the Transit Boardings Estimation and Simulation Tool, TBEST enables agencies to sketch scenarios of new service plans and alignments and then conduct ridership estimation and other analyses on these scenarios. Because the tool is only developed and configured for transit agencies in the State of Florida, deployment of TBEST in other states requires considerable expertise in the TBEST model and preparation of input data and

ridership data. For MDOT MTA's Office of Service Development (OSD), Wylie configured TBEST using State of Maryland parcel land use data, calibrated the model with ridership data, and made forecasts with the model to support the evaluation of Premium Bus Service scenarios. These ridership estimates provided better accuracy and confidence than simpler elasticity or trend-based models. This effort is believed to be one of the earliest, if not the first, deployments of TBEST in the State of Maryland.

Central Florida Regional Transportation Authority, LYNX SR 436 Transit Corridor Study *Orlando, FL*

This project conducted a transit corridor study on State Road 436 in Orlando, Florida, that assessed various BRT alternatives and level of investment. Wylie led geospatial and operational analyses supporting Bus Rapid Transit service along a major travel corridor in metropolitan Orlando, Florida. Wylie developed a transit propensity model for study area using a combination of demographic, employment and land use factors. He visualized existing conditions, including maps or charts of stop spacing, proposed transit services, ridership by stop and segment, travel speeds, on-time performance, and dwell time. Using origin-destination survey data, Wylie mapped individual travel patterns of over 17,000 survey respondents to visualize travel flows along the study corridor using geospatial scripts written in the R programming language. Wylie created additional scripts to automate and systematize production of origin-destination matrices, demographic charts, and alignment analyses. Wylie developed BRT and local service alternatives in collaboration with members of the project working group, agency, and project team. For each alternative, Wylie developed ridership estimates using the Transit Boardings Estimation and Simulation Tool (TBEST). Wylie also developed tools to precisely calculate running times for several BRT alternatives and export GTFS files of proposed transit services.



Trey Miller

Situational Appraisal

Trey Miller is a transportation planner at Foursquare ITP who applies passions for equity and urban sustainability to his work as a public transit planner. Trey enjoys the role that high-functioning public transit serves in easing the burden of transportation on vulnerable communities and the environment alike. He appreciates and advocates for the use of sound methodological procedures in planning and data analysis to make complex decisions in service planning and development. As a planner, he places a strong importance on the ability to communicate these complex ideas in easily digestible ways for any audience. At Foursquare ITP, Trey's key projects have included the Jacksonville Transportation Authority (JTA) Transit Development Plan Major Update and his ongoing service planning work with MTA Maryland on the BaltimoreLink core bus service.

EDUCATION

Master of Science, City and Regional Planning

Bachelor of Science, Geoenvironmental Studies

INDUSTRY TENURE

4 years

FOURSQUARE ITP TENURE

3 years

RELEVANT EXPERIENCE

Jacksonville Transportation Authority (JTA), JTA Major Transit Development Plan Update

Jacksonville, FL

Transportation Planner. Foursquare ITP developed a state-required major Transit Development Plan update that evaluates existing service and includes specific strategies to help the agency meet its goals and the transit needs of the region over a ten-year period. Trey performed spreadsheet and GIS analyses for the TDP update. His work included analysis of existing service operating costs and performance measures, the development of route profiles for fixed and non-fixed JTA services as recommended in the TDP, and co-hosting pop-up outreach events. During the pop-ups, Trey administered surveys on iPad tablets to collect feedback on findings from the planning analysis and recommended strategies in the TDP.

Maryland Transit Administration (MTA), BaltimoreLink Performance Monitoring Program & Dashboards

Baltimore, MD

Transportation Planner. Foursquare ITP supports MTA's Office of Service Development (OSD) in evaluating each route that comprises the BaltimoreLink bus network and the performance of the system overall on a monthly basis. As a transportation planner on the project, Trey receives performance monitoring data and a package of materials on a monthly basis to present to MDOT MTA staff in the office of Operations and Service Development. Monthly performance monitoring reports are presented in "report card format," summarizing data by safety, efficiency, reliability, and customer service metrics, present the overall composite as a "grade" for each route and service class, as well as the system as a whole. This process is also done for pick reports three times per year.

Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO), Lawrence Transit Route Redesign Study

Lawrence, KS

Transportation Planner. The Lawrence Transit Route Redesign study will examine different strategies and technologies to better connect communities and destinations throughout Lawrence, including the University of Kansas, and prepare the system for a new transit center. As a transportation planner on the project, Trey supports the study of market potential for fixed-route and other alternative transit services, including the development of maps and technical memorandums documenting analysis methodologies and findings.

Eastern Panhandle Transit Authority (EPTA), EPTA Transit Development Plan

Martinsburg, WV

Transportation Planner. This effort was Foursquare ITP's second Transit Development Plan completed for the Eastern Panhandle Transit Authority; this plan will help build upon previous efforts while expanding and simplifying services. As a transportation planner on the project, Trey supported development of the Eastern Panhandle Transit Authority's (EPTA) Fiscal Year 2020 transit development plan by making systemwide transit service recommendations across a 5-year horizon, including the financial planning of all service recommendations. He also led the planning of a new recommended transit connection between Shepherdstown and Martinsburg, West Virginia. Trey also performed ridechecks during the plan and attended public and stakeholder meetings, in person and virtually, as needed. When the COVID-19 outbreak coincided with the timeline for public engagement, Trey helped the agency shift to digital outreach platforms.



Kyle Hearing

Market Assessment

Kyle Hearing is a transportation planner who focuses on transit service and active transportation planning and analysis. Kyle leverages his experience using geographic information systems (GIS) to translate complex datasets into digestible information to promote the development of comprehensive, sustainable transportation networks. His recent projects at Foursquare ITP include a bicycle and pedestrian study in Stafford County, Virginia, a transit study in Upper Bucks County, Pennsylvania, and a zero-emissions fleet transition plan for the District Department of Transportation Circulator in the District of Columbia. Kyle has prior experience developing emergency operations and safety plans for transit agencies, overseeing rail transit operations, and advocating for bicycle and pedestrian infrastructure. When he is not helping Foursquare ITP's clients, Kyle teaches courses in GIS and active transportation planning at Temple University.

EDUCATION

Master of Science, City and Regional Planning

Bachelor of Arts, Psychology

INDUSTRY TENURE

8.5 years

FOURSQUARE ITP TENURE

0.5 years

RELEVANT EXPERIENCE

County of Bucks, Upper Bucks County Area Public Transportation Analysis

Bucks County, PA

Transportation Planner. Transit feasibility and alternatives analysis for Upper Bucks County, an exurban region on the border of the Philadelphia and Allentown metropolitan regions that today lacks transit service. As a transportation planner, Kyle is conducting mapping and analysis of existing conditions, including a Delaware Valley Regional Planning Commission travel demand model, to identify underlying transit potential.

Rochester Public Transit, Transit Development Plan

Rochester, MN

Transportation Planner. The Rochester TDP will identify service improvements and investment priorities for the Rochester Public Transit System in the next five years. As a transportation planner, Kyle is conducting system, market, and transit propensity analyses, identifying opportunities for service optimization and expansion in support of the development of service or recommendations to reach more people and jobs with better bus service.

Virginia Office of Intermodal Planning and Investment (OIPI), Botetourt County Transit Study

Botetourt County, VA

Transportation Planner. Foursquare ITP is writing a whitepaper summarizing a gap analysis in transportation access to healthcare in Northern Botetourt County. As a transportation planner, Kyle is leading data analysis to identify and map gaps in transportation to medical services for older and/or disabled individuals in rural Botetourt County. In this role, he is also supporting the drafting of the whitepaper.

District Department of Transportation (DDOT), DDOT DC Circulator Sustainability Plan

Washington, DC

Transportation Planner. This plan includes detailing the cost, scale, infrastructure needs, impacts on service, milestones, and resilience measures necessary to fully transition to an electric bus fleet. As a transportation planner, Kyle is applying assumptions regarding battery-electric bus performance to the development of a service plan that facilitates their use; this plan includes total vehicle requirements for each route, ensures the level of service complies with the 2020 transit development plan, and incorporates deadhead mileage in all calculations of battery performance. Subsequently, he will schedule and block bus routes to accommodate charging needs.

N-CATT, N-CATT Workshop on Open-Source GIS Tools for Transit Planning

Washington, DC

Transportation Planner. Foursquare ITP is developing and will lead an eight-hour hands-on virtual workshop to inform transit practitioners about freely available GIS tools and their application to transit planning analysis and map-making. As lead instructor, Kyle is supporting the development of an instructional framework, lessons, and supporting materials with expertise in GIS theory, use of QGIS, and more. During the workshop, he will teach lessons developed. In this role, he is leveraging over three years of experience teaching GIS at Temple University.

C) Project Understanding

With the Ocala Marion Transportation Planning Organization's 2045 Long Range Transportation Plan projecting 33% population growth to 444,900 and 56% job growth to 174,500 by 2045, it is clear that mobility needs within the area will continue to grow well into the future, including public transportation.

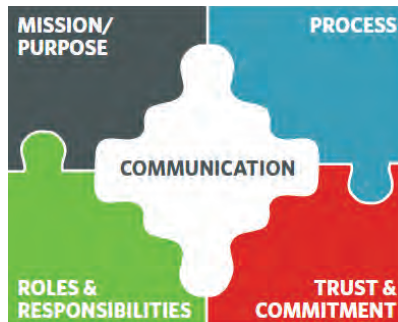
Our team brings the right mix of local understanding and experience, national expertise, direct knowledge of transit development planning, and inclusive community engagement to inform our work and deliver a plan that can move to implementation. Our process navigates the wide range of factors that affect transit planning, including:

- Highly detailed analysis of system, route, and stop level ridership;
- Complex transit funding issues that cities like Ocala face;
- Rapid growth, demographic shifts, and changing consumer preferences occurring in Marion County that impact transportation patterns;
- Evolving mobility options, including technology advances that are moving transit away from traditional bus-focused approaches towards more comprehensive mobility-as-a-service solutions.

We will work closely with the City to sort through the many inputs into developing a transit plan and will synthesize our findings and recommendations into work products that respond to City and community needs. The major elements of our proposed approach to developing the plan are described in this section.

Our TDP approach address major Transit Planning Factors:

- Evolving mobility options
- Community growth and demographic changes
- Funding issues
- Analysis of the system: ridership and routes



TASK 1: PROJECT MANAGEMENT

The foundation of a successful TDP lies in a solid and well-executed project management plan. In addition to careful detail to scope, schedule and budget, we center our project management approach around clear and effective communication with you, our client.

Progress Calls and Plan Review Committee

A Plan Review Committee (PRC) will be established, with meetings strategically scheduled across the life of the planning effort to review progress, gather input and facilitate effective two-way communication. Additionally, progress calls between HDR and the PRC co-chairs will be completed weekly to maintain a coordinated project approach and address issues that may arise through plan development.

Project Management Deliverables:

- Project Management Plan (PMP)

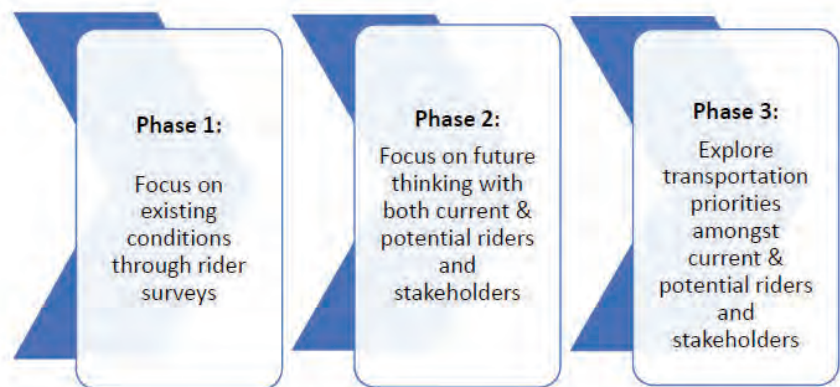
TASK 2: PUBLIC OUTREACH AND COMMUNITY ENGAGEMENT

Early in the project process, we will work with the City to develop a Public Involvement Plan (PIP) that will set the purpose and need and define the goals for community involvement of the TDP. The Plan will identify key audiences and stakeholders, as well as outline the program schedule and key milestones. The Plan will serve as a guide, outlining who, when and how we will engage our audiences to obtain meaningful input.

The Plan will also identify tools and techniques for both virtual and safe in-person events. We understand that virtual outreach activities are now a part of meaningful and successful interactions and would recommend a hybrid of virtual and other public engagement to encourage access for community members. Our team will utilize a data-driven analysis to build a broad, inclusive, and tailored outreach plan that reaches community members and stakeholders where they are.

This will include the use of GIS data to inform and enhance our approach by analyzing demographic and socioeconomic data. Data insights include demographic summaries, at-risk population summaries, and transportation/commute profiles. Our engagement tools will be effective in soliciting meaningful feedback from target audiences and the type of feedback needed to inform the planning process of the TDP.

Three-Phase Public Involvement Approach



By utilizing existing City ridership data, GIS, and preliminary route alignments, our team will work with the City to identify current and potential transit users, low income and transit-dependent communities, as well as businesses, organizations, and partner agencies and organizations to be included in our stakeholder outreach database. These audiences will serve as the core base for tailored and targeted outreach throughout the planning process.

Public Involvement Plan

Our HDR | Foursquare ITP team will develop a public involvement plan (PIP) that follows the Public Involvement Methods outlined in Ocala Marion TPO's Public Participation Plan. The PIP will be developed in consultation with the PRC early in the plan and will establish several key elements of the public involvement task, including:

- Communications goals, objectives, and key messages
- An engagement schedule for stakeholders, public outreach, and involvement
- Social media strategy
- Communication tools and techniques for outreach, surveys, stakeholder focus groups and interviews, and public workshops
- Key stakeholder identification
- Engagement monitoring approach and metric to measure engagement success
- Contact and comment management response protocol

Our team will use existing data to identify Limited English Proficiency (LEP) and Title VI analysis that will screen for other languages, low-income communities, and minority populations. All outreach, surveys, and meeting materials will be translated into Spanish if needed. We will also arrange for a local interpreter to be available at stakeholder meetings and public workshops and as needed. We will also reach out to the members of the Local Continuum of Care group at their monthly meetings. Public-facing materials will be WCA / 508 / ADA-compliant so all individuals can access project information regardless of ability.

Stakeholders

We will work with the PRC to identify key stakeholders in the community that we will engage with throughout the process, getting their feedback during key phases of the plan.

Community and Onboard Surveys

Online surveys will be developed for both current riders and the broader community to get input on the community's transit values and needs. Surveys will be in both English and Spanish and a small number of printed surveys available in community gathering spaces for riders without internet access. It is anticipated that the City will promote survey launches via social media, email, and press releases. Surveys will be launched at key phases of the project development.

Additionally, a survey instrument will be developed for conducting onboard surveys on SunTran routes, providing for more detailed input from current riders including their perceptions of the system and future needs, and their ideas and suggestions for improving the environment in which transit operates (sidewalks, street crossings, accessibility, and more).

Equally important, the onboard survey will gather specific information about the following from riders:

- Origin and destination
- Residential location (within Ocala or elsewhere)
- Means of accessing the system (walk, drop-off, etc.)

- System usage including transfers/connections
- Trip purpose
- Demographic profiles

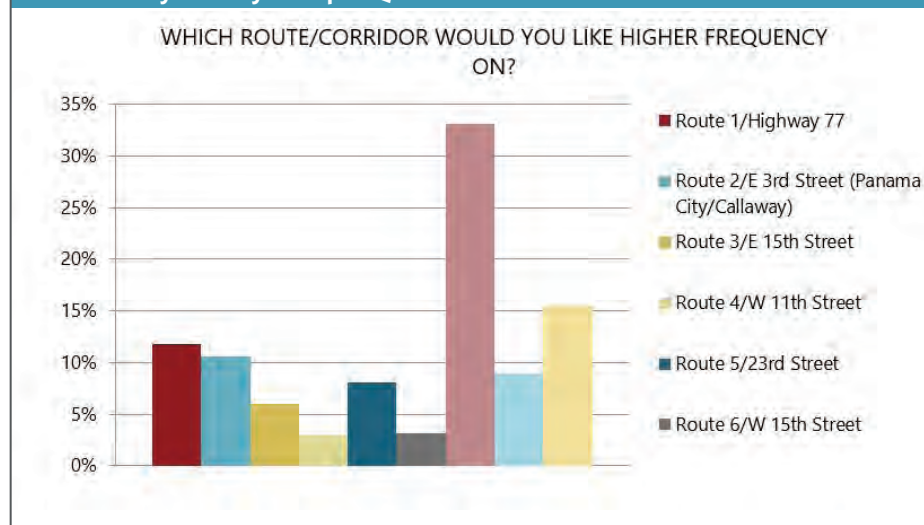
Community Leader Interviews

During the visioning portion of the study, our team will include up to five (5) one-on-one interviews with community leaders, including elected and appointed officials. Each of these community leader interviews will be with individuals or small groups of people from the same organization, selected by the PRC. The goal of these interviews is to gain their input on transit in Ocala, including their view on the role of transit, thoughts on service types, system governance, funding options and other transit topics.

Public Outreach and Community Engagement Deliverables:

- Public Involvement Plan (PIP)
- Community and Onboard Surveys
- Public Involvement Summary Chapter (to be included in the Final TDP)
- Social Media and Website Content

Community Survey Sample Question



TASK 3: CURRENT AND FUTURE CONDITIONS

Demographic and Socio-Economic Spatial Analysis

Understanding existing and future markets for transit service is a fundamental part of identifying service gaps and opportunities to make better use of existing resources. SunTran's services must be well matched to market demand to be most effective. The HDR | Foursquare ITP team will examine service area characteristics to better understand the market for transit in the City of Ocala and surrounding areas. This analysis will focus on the following service area attributes:

Population and Employment Densities:

Of all the factors that impact the demand for transit, the most important is that sufficient numbers of people live and work in close proximity to service. Our team will map the population and employment densities of the study area and develop a graphical transit potential index, which will clearly illustrate where conditions exist to support various levels and various types of transit service.

Demographic Characteristics:

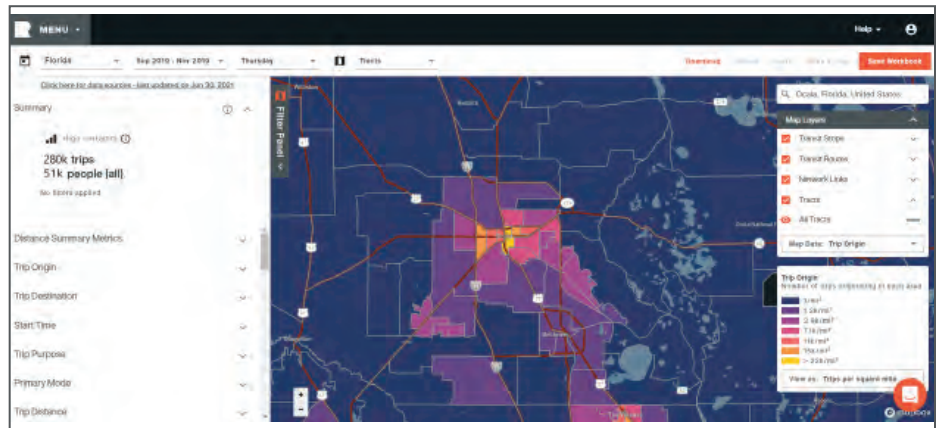
Identifying new markets for transit service and understanding how existing markets are changing is another important part of any transit planning project. Certain market segments — particularly students, seniors, low-income residents, persons with disabilities, and zero-vehicle households — tend to use transit to a greater degree than other groups. They are not only more likely to use transit to get to work or school, but also to access retail and services. Our team has developed a unique model to identify where in the service area there currently exists a propensity for transit use.

To assist in the market analysis, we will deploy our Transit Propensity Analysis tool to pull all the appropriate demographic and socio-economic data for Marion County, and generate a four-part index to help pinpoint, at the block geography level, the locations of transit trip origins and destinations. The four transit propensity indices are:

Transit-Oriented Populations Origins Index: This production index allows us to identify the populations most likely to use, and most likely to benefit from increased transit in their area.

Commuter Origins Index: This production index allows us to identify where

Replica Travel Model



concentrations of commuter populations can be found and focus on creating a service tailored to their peak hour needs.

Employment Destinations Index: This attractor index is used to identify where commuters are most likely traveling to and to create a peak period service that connects to these areas.

Activity (non-work) Destinations Index: This attractor index focuses on where people might be traveling to for shopping, recreation, education, medical, and other non-work activities.

Our approach is flexible, illustrating how transit opportunities vary within the study area. This information will feed into the Transit Demand Analysis to highlight where the demand for transit may be incongruent with supply.

Travel Patterns/Activity Generators

In general, transit users want to access the same regional destinations as travelers who use other modes. Thus, to understand the overall market for transit service, the study team will refer to both the Replica Model, a state of the practice tool that uses mobile device data to provide near real-time mobility data for each trip, including mode, purpose, origin, destination, distance, duration, times, and complete routing information. Weekly trip data for Ocala and Marion County is available by mode and purpose for each census tract, and seasonal data across all metrics down to the transit route and network link level. We will complement this rich source of information with the details derived from the SunTran On-board Survey to assess how well the existing transit network facilitates the most prevalent regional travel patterns. In most communities, a large proportion of transit trips are to and from activity centers such as major employers,

educational institutions, hospitals, social service providers, and large retail centers. The locations of these major trip generators will be mapped to help inform the study team's understanding of travel patterns in the City.

Situational Appraisal

The HDR | Foursquare ITP team will review existing plans and policies that will impact the TDP, including land use plans; regional and municipal transportation plans; policies and plans for new development; local policies and goals related to new mobility options, such as TNCs, microtransit or demand responsive services. Keeping up with the changing mobility landscape is central to the HDR | Foursquare ITP team's business and consequently, we are readily able to reference the trends that will affect this type of project.

At the conclusion of this sub-task, we will have a working knowledge of the plans and policies that will affect and even guide the future services recommended in the TDP.

Transit Service Assessment

The purpose of this task is to establish a comprehensive understanding of the existing conditions related to transportation and transit in the City of Ocala and surrounding areas that will serve as the basis for needs identification in subsequent tasks. During the kick-off meeting, our team will bring a list of data needs to assess the availability of data, confirm the time periods for analysis, and confirm the approach to balancing pre-pandemic and current data in the analysis.

Our team benefits from team members who have a long history of working in Florida and know the different repositories for data, the personnel responsible for those data, and the best means of extracting and processing that

information for use on this study. We will also bring to this TDP innovative approaches to data collection and processing that we have learned from similar projects for other agencies, that we can use here to help jumpstart this project.

System Profile

Our team will begin this task by creating a system profile for SunTran. This will include assessing system-level metrics including service levels, productivity, safety, demographics, and on-time performance. This information will feed into a three-year trend analysis focused on understanding how the system has changed overtime whether positively or negatively.

Based on aspects of this system profile, peer transit systems will be chosen with features similar to SunTran's including geography, governance, and operations; and generally recognized as peers by the public and decision-makers. Our team has developed a tool that quickly identifies and ranks peers based on service area and service characteristics; basic National Transit Database (NTD) statistics are only the first step in selecting appropriate peer systems, and our team considers many other aspects.

The results of this subtask will include a comprehensive system profile, trend analysis, and identification of peer agency best practices. It will also review organizational constraints, regional coordination, policy and operational concepts and ideas that will help support the analysis of SunTran's transit services and development of recommendations for

improvements.

Route Analysis

In many cases transit services are initially well designed and thought out. Yet, over time, incremental changes in land use, demographics, and travel patterns, may result in a service that is no longer optimized to the community it serves. The Route Analysis aims to identify the strengths and weaknesses of each SunTran route in the context of the current market for transit and major planned developments. For each route, the study team will develop a detailed diagnostic route profile using the previously collected ridership and on-time performance data. Each route profile will include the following elements:

- A description of the route and major markets served;
- A description of the route's alignment and service patterns;
- Service and operational characteristics including frequency and span of service;
- Ridership characteristics by stop and by trip ;
- Productivity and performance characteristics including financial effectiveness, on-time performance, and capacity utilization;
- Runtime analysis by segment (if data is available);
- An overall assessment of the strengths and weaknesses of the route; and
- An initial list of potential service improvement opportunities.

Our team will also conduct a route essentialness analysis that gives each route a score based upon its Equity value and its Ridership value. The Equity value assesses each route based upon the rider profile, residents with access to the route, and jobs and activities that the route currently serves. The Ridership value measures the amount of ridership a route produces and can be evaluated based on the most appropriate measure, for example: total ridership; ridership per unit of service; or even the change in ridership comparing pre- and post-Covid data.

A service profile will also be developed for SunTran paratransit services to show service "hotspots" in terms of geography (origins and destinations) and time of day. Both the fixed-route and demand response profiles will

Rochester TDP Route Profile



be written in a manner that all stakeholders can clearly understand and will provide transparent information to support all conclusions and recommendations.

To feed into our collaborative service planning process, described more in-depth in the Alternatives Development & Evaluation task, our team will also create an online interactive map that allows users to toggle between route data that we use as part of our planning process.

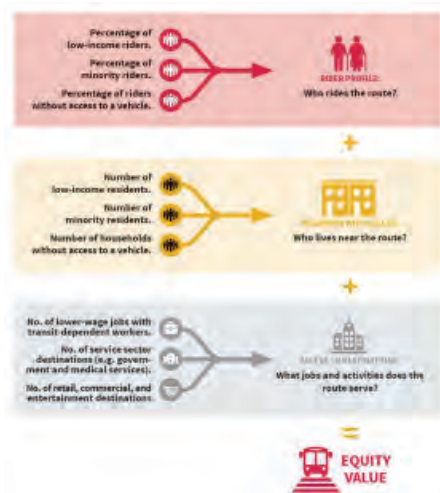
Capital/Infrastructure Overview

While transit is a service by its nature, it cannot provide mobility to the community without adequate capital and infrastructure. This element of the plan will assess SunTran's current fleet and capital assets in the Transit Asset Management Plan, as well as the Capital Improvement Plan or equivalent to gauge the capacity of the system to meet current and future service needs.

Goals and Objectives

Once we understand the community, system, and the future, our team will work with the PRC to develop goals, objectives, and key performance indicators (KPI). By developing the goals and objectives early in the process, it provides an opportunity for the PRC and the City Council to provide the vision for the system, the areas that should be served, and how it fits into the larger transportation network, making sure the subsequent analysis and project identification is in line with the needs of the community. In addition, the KPIs, developed by a nationally recognized

Equity Route Metrics



economist, provides a means to assess how well qualitatively and quantitatively each project meets the desired goals. This process means the selected projects are achievable, reinforcing our commitment to provide a plan that does not sit on a shelf. The proposed goals, objectives, and KPIs will be presented to the City Council for approval prior to started the scenario development and project identification.

Current & Future Conditions Deliverables:

- Baseline Conditions Technical Memorandum
- Existing Service and Performance Evaluation Technical Memorandum
- Situational Appraisal Technical Memorandum
- Goals and Objectives Technical Memorandum
- Presentation to City Council

TASK 4: TRANSIT DEMAND ANALYSIS

Forecast Ridership Analysis

Our team is also well-versed in using the Transit Boarding Estimation and Simulation Tool (TBEST), having both configured it for systems such as the MTA in Baltimore, Maryland, and using it more recently on other projects in Florida, such as the SR 436 Corridor Study in Orlando, Florida. For this project our team will use the TBEST model created for the previous TDP and update it

to reflect the latest configuration of Suntran routes and levels of service, as well as calibrate it to recent ridership estimates. Our team will then forecast out ridership on the existing system to use as a baseline for comparison as we build out the recommendations in TBEST.

Market Assessment

As part of the market assessment, we will compare the supply of service in the area to the demand illustrated in the transit potential (population plus employment density), and the transit propensity analyses to determine gaps in the current transit network and needs. Potential gaps would be geographic (areas of high need with inadequate or no service), temporal (days or hours when service isn't available), connective (lack of service or inadequate service between two areas), and gaps or challenges for certain populations (for example, inadequate pedestrian facilities may limit access to fixed route services for persons with disabilities). Comments from stakeholder outreach about specific service gaps such as important medical, employment, or shopping destinations that are difficult to reach will be used to revise or augment our original assessment. This assessment will be conducted across the City of Ocala to identify where network needs exist and identify potential areas for improvement.

Transit Demand Analysis Deliverables:

- Transit Demand Assessment Technical Memorandum
- TBEST Base Model

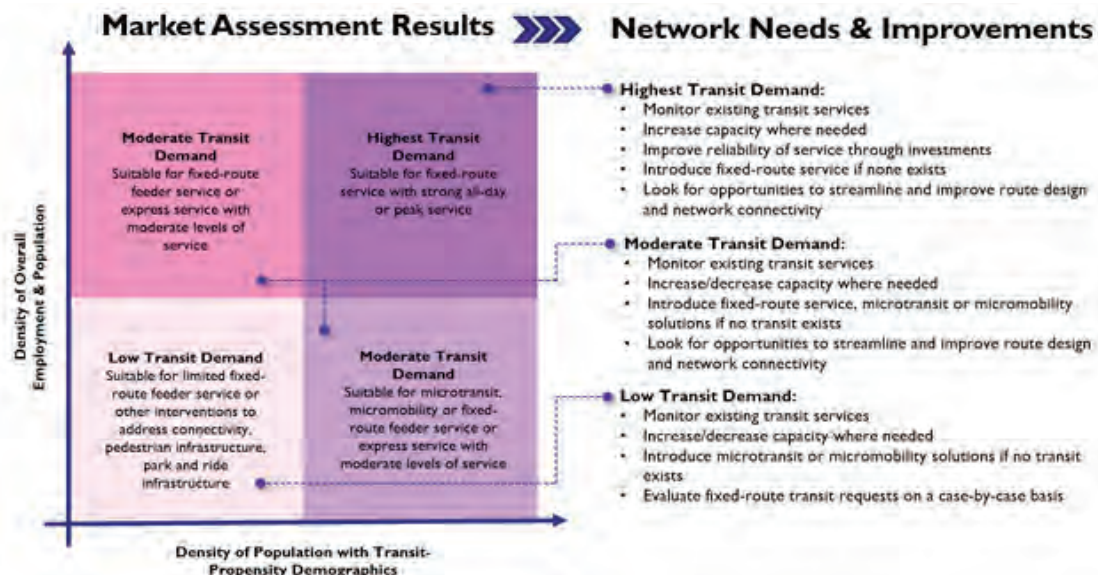
TASK 5: ALTERNATIVES DEVELOPMENT & EVALUATION

This task will result in a visionary plan for service, capital, and other improvements over the ten years of the TDP planning timeframe. Our team has had ongoing success assisting transit agencies develop implementable and transformative transit solutions that have improved connections between area generators with appropriate levels of service. Recent efforts Foursquare ITP has conducted for Bloomington Transit in Bloomington, IN, and in Muskegon, MI (launched during the pandemic) have helped transform how transit is perceived in those cities. For this effort, our team is committed to developing visionary alternatives that are presented using clear maps and relatable images, along with justifications based on data and engagement findings that detail a compelling case for change.

A menu of service alternatives will be developed by building on work from previous tasks:

- The input gathered from public and stakeholders, operator inreach, and the Review Committee, will demonstrate what is important to the people who live and work in Ocala;
- Transit demand analysis identifying the location and extent of transit need;
- Service analysis revealing opportunities for efficiency gains;
- Market analysis illustrating transit service gaps;

Market Assessment Process



- Situation appraisal providing important context.
- Once identified and reviewed by the PRC, the service alternatives will be presented to City Council for review and approval.

Service Improvements

Our HDR | Foursquare ITP team will develop a high-level long-term concept for the SunTran network, consisting of service alternative and options. Our experience with visionary, service, and implementation planning will enable us to prepare recommendations that look toward the full future of service possibilities that are justified by data and public/stakeholder input. Our service planning process prioritizes the concepts identified in the table (above).

This visionary concept for the transit network will identify how various service types might work best across SunTran's service area, and as such, our transit solutions will be specifically tailored to the areas they serve. We will identify which corridors demand higher frequency service based on the density of residents and employed persons in an area. We will also search for opportunities to implement peak-only service, flexible transit models, or microtransit in areas that may not be high density, but still show transit need—whether for existing routes or for expanding service to new areas. In addition to recommendations on service types, the alternatives will also include route realignment recommendations and service characteristic recommendations like changes to span of service by day or headway by service period.

Service alternatives will be developed in line with the goals and objectives that are developed during the TDP effort, including a focus on distributing service equitably and serving populations more reliant on transit such as people of color, low-income households, older adults, and disabled people. The improvement alternatives will provide SunTran, its stakeholders, and members of the public a clear vision of how service needs over the next ten years can be met.

We will develop route profiles with recommendations for existing routes and for any new routes or services. Each profile will provide additional details that support and justify the service decisions and will include:

Service Planning Process



Service Should Operate at Regular Intervals: In general, people can easily remember repeating patterns, but have difficulty remembering irregular sequences.



Routes Should Operate Along a Direct Path: The fewer directional changes a route makes, the easier it is to understand. Circuitous alignments are disorienting and difficult to remember.



Routes Should be Symmetrical: Routes should operate along the same alignment in both directions to make it easy for riders to know how to get back to where they came from.



Routes Should Serve Well Defined Markets: The purpose of a route should be clear, and each should include strong anchors and a mix of origins and destinations.



Service Should be Well Coordinated: At major transfer locations, schedules should be coordinated to the greatest extent possible to minimize connection times for the most frequently used transfers.

- A summary of the proposed changes and identification of the needs they address—which will also serve as the alternative description for use in the alternatives evaluation;
- Maps of the recommended service;
- Service characteristics, including days and hours of service and headways;
- Estimates for revenue and deadhead hours, revenue and deadhead miles and peak vehicles;
- Vehicle and operator requirements;
- Operating and capital costs;
- Ridership estimates.

Capital Improvements

Our experience developing capital plans for transit agencies of all sizes positions us to assess the needs and opportunities for capital improvements that could support and enhance the service recommendations. This analysis will focus on stop amenities, transfer facilities and other multimodal facilities, non-passenger facilities, and vehicles. The recommended investments will be presented in terms of the type of capital infrastructure being proposed and the justification for the improvements.

Technology, Policy, and Other Improvements

Emerging transit technologies can transform the future of service provision. Technology can be harnessed to further the assessment of system and service performance, assist

with operating measurements, and to enhance current and future planning efforts. Our experience planning with transit agencies for microtransit, micromobility, and mobility on-demand has helped agencies close first- and last-mile gaps and integrated these new mobilities into the existing fixed-route transit system. We conducted a Route Study and Comprehensive Operational Analysis (COA) for Muskegon Area Transit System (MATS) in Michigan. We determined that microtransit would be a better fit than fixed-route service in some areas. In June 2021, MATS launched Go2, an app-based microtransit system. Other systemwide improvements will be gathered based on feedback from the public, stakeholders, and agency leadership.

Service Alternatives Evaluation

Once the service alternatives are established, we will conduct an evaluation process so that the alternatives expected to have the most significant impacts rise to the top. Our team will work with SunTran staff to determine the evaluation metrics that best reflect the priorities of the agency and community, to potentially include:

Meeting the TDP goals and objectives: The alternatives that align most to what the agency wants to get out of its long-range planning process will score highly here.

Public input: Our sentiment analysis will indicate which alternatives were of interest to the most people; alternatives with the most positive and supportive language used will score highly.

Equity: Service alternatives that improve service to transit dependent individuals by making travel time shorter, trips more reliable and more frequent, and providing more extensive transit service coverage will be prioritized under this measure. Our team's Transit Propensity Analysis tool and service planning calculator will be utilized to conduct this analysis.

Market analysis: Our Transit Propensity Analysis tool will be deployed in a GIS analysis to determine how each of the service alternatives scores relative to each other on measures such as transit potential (population + jobs), transit-oriented populations, and activity destinations served.

Efficiency analysis: Alternatives that will result in a more efficient use of resources, such as streamlining route alignments, will score higher under this measure. Our service planning calculator and existing conditions analysis will be utilized to conduct this analysis.

Alternative Development & Evaluation Deliverables:

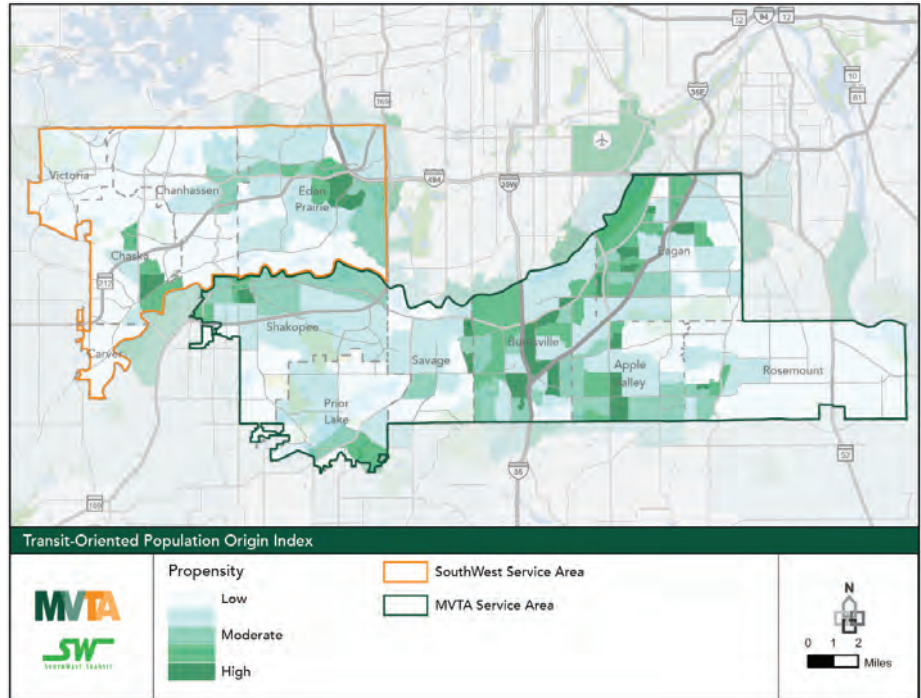
- Alternatives Technical Memorandum
- Presentation to City Council

TASK 6: FINANCIAL AND IMPLEMENTATION PLAN

Once the preferred system is identified, our team will develop recommendations and an implementation approach to achieve the preferred scenario. We will work with the PRC to develop and draft program and policy recommendations based on analysis presented in the earlier tasks, including needs and service gaps, benefits and costs of transit investment strategies. Recommendations will be sequenced and presented within an overall implementation schedule and framework. The recommendations will be categorized on feasibility for implementation relative to future transit funding availability options, so that the plan can help guide successful programs and projects under multiple funding availability scenarios.

The implementation plan will provide a framework for the recommended service changes. This could include annual benchmarks, summary sheets of the proposed projects to help with marketing and/or grant applications, and annual update procedures will be created.

Minneapolis, MN Market Analysis



The following elements will be included:

- 10-year service and capital improvements, including funded and unfunded needs.
- 10-year and 20-year financial plans, including projected operating and capital expenses, and projected revenue sources.
- Recommendations for meeting transit needs and deficiencies.
- Policy changes to ensure SunTran's vision is consistent with and supports the local comprehensive plan, LRTP, and/or other relevant planning initiatives.

Financial and Implementation Plan Deliverables:

- 10-year service and capital improvements plan
- 10-year & 20-year financial plan
- Implementation Plan

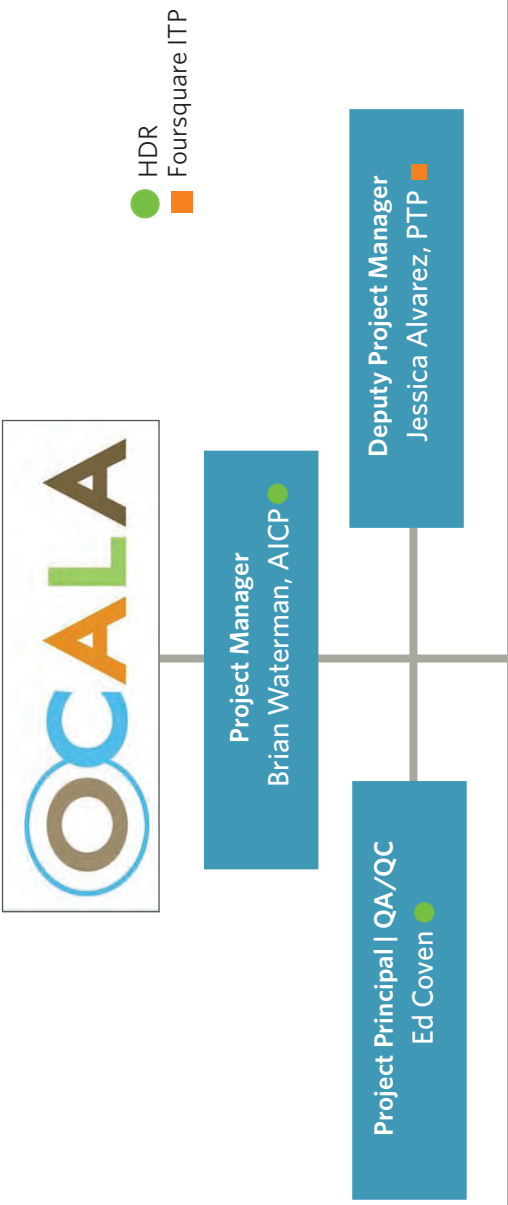
TASK 7: TDP DOCUMENTATION

The draft TDP Document will be developed throughout plan development as based on deliverables provided with each task. Much of the content in the Final TDP document will not be original when the draft plan is circulated to help staff with the document review. Prior to completion of the draft document, the project manager and key team members will have presented major plan elements and project priorities to the staff and relevant stakeholders for their comment and concurrence.

The HDR team will develop a graphical, user-friendly document and executive summary, both in electronic format with the understanding that the project timeline calls for completion, review and adoption by no later than September 1, 2022.

TDP Documentation Deliverables:

- Final TDP Document
- Presentation to City Council



CURRENT & FUTURE CONDITIONS		TRANSIT DEMAND ANALYSIS	ALTERNATIVES DEVELOPMENT & EVALUATION	FINANCIAL & IMPLEMENTATION PLAN	PUBLIC ENGAGEMENT
Jennifer Hopkins ■		Wylie Timmerman ■	Jessica Alvarez, PTP ■	Todd Hemingson, AICP ●	Teresa Donaldson ●
DEMOGRAPHICS ● Jeff Ultee ●	ROUTE PROFILES ■ Kyle Hearing ■	FORECAST RIDERSHIP ASSESSMENT ■ Wylie Timmerman ■	SERVICE DEVELOPMENT ■ Jennifer Hopkins ■ Trey Miller ■ Kyle Hearing ■	FINANCIAL PLAN ● Peter Ogonowski, PhD ●	COMMUNICATIONS & SURVEY ● Stephen Allaniello ● Trinity Otero ●
SITUATIONAL APPRAISAL ■ Trey Miller ■	TRAVEL PATTERNS ● Austin Britt ●	MARKET ASSESSMENT ■ Kyle Hearing ■	TECHNOLOGY & EMERGING MOBILITY ● Todd Hemingson, AICP ●	IMPLEMENTATION PLAN ● Malahia Crisp ●	
PEER ANALYSIS ● Malahia Crisp ●	GOALS & OBJECTIVES ● Adriana Rodriguez, PE ● Peter Ogonowski, PhD ●				

D) Staffing Plan

General Explanation of Project Management Structure and Organization Chart

As Prime Consultant, HDR will provide project management, lead project assignments, communicate with the City's Project Manager, and coordinate with the subconsultant team members. We have selected Foursquare ITP, a DBE certified firm, to work with us as one integrated team under this contract.

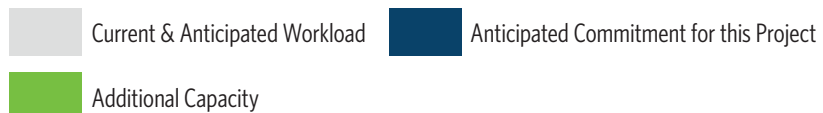
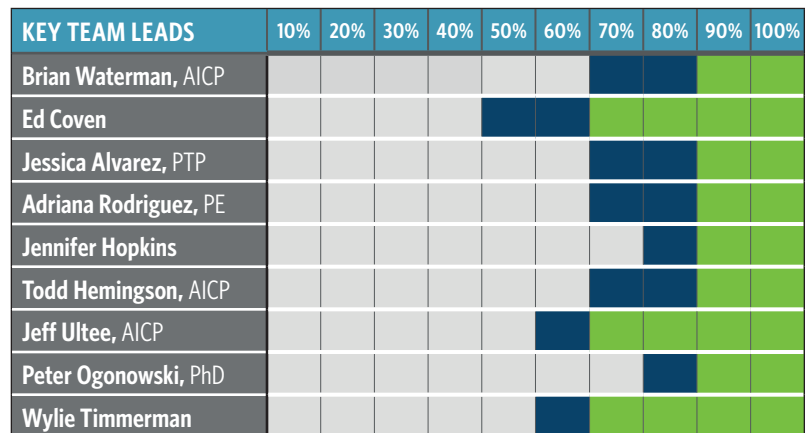
Our approach is built on effective communication—both within our team and with the City. We know that TDPs can lose focus if the components are not effectively coordinated and managed. Our team has the experiences and lessons learned to keep this effort on track and on budget.

THE HDR | Foursquare ITP team offers high-quality, efficient, and practical solutions that support the City's goals and objectives for public transportation. We know that there is always a balance between meeting the community's mobility needs and managing the budget, and we have the experience to help navigate that through this planning process. We developed our team structure to adapt to fit the needs of this project. Brian and the team discipline leads will use our proven project management approach to help the City plan and implement transit improvements over the next five years and beyond.

Should there be a need for additional resources, the HDR | Foursquare ITP team has a large pool of transit professionals nationwide with expertise and deep experience across all aspects of the project. Whether it be a specific paratransit issue or a question about emerging technology for Mobility on Demand service development, we can quickly access industry leaders' expertise in support of the project.

Team Interface with City Project Management and Team Personnel

Our goal is to exceed the expectations of the City staff. This intention will require coordinated involvement with the City in project decisions and will be accomplished through regularly scheduled meetings that focus on the timely resolution of project issues. At critical points in a project, more



frequent meetings may be advantageous. Such collaboration is essential to successful project execution and completion. The result will conclude with a plan that has the needed buy-in and support to move to implementation. We understand the importance of working within the City's structure across various department lines. We also understand the importance of stakeholder groups, organizations, and individuals in the City.

Subcontractors Placement in the Primary Management Structure and Internal Management Description

In addition to HDR resources, our team has chosen to work alongside Foursquare ITP for their expertise and proven performance on similar projects, strong reputation for quality, and the ability to complement HDR's capabilities and strengths.

Our Project Manager, Brian, will implement proven systems that integrate our staff and provide the City's Project Manager with the right people at the right time for accomplishing effective transit planning. Our ability to collaborate and coordinate the work plan for deliverables is vital for our overall success.

Foursquare ITP will provide support to the team under HDR's prime contract with the City. The basic subcontract will parallel the prime contract requirements and contain a general statement of work that obligates the

subconsultant to provide technical discipline support during a given period at rates that have been negotiated and approved by the City. Following the award of the master contract, a subcontract agreement will be executed with Foursquare ITP.

Staffing Commitment

We have reviewed the workloads of our team members, with key team leads shown in the table above. Based on the timing of completion for current projects, planned startup of new projects and other responsibilities, our team has the capacity and experience to partner with the City of Ocala to complete the Transit Development Plan. Our team also has additional resources to call on, as needed, to meet the anticipated schedule goal set for this project and is ready to begin work upon Notice to Proceed.

PROPOSED PROJECT SCHEDULE

We have outlined a proposed project schedule, which results in completing the TDP approval by September 2022. We have the team resources, capacity, and project management plan to meet your needs and look forward to working with you to further detail and finalize this schedule as part of our scope of services.

	2022								
	NTP	+1 MO.	+2 MO.	+3 MO.	+4 MO.	+5 MO.	+6 MO.	+7 MO.	SEPT
Project Management									
Current & Future Conditions			✓						
Transit Demand Analysis									
Alternatives Development & Evaluation						✓			
Financial/Implementation Plan									
TDP Development									✓
Public Engagement		Phase I		Phase II		Phase III			

City Council Meeting Milestones



Plans Goals & Objectives



Future Transit Alternatives



Final Plan Adoption

Team Approach for Completing the Project On Schedule

Our team is prepared to develop this TDP at an expedited pace to meet the City's requirement of having an adopted plan by September 1, 2022. Our approach, including three phases of community engagement and other plan components is shown in the proposed schedule. We know from our work on numerous other TDP efforts that schedules can shift and vary based on the needs of the project and City and will track progress and coordinate closely with the PRC in biweekly meetings to manage the project schedule effectively and efficiently.

Contacts for Communication

The following individuals are authorized to give and support information for this work with the City of Ocala:

Brian Waterman, AICP, Project Manager HDR

315 E. Calhoun St., Suite 800
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Direct: 850.329.1443
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Ed Coven, Project Principal HDR

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Tallahassee, FL 32301
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Mobile: 850.459.2184
Email: ed.coven@hdrinc.com

E) Quality Assurance and Quality Control (QA/QC) Program

Quality Assurance / Quality Control

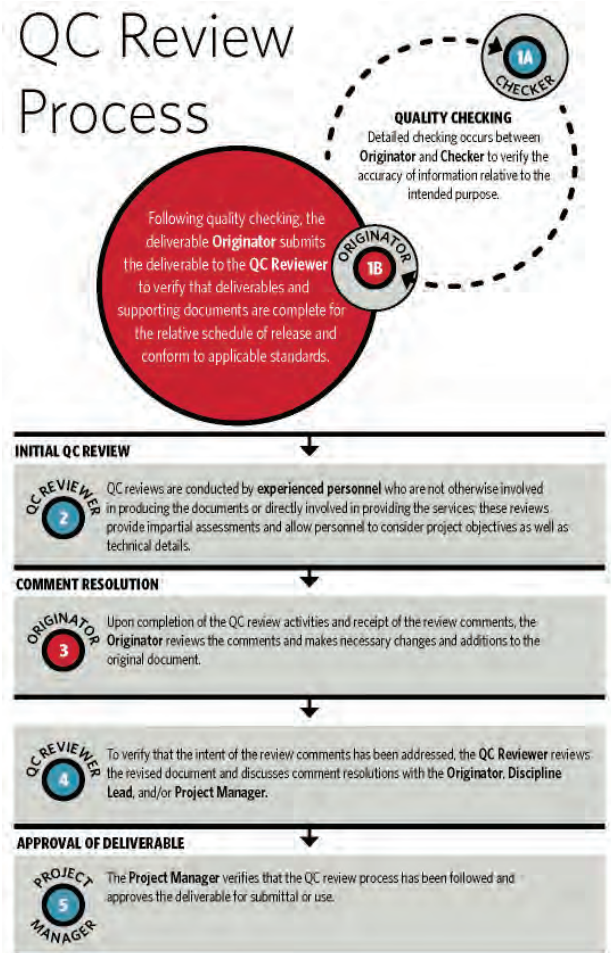
Successful project management can be summarized in two words, “no surprises.” Monitoring and controlling the scope of services assigned under this contract involves measuring progress toward the objectives, evaluating what needs to be done to reach the objectives and taking appropriate actions. Our team recognizes the need for QA/QC procedures that address service delivery and project deliverables.

Ed Coven is serving as the HDR | Foursquare ITP team Quality Assurance lead. Ed has 37 years of experience in Florida transportation planning and state grant programs. Prior to joining HDR, Ed served for 23 years as FDOT’s State Transit Manager and was responsible for transit grants and finance, planning and automation, as well as safety and transit operations. He developed Florida’s New Starts Transit Program, which led to FDOT’s funding and development of the SunRail Commuter Rail system, as well as ongoing rail transit, BRT and bus corridor, and demonstration projects across the state.

Our two-tiered approach of Product Quality Control and Process Quality Control is critical because how a service is provided can be of equal importance to the product delivered. It also establishes that the City of Ocala will receive quality service in an equitable and consistent manner. **Our Product Quality Controls include a thorough review process, tailored to the task and level of effort, including:**

- Reviews performed by qualified, discipline-specific professionals that are independent of the assignment or project. These designated QC staff will not have been involved in the development and production of the deliverables they are reviewing.
- The review will follow a formalized procedure and will be scheduled to provide sufficient time to incorporate any appropriate revisions prior to formal submittal.
- Completeness reviews will also be performed for larger assignments to verify the deliverables format meets requirements, all appropriate calculations have been performed correctly and that all required scope elements are included.

Our **Process Quality Assurance** will include regular meetings with City of Ocala staff to verify we are providing services that meet expectations.



F) References

Bay Town Trolley Comprehensive Operations Analysis and Transit Development Plan Major Update, *Panama City, FL*

The TPO hired HDR to complete a Comprehensive Operations Analysis (COA) and a TDP Major Update for the system. A COA provides a thorough look at the existing system to determine if the agency has the resources it needs to meet its mission and where improvements can be made to improve the efficiency of the system. Through a combination of evaluating each route; talking to existing customers, operators, and key stakeholders; and assessing the socioeconomic conditions in the county, different network scenarios were identified to improve the operation of the system.

More project details on pg. 4



Escambia County Area Transit Development Plan

Pensacola, FL

HDR was hired by Escambia Area Transit (ECAT) to support the update of the Escambia County's 10-Year Transit Development Plan (TDP). Throughout the TDP process, public input from stakeholders and the general public was collected to evaluate the existing state of the transit network in Pensacola and to identify gaps in service. In addition to a comprehensive public engagement approach, an in-depth analysis of several key baseline conditions were evaluated to include area demographics, transportation connectivity opportunities, land use, population and employment growth, and transportation dependent populations.

More project details on pg. 4



Emerald Coast EC Rider Transit Development Plan,

Fort Walton Beach, FL

HDR led the TDP update process including the identification of a set of goals, objectives, and performance measures to chart a trajectory path for identification of future transit improvements. These efforts included conducting numerous public outreach activities involving interviews with community leaders and stakeholders as well as online and in-person surveys to better understand the needs of the community.

More project details on pg. 5



Jacksonville Transportation Authority Major Transit Development Plan Update *Jacksonville, FL*

Foursquare ITP developed a state-required major Transit Development Plan update that evaluates existing service and includes specific strategies to help the agency meet its goals and the transit needs of the region over a ten-year period. JTA provides transit service to a very large geographic area with varied land use through a variety of fixed-route bus, bus rapid transit, on-demand and flexible transit, ferry, and skyway services.

More project details on pg. 6



FOURSQUARE ITP

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Email: lhobbs@baycountyfl.gov

Rodriques A. Kimbrough

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Escambia County**

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Emerald Coast Rider**

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Fort Walton Beach, FL 32547

Phone: 850. 833.9168

Email: tparker@myokaloosa.com

**Geanelly Reveron, Program Manager,
Long Range & Regional Planning**

12 Jacksonville Transportation Authority (JTA)

100 LaVilla Center Drive

Jacksonville, FL 32204

Phone: 904-630-3122

Email: Greveron@jtafla.com

All references below to "AGENCY" refer to the City of Ocala who operates SunTran.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

FLOW DOWN. The No Obligation clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

No Federal 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 OR 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

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

Program Fraud and False or Fraudulent Statements or Related Acts. 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

FLOW DOWN. The record keeping and access requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Access to Records and Reports.

- a. **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.

- b. **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.
- c. **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.
- d. **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

FLOW DOWN. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes. 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

FLOW DOWN. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

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.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later

Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

FLOW DOWN. The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

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:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. 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:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or

2. 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
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at 15%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 15% 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:

1. 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.
2. 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.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see 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:

1. 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);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. 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;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. 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:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. 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 Buyer, Shay Roberts (sjroberts@ocalafl.org). The Buyer 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 (City of Ocala). 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.
- All data/record(s) pertaining to DBE shall be maintained as stated in the ACCESS TO RECORDS AND REPORTS SECTION.

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 (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of 15% DBE utilization on this contract.

_____ The Bidder/Offeror is unable to meet the DBE goal of 15% and is committed to a minimum of ____% 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.

DBE IDENTIFICATION AND INFORMATION FORM; Name and Address; Contact Name and Telephone Number; Participation Percent (of Total Contract Value); Description of Work to be Performed; Race and Gender of Firm

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F
or subsequent revisions

FLOW DOWN. The incorporation of FTA terms has unlimited flow down.

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 4220.1F 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 City of Ocala requests which would cause City of Ocala 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

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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

TERMINATION

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

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

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.

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

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

The certification in this clause is a material representation of fact relied upon by the 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.

(Applies to \$100,000+)

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

FLOW DOWN. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352(b)(5).

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 subawards 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.

_____	Signature of Contractor's Authorized Official
_____	Name and Title of Contractor's Authorized Official
_____	Date

(Applies to \$150,000+)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326; 2 C.F.R. part 200, Appendix II (A)

FLOW DOWN. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier.

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 the occurrence of any one or more of the following events:

1. Vendor fails to timely and/or properly perform any of the services set forth in the specifications of the Agreement; or
2. Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

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)

FLOW DOWN. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Contractor agrees:

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

(Applicable when procurements involve foreign transport or travel by air)

FLY AMERICA

49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4

FLOW DOWN. The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements.

- a) Definitions. As used in this clause-- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which

are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: _____

ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

The Consultant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d); 23 U.S.C. §502

FLOW DOWN. The following requirements apply to all new technology contracts utilizing federal funds.

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10

FLOW DOWN. The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

Texting While Driving and Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

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

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

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

CHARTER SERVICE

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

FLOW DOWN. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally

funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

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

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

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

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

SCHOOL BUS OPERATIONS

49 U.S.C. 5323(f); 49 C.F.R. part 605

FLOW DOWN. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Contract Work Hours & Safety Standards Act EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a); 40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874; 29 C.F.R. part 3; 40 U.S.C.; §3701-3708; 29 C.F.R. part 1926

FLOW DOWN. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Prevailing Wage and Anti-Kickback. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

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

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

prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

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

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

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

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40

FLOW DOWN. The Substance Abuse requirements flow down to all third party contractors at every tier who perform a safety-sensitive function for the recipient or subrecipient.

Substance Abuse Testing. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Florida, or AGENCY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before **December 31** and to submit the Management Information System (MIS) reports before **December 31** to (contact will be provided by AGENCY Project Manager). To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

RECYCLED PRODUCTS

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

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

Recovered Materials. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42

U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

BUS TESTING

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

FLOW DOWN. There is no flow down requirement for Bus Testing.

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

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

EXHIBIT D- LOADED RATES

Exhibit D - Loaded Hourly Rates & Subconsultant Rates

Contract# SUN/211007



Consultant	Staff Classification	Unit	Loaded Rates
HDR Engineering, Inc.	Chief Planner	HOUR	\$ 299.98
HDR Engineering, Inc.	Community Outreach Specialist- Senior	HOUR	\$ 123.81
HDR Engineering, Inc.	Engineer 1 Home	HOUR	\$ 141.28
HDR Engineering, Inc.	GIS Specialist	HOUR	\$ 106.64
HDR Engineering, Inc.	Graphic Designer	HOUR	\$ 131.19
HDR Engineering, Inc.	Planner	HOUR	\$ 93.23
HDR Engineering, Inc.	Project Manager 2	HOUR	\$ 149.78
HDR Engineering, Inc.	Project Planner	HOUR	\$ 76.74
HDR Engineering, Inc.	Secretary/Clerical	HOUR	\$ 104.60
HDR Engineering, Inc.	Transporation Data Scientist	HOUR	\$ 221.00
Foursquare Integrated Transportation Planning	Planner	HOUR	\$ 113.79
Foursquare Integrated Transportation Planning	Senior Planner	HOUR	\$ 151.82
Foursquare Integrated Transportation Planning	Transportation Data Analyst	HOUR	\$ 96.79
Foursquare Integrated Transportation Planning	Transportation Data Scientist	HOUR	\$ 154.57