

RFP NO. 08-1

REQUEST FOR TECHNICAL PROPOSALS

FOR THE

GAINESVILLE URBANIZED AREA

YEAR 2035 LONG RANGE TRANSPORTATION PLAN UPDATE

AND THE

UNIVERSITY OF FLORIDA

COMPREHENSIVE MASTER PLAN, 2010-2020

TRANSPORTATION ELEMENT- DATA AND ANALYSIS

Prepared for:

Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area

With assistance from:

North Central Florida Regional Planning Council
2009 NW 67 Place, Suite A
Gainesville, FL 32653-1603

March 17, 2008

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1. PROJECT DESCRIPTION

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, hereinafter referred to as the "MTPO," requires professional services for the Gainesville Urbanized Area Year 2035 Long Range Transportation Plan Update. In addition, the University of Florida requires professional services for the University of Florida Comprehensive Master Plan, 2010-2020, Transportation Element- Data and Analysis. At least three consultant firms will be considered for the final selection by the MTPO.

2. TASKS

2.1 MTPO

The project, which shall be awarded to the selected consulting firm, is to assist the MTPO in updating its adopted Year 2025 Long Range Transportation Plan to the Year 2035 by accomplishing the following tasks:

Task 1- Public Involvement;

Task 2- Data Collection, Mapping and Data Development;

Task 3- Data Review and Verification

Task 4- Model Update and Validation;

Task 4- Goals, Objectives and Evaluation Criteria;

Task 5- Year 2035 Transportation Needs Plan and Cost Feasible Plan; and

Task 6- Required Documents.

2.2 UNIVERSITY OF FLORIDA

This project also includes assisting the University of Florida in preparing its Comprehensive Master Plan, 2010-2020, Transportation Element- Data and Analysis by accomplishing the following tasks:

Task 1- Public Involvement;

Task 2- Mapping and Data Development;

Task 3- Data Review and Verification;

Task 4- Model Update and Validation;

Task 5- 2020 UF Transportation Needs Plan Update; and

Task 6- 2020 UF Traffic Impact Assessment.

3. SCOPE OF SERVICES

For a detailed description of the required consultant services for the MTPO, refer to EXHIBIT "A", Scope of Services. For a detailed description of the required consultant services for the University of Florida, refer to EXHIBIT "B", Scope of Services.

4. LENGTH OF CONSULTANT SERVICES

The consultant services shall begin around October 1, 2008 (upon written notice from the MTPO's Chief Staff Official) and shall be completed by March 31, 2011.

5. SCHEDULE

Listed below is the schedule for the consultant selection process. All meetings with an asterisk will be held in the Charles F. Justice Conference Room of the North Central Florida Regional Planning Council.

<u>DATE</u>	<u>ACTION</u>
March 13, 2008	MTPO Approves Advertisement published in the Florida Administrative Weekly
March 28, 2008	Advertisement published in the Florida Administrative Weekly
April 10, 2008	MTPO Approves RFP Procedures (with detailed scope of services)
April 30, 2008	Letters of Interest and Statements of Qualifications Due at 5:00 p.m.
May 14, 2008	Technical Review Committee Evaluates Letters of Interest and Statements of Qualifications and Selects At Least Three Firms to Make Public Presentations to the Committee*
June 4, 2008	Scope of Services Meeting at 2:00 p.m.*
June 18, 2008	Information Cutoff Date

July 11, 2008	Written Proposals Due at 5:00 p.m.
August 5, 2008	Consultant Presentations to Technical Review Committee*
August 5, 2008	Technical Review Committee Ranks Three Firms in Priority Order
August 21, 2008	MTPO Approves Consultant Contract
October 1, 2008	Consultant Begins Work

6. PROJECT MANAGERS

The Project Manager for Exhibit A- MTPO Scope of Services shall be:

Mr. Marlie Sanderson, AICP, Director of Transportation Planning
Metropolitan Transportation Planning Organization
2009 N.W. 67th Place, Suite A
Gainesville, Florida 32653-1603

352-955-2200, Extension 103 sanderson@ncfrpc.org

The Project Manager for Exhibit B- University of Florida Scope of Services shall be:

Ms. Linda B. Dixon, AICP, Assistant Director
Facilities Planning and Construction Division, University of Florida
P.O. Box 115050
Gainesville, Florida 32611-5050

352-392-8799 ldixon@ufl.edu

7. DEFINITIONS

Letter of Qualification: The advertisement for services will require interested Consultants to submit a letter of Qualification. The content criteria for this letter will be listed in the project's advertisement. Each letter must contain a listing of key staff, anticipated Subconsultants to be used, a work history of similar projects completed by the Consultant (including references and their telephone numbers), and an estimate of the Consultant's current workload or a forecast of the Consultant's ability to assign resources to the project. Consultant's are also required to provide proof of professional liability insurance or letter of credit in accordance with Rule 14-75, Florida Administrative Code.

Lump Sum Fee: A firm fixed price not subject to adjustment due to the actual cost experience of the consultant in the performance of the contract.

Metropolitan Transportation Planning Organization (MTPO): The transportation planning organization for the Gainesville Urbanized Area. The voting members include all City of Gainesville Commissioners and all Alachua County Commissioners.

Project Manager: This is a person who is responsible for the general administration of the project and who coordinates activities between the Consultant and the MTPO/University assuring that the Consultant provides the specified services at a satisfactory level of quality, in accordance with the terms and conditions of the contract. Additionally, the Project Manager will initiate necessary actions as a result of the Consultant's non-compliance with the terms and conditions of the contract.

Shortlist: This consists of no less than three Consultants chosen by the Technical Review Committee. These consultants will be required to submit written proposals and present oral proposals for the required work in order to be considered for final selection.

Technical Review Committee: A Technical Review Committee will be assigned the responsibility to evaluate the technical proposals submitted by the shortlisted Consultants and make both shortlist and final selections. The members of this Committee will include one representative from the City of Gainesville Public Works Department, the City of Gainesville Planning and Development Services, the City of Gainesville Regional Transit System, the Alachua County Public Works Department, the Alachua County Department of Growth Management, the Florida Department of Transportation District 2, and MTPO staff and two representatives from the University of Florida.

8. ADVERTISEMENT

The MTPO will publish a public notice in the Florida Administrative Weekly which includes a general description of the project and information concerning how interested consultants may apply for consideration. This advertisement will state the name and description of the project, the County where the project is located, the major type(s) of work required, the estimated cost of the project, how and where consultants can respond, time frames for submittal of Letter of Qualification, how respondents will be selected, and tentative dates for shortlist and final selection. The minimum advertisement period will be ten calendar days, although a longer period may be used as needed. A description of scope of services tasks will be provided with the advertisement. The advertisement will state that faxed and e-mailed responses will not be accepted. Letters of response will be limited to two pages. Exhibit C is the "Notice to Professional Consultants" for this project.

9. SHORTLIST SELECTION

The Letters of Qualifications will be reviewed by the Technical Review Committee and scored using the “Shortlist Consideration Factors” contained in Section 9.1. Each member of the Technical Review Committee must base their evaluation on the same criteria.

The Technical Review Committee members should provide objective evaluations from a solely technical standpoint. The Committee is allowed to discuss the Letters of Qualifications before points are assigned. However, the assignment of points must be done individually by each reviewer and not as a consensus of the Committee.

When each evaluator has completed the evaluation of each Letter of Qualification the raw scores will be transmitted to the Project Manager, who will calculate the total score of each reviewer. These scores will be used to establish the rank order of each reviewer for the selection of the Consultant. The rank order score of reviewers will be combined to determine the final rank score for the selection of the Consultant.

All individual evaluations should be signed and dated by the evaluator. The Technical Review Committee will shortlist no less than three consultants.

9.1 SHORTLIST CONSIDERATION FACTORS

- a. The volume of work previously awarded to the Consultant by the MTPO as evidenced by new agreements and supplemental amendments executed between the MTPO and the Consultant within the past five years (for less work assign more points and for more work assign fewer points) (0 to 20 points).
- b. The distribution of work among the competing Consultants and the utilization of new Consultants (0 to 20 points).
- c. An indication of the firm's potential (available manpower) for additional work in the next 30 months (0 to 20 points).
- d. Balancing the needs of the project to the abilities of the Consultants (0 to 20 points).
- e. The Consultant's working relationship with the MTPO on previous projects (if there is no work on previous projects, assign 0 points) (0 to 20 points).

9.2 SHORTLIST NOTIFICATION

At the conclusion of the shortlist meeting, the MTPO's Project Manager will contact each firm that submitted a Letter of Qualification to inform them of which consultants were shortlisted.

10. PREPARATION OF REQUESTS FOR PROPOSALS

The MTPO's Project Manager will prepare the Request for Proposal (RFP) package to be provided to the shortlisted consultants. The RFP package shall include the following:

10.1 INSTRUCTIONS FOR WRITTEN PROPOSALS

The following information will be submitted in the written proposal:

- a. The shortlisted consultants will use simplified proposal formats and packaging for the proposal and will restrict the content of the proposal to a demonstration of an awareness of project issues, explanation of the proposed approach to the project, and plans for the staffing of the project.
- b. There is a limit of 20 single sided, letter sized pages, exclusive of resumes, staffing charts and required forms for written proposals. Font size will be 12 pitch or larger. The length of resumes will also be limited to two pages per person.
- c. Faxed and e-mailed proposals will not be accepted.
- d. The shortlisted consultants will submit as part of the written proposal a summary staff hour estimate.
- e. The shortlisted consultants will submit all of the forms contained in Exhibit D.
- f. The shortlisted consultants will submit eleven copies of the written proposal to the MTPO's Project Manager. One of these copies must be a clean, single sided original that can be used to make additional copies.
- g. Written proposals, and requisite copies, must be received by 5:00 p.m., July 11, 2008 at the office of the Metropolitan Transportation Planning Organization. All proposals must be sent to the attention of:

Mr. Marlie Sanderson, AICP, Director of Transportation Planning
Metropolitan Transportation Planning Organization
2009 N.W. 67th Place, Suite A
Gainesville, Florida 32653-1603

10.2 INSTRUCTIONS FOR ORAL PRESENTATIONS

The following information will be addressed in the oral presentations:

- a. The shortlisted consultants will make their presentations project specific. The presentations will demonstrate an awareness of project issues, explain the proposed approach to the project, and discuss plans for the staffing of the project.
- b. Any handouts to be submitted at the Oral Technical Presentation will be restricted to copies of visual aids used in the presentation.
- c. There will be a maximum of five participants.
- d. The time limit will be 20 minutes for a formal presentation, 15 minutes for questions and answers, and 10 minutes for setup and takedown.
- e. Videos may not be used in the presentation. However, any other media may be used.
- f. Additional written submittals will be restricted to staffing charts, resumes, staff hour estimates and schedule of events. This material will be submitted to the Project Manager prior to the presentation.
- g. The order of presentations shall be by random drawing at the scope of services meeting.

10.3 SCOPE OF SERVICES

For a detailed description of the required consultant services for the MTPO, refer to EXHIBIT "A", Scope of Services. For a detailed description of the required consultant services for the University of Florida, refer to EXHIBIT "B", Scope of Services.

10.4 PROPOSED METHOD OF COMPENSATION

The proposed method of compensation is a lump sum fee. Compensation will be provided to the CONSULTANT for costs associated with the project. These costs shall include employee salaries, overhead, fringe benefit allowances, travel costs and other expenses as related to the performance of this work.

In addition to compensating the CONSULTANT for project costs, the lump sum fee shall include an operating margin for professional services. The operating margin shall be a factor of the salary related costs (employee salaries plus overhead and fringe benefits).

10.5 CONSULTANT SELECTION

The Oral Technical Presentations given by the consultant firms being considered for final selection shall be reviewed by the Technical Review Committee. The Technical Review Committee will rank the consultant firms in order of preference.

The Technical Review Committee shall make the final selection based upon the rank order score. The Technical Review Committee shall select in order of preference the firms deemed to be the most highly qualified to perform the required services. Immediately after the selection, the shortlisted consultants shall be notified of the selection results.

10.6 TECHNICAL REVIEW CRITERIA

The criteria to be used in the evaluation of proposals and presentations is identified in the Section entitled Review of Technical Proposals and Presentations.

10.7 SCOPE OF SERVICES MEETING

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed project, answer questions on the scope of services, method of compensation, instructions for submitting proposals, and other relevant issues. Since the RFP package is the working document on which a scope of services meeting is based, the shortlisted Consultants should be furnished a copy of the RFP at least one week prior to the scope meeting, but as a minimum, a copy of the scope of services.

The scope of services meeting should be attended by representatives of the shortlisted consultants and subconsultants, as appropriate, Project Manager, other functional area representatives (as necessary), and moderated by the Project Manager. The Project Manager will explain and answer questions to clarify project objectives. The Project Manager will explain and answer questions to clarify contractual requirements and method of compensation, and selection procedures. The Project Manager will establish an information cutoff date at the scope of services meeting which should be no less than seven calendar days prior to the proposal submittal deadline. No questions should be answered relating to the project objectives after the information cutoff date. The consultants will direct all questions after the scope meeting to the Project Manager.

During and after the scope of services meeting, it is the responsibility of the Project Manager to ensure that each shortlisted Consultant develops their technical proposal with the same information. If a Consultant receives information from the Project Manager relating to the project prior to the Information Cutoff Date, the Project Manager will ensure that all shortlisted consultants receive the same information in a timely fashion. The project file will clearly document all communications with any Consultant regarding the scope of services by the Project Manager.

At the conclusion of the scope meeting, or when it is reasonable to assume that no further scope changes will be required, the Project Manager will update the scope of services as necessary. The updated scope will be made available to each member of the Technical Review Committee prior to the evaluation of the technical proposals. Also, should significant changes result from the scope of services meeting, the shortlisted consultants should be provided the updated scope of services.

10.8 ADDITIONAL TERMS AND INSTRUCTIONS

The following terms and conditions will apply to all short listed consultants.

10.8.1 INQUIRIES

Verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the proposal will not be given. A verbal statement regarding same by any person shall be non-binding. All changes, if necessary, shall be made by written addendum to the proposal.

Any explanation desired by Consultants must be directed in writing to Mr. Marlie Sanderson, AICP, MTPO Staff Director. If an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Consultant who has received a set of the proposal documents. Consultants obtaining proposal documents from any other source must notify Mr. Sanderson of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to:

Mr. Marlie Sanderson, AICP, Project Manager
Metropolitan Transportation Planning Organization (MTPO)
2009 NW 67 Place, Suite A
Gainesville, FL 32653-1603

Telephone (352) 955-2200, Extension 103
Email: sanderson@ncfrpc.org

10.8.2 CONFIDENTIALITY

From the date of issuance of this RFP, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the MTPO, unless permitted by the MTPO Project Manager, in writing, for purposes of clarification only.

10.8.3 PERFORMANCE INVESTIGATIONS

As part of the proposal evaluation process, the MPTO may make inquiries and investigations, including verbal or written references from vendor's customers, to determine the ability of the vendor to offer service.

10.8.4 AMERICANS WITH DISABILITIES ACT

If special accommodations are needed in order to attend any meeting relating to this process, contact Mr. Marlie Sanderson at the address or phone number noted above.

11. REVIEW OF TECHNICAL PROPOSALS AND PRESENTATIONS

Each member of the Technical Review Committee must base their evaluation on the same criteria so that value uniformity can be established. The following considerations will be used. The evaluation criteria, including their relative importance, will be provided to the shortlisted Consultants in the RFP or at the scope of services meeting.

- a. **Awareness of Project Issues:** (0 to 30 points) - Includes the Consultant's understanding of the scope of services and of any unique issues involved in the project.
- b. **Proposed Approach to Project:** (0 to 30 points) - Includes the Consultant's approach to the project, unique concepts and cost saving suggestions, proposed quality review schedule, the reasonableness of the proposed schedule based on the quantity of personnel available, and whether the individual tasks are staged properly and in proper sequence.
- c. **Proposed Project Staffing:** (0 to 30 points) - Includes the Consultant's staffing quality and availability, experience on similar projects, proposed Subconsultants, interrelationship between the Consultant and any proposed Subconsultants.
- d. **Other Considerations:** (0 to 10 points) Communication ability, use of specialized equipment, proximity to project, commitment to satisfy the MTPO's needs, and past performance on similar projects.

The Technical Review Committee members should provide objective evaluations from a solely technical standpoint. The Committee is allowed to discuss the presentations before points are assigned. However, the assignment of points must be done individually by each reviewer and not as a consensus of the Committee.

When each evaluator has completed the evaluation of each proposal, the raw scores will be transmitted to the Project Manager, who will calculate the total score of each reviewer. These scores will be used to establish the rank order of each reviewer for the selection of the Consultant. The rank order score of reviewers will be combined to determine the final rank score for the selection of the Consultant. All individual evaluations should be signed and dated by the evaluator.

The Technical Review Committee will consider the Staff Hour Estimates during the evaluation of the Consultants only in terms of understanding of the scope. The Staff Hour estimates will not be assigned evaluation criteria points; however, the work effort is recognized as an indication of scope understanding.

12. RANKING OF SHORTLISTED CONSULTANTS

The Technical Review Committee will rank in order of preference the firms deemed to be the most highly qualified to perform the required services.

13. NEGOTIATING CONTRACT FEES

13.1 Negotiating Work Effort

Upon the ranking of the shortlisted Consultants, the MTPO and University of Florida Project Managers will begin negotiations with the number one ranked Consultant. At this time, the Consultant will submit a detailed Staff Hour Estimate and Fee Proposal. The negotiations for work effort should focus on the technical proposal for the purpose of clarifying and resolving any differences concerning the scope of the project and the level of effort necessary to accomplish the project. The objective of work effort negotiations is to ensure that estimated work effort is fair and reasonable.

13.2 Identification of the Basis for Proposed Wage Rates

- a. A payroll register containing current pay rates will be required to support proposed pay rates. The submittal will contain a certification from a responsible company official that the rates are actual on that particular date.
- b. If averages for select employees are used, an explanation of how the average wage rate was computed (i.e., straight average, weighted average, etc...) will be required.

13.3 Overhead and Fringe Benefits

- a. The Consultant must provide an overhead statement and proposed overhead rate based on the Consultant's financial records of the most recently completed fiscal year.
- b. If the proposed project requires the establishment of a field office, a separate overhead rate for the field office must be submitted.

13.4 Operating Margin

The operating margin which is paid in a Consultant contract does not necessarily represent net profit to the Consultant. Operating margin is intended to compensate the Consultant for those normal business expenses which are excluded from allowable overhead by Federal Regulation (e.g., interest, advertising, bad debts, etc...) as well as provide the Consultant with a reasonable profit.

Operating margin is normally calculated as a percentage of the subtotal of direct salaries and applicable overhead. The percentage is negotiated within a range of 10 to 15 percent. The resulting dollar amount is the "fixed fee" in a cost plus fixed fee type contract or becomes part of the total fixed price in a lump sum agreement. The negotiation of operating margin as a fixed fee provides incentives for the Consultant for efficient contract performance, since completion of the project with less than estimated costs will result in a higher profit margin.

The following factors should be considered in negotiating the operating margin.

- a. **Complexity of the Project:** More complex projects requiring a high degree of expertise and technical skills, or unusual management requirements due to coordination of complex schedules or numerous subconsultant(s), may justify a higher operating margin.
- b. **Degree of Cost Risk Assumed by the Consultant:** Projects tightly negotiated as lump sum amounts may involve greater risk of loss for the Consultant than projects negotiated as cost plus fixed fee. The greater the risk, the higher the operating margin.
- c. **Cost Control Efforts:** Specific measures taken to control costs and increase productivity on the project should be recognized. The Consultant's history of accomplishing projects within time and budget constraints, as well as low overhead costs, should be considered favorably in negotiating operating margin.
- d. **Size and Duration of the Project:** Short term projects which require full time commitment of staff for a brief period, can be costly for the Consultant in terms of staff utilization and may justify consideration of higher operating margin.

Any other factors which impact the cost/benefit of the project to the MTPO or the Consultant may be considered in negotiating the operating margin. Few projects require the Consultant to incur overtime cost. If overtime is required, the percentage of operating margin negotiated for the overtime may be less than the percentage used for regular time. Operating margin and overhead are not allowed on the premium portion of overtime nor on facilities capital cost of money. For supplemental services, operating margin is normally negotiated in the same manner as original agreements, but is a negotiable item and should not be considered as an automatic entitlement.

13.5 Expenses

- a. Sufficient documentation must be provided to support the basis for all expenses contained in the price proposal. Written quotes from vendors, invoices reflecting prices paid on previous purchases, copies of catalog pages, etc... may be used as support for the proposed prices. Verbal quotes from vendors may be acceptable if adequate supporting documentation (name and telephone numbers of the person furnishing the price quote) is provided. The acquisition of any item costing more than \$1,000 will be supported by at least two quotes, when competition exists.

- b. As a general rule, the method of reimbursement for purchase by the Consultant of any capital asset (item costing \$500 or more and having a life expectancy of 1 year or more) will be determined through the use of a lease versus purchase analysis. A copy of the analysis will be included in the audit package. In addition, a reasonable allowance for salvage value of the items must be provided. Acquisition of capital assets for MTPO ownership through service contracts is normally not acceptable. The requirements of **Rule 60A-1.017, F.A.C.**, must be considered when this is necessary.
- c. Unit rates used to compute travel costs may not exceed those authorized for State employee travel in accordance with Florida Statutes. Air fare must be based on coach rates with reasonable advance purchase and costs for rental cars must be based on the use of compact cars, unless otherwise justified and approved by the MTPO.
- d. The cost basis for the unit rates used for CADD, computer, and Facilities Capital Cost of Money must be fully supported. If the unit rates used for such costs are not verified in the annual overhead audit, the Consultant cannot propose the costs as direct costs on an MTPO project.
- e. The Consultant's annual overhead audit must certify that costs for in-house produced services, including printing and copying, which are charged directly to projects, are not included in overhead and are consistently charged to all clients. If such services are not addressed as required in the current audit, the Consultant must be required to provide a statement certifying that such costs are not included in overhead and are consistently charged to all clients, with the understanding that the costs will be addressed in the next overhead audit.

13.6 Subconsultant Costs

Subconsultant(s) costs must be specifically identified in the price proposal and supported in a manner that will allow a determination that the proposed costs are fair, reasonable and competitive. Usually, this will require submission of the same type of data as required for the Prime Consultant. This includes support for wage rates, loaded billing rates, rates per unit of work, direct expenses and overhead. For subcontracts with fees at or greater than \$250,000, an acceptable overhead audit report performed by an independent CPA will be required to document the consultant's overhead rate and the adequacy of the consultant's accounting system. For subcontracts with fees of less than \$250,000, a self-certified overhead statement may be accepted in lieu of an audit report. For such subcontracts with fees less than \$250,000, the requirement for an overhead statement may be waived for specialists who typically charge on a loaded billing rate basis or for consultants providing other than professional services. For consultants where the requirement is waived, loaded billing rates will be negotiated with each contract to insure reasonableness.

13.7 Fee Proposal Review

The Project Managers will review the various cost elements to determine if the cost elements contained in the fee proposal are necessary for the performance of the required services. For instance, are the ten trips to Gainesville, 5,000 hours of CADD, rental of specialized equipment, necessary for the project or are other quantities appropriate?

The Project Managers should verify the mathematical accuracy and cost elements of the fee proposal, review the technical analysis, and then review the audit package to determine if it adequately supports the costs contained in the Consultant's fee proposal. The Project Managers should also review all proposed salaries to determine if they are in line with prevailing wage rates.

Any errors, deficiencies, or omissions noted during the review of the fee proposal and audit package by the Project Managers should be brought to the attention of the selected Consultant, and corrective data should be requested immediately.

The Project Managers should specifically identify those items of proposed costs which were identified as questionable or unresolved. The Consultant will then be given an opportunity to provide support for those items or to eliminate them from the fee proposal.

If the Consultant cannot provide adequate supporting data for a particular proposed cost, the Project Managers may determine that the proposed cost is reasonable based on personal knowledge, experience with similar projects, and contacts with vendors. The Project Managers may have the Consultant furnish additional data for review and resolution.

13.8 Negotiations

Final negotiations will reconcile any variances in work effort from that previously negotiated and establish the compensation to be paid the Consultant for the services to be rendered. The results of all negotiations with the Consultant must be documented in writing and made a part of the permanent project file. The negotiated compensation will be in an amount the MTPO and University of Florida determines is fair, competitive, and reasonable considering the scope and complexity of the project.

Should the MTPO and University of Florida be unable to resolve differences in the considered data or negotiate a fair and reasonable fee for the services, the MTPO and University of Florida will terminate negotiations with the Consultant documenting the reason for rejection and initiate the aforementioned procedure with the Consultant previously ranked second by the MTPO and University of Florida.

Should the MTPO and University of Florida be unable to negotiate an agreement with the second ranked Consultant, the aforementioned procedure will be initiated with the third ranked Consultant. Should the MTPO and University of Florida be unable to negotiate a satisfactory agreement with any of the selected Consultants, the MTPO will select additional Consultants in order of their competence and qualification and continue negotiations in accordance with these procedures until an agreement is reached, or initiate a new selection process.

14. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The MTPO, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation. Further, the MTPO will not discriminate against proposers on the basis of race, color, gender, religion, national origin, age, disability or marital status in consideration for an award.

The Consultant or their sub-consultant shall not discriminate on the basis of race, color, gender, national origin, religion, age, disability or marital status in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of a contract.

15. APPEALS PROCEDURE

The appeals procedure will be as provided for in Chapter 120, Florida Statutes. Failure to file a notice of protest or failure to file a formal written protest within the time prescribed in Section 120.57 (c), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- a. Any person adversely affected by the specifications contained in the request for proposal solicitation shall file a notice of protest in writing within 72 hours of the receipt of the request for proposal and shall file a formal written protest within ten days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- b. Any person adversely affected by the intended decision to award a contract or to reject all requests for proposals shall file a notice of protest, in writing, within 72 hours after the posting of the ranking and selection of consultant or within 72 hours after receipt of the notice of the intended decision, and shall file a formal written protest and post a bond within ten days after the date filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. The bond shall be posted in accordance with Section 287.042 (b) (c), Florida Statutes.
- c. All notices of protest and formal protests shall be filed with Mr. Scott R. Koons, Chief Staff Official at the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, 2009 N.W. 67 Place, Suite A, Gainesville, Florida 32653-1603. Filing is completed upon delivery to and receipt by the above named person.
- d. A protest is not timely filed unless both the notice of protest and the formal protest are received within the required time limits.
- e. A written notice of protest which is filed by 5:00 p.m. on the date on which the 72 hours expires shall be timely.
- f. In computing the time in which to file a notice of protest or formal protest, the day of the event from which the designated period of time begins to run shall not be included. Saturdays, Sundays and holidays when the Metropolitan Transportation Planning Organization offices are closed shall be excluded from the computation of the 72-hour time period.

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EXHIBIT A
MTPO SCOPE OF SERVICES

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EXHIBIT A-
SCOPE OF SERVICES
FOR THE
GAINESVILLE URBANIZED AREA
YEAR 2035 LONG RANGE TRANSPORTATION PLAN UPDATE

Prepared for:

Metropolitan Transportation Planning Organization
for the Gainesville Urbanized Area

With Assistance from:

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INTRODUCTION

Every five years, the Metropolitan Transportation Planning Organization (MTPO) for the Gainesville Urbanized Area updates its Long Range Transportation Plan (LRTP). The purpose of this plan update is to encourage and promote a safe and efficient transportation system to serve future year transportation demands. Results of the LRTP process are intended to serve the overall mobility needs of the area, while also being cost effective and consistent with state and local goals and objectives.

The Gainesville Urbanized Area is located in the center of Alachua County, Florida and incorporates the City of Gainesville, as well as the surrounding urban and transitioning areas. Census 2000 data indicates that this area is inhabited by approximately 159,000 residents and accounts for about half of the county's total population.

The MTPO manages the transportation network and mobility needs for the defined urban area and recognizes the inter-connectivity between network accessibility and land use development patterns. Prior decision making has focused on producing a multi-modal transportation network consisting of roads, transit service, bicycle/pedestrian facilities, and a regional airport. These modes of transportation provide a foundation for handling the flow of goods and services to and from the area, as well as establish a system for area residents to access jobs, shopping and recreational facilities.

This document presents the tasks and data requirements to identify and develop a list of transportation projects to meet anticipated future demand needs of the Gainesville Urbanized Area through the year 2035. Major components of this update process include consistency with federal and state guidelines as established in the Metropolitan Planning Organization Program Management Handbook and significant attention to public participation, mapping, data development, and model validation. These components will establish a policy foundation for long range transportation decisions affecting the Gainesville area and are described in more detail in the following list of tasks.

Unless otherwise stated, all tasks discussed in the following pages will be the responsibility of the CONSULTANT.

SAFETEA-LU REQUIREMENTS

Federal and state statutes outline the general requirements for Long Range Transportation Plan updates. These outlines are broadly defined by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU) and include the following provisions:

- A. Modifies the requirements for the long range transportation plan by adding requirements for a discussion of mitigation activities and expanding the consultation requirements to include other types of planning activities affected by transportation.
- B. Requires that the following eight (8) planning factors are explicitly considered, analyzed and reflected in the planning process products:
 - 1. support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
 - 2. increase the safety of the transportation system for motorized and nonmotorized users;
 - 3. increase the security of the transportation system for motorized and nonmotorized users;
 - 4. increase the accessibility and mobility of people and freight;
 - 5. protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
 - 6. enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
 - 7. promote efficient system management and operation; and
 - 8. emphasize the preservation of the existing transportation system.
- C. In addition to the 8 planning factors, described above, there are multiple requirements for the metropolitan long range transportation plan as specified in federal law and regulation. They require that the LRTP, at a minimum:

1. identify transportation facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors) that function as an integrated system, giving emphasis to facilities that serve important national, state and regional transportation functions. **[23 U.S.C.134 (i)(2)(A); 23 C.F.R. 450.322(f)(2)]**
2. include discussion of the types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the plan. This discussion shall be developed in consultation with federal, state, and tribal, wildlife, land management, and regulatory agencies. **[23 U.S.C. 134 (i)(2)(B)(i); 23 C.F.R. 450.322(f)(7)]**
3. include a financial plan that demonstrates how the adopted transportation plan can be implemented and indicates public and private resources that are reasonably expected to be available to carry out the plan. **[23 U.S.C. 134 (i)(2)(C); 23 C.F.R. 450.322(f)(10)]**
4. include operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods. **[23 U.S.C. 134 (i)(2)(D); 23 C.F.R. 450.322(f)(3)]**
5. include capital investment and other strategies to preserve the existing and future system and provide for multimodal capacity increases based on regional priorities and needs. **[23 U.S.C. 134 (i)(2)(E); 23 C.F.R. 450.322(f)(5)]**
6. include proposed transportation and transit enhancement activities. **[23 U.S.C. 134 (i)(2)(F); 23 C.F.R. 450.322(f)(9)]**
7. identify the projected transportation demand of persons and goods in the metropolitan planning area over the period of the plan. **[23 C.F.R. 450.322(f)(1)]**
8. identify pedestrian walkway and bicycle transportation facilities in accordance with 23 U.S.C. 217(g). **[23 C.F.R. 450.322(f)(8)]**
9. within Transportation Management Areas (TMAs), the plan should address congestion management through a metropolitan-wide strategy of new and existing transportation facilities and the use of travel demand reduction and operational management strategies. **[23 USC 134 (k)(3); 23 C.F.R. 450.322(f)(4)]**
10. describe proposed improvements in sufficient detail to develop cost estimates. **[23 C.F.R. 450.322(f)(6)]**

TECHNICAL TASKS

This Scope of Services is subdivided into five separate tasks that outline the basic requirements of the LRTP update. Unless otherwise noted, the CONSULTANT is expected to fulfill each of the defined tasks and provide written documentation in the form of technical reports and/or memorandums. The tasks to complete the LRTP update are defined as follows:

Task 1:

Public Involvement - It is imperative that the public involvement aspect of this update conform to federal and state guidelines and provide ample opportunity for public review and comment.

Task 2:

Data Collection, Mapping and Data Development - Aspects of this task include development of the highway and transit networks, review and update of the model's traffic analysis zones (TAZ), development of socioeconomic data (ZDATA) and the research of future financial resources.

Task 3:

Data Review and Verification - Task III includes a careful review and analysis of socioeconomic data and model input files.

Task 4:

Model Update and Validation - This task involves the validation of each of the components of the travel demand model to federal and state recommended thresholds.

Task 5:

Year 2035 Transportation Needs Plan and Cost Feasible Plan - Elements within this task provide for the development of the Year 2035 Needs Plan and Year 2035 Cost Feasible Plan.

TECHNICAL REPORTS

For reference purposes, it is important that the entire work effort be well documented. Technical reports detailing methodology and technique are required for each task. Specifically, the following seven technical reports are required.

Technical Report 1- documents public involvement in the plan development process.

Technical Report 2- develops required maps, background data and financial resource information.

Technical Report 3- documents data review and verification.

Technical Report 4- documents model update and validation.

Technical Report 5- documents the development of the Year 2035 Needs Plan.

Technical Report 6- documents the identification, evaluation and selection of the Year 2035 Preliminary and Constrained Needs Plan, all Needs Plan Alternatives and the Year 2035 Needs Plan project ranking.

Technical Report 7- documents the development of the Year 2035 Cost Feasible Plan.

TASK 1 - PUBLIC INVOLVEMENT

Public participation is a critical component of the long range transportation planning process. Therefore, the CONSULTANT will develop a proactive public involvement plan that will have early and continuing involvement of the public in the plan development process. This plan will allow adequate opportunity for involvement of public officials (including elected officials) and citizens in the development of the long range transportation plan before approval by the MTPO.

The CONSULTANT shall develop and use a documented public participation plan that defines a process for providing citizens, affected public agencies, agencies responsible for land use management, natural resources, environmental protection, conservation and historic preservation, representatives of public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with responsible opportunities to be involved in the development of the long range transportation plan.

1.1 PUBLIC INVOLVEMENT PLAN

The public participation plan developed by the CONSULTANT shall describe explicit procedures, strategies, and desired outcomes for:

1. Providing adequate public notice of public participation activities and time for public review and comment at key decision points, including but not limited to a reasonable opportunity to comment on the proposed long range transportation plans;
2. Providing timely notice and reasonable access to information about transportation issues and processes;
3. Employing visualization techniques to describe proposed long range transportation plans;
4. Making public information (technical information and meeting notices) available in electronically accessible formats and means, such as the World Wide Web;
5. Holding any public meetings at convenient and ADA accessible locations and times;
6. Demonstrating explicit consideration and response to public input received during the development of the long range transportation plan;
7. Seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low-income and minority households, who may face challenges accessing employment and other services; and

8. Providing an additional opportunity for public comment, if the final long range transportation plan differs significantly from the version that was made available for public comment by the MTPO and raises new material issues which interested parties could not reasonably have foreseen from the public involvement efforts.

When significant written and oral comments are received on the draft long range transportation plan (including the financial plan), the CONSULTANT shall prepare a summary, analysis, and reports on the disposition of public comments and include this material as part of the adopted Year 2035 Cost Feasible Plan. Agendas for all public hearings will be available in Braille or large print upon request, as will recorded versions of the same. With advance notice, sign language interpretation will be available for all public meetings. The availability of these media alternatives will be advertised.

Elements of this work task are integrated throughout the study process and includes the following:

1. Development of Goals, Objectives and Evaluation Criteria;
2. Presentations to the Citizens Advisory Committee (CAC), Technical Advisory Committee (TAC), Bicycle/Pedestrian Advisory Board (BPAB) and the MTPO;
3. Public presentations;
4. Preparation of an Executive Summary; and
5. Preparation of a Year 2035 Plan poster similar in design to the Year 2020 and Year 2025 MTPO Livable Community Reinvestment Plan posters.

1.2 DEVELOPMENT OF PUBLIC INVOLVEMENT STRATEGIES

The CONSULTANT will develop a public involvement strategy for the long range transportation plan update. This strategy will be consistent with the MTPO's *Public Involvement Plan* and an outreach program will be conducted to involve the elderly, persons with disabilities, minorities and low income community and other groups traditionally under-represented in the plan update process. Strategies to solicit input from the business, environmental and other communities of local significance will also be addressed.

1.2.1 Communication approaches to be used include the use of periodic newsletters and Internet Web site. This site will be a direct link from the North Central Florida Planning Council's web site and will provide access to materials prepared during the plan update process.

1.2.2 The CONSULTANT will work with the public, the MTPO Advisory Committees and the MTPO to develop a list of goals and objectives that will govern the development of the LRTP, including long-range and short-range strategies and actions consistent with state and local goals and objectives. The CONSULTANT will develop a process that will insure that the public has ample opportunity to provide input in developing the goals and objectives for the LRTP.

The CONSULTANT will develop draft goals and objectives that include a careful review of the goals and objectives adopted by the City of Gainesville and Alachua County in their Comprehensive Plans. The State Comprehensive Plan and the North Central Florida Strategic Regional Policy Plan will also be reviewed. Efforts will be made to ensure that the goals and objectives of this update are consistent with other local and regional comprehensive plans.

The CONSULTANT will include goals concerning safety and security. This information will be provided to the public during the first series of public workshops. These workshops will be held at locations throughout the urbanized area.

1.2.3 The CONSULTANT will incorporate visualization techniques in the public participation process to describe various aspects of the long range transportation plan.

1.2.4 At least seven (7) briefings each will be held for the MTPO's Citizens Advisory Committee (CAC), Technical Advisory Committee (TAC) and MTPO, including representatives of the FDOT, with the understanding that if the CAC and TAC meet on the same day, and the CONSULTANT meets with each Committee separately, this only counts as one briefing. The MTPO's Bicycle/Pedestrian Advisory Board will be invited and encouraged to attend briefings that are made to the CAC and TAC.

The CONSULTANT will be responsible for all handout material, graphics, visual aids and equipment necessary for these presentations. The purpose of these briefings will be to discuss the progress of the update, key decisions and milestones.

- 1.2.5** The CONSULTANT, will advertise and conduct at least four (4) public informational meetings early in the planning process. These meetings will inform the public of the upcoming LRTP update and occur early in the project to outline the study scope, goals and timing. A portion of each meeting will be devoted to questions and answers and the public will be asked to identify and provide information about problem areas.

The MTPO shall conduct a minimum of two (2) public hearings, one to solicit public comment on the proposed Year 2035 Needs Plan, and one to solicit public comment on the proposed Year 2035 Cost Feasible Plan. The CONSULTANT will send mailers to announce all public meetings at least ten days in advance.

- 1.2.6** The CONSULTANT shall document the entire public involvement effort in **Technical Report 1**. This document will include photographs, a review of materials and subjects discussed, recurrent issues or themes, and results of the process. The CONSULTANT is responsible for preparing meeting minutes for all public workshops, meetings and hearings, including documenting all public comments. All meeting minutes, emails, comments from the public, and related information will be compiled in **Technical Report 1**.

TASK 2 - DATA COLLECTION, MAPPING AND DATA DEVELOPMENT

The purpose of this task is to develop the maps, model networks and data files needed to validate and run the transportation model. Data inputs to the model include socioeconomic data in the form of ZDATA files, traffic counts and transit ridership. This task will also develop existing and projected financial resources to fund needed transportation projects by the Year 2035. **Technical Report 2** will describe the entire map development effort, as well as the development of ZDATA and the research of future financial resources.

2.1 DATA COLLECTION

CONSULTANT will collect datasets from the existing model and determine if they contain any usable information. CONSULTANT will collect, create, and/or compile datasets necessary to validate and calibrate the Gainesville Urban Area Transportation SYSTEM (GUATS) travel demand model. CONSULTANT will revise screenlines and cutlines as necessary. CONSULTANT will collect and utilize all necessary traffic count data. CONSULTANT will conduct a roadway inventory to develop a 2007 Highway System Network including facility type, number of travel lanes in each direction, presence of turn lanes, posted speed, functional classification and other information as necessary. This roadway inventory will incorporate existing roadway inventory data for the state system from FDOT. The CONSULTANT will be responsible for the coding, reviewing, editing and debugging of the 2007 base year network. CONSULTANT will collect necessary transit service data in order to construct transit networks and validate/calibrate the GUATS model.

- 2.1.1 The screenlines and cutlines developed for the previous Update will be revised as appropriate and used in the validation of the 2007 Base Year Model. The CONSULTANT will be responsible for the review and modification of the screenlines and cutlines.
- 2.1.2 The CONSULTANT is responsible for all traffic count data necessary to validate/calibrate the 2007 Base Year Model. Extensive traffic count data has been collected by the MTPO, FDOT, the City of Gainesville and other partner agencies. The data will be made available to the CONSULTANT. The CONSULTANT will review the traffic count data/locations for adequacy and shall adjust the counts to average weekday peak season counts. Seasonal adjustment factors for local roads developed by the MTPO will be used where appropriate.
- 2.1.3 A highway network shall be developed by the CONSULTANT for the 2007 Base Year. The structure of this network will be consistent with the highway network for the previous update. This network must also include double digit coding to allow for more accurate facility type representation. The revised model network will incorporate changes to networks since the last plan update.
- 2.1.4 A Transit Network shall be developed by the CONSULTANT for the 2007 Base Year. The structure of this model system will be consistent with the transit base year network for the previous Update.

- 2.1.5** Transit service data necessary to validate/calibrate the travel demand model will be obtained from the Regional Transit System (RTS) by the CONSULTANT for both City and University of Florida (UF) campus routes. All appropriate data obtained from special transit studies will be reviewed and incorporated by the CONSULTANT where suitable.

Transit service data will include, but not be limited to:

- A. AM Peak Screenline Ridership by route, mode and corridor;
- B. Midday (off-peak) Screenline Ridership by route, mode and corridor;
- C. Average Weekday Ridership by route, mode and corridor; and
- D. Average Weekday Transfer Data for AM Peak and Midday Ridership transferring between modes and between routes of the same mode.

2.2 MAPPING

The CONSULTANT will be required to provide maps and digital copies of the data collected to MTPO staff to facilitate the review and revision of the data prior to its use during model validation and calibration. Maps and data may include the study area boundary, the principal street system, traffic analysis zones (TAZ), the highway system network maps (link/node plots) and data files, the transit system network maps and data files and other such maps that will be used as working instruments.

All shapefiles are to be delivered to the MTPO by the CONSULTANT in FSUTMS format and in ESRI ArcView shapefile format (Version 9.0 or later). Network maps will be in line format with all roadway and/or transit network attributes and shall be used on the City of Gainesville's Street Centerline File unless an alternative road dataset is agreed upon by MTPO staff. The data shall be projected using NAD83 North Florida State Plane Feet coordinate system unless an alternative projection system is agreed upon by MTPO staff.

- 2.2.1** A new Traffic Analysis Zone (TAZ) Map will be developed for the GUATS 2035 Update. This task will be prepared by the CONSULTANT and provided to the MTPO staff for review prior to model validation.
- 2.2.2** A Highway System Network Map shall be developed by the CONSULTANT for the 2007 Base Year Network and include double-digit coding for more specific facility and area type designations. The CONSULTANT will provide draft Highway System Network maps and data to MTPO staff for review prior to model validation. The Network will also utilize the true shape display function in CUBE for more accurate graphical representation.

2.2.3 A Transit System Network Map shall be developed by the CONSULTANT for the 2007 Base Year. The format of this map will be consistent with the transit base year network for the previous Update. The CONSULTANT will provide draft Transit System Network maps and data to MTPO staff and RTS staff for review prior to model validation.

2.2.4 The development of all maps will be documented by the CONSULTANT in Technical Report 2.

2.3 DATA DEVELOPMENT

The socioeconomic data developed for the Year 2035 Update will be prepared by MTPO staff. Base year data (2007) will be developed by using information obtained from the 2000 Census, FDOT's 2000 Household Survey, Info USA employment data, Chamber of Commerce Employment Statistics and Property Appraiser records where necessary.

The scope of services for this plan update will test and evaluate one future land use scenario. This scenario represents the most realistic forecast of where people will live and work in Alachua County in the Year 2035 based upon currently adopted comprehensive plans.

MTPO staff will also work with the University of Florida staff to develop specific socioeconomic data related to model production and attraction rates for the University campus and surrounding areas. In coordination with the University of Florida's Comprehensive Master Plan Update, more specific information regarding campus trip generation rates, mode splits and auto occupancy rates will be included in the Year 2035 Update by the CONSULTANT.

The CONSULTANT will assist MTPO staff in review of this data, perform necessary edit checks and make any corrections as may be required. Additionally, the CONSULTANT will deliver all ZDATA in FSUTMS format and in ArcView format for the TAZ and boundary maps.

The CONSULTANT will obtain data relating to travel demand for airports, intermodal facilities, recreation areas, significant commercial activity centers and freight distribution facilities. The intent is to accumulate sufficient data suitable for analyzing the adequacy of "access" to such facilities. MTPO staff and the CONSULTANT will coordinate the development of this list with the City of Gainesville, Alachua County and FDOT.

The CONSULTANT will insure that all data is based upon the latest available estimates and assumptions for population, land use, travel, employment, congestion and economic activity.

2.3.1 ZDATA1: Population and household data for each model TAZ will be obtained from the following sources by MTPO staff:

A. Base year (2007) population and housing data for each TAZ will be obtained from the 2000 U.S. Census for the following:

1. Population and the number of single-family and multi-family units;
2. Auto availability;
3. Percentage of vacant single-family and multi-family units; and
4. Population and number of single-family and multi-family units occupied by non-permanent residents.

This information will be cross referenced with 2007 Property Appraisers' parcel records.

- B. Future year population forecasts will be obtained from the University of Florida, Bureau of Economic and Business Research (BEBR). County level forecasts will be interpolated to estimate the Year 2035 study area population. These forecasts will be developed by MTPO staff and used as control totals for future population and provide a basis for estimating other socioeconomic factors, such as housing and employment.
- C. The number of hotel/motel units will be obtained from the Florida Department of Business Regulation, Division of Hotels and Restaurants. This data will be supplemented by an MTPO staff survey of hotel/motels to determine the percentage of occupied units and persons per occupied unit during the peak season.
- D. In the absence of local data, the percentage of vacant single-family and multi-family dwelling units (DUs) as identified in the Year 2000 Census data will be used.

2.3.2 ZDATA2: Base Year (2007) employment data will be developed by MTPO staff for each TAZ, classified by type (service, commercial, industrial). This data will be verified using Property Appraiser records, occupational licenses and Info USA data provided by FDOT. Employment data will be cross referenced with the Chamber of Commerce's large employers database for consistency (as it relates to size and location).

- A. Parking cost will be developed for the City and UF campus TAZs where short term (average 3 hours) paid parking is available and/or where long term (average 9 hours) paid parking is offered.
- B. Base Year (2007) public school enrollment will be obtained from the Alachua County School Board. Comparable data will be developed for private schools within the study area. *(Note: Private school enrollment data is available from the Florida Department of Education.)*

2.3.3 ZDATA3: The CONSULTANT shall develop data for airports, universities, regional shopping malls, military installations, etc., which function as special generators. The identification of the special generators shall be initiated under this task in coordination with the MTPO, FDOT, the City of Gainesville, Alachua County and the University of Florida.

2.3.4 ZDATA 4 and EETRIPS files developed for the previous update will be reviewed and updated. The CONSULTANT will be responsible for updating the ZDATA4 and EETRIPS files.

2.4 DESIGNATION OF SCREENLINES

The screenlines and cutlines developed for the previous Update will be revised as appropriate and used in the validation of the 2007 Base Year Model. The CONSULTANT will be responsible for the review and modification of the screenlines and cutlines.

2.5 TRAFFIC COUNT DATA

The CONSULTANT is responsible for all traffic count data necessary to validate/calibrate the 2007 Base Year Model. Extensive traffic count data has been collected by the MTPO and FDOT and will be made available to the CONSULTANT. The CONSULTANT will review the traffic count data/locations for adequacy and shall adjust the counts to average weekday peak season counts. Seasonal adjustment factors for local roads developed by the MTPO will be used where appropriate.

2.6 HIGHWAY AND TRANSIT NETWORKS

2.6.1 A highway network shall be developed by the CONSULTANT for the 2007 Base Year. This network will be compatible with the Arc View GIS format. The structure of this network will be consistent with the highway network for the previous update. This network must also include double digit coding to allow for more accurate facility type representation and true shape format for graphical representation. The revised model network will incorporate changes to networks since the last plan update.

2.6.2 A Transit Network shall be developed by the CONSULTANT for the 2007 Base Year. This network will be compatible with the Arc View GIS format. The structure of this model system will be consistent with the transit base year network for the previous Update.

2.7 TRANSIT SERVICE DATA

Transit service data necessary to validate/calibrate the travel demand model will be obtained from the Regional Transit System (RTS) by the CONSULTANT for both City and University of Florida (UF) campus routes. All appropriate data obtained from special transit studies will be reviewed and incorporated by the CONSULTANT where suitable.

Transit service data will include, but not be limited to:

- A. AM Peak Screenline Ridership by route, mode and corridor;
- B. Midday (off-peak) Screenline Ridership by route, mode and corridor;
- C. Average Weekday Ridership by route, mode and corridor; and
- D. Average Weekday Transfer Data for AM Peak and Midday Ridership transferring between modes and between routes of the same mode.

2.8 DATA PROJECTIONS

MTPO staff, with the assistance of FDOT, the City of Gainesville and Alachua County staffs will develop and project the socioeconomic data files (ZDATA1, ZDATA2) for the Year 2035. If available, population projections developed by the Bureau of Business and Economic Research (BEER) will be used as control totals. The CONSULTANT will be responsible for developing the ZDATA4 and EETRIPS Files for the Year 2035. MTPO staff, FDOT, City of Gainesville and Alachua County planning staff will also participate in this effort. In addition, representatives from other municipalities in Alachua County will also be invited to participate in developing this information.

The methodology used to project transit ridership developed for the RTS Transit Development Plan, the RTS Comprehensive Operational Analysis and the MTPO's adopted Livable Community Reinvestment Plan will be used to project future transit ridership. This data will be distributed to existing and projected RTS routes.

2.9 FINANCIAL RESOURCES

The CONSULTANT will be responsible for the accumulation and aggregation of information regarding existing and projected funding sources for modifications outlined in the Year 2035 Needs Plan that will be used in the development of the Year 2035 Cost Feasible Plan. The CONSULTANT shall develop estimates of funds that will be available to support Year 2035 Cost Feasible Plan implementation with the Florida Department of Transportation.

2.9.1 IDENTIFY AND PROJECT AVAILABLE RESOURCES

Identify and Project Available Resources: Historical financial information relative to the funding of transportation services within the study area will be obtained from appropriate federal, state, and local agencies. Based on this historical information and the planning data forecast prepared in the development of the ZDATA, potential financial resources will be forecasted for the Year 2035. The CONSULTANT will report future revenues by funding category. Included in this information, will be financial information from the latest adopted MTPO Transportation Improvement Program.

2.9.2 IDENTIFY SYSTEM OPERATIONS, MAINTENANCE AND CAPITAL COSTS

The CONSULTANT will confirm revenues and costs related to system operations and maintenance activities covered in the long range transportation plan. The financial plan will contain system-level estimates of costs and revenue sources that are reasonably expected to be available to operate and maintain Federal-aid Highways and public transportation.

2.9.3 IDENTIFY NEW PROJECT FUNDING SOURCES

The funding available for new projects is the difference between the funds reasonably expected to be available for transportation modifications minus the funds required to construct committed projects and those funds required to operate and maintain the transportation system. This difference will be the funding available to develop the Year 2035 Cost Feasible Plan.

2.9.4 IDENTIFY AND PROJECT POTENTIAL FUNDING SOURCES

Alternative funding sources such as bonds, transit fares, tolls, special taxing districts, impact fees and local option gas tax shall also be investigated and will be included in the final report by the CONSULTANT as potential funding sources for projects not included in the Year 2035 Cost Feasible Plan. All necessary financial resources from public and private sources that are reasonably expected to be made available to carry out the transportation plan shall be identified.

Should any of these alternatives sources be recommended to fund projects in the Year 2035 Cost Feasible Plan, strategies to ensure the availability and commitment of these sources will be included as part of the recommendation. These "strategies" must include a plan of action describing the steps necessary to enact the sources. The analysis will discuss past successes or failures to secure similar funding sources.

2.9.5 TRANSPORTATION SYSTEM OPERATIONS AND MAINTENANCE

The financial plan shall contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways as defined by 23 U.S.C. 101(a)(5)) and public transportation (as defined by title 49 U.S.C. Chapter 53). The system level costs for operations and maintenance will be included in the main summary Plan document (in addition to the technical report) as a short narrative for both the state and local systems. This material will also discuss how this information was developed.

2.9.6 YEAR OF EXPENDITURE DOLLARS

Revenue and cost estimates must use an inflation rate to reflect “year of expenditure dollars” based on reasonable financial principles and information.

2.10 TECHNICAL REPORT 2

Technical Report 2 will document the entire data development process detailed in Tasks 2.1 through 2.8. As noted earlier, documentation of all tasks, including the development of all maps, data, and financial resources, will be in the form of Technical Memoranda. These memoranda are to be delivered to the MTPO within thirty days of completion of the task.

Technical Report 2 also will document the development of the financial resources estimates. The FDOT’s Statewide Revenue Forecast shall be used to develop an appendix that reflects the use of federal and state funding for “non-capacity projects.” This appendix will be made part of Technical Report 2. A similar effort will be made for documentation of similar local-and/or privately funded projects.

TASK 3 – DATA REVIEW AND VERIFICATION

The primary purpose of this task is to review the model inputs and outputs to ensure that the data sets are adequate for planning purposes. A brief Technical Memorandum will document completion of each task. All Technical Memoranda will be delivered to the MTPO within thirty days of completion of the task.

3.1 REVIEW ZDATA INPUTS

The CONSULTANT shall review the ZDATA to verify that it is in the standardized model format, is accurate, logical and properly coded. This review shall include the use of LUCHECK or similar software programs, as well as random manual checks. All errors and or deviations shall be corrected and documented by the CONSULTANT. MTPO staff will be notified of all errors/corrections/changes through a technical memorandum.

- 3.1.1** The TAZ structure shall be analyzed by the CONSULTANT based on the number of productions and attractions generated. The necessary changes shall be made by the CONSULTANT to ensure a homogeneous TAZ structure in which zones are compatible as to the number of trips generated. The socio-economic data will also be checked for statistical validity and ratio comparisons.
- 3.1.2** The CONSULTANT shall incorporate special generators identified in Task 2.3.3 and ensure compatibility with all other socioeconomic data.
- 3.1.3** The CONSULTANT shall make all necessary changes related to the adjustments made to TAZ boundaries, including all the ZDATA Files and all the Network Files. All activities under this task shall be coordinated with the MTPO, FDOT, City of Gainesville and Alachua County.

3.2 REVIEW 2007 HIGHWAY AND TRANSIT NETWORK

The CONSULTANT shall review the Highway Network for coding errors in facility types, area types, number of lanes and coordinates.

- 3.2.1** The review of the Highway Network shall also include the review of all turn prohibitors.
- 3.2.2** The CONSULTANT shall review the network to determine whether links should be added or deleted to obtain a better assignment and a better reflection of the actual travel pattern.

- 3.2.3 The CONSULTANT shall review the coding of Interstate facilities to ensure that directional links, ramp systems and interchanges are correctly coded.
- 3.2.4 Double digit coding will be used for area and facility type identification on all links.
- 3.2.5 All necessary corrections shall be made by the CONSULTANT and fully documented.
- 3.2.6 All input files and other related transit files will be reviewed and updated as needed.
- 3.2.7 The CONSULTANT will maintain and update bicycle coding.

3.3 REVIEW 2007 TRAFFIC COUNT AND 2007 TRANSIT RIDERSHIP DATA

The CONSULTANT shall review all traffic counts for accuracy and consistency. All traffic counts shall represent peak season weekday traffic and shall be reviewed by the Florida Department of Transportation (FDOT), MTPO, the City of Gainesville and Alachua County prior to model input.

- 3.3.1 The consultant will review the location and number of counts available to ensure that screenlines, cutlines and cordon lines are fully represented. The CONSULTANT will also review the number of counts available within each cell matrix for each facility and area type for the purpose of validation/calibration.
- 3.3.2 The CONSULTANT is responsible for the review of all transit service data and any other input variables needed for the transit and access modes. This effort will include a review and use of data developed for the RTS Transit Development Plan and the RTS Comprehensive Operational Analysis.

3.4 REVIEW TRIP GENERATION RATE

The CONSULTANT shall review trip rates (input files) in the study area for multi-family and single-family dwelling units in the cell matrixes used in the GUATS Model. Modifications to the standard trip generation will be based on FDOT's 2000 Household Survey for Alachua County. Variable attraction rates may be used to add flexibility to the model. All Tranplan-Fortran Trip Generation modules will be converted into a Cube Voyager platform.

The CONSULTANT shall review the trip rate on the total number of productions and attractions in the area, as well as on the FDOT District 2 level. All ZDATA Files shall be double checked if the output of the generation step falls beyond the acceptable range of ten thousand trips per TAZ.

3.5 REVIEW TRIP LENGTH DISTRIBUTION

The CONSULTANT shall review, and if necessary update, the Friction Factor Files used in the GUATS Year 2025 Update and review the trip length distribution curves for each trip purpose.

3.6 REVIEW AUTO OCCUPANCY RATES

The CONSULTANT shall compare the GUATS model auto occupancy rates to results of the 2000 U.S. Census and revise where necessary.

3.7 REVIEW TRANSIT PARAMETERS

The CONSULTANT will review and, if necessary, revise the FSUTMS system files to ensure that all modes currently used in the study area (local bus, express bus and walk modes) are accommodated. The CONSULTANT shall review and update the parameters used in the input files based on information obtained from the household travel behavior survey and on data used in other urbanized areas of similar size within the State of Florida. The CONSULTANT shall coordinate this task with the MTPO and the FDOT.

3.8 TECHNICAL REPORT 3

The CONSULTANT shall prepare a Technical Memorandum for each of the tasks under Task 3. All Technical Memoranda are to be delivered to the MTPO within thirty days of completion of the task. Once the review as outlined under Task 3 has been completed, the CONSULTANT shall document completion of Task 3 in **Technical Report 3**. This Technical Report may consist of an assemblage of the required Technical Memoranda.

TASK 4 - MODEL UPDATE AND VALIDATION

The purpose of this task is to update, validate and calibrate the 2007 Base Year Model with year 2007 traffic counts and transit ridership figures. The CONSULTANT shall use the Gainesville Urbanized Area model developed by the Florida Department of Transportation (FDOT) and shall follow the process outlined below for the validation/updating and calibration purposes.

The end product of this task will be a validated travel demand model capable of forecasting and evaluating future travel demand for alternative highway and transit networks using Cube Voyager as the primary FSUTMS engine. The entire validation process will be documented in **Technical Report 4** and will include a summation of each of the related technical memoranda.

A brief Technical Memorandum will document the completion of each task. All Technical Memoranda will be delivered to the MTPD within thirty days of completion of the task. Documentation will include flow charts and a step-by-step procedural guide for the complete model set and identify all parameters specific to the GUATS travel models. Details will be provided describing key decisions and conclusions from each step of the process, including trip generation, trip distribution, mode-split and traffic assignment to completion.

The acceptable or tolerable range/limits for the various parameters generated in the model validation procedures that follow will be those established by the FDOT and Federal Highway Administration. These parameters are documented in the FDOT publication Model Update-Phase 2, TASK C.

The CONSULTANT will provide all associated files in a format compatible with Cube Voyager as the primary FSUTMS engine. All Tranplan modules will be converted to a Cube Voyager environment. The CONSULTANT will ensure that the final model has been converted to a fully operational Cube Voyager platform.

4.1 VALIDATE EXTERNAL TRIPS

The CONSULTANT shall review and, if necessary, update the ZDATA4 and EETRIPS files developed for the GUATS Year 2025 Update.

- 4.1.1** The CONSULTANT shall perform a Base Year assignment using Year 2007 ZDATA4 and EETRIPS Files. Results of this model run will be reviewed by the CONSULTANT to compare the volume/count ratio on the cordon line capturing the links connecting to the external stations to actual counts.

- 4.1.2** The CONSULTANT shall compare the projected 2035 volumes at the external stations with the growth rates of the adjacent counties, as well as the historical growth rate at the count stations. Adjustments to the ZDATA4 and EETRIPS files will be made as necessary.

4.2 VALIDATE THE TRIP GENERATION MODEL

The CONSULTANT shall review and, if necessary, update the input files developed for the GUATS Year 2025 Update. All revisions will be documented in the accompanying technical memorandum.

- 4.2.1** Based on the results of the distribution and assignment process, the CONSULTANT shall identify the special generators. The output of the Trip Generation Model will be analyzed at the TAZ level, as well as at the District level.

At the TAZ level, the CONSULTANT shall review the total number of productions and attractions generated by the Year 2035 Model using the methodology described in the FDOT publication TASK B, Review and Refinement of Standard Trips Generation Model, to ensure a proper zone size and trip range per zone.

- 4.2.2** At the District level, the CONSULTANT shall conduct an analysis to ensure a direct correlation between land use and the relative number of productions and attractions per District. The total number of unadjusted attractions relative to the total number of adjusted attractions (productions) shall be compared with the Institute of Transportation Engineers (ITE) ratios and other national ratios, as will the percentage of total trips, by purpose, of the total number of trips produced.

- 4.2.3** The statistical information provided as part of the Trip Generation Model output, such as total permanent population, total number of employees, number of dwelling units, truck generation by class etc.... shall be checked against census information and other local data. In addition, all ratios such as number of persons per dwelling unit will be checked against national ratios. Any major deviations from the above mentioned totals and/or ratios shall be traced back to the ZDATA1 and/or ZDATA2 File(s) and researched, corrected and/or documented in the Technical Memorandum.

4.3 VALIDATE THE TRANSIT PATH BUILDING MODEL

The CONSULTANT shall review all of the zones reported in the output file as not having access to transit. These will be double checked against the ridership information obtained by the CONSULTANT.

- 4.3.1** All transfer fares, transfer points, maximum and minimum limits on all parameters such as: waiting time, transfer time, walking distances, etc., as well as allowed mode transfers, park-and-ride connections and walk network connections, will also be checked.
- 4.3.2** The CONSULTANT shall correct all errors in the AM and Midday Routecards and input files. All obvious errors will be corrected and documented in a Technical Memorandum. Further corrections may be necessary after the transit and highway assignments have been run.

4.4 VALIDATE THE TRIP DISTRIBUTION MODEL

The CONSULTANT shall validate the trip distribution model consistent with threshold parameters established by FDOT as noted in FSUTMS Cube Framework Phase 1. This process will be documented in a technical memorandum and identify major revisions to model input files necessary to meet the identified minimum thresholds.

- 4.4.1** The CONSULTANT shall review and document the percentage of intrazonal trips and ensure that no trip purpose exceeds the five percent (5 %) threshold. If there are purposes that exceed this threshold, the CONSULTANT shall analyze the trip distribution patterns at the District and TAZ Levels.
- 4.4.2** The CONSULTANT shall summarize the output of the Distribution Model at the District Level in order to identify the origin-destination pairs. This summary shall be checked for consistency with the land use in each planning district.
- 4.4.3** The CONSULTANT shall review the assigned volumes on the links adjacent to special generators and check them against existing counts. Based on the magnitude of difference, the assignment will be iteratively adjusted by adding or subtracting trips from the special generator in the ZDATA3 File. The accepted method to code the ZDATA3 File is described in TASK B, Review and Refinement of Standard Trip Generation Model.

- 4.4.4** Once the ZDATA3 File is adjusted, the CONSULTANT shall check the volume/count ratio on all screenlines, cut lines and cordon lines. In addition, the volume/count ratios within all matrices will be checked for all facility and area types using the standard procedures and ratios and ranges described in the documentation published by FDOT and FHWA.

The CONSULTANT will then make all necessary adjustments to all network and/or data files to obtain a proper distribution as outlined in the FSUTMS documentation. All adjustments made to obtain a proper distribution shall be documented in the Technical Memorandum.

4.5 VALIDATE THE MODE CHOICE MODEL

- 4.5.1** The CONSULTANT shall validate a mode choice model that will be capable of accurately dividing the generated trips among the different modes. This process will accommodate the existing modes that include the local bus, the express bus and any additional modes that might need to be tested for the future networks.
- 4.5.2** The CONSULTANT shall review the auto occupancy factors, as well as the mode choice coefficients, making the necessary corrections to obtain a proper mode choice model as listed in the documentation of the FDOT and FHWA. The process to obtain the mode choice coefficients, as well as a comparison with the variables used in the GUATS Year 2025 Update, shall be documented in a Technical Memorandum.
- 4.5.3** The CONSULTANT shall use the data from the household travel behavior survey conducted in Year 2000 by FDOT to obtain coefficients related to the attractiveness of additional future transit modes. The information obtained in the survey regarding sample size, adjustment factors and the methodology used to obtain mode choice information shall also be documented in the Technical Memorandum.

4.6 VALIDATE THE TRANSIT ASSIGNMENT MODEL

- 4.6.1** The CONSULTANT shall be responsible for analyzing all transit-related data and making the necessary corrections to all the data files in order to obtain a proper transit assignment as listed in the documentation published by the FDOT and FHWA. Data developed for the RTS Transit Development Plan and the RTS Comprehensive Operational Analysis will be used where appropriate.

- 4.6.2 The CONSULTANT shall summarize the number of trips assigned to the transit network and compare the results to the ridership data for the AM and Midday networks. The CONSULTANT shall review the total trips assigned, the total trips assigned by mode, the total trips assigned by corridor, the total number of transfers and the total number of transfers by mode. In addition, transit operating characteristics such as: average speed by mode, number of vehicles, total fare collected and other level of service information as provided in the output of the Transit Assignment Model shall be reviewed and summarized.
- 4.6.3 The CONSULTANT shall document the procedures used in adjusting the Transit Assignment Model and all results in a Technical Memorandum.

4.7 VALIDATE THE HIGHWAY ASSIGNMENT MODEL

- 4.7.1 The CONSULTANT shall validate the highway assignment model using the current standard FSUTMS procedure. The CONSULTANT shall be responsible for all necessary corrections to be made to the data and network files in order to obtain a proper highway assignment as listed in FDOT and FHWA documentation.
- 4.7.2 The CONSULTANT shall check the highway assignment against the actual ground counts throughout the highway network and check the accuracy of the highway assignment against the volume/count ratios grouped by facility type, area type, vehicle miles traveled and vehicle hours traveled.

The CONSULTANT will refer to the existing documentation for allowable percentage of deviation of assignment versus count and compare to model results. If necessary, corrections to the appropriate files will be made to obtain a proper assignment, consistent with the parameters defined by FDOT and FHWA.

- 4.7.3 The CONSULTANT shall ensure accurate assignment of transit trips. The methodology used to achieve accurate assignment of transit trips shall first be reviewed and approved by the MTPo and FDOT and documented in a Technical Memorandum.
- 4.7.4 The CONSULTANT shall run color coded plots listing the volume/count ratios by link to be reviewed for errors. The plots shall be color coded in four (4) groups as follows: less than 0.50, 0.51 to 0.85, 0.86 to 1.0, and over 1.0. If discrepancies are found in a particular district and/or along certain corridors, the network shall be checked for errors such as loadings of centroid connectors, possible errors in the Turn Prohibitor File, ZDATA File errors, etc. The CONSULTANT shall make all necessary corrections to obtain a proper assignment.

4.8 FINAL MODEL VALIDATION

- 4.8.1** The CONSULTANT shall perform a highway only run using the base year network and the socioeconomic dataset for Year 2035.
- 4.8.2** The CONSULTANT shall summarize the output of the generation and distribution steps by district and compare them with the Base Year 2007 socio-economic data. The results of the assignment for Year 2035 runs will also be summarized using the evaluation program included as part of FSUTMS. Screenline projections, Base Year counts and historical growth rates will also be compared.
- 4.8.3** The CONSULTANT shall review the model output data with the MTPo and FDOT pointing out any inconsistencies or errors in the socioeconomic data. The results of this analysis will be documented in a Technical Memorandum.
- 4.8.4** The CONSULTANT shall also perform a transit only validation of the model (highway and transit).

4.9 GUATS MODEL TRANSIT PROCEDURE TECHNICAL MEMORANDUM

The CONSULTANT will develop a technical memorandum for the GUATS model transit procedure. The main purpose of this documentation is to describe any non-standard FSUTMS procedures used in the GUATS model transit procedure. In order to provide the whole process of the GUATS model Transit Procedure, the CONSULTANT shall also provide descriptions on some standard FSUTMS executable files, input files and output files as necessary. The CONSULTANT will incorporate the new Public Transit procedures noted in the new FSUTMS Transit Modeling Framework Document.

- 4.9.1** The consultant will prepare a Technical Memorandum to describe the GUATS transit model. This Memorandum will include the flow charts of GUATS transit model, the descriptions of all special executable files and descriptions of all special input and output files.
- 4.9.2** For the flow charts, all the executable files (includes both standard FSUTMS executables and non-standard FSUTMS executables) shall be included in the flow charts and all the input and output files shall also be included in the flow charts.

- 4.9.3** For each of the nonstandard FSUTMS executable files, the CONSULTANT shall describe the function of the file, the purpose it serves in the process and required input and output files. All variables and parameters and their data format shall be described.

4.10 TECHNICAL REPORT 4

The CONSULTANT is responsible for documenting all activities related to the completion of Task 4 in **Technical Report 4**. The CONSULTANT shall prepare and deliver a Technical Memorandum for each task to the MTPO within thirty days of completion of the task.

TASK 5 – YEAR 2035 TRANSPORTATION NEEDS PLAN AND COST FEASIBLE PLAN

The purpose of this task is to develop a long range transportation plan that identifies the transportation system modifications required to meet future year mobility demands. This will be accomplished through the development of a Year 2035 Needs Plan that identifies highway and transit system modifications, including a bus rapid transit system, in response to model projected demands.

A Year 2035 Cost Feasible Plan will also be developed by ranking projects and eliminating those for which financial resources cannot be identified. This plan builds upon the Needs assessment to select a list of projects that can be funded with available revenue sources.

Both the Year 2035 Needs Plan and the Year 2035 Cost Feasible Plan will include narrative descriptions of the “major” and more significant projects in the Plan. Any preliminary engineering studies and NEPA phases shall also be included in the LRTP.

Technical Reports 5 and 6 will document the development of the Year 2035 Needs Plan, while **Technical Report 7** will document the development of the Year 2035 Cost Feasible Plan. A Technical Memorandum will document completion of each task and will be submitted to the MTPO within thirty days of completion of the task.

5.1 NETWORK CODING, EDITING AND DEBUGGING

The CONSULTANT will be responsible for the coding, review, editing and debugging of all networks leading to an adopted Year 2035 Cost Feasible Plan. These networks will include the Year 2014 Existing Plus Committed Network and the Year 2035 Needs Plans and the Year 2035 Cost Feasible Plan.

5.2 DEVELOPMENT OF THE YEAR 2014 EXISTING PLUS COMMITTED NETWORK

- 5.2.1** The Year 2014 Existing Plus Committed (E+C) Network will be developed by the CONSULTANT by coding all projects listed for construction by the Year 2014 in the MTPO Transportation Improvement Program (TIP) to the Base Year Networks.

- 5.2.2 The CONSULTANT shall also review the RTS Transit Development Plan and the Comprehensive Operational Analysis for transit related ridership and operational information.
- 5.2.3 Only projects for which federal, state, local or private funding for construction, or for the acquisition of right-of-way (and assumed to be completed and open to traffic in 2014), will be identified and included in the E+C Network.
- 5.2.4 The CONSULTANT shall make an "all or nothing" assignment to the Year 2014 E+C Network and include a Year 2035 Trip Table to determine the deficiencies on the highway and transit networks that will occur by the Year 2035.

5.3 DEVELOPMENT OF THE YEAR 2035 NEEDS PLAN

- 5.3.1 The CONSULTANT will use the following information to develop the Year 2035 Needs Plan:
 - A. the adopted Cost Feasible Plan identified in the MTPO's adopted Year 2025 Livable Community Reinvestment Plan;
 - B. the Gainesville Metropolitan Area Congestion Management Process-Mobility Plan (to identify problem areas that will be addressed); and
 - C. the adopted Regional Transit System (RTS) Transit Development Plan.
- 5.3.2 The CONSULTANT will further develop the Year 2035 Needs Plan by testing multi-modal alternatives to satisfy person and freight travel demand deficiencies identified in the previous step.
- 5.3.3 A maximum of four (4) solutions to transportation deficiencies will be developed as discussed in Sections 5.3.7 through 5.3.10. These alternative needs plans will consider the Goals and Objectives of this Update.
- 5.3.4 The identification, evaluation and selection of the Year 2035 Needs Plan will be documented in **Technical Report 5**.

- 5.3.5** A Preliminary Needs Plan will be developed by running 2035 ZDATA with the 2014 Existing Plus Committed Network and identifying facilities with a volume/capacity (v/c) ratio of 0.9 or greater. The CONSULTANT and MTPO Staff will review the facilities identified during this task. At the option of MTPO Staff, the CONSULTANT will use NCHRP-255 to smooth and adjust the travel demand outputs for identified facilities as necessary.
- 5.3.6** A Constrained Needs Plan will be developed by identifying facilities in the Preliminary Needs Plan which cannot be improved for any of the following reasons:
- A. The impact widening of the road would have on the community;
 - B. The geography or development of the area causes a project to be too difficult or expensive;
 - C. The road is already as wide as allowed by state or local policies;
 - D. The potential impact to a designated historic district; or
 - E. The potential impact on environmentally sensitive lands.

Constrained facilities will be eliminated from the Needs Plan (for consideration of highway modifications only) prior to development of subsequent alternatives.

- 5.3.7** One alternative network will be created that includes a mix of highway and transit solutions, but will primarily consider transit related modifications. This network alternative will include some highway modifications, but will consist primarily of a future bus rapid transit system, new and/or extended regular and express bus routes, bus ways and other transit related modifications.
- 5.3.8** A second alternative network will be created that includes a mix of highway and transit solutions, but will primarily consider highway related modifications that expand the grid network of roads. This network alternative will include transit modifications, but will consist primarily of new roads or projects that add capacity to existing roads. This alternative will also include the projects in the currently adopted Year 2035 Livable Community Reinvestment Cost Feasible Plan.

- 5.3.9** A third alternative network will be created that includes a mix of highway and transit solutions, but will primarily consider transit related modifications. This network alternative will include some highway modifications, but will consist primarily of a future bus rapid transit system, new and/or extended regular and express bus routes, bus ways and other transit related modifications. In this alternative network, a future light rail system will be tested and evaluated.
- 5.3.10** A fourth alternative network will be created that includes a combination of effective approaches identified in the previous three tasks. This alternative will also consider innovative demand management techniques, such as congestion pricing, high occupancy vehicle (HOV) lanes, park-and-ride facilities and ridesharing programs.
- 5.3.11** In all four alternative networks discussed in the preceding sections, the CONSULTANT will address non-motorized activity in the model using the pedestrian environment variable procedures discussed on pages 14 and 15 of Technical Report 4 from the adopted Gainesville Urbanized Area Year 2025 Long-Range Transportation Plan Update. This information will be validated using bicycle and pedestrian counts taken by MTPO staff and the University of Florida.
- 5.3.12** In addition to testing four alternative networks, the CONSULTANT shall also review and test peak oil production and decline variables so as to determine potential future transportation and land use scenarios necessary to mitigate local effects of peak oil production and decline; and recommend alternatives to accomplish transportation and land use mitigation strategies. The results of this effort, will be reported in a Technical Memorandum. The following are resource documents for this task.

Resources:

“Peaking of World Oil Production: Impacts, Mitigation and Crisis Management,” commissioned by the U.S. Department of Energy, February 2005.

“Crude Oil: Uncertainty about Future Oil Supply Makes It Important to Develop a Strategy for Addressing a Peak and Decline in Oil Production,” US General Accountability Office, February 2007 (at: www.gao.gov/new.items/d07283.pdf).

5.3.13 The CONSULTANT shall coordinate the development of the Needs Plan process, including selection of the final Year 2035 Needs Plan, with the MTPO. The criteria by which the alternative needs plans will be evaluated shall include:

- A. Those listed in the Urban Transportation Planning Model Update-Phase II, Task D, Develop Standard System Evaluation Model, and Task J, Transit Evaluation, as amended and other appropriate technical publications.
- B. Requirements of SAFETEA-LU and appropriate rules issued by FHWA and FTA including the eight planning factors.
- C. The Goals and Objectives established for this Study and documented in **Technical Report 1**.

5.3.14 The analysis of the Needs Plan will include sufficient information to understand the composition of the identified need. The CONSULTANT will develop cost estimates for Needs Plan projects that include all costs (operations, maintenance, capacity expansion, etc.) associated with all modes in year of expenditure dollars. The CONSULTANT will use Florida Department of Transportation adopted estimates of inflation to adjust costs from present day costs to year of expenditure costs.

5.3.15 Presentation materials, including graphics and support documentation for the Year 2035 Needs Plan Alternatives, will be prepared by the CONSULTANT and presented to the Citizens Advisory Committee (CAC) and the Technical Advisory Committee (TAC).

5.3.16 A proposed Year 2035 Needs Plan will be developed by the MTPO to take to a public hearing.

5.3.17 The CONSULTANT, in cooperation with MTPO Staff, shall present the proposed Year 2035 Needs Plan at the MTPO public hearing and include a discussion of the process by which the plan was developed.

The CONSULTANT shall prepare presentation materials that will include graphics, visual aids and handout materials. The MTPO will be responsible for preparing a transcript of the public hearing.

5.3.18 The Needs Plan may be screened for environmental issues using the ETDM / EST GIS database. This process will occur at the University of Florida Geo Plan Center and will not be subject to an ETAT review.

The process includes the development of a GIS shape file by the CONSULTANT that contains the line-work for the proposed roadway projects. These projects would be major capacity improvements, new alignments, major interchange modifications, and bridge replacements. In addition to the creation of a GIS shape file, a spread sheet will be prepared by the CONSULTANT with the project identification number, roadway name and beginning and end points (locations).

The CONSULTANT will deliver this information to the FDOT District 2 ETDM Coordinator who will provide the data to the University of Florida Geo Plan Center for analysis. Upon completion of the analysis, the FDOT District 2 ETDM Coordinator will provide a summary of the CIS analysis to the MTPo Liaison. This data will be used as a first level environmental screening for Needs Plan projects.

When a list of Needs Plan projects that will be likely candidates for the Cost Feasible Plan is available, the CONSULTANT will provide these projects to the FDOT District 2 ETDM Coordinator for entry into the EST as Planning Screen projects. The CONSULTANT will provide all necessary project related data and information necessary to enter the project into the EST for a Planning Screen event.

- 5.3.19** After the Needs Plan is adopted by the MTPo, the CONSULTANT will classify Needs Plan projects by system and mode. For example, Strategic Intermodal System (SIS) facility needs will be identified separately from needs on non-SIS state highway facilities and highway needs not on the state highway system.

5.4 RANKING OF PROJECTS AND PROGRAMS IN THE YEAR 2035 NEEDS PLAN

- 5.4.1** The CONSULTANT shall develop a methodology to rank projects and programs in the Year 2035 Needs Plan and shall coordinate the ranking process with the MTPo and FDOT. All projects and programs included in the adopted Year 2035 Needs Plan will be ranked based on the following criteria:

- A. Output from the Congestion Management System;
- B. Existing level of service;
- C. Safety rankings that consider historic crash data, ability to manage traffic as an incoming emergency evacuation route from coastal counties and compatibility to non-motorized travel;
- D. Consistency with the LRTP goals and objectives established through the public involvement process;
- E. Forecast travel demand for the Year 2035;

- F. Cost estimates (in base year dollars) and the scheduled availability of funding; and
- G. Assessment of the distribution of social, cultural and environmental benefits and adverse impacts of proposed long range transportation plan projects on various socioeconomic groups.

5.4.2 The CONSULTANT shall prepare and distribute a list of the project rankings to the MTPO for review and approval. The list will include project rank, as well as the ranking factors, for each proposed project. Any modifications by the MTPO will be incorporated into the Adopted Year 2035 Needs Plan.

5.5 TECHNICAL REPORT 6

The identification, evaluation and selection of the Year 2035 Preliminary and Constrained Needs Plan, all Needs Plan Alternatives and the Year 2035 Needs Plan ranking will be documented in **Technical Report 6**.

5.6 DEVELOPMENT OF THE YEAR 2035 COST FEASIBLE PLAN

Upon the approval of the Year 2035 Needs Plan by the MTPO, the proposed Year 2035 Cost Feasible Plan will be developed based on the financial resources identified in Task 2.9 and the cost analysis undertaken in Task 5.4. The CONSULTANT will use evaluation criteria established earlier as a basis for ranking projects to be considered in the Cost Feasible Plan.

The CONSULTANT will include an estimate of the cost of all projects and all phases, regardless of mode, in year of expenditure dollars. The CONSULTANT will use Florida Department of Transportation adopted estimates of inflation to adjust costs from present day costs to year of expenditure costs. The CONSULTANT will also clearly state in the proposed Year 2035 Cost Feasible Plan the costs of operating and maintaining the existing and future transportation system.

Based upon this process, the CONSULTANT will develop up to three Alternative Cost Feasible Plan Scenarios that will establish the basis for identifying a final Year 2035 Cost Feasible Plan. These scenarios will be based on prior input received from the public and will represent three unique proposals to address transportation system needs through the Year 2035. According to FHWA and FDOT guidelines, the Year 2035 Cost Feasible Plan must be the final plan adopted by the MTPO. The development of the Year 2035 Cost Feasible Plan will be documented in **Technical Report 7**.

SAFETEA-LU Enhancement Projects will be identified, and if appropriate, coded in the Year 2035 Cost Feasible Plan Network. A list of applicable projects will be included in the technical report for this task. Also included in the technical report for this task will be materials discussing the activities in the following subsections.

- 5.6.1** The CONSULTANT will evaluate the effectiveness of the proposed Year 2035 Cost Feasible Plan by comparing it with the Year 2035 Needs Plan using the evaluation criteria established and documented in Technical Report 6. This evaluation will include an impact analysis and explanation of transportation programs/projects included in the Year 2035 Needs Plan, for which there is no funding and eliminated in the Year 2035 Cost Feasible Plan.
- 5.6.2** The CONSULTANT will identify those projects which would allow the proposed Year 2035 Cost Feasible Plan to accomplish the goals and objectives identified in Technical Report 6, but cannot be included because of their costs.
- 5.6.3** The CONSULTANT will review the alternative funding sources identified in Technical Report 2 as a possible funding source(s) and make appropriate recommendations. Should any of these alternative sources be recommended to fund projects in the Cost Feasible Plan, strategies to ensure availability of these funds will be included in the CONSULTANT'S recommendation. These strategies must include a plan of action describing the steps necessary to enact the proposed revenue sources and a discussion of past successes or failures to secure similar funding sources, as appropriate.
- 5.6.4** The CONSULTANT will collect adequate safety data in order to develop a Safety Element as part of the proposed Year 2035 Cost Feasible Plan. This will include maps showing the location of airports, railroads and state/city/county or other emergency evacuation routes. During development of this Element, safety stakeholders will be contacted requesting their input. The CONSULTANT will insure that the portion of the State Highway System Plan and the Transit Safety

- 5.6.5** The CONSULTANT will develop a Security Element as part of the proposed Year 2035 Cost Feasible Plan to include emergency planning/security elements. This Element will reference that the MTPo has an adopted Continuity of Operations Plan (COOP). Elements of the Transit Safety Program Plan related to the Gainesville Metropolitan Area will be incorporated into the proposed Year 2035 Cost Feasible Plan.

The CONSULTANT will define the role of the public transportation operators, MTPo and Florida Department of Transportation in promoting security by reviewing State/local legislation for roles and responsibilities. The CONSULTANT will also identify critical facilities and transportation system elements (e.g., transit system, rails, ports, Interstate system, National Highway System routes and STRAHNET routes).

The Security Element will incorporate emergency relief and disaster preparedness plans and strategies and policies that support homeland security (as appropriate) and safeguard the personal security of all motorized and non-motorized users.

- 5.6.6** The CONSULTANT will review the current process to coordinate transportation and land use/economic development. Based upon this review, the CONSULTANT will develop recommendations concerning how to improve or expand coordination and promote consistency of the transportation plan and transportation modifications with State and local planned growth and economic development patterns. In addition, the CONSULTANT will also identify implementation timeframes for all recommendations.
- 5.6.7** The CONSULTANT will include a discussion of potential environmental mitigation activities at the policy/strategy-level (not project specific) as part of the proposed Year 2035 Cost Feasible Plan.
- 5.6.8** The CONSULTANT will include a discussion of the development of the Coordinated Public Transit-Human Services Transportation Plan as part of the proposed Year 2035 Cost Feasible Plan.
- 5.6.9** The CONSULTANT will develop strategies for the proposed Year 2035 Cost Feasible Plan that adequately address operations and management for both the transit and highway network. This will include the development of performance measures for transportation systems operations and management, with the focus on mobility and safety.

5.6.10 The CONSULTANT will insure that the proposed Year 2035 Cost Feasible Plan includes both long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe efficient movement of people and goods in addressing current and future transportation demand.

5.6.11 The CONSULTANT will also insure that the proposed Year 2035 Cost Feasible Plan includes the following:

1. The projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan;
2. Existing and proposed transportation facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities and intermodal connectors) that should function as an integrated metropolitan transportation system, giving emphasis to those facilities that serve important national and regional transportation functions, including Strategic Intermodal System (SIS) and Transportation Regional Incentive Program (TRIP) facilities, over the period of the transportation plan;
3. Operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods;
4. Assessment of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs. The metropolitan transportation plan may consider projects and strategies that address areas or corridors where current or projected congestion threatens the efficient functioning of key elements of the metropolitan area's transportation system;
5. All proposed modifications shall be described in sufficient detail to develop cost estimates;
6. A discussion of types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the proposed Year 2035 Cost Feasible Plan;
7. Pedestrian walkway and bicycle transportation facilities; and

8. Transportation and transit enhancement activities, as appropriate.

5.6.12 The CONSULTANT will consult, as appropriate, with State and local agencies responsible for land use, management, natural resources, environmental protection, conservation and historic preservation concerning the development of the proposed Year 2035 Cost Feasible Plan. The consultation shall involve, as appropriate, comparison of transportation plans with State conservation plans or maps, if available, and comparison of transportation plans to inventories of natural or historic resources, if available.

5.6.13 The CONSULTANT will insure that citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, the traditionally underserved, such as low-income and minority households, and other interested parties with a reasonable opportunity to comment on the proposed Year 2035 Cost Feasible Plan.

5.7 TECHNICAL REPORT 7

The development of the Year 2035 Cost Feasible Plan will be documented in Technical Report 7. Changes to the Cost Feasible Plan made in response to public comment, committee recommendation or MTPO action will also be documented in this Technical Report.

5.8 APPROVAL OF THE YEAR 2035 COST FEASIBLE PLAN

The culmination of the long range transportation plan endeavor is the adoption of a fiscally constrained long range transportation plan. This plan is a list of bicycle, highway, pedestrian and transit projects consisting of those modifications deemed most needed to address deficiencies in the transportation system, while also being financially feasible.

5.8.1 As soon as the proposed Year 2035 Cost Feasible Plan is developed and reviewed by the MTPO's Advisory Committees, the CONSULTANT and MTPO staff shall present it to the MTPO at a public hearing.

- 5.8.2** The CONSULTANT will insure that the projects in the proposed Year 2035 Cost Feasible Plan are listed in five-year band increments (based upon year of need). In addition, Cost Feasible Plan projects will be broken into two parts- preliminary engineering and right-of-way (part one) and construction (part two). Cost Feasible Plan project costs will be in year of expenditure dollars.
- 5.8.3** The CONSULTANT will insure that the financial plan demonstrates how the adopted transportation plan can be implemented.
- 5.8.4** The CONSULTANT shall present the proposed Year 2035 Cost Feasible Plan at the MTPO public hearing and include a discussion of the process by which the plan was developed. The CONSULTANT shall prepare presentation materials that will include graphics, visual aids and handout materials. The MTPO will be responsible for preparing a transcript of the public hearing.
- 5.8.5** The MTPO will adopt the final Year 2035 Cost Feasible Plan with such additional modifications as deemed appropriate. Included in the adopted Year 2035 Cost Feasible Plan will be all supporting analyses, including all GIS files.
- 5.8.6** The MTPO will send copies of the adopted Year 2035 Cost Feasible Plan to the Governor, the Federal Highway Administration and the Federal Transit Administration.

5.9 PROJECT TIME LINE

The CONSULTANT shall develop a detailed project time line that identifies the development of each task and the delivery of work products. Additionally, the time line will include identifiers that represent the approximate date of public presentations and workshops. The CONSULTANT will meet monthly with the MTPO's Project Manager to present work completed, confirm action items for the next work period and provide the Project Manager with a revised detailed project time line if changes are necessary.

REQUIRED DOCUMENTS

TECHNICAL REPORTS AND MEMORANDUMS

As outlined in preceding sections, technical documentation is required for all tasks. These include Technical Reports for each task and Technical Memoranda for each subtask. The CONSULTANT will provide one clean, single-sided, black and white draft of the Technical Memorandums for review by the MTPO and its advisory committees. Subsequent to this review, the CONSULTANT will include all review comments and provide one clean, single-sided, loose-leaf, black and white original of each final Technical Memorandum.

Consideration should be given to presentation of final documents including maps, in color and non-color version, to allow for easy reproduction of documents. Also, copies of all final documents and maps shall be provided to the MTPO on compact disks (CDs) in editable text/graphic software format and Adobe PDF format.

The Adopted Year 2035 Cost Feasible Plan shall be published or otherwise made readily available by the MPO for public review, including (to the maximum extent practicable) in electronically accessible formats and means, such as the World Wide Web.

FINAL REPORT

Although this update is being developed in coordination with the University of Florida's Campus Master Plan 2010 - 2020 Transportation Element Update, the long range transportation plan will be presented as a stand alone document and provided in a 3-ring binder. The CONSULTANT will provide fifty (50) color printed copies, a copy of the final report on CD-ROM/DVD media, as well as produce one clean, single-sided, loose-leaf, black and white final report for future duplexing needs.

SUMMARY REPORT

A summary report of less than 15 pages will accompany the final report. This summary is expected to document the major steps and final results of the LRTP process and include the following sections:

- A. Introduction
- B. Growth Forecasts
- C. Goals and Objectives
- D. Study Process
- E. Year 2035 Cost Feasible Project Ranking

The CONSULTANT will provide sixty (60) copies of the summary report as well as one clean, single-sided, loose-leaf, black and white summary for future duplexing needs.

SUMMARY POSTER

The final LRTP report will also include a folded, color poster of the adopted Year 2035 Cost Feasible Plan. Summary information in this poster should include graphic representations of the Year 2035 Cost Feasible Plan and a table representation of the Project Priority Ranking list. Other information may include the goals and objectives of the plan. Fifteen hundred (1,500) copies of the summary poster will be provided upon final approval of the MTPO.

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EXHIBIT B

UNIVERSITY OF FLORIDA SCOPE OF SERVICES

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SCOPE OF SERVICES

University of Florida Campus Master Plan, 2010-2020 Transportation Element – Data and Analysis

INTRODUCTION

The University of Florida (UF or UNIVERSITY) is a major, public, comprehensive, land-grant, research university. The state's oldest, largest and most comprehensive university, UF is among the nation's most academically diverse public universities. It is one of only 17 public, land-grant universities that belong to the Association of American Universities. With more than 50,000 students, UF is one of the five largest universities in the nation. UF offers more programs on a single campus than all but a few U.S. universities. The University is comprised of a 2,000-acre main campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a Historic District on the National Register of Historic Places. Through the Institute for Food and Agricultural Sciences (IFAS) and other university programs, the university maintains a physical presence in all 67 Florida Counties. The current Campus Master Plan (CMP) includes the main campus in Gainesville plus thirteen additional properties in Alachua County, and the Research and Education Centers in Apopka and Fort Lauderdale.

Every five years, the State of Florida requires the University of Florida, as a part of the State University System, to update the CMP. These master plans are governed by the requirements of Section 1013.30, Florida Statutes regarding campus planning and concurrency management. The intent of these requirements is to address the unique relationship between campus and community by preparing campus master plans and associated campus development agreements. To this end, Universities and their host communities must identify a University Context Area, which is defined as “an area surrounding the university, within which on-campus development may impact local public facilities and services and natural resources, and within which off-campus development may impact university resources and facilities.” The CMP must contain a Transportation Element and must include appropriate data and analysis on which to base the plan element. Furthermore, the Transportation Element must address transportation demand management techniques to minimize offsite impacts where possible. Results of the university transportation data and analysis will be used to develop the CMP/Transportation Element, and also to determine the concurrency management implications of the university’s 10-year development program on the transportation network.

Conveniently, the University CMP and the Metropolitan Transportation Planning Organization’s Long Range Transportation Plan (MTPO LRTP) are on the same update cycle with the next installment due in 2010. The transportation tasks for both plans are based upon modeling the transportation network with future year conditions. The MTPO LRTP is based on a county-wide transportation model that includes major campus roadways and university-related socio-economic data for the region. The MTPO’s transportation model includes the development of Transportation Analysis Zones that encompass the University campus and Alachua County satellite properties, as well as all areas within the University Context Area. The CMP transportation data and analysis is required to evaluate off-campus transportation facilities, and the results of this analysis are subject to review by the member agencies of the MTPO. Because of these overlapping tasks, objectives and intergovernmental coordination needs, the University of Florida has determined that a coordinated effort with the MTPO LRTP would be the most efficient and consistent approach.

Therefore, the University of Florida is advertising the CMP Transportation Element – Data and Analysis as Part B to the MTPO Request for Technical Proposals for the Gainesville Urbanized Area Year 2035 Long Range Transportation Plan Update (referred to herein as *MTPO LRTP*). This document presents the tasks and data requirements to fulfill the objectives stated above for the University of Florida main campus and satellite facilities within Alachua County. Unless otherwise stated, all tasks discussed in the following pages will be the responsibility of the CONSULTANT. The University shall utilize and participate in the MTPO LRTP request for proposals and evaluation process as jointly advertised herein. However, the *Scope of Services Exhibit B, UF CMP, 2010-2020, Transportation Element – Data and Analysis* will be contracted directly with the University of Florida. The University of Florida has representation on the MTPO Technical Review Committee that will evaluate the technical proposals and oral presentations. The University of Florida shall use the same evaluation criteria as the MTPO LRTP Scope of Services. The University shall receive a recommendation for final selection from the MTPO Selection Committee. The goal of this joint advertisement is to award both Scope of Services Exhibit A and Exhibit B to the same service provider. However, the University reserves the right to decline all proposals for the Exhibit B UF Scope of Services, and to re-advertise or negotiate with a service provider other than the one selected for the MTPO LRTP if that is deemed to be in the best interest of the University. The University anticipates that the contract for the Scope of Services contained in Exhibit B will be issued after July 1, 2009.

TASK 1 – PUBLIC INVOLVEMENT

Many transportation facilities and issues affecting the University of Florida campus will be addressed in the MTPO LRTP, Task 1. However, certain issues related to transportation facilities and services on-campus need to be vetted through University committees at appropriate times during the planning process. These issues will include recommendations for on-campus roadways, transportation system management, parking management, bicycle facilities, pedestrian facilities, and transit facilities and services.

1.1 PUBLIC INVOLVEMENT

- 1.1.1** At least ten (10) briefings will be held for the University of Florida’s Parking and Transportation Advisory Committee, Sustainable Transportation Work Group and Health Science Center Parking Task Force. Whenever possible, these meetings will be arranged to occur on the same day and/or coincide with other MTPO public or committee meetings. The CONSULTANT will be responsible for all handout material, graphics and visual aids necessary for these presentations. The purpose of these briefings will be to gather input and discuss project progress, key decisions and milestones. Meeting minutes, handouts and presentation materials will serve as documentation of this task.
- 1.1.2** At least three (3) additional meetings will be held with the stakeholders affected by the corridor study identified in Task 5.1.2.

TASK 2 – MAPPING AND DATA DEVELOPMENT

The purpose of this task is to develop the maps, model networks and data files needed to validate and run the transportation model. The majority of this task will be accomplished in the MTPO LRTP, Task 2, however, additional data shall be collected about UF-related travel behavior so that the model validation will better represent current travel patterns. This task will also include data collection and analysis

necessary for the development of the UF 2020 transportation needs plan update (Task 5) and UF 2020 traffic impact assessment (Task 6).

2.1 DATA COLLECTION

The CONSULTANT will conduct data collection and analysis to increase the understanding of travel behavior in the University of Florida campus environment. This information will be used for the following: 1) to enhance the Gainesville Urbanized Area Transportation System (GUATS) transportation model; 2) to develop transportation facility and service recommendations for the UF CMP 2020 transportation needs plan update; and 3) to produce mode split information for the University of Florida main campus that can be regularly monitored.

- 2.1.1 UF TRAFFIC COUNT DATA COLLECTION, MAIN CAMPUS:** The CONSULTANT will collect traffic count data on campus roadways at locations consistent with previous Campus Master Plan data collection. Data are to be collected on two weekdays (Tue, Wed, or Thu) during the regular semester and avoiding days of identifiable special events. CONSULTANT shall adjust the counts to average weekday peak season counts. Seasonal adjustment factors for local roads will be used where appropriate.
- 2.1.2 UF TRAFFIC COUNT DATA COLLECTION, SATELLITE PROPERTIES:** The CONSULTANT shall collect ingress and egress daily traffic counts at thirteen satellite properties in Alachua County. Data are to be collected on two weekdays (Tue, Wed, or Thu) during the regular semester and avoiding days of identifiable special events with the exception of Lake Wauberg North and Lake Wauberg South, which may be counted on Saturdays.
- 2.1.3 UF BICYCLE AND PEDESTRIAN COUNT DATA COLLECTION, MAIN CAMPUS:** The CONSULTANT will collect bicycle and pedestrian counts on campus roadways entering the campus and internal to the campus. Data are to be collected on two weekdays (Tue, Wed, or Thu) during the regular semester and avoiding days of identifiable special events.
- 2.1.4 UF ADDITIONAL COUNT DATA COLLECTION, MAIN CAMPUS:** The CONSULTANT will collect count data for motorcycles/scooters and observed auto occupancy on campus roadways entering the campus. Data are to be collected on two weekdays (Tue, Wed, or Thu) during the regular semester and avoiding days of identifiable special events.
- 2.1.5 UF TRANSIT ACCESS DATA, MAIN CAMPUS:** The CONSULTANT will obtain transit service data from the Regional Transit System (RTS) for both the City and University of Florida campus routes. Transit ridership by UF students and employees will be analyzed in conjunction with student and employee residence location data to be provided by the University of Florida. The resulting analysis will be used for developing campus mode split information; for evaluating campus and regional park-and-ride facilities in Task 5.2.2 of this Scope of Work; and for transit data review and verification accomplished in the MTPO LRTP Scope of Work, Task 3.
- 2.1.6 UF TRAVEL BEHAVIOR SURVEY:** The CONSULTANT will collect questionnaire survey and/or household travel survey data as needed to better understand mode choice and travel behavior for UF trips including such variables as trip length and trip frequency.

The questions, methodology and mechanism for data collection will be jointly determined by the CONSULTANT and the UNIVERSITY. The CONSULTANT will also use the FDOT's 2000 Household Survey for Alachua County, as applicable, to develop data about UF trip mode choice and travel behavior.

2.2 TECHNICAL REPORT -- UF 1

The CONSULTANT will prepare a report summarizing the data collection, analysis and findings for all activities in Task 2.1, Data Development. The report conclusions shall include a summary of campus mode split findings and recommendations for ongoing monitoring. The CONSULTANT will also provide traffic count data in tabular electronic form.

2.3 MAPPING

The CONSULTANT will be required to provide maps and digital copies of the data collected to University staff to facilitate the review and revision of the data prior to its use in the Campus Master Plan. Maps and data may include the traffic analysis zones, the highway system network maps (link/node plots) and data files, the transit system network maps and data files, count locations for vehicle, bicycle and pedestrian counts obtained in Task 2.1, UF 2020 transportation needs plan update, and UF 2020 traffic impact assessment. The UNIVERSITY will provide existing maps and data including campus base maps, campus master plan boundaries, parking locations, campus street networks and other existing data as may be required to serve as base maps for CONSULTANT map products.

All maps are to be delivered to the UNIVERSITY by the CONSULTANT in ESRI ArcView shapefile format (Version 9.0, or later). Network maps will be in line format with all roadway and/or transit network attributes and shall be based on the City of Gainesville's Street Center Line File reconciled with UF data for campus roads. The data shall be projected using NAD83, Florida State Plane, North Zone, US Foot coordinate system.

The TAZ and boundary maps shall be in polygon format. The structure of the file should include the standard ArcView shapefile with alternations that shall include all ADATA attributes for each polygon. All map products provided as a result of UF Scope of Services – Part B, shall be provided in the above specified formats and become the property of the University of Florida.

- 2.3.1** A new Traffic Analysis Zone (TAZ) Map will be developed by the CONSULTANT per the Scope of Services for the MTPo LRTP Scope of Work, Task 2.2.1. The new TAZ structure shall ensure segregation of university campus property from non-university campus property for the purpose of analyzing properties on the main campus and on thirteen campus satellite properties in Alachua County. This task will be accomplished by the CONSULTANT and provided to the UF for review prior to model validation. The CONSULTANT shall provide UF with a final TAZ Map in electronic form for the university campus and context area.

2.4 DATA DEVELOPMENT

The majority of this task will be accomplished in the MTPo LRTP, TASK 2.2, however, certain data development tasks must be cross-referenced with University of Florida planning information. This data includes campus mode split information collected in Task 2.1 of this Scope of Work, in addition to information regarding student and employee housing locations, UF parking facilities, UF parking cost and other such data to be provided to the CONSULTANT by the UNIVERSITY.

- 2.4.1 ZDATA1: The UNIVERSITY will provide data at the Census Block and TAZ level regarding housing locations of University students and employees for the base year 2007. This data will be used by the CONSULTANT to identify University trip ends within the model for transit ridership verification and University traffic impact assessment in Task 6 of this Scope of Work. The UNIVERSITY will also provide parking location data at the TAZ level, which shall serve as the trip end for vehicular trips on the University of Florida campus. The UNIVERSITY will also provide on-campus housing and employment data at the TAZ level.
- 2.4.2 ZDATA2: The UNIVERSITY will provide short-term and long-term parking cost data at the TAZ level for incorporation into the MTPO LRTP.
- 2.4.3 ZDATA3: The CONSULTANT shall develop data for the University as a special generator as provided for in the MTPO LRTP TASK 2.3.3 utilizing data made available through this Scope of Work, Task 2.

TASK 3 – DATA REVIEW AND VERIFICATION

The data review and verification contained in Task 3 shall be accomplished through the Scope of Services for the 2035 MTPO LRTP with assistance from University staff. There will be no comparable tasks within the UF Comprehensive Master Plan Scope of Services.

TASK 4 – MODEL UPDATE AND VALIDATION

The data review and verification contained in Task 4 shall be accomplished through the Scope of Services for the 2035 MTPO LRTP with assistance from University staff. There will be no comparable tasks within the UF Comprehensive Master Plan Scope of Services.

TASK 5 – 2020 UF TRANSPORTATION NEEDS PLAN UPDATE

The purpose of this task is to identify the ten-year transportation needs generated by increases in the number of students or employees, or by the relocation or creation of traffic generators within university-owned properties in Alachua County. This will be accomplished through the development of a Year 2020 UF Transportation Needs Plan for the university campus.

The University of Florida Campus Master Plan for 2005-2015 identifies on-campus needs for new roads, road modifications, bicycle facilities, pedestrian facilities and transit facilities and services. This Task will reconfirm those recommendations and the costs associated with them.

5.1 DEVELOPMENT OF THE YEAR 2020 UF ROADWAY NEEDS PLAN

- 5.1.1 The CONSULTANT will be responsible for reviewing and testing the roadway and transportation system management (e.g. intersection) modifications recommended in the University of Florida Campus Master Plan, 2005-2015. The need for these projects and any additional projects will be confirmed in consultation with University staff, and through the public involvement processes in Task 1 of this Scope of Work and the MTPO

LRTP Update. On-campus roadway modifications, including potential roundabouts, road access restrictions, new roads and other transportation projects will be evaluated using appropriate analysis software as part of the project confirmation. These projects will be consistent with the MTPO LRTP Year 2035 Needs Plan, where applicable.

- 5.1.2 The CONSULTANT will develop a corridor study including concept design, typical cross section, and alignment for the proposed extension of SW 23rd Terrace between Archer Road and Hull Road (approximately 0.33 miles). Surveys and other site investigation will be provided by the CONSULTANT as necessary unless otherwise agreed upon between the CONSULTANT and the UNIVERSITY.
- 5.1.3 Once the UF Roadway Needs Plan project priorities are confirmed, the CONSULTANT will provide cost estimates for these projects.

5.2 DEVELOPMENT OF THE YEAR 2020 UF TRANSIT SYSTEM NEEDS PLAN

- 5.2.1 The CONSULTANT will be responsible for reviewing the transit facilities and services recommended in the University of Florida Campus Master Plan, 2005-2015. The need for these projects and any additional projects will be confirmed in consultation with University staff, and through the public involvement processes in Task 1 of this Scope of Work and the MTPO LRTP Update. These projects will be consistent with the MTPO LRTP Year 2035 Needs Plan, where applicable.
- 5.2.2 The CONSULTANT will make recommendations for on-campus and regional transit park-and-ride facilities that serve UF trips as determined by the findings of Task 2.1.4 of this Scope of Work and the GUATS 2035 transportation model. Employee park-and-ride recommendations will be based on employee residence locations (to be provided by the UNIVERSITY) and factors influencing successful P&R implementation (e.g. not <5 miles from UF; total trip >15 miles; travel time from home to P&R <50% of total journey). On-campus park-and-ride recommendations will be based on existing or recommended on-campus transit and shuttle services.
- 5.2.3 Once the UF Transit System Needs Plan project priorities are confirmed, the CONSULTANT will provide cost estimates for these projects.

5.3 DEVELOPMENT OF THE YEAR 2020 UF CORE CAMPUS AND PARKING MANAGEMENT PLAN

- 5.3.1 The CONSULTANT will make recommendations for transportation and parking management on campus, particularly in the “auto-restricted” zone of the core campus, that may include road modifications, parking relocation, bicycle and pedestrian facilities, transit route modifications and other such projects as may help to reinforce the reduced vehicular access in the northeast core part of campus where pedestrian activity is the most intense. Campus-wide transportation demand management strategies should also be considered as part of the parking management plan.
- 5.3.2 Once the UF Core Campus and Parking Management Plan project priorities are confirmed, the CONSULTANT will provide cost estimates for these projects.

5.4 DEVELOPMENT OF THE YEAR 2020 UF BICYCLE AND PEDESTRIAN NEEDS PLAN

- 5.4.1** The CONSULTANT will be responsible for reviewing the bicycle and pedestrian facility modifications recommended in the University of Florida Campus Master Plan, 2005-2015. The need for these projects and any additional projects will be confirmed in consultation with University staff, and through the public involvement processes in Task 1 of this Scope of Work and the MTPO LRTP Update.
- 5.4.2** Once the UF Bicycle and Pedestrian Needs Plan project priorities are confirmed, the CONSULTANT will provide cost estimates for these projects. These cost estimates will be based on segmentation of recommended bicycle and pedestrian facilities developed by the CONSULTANT in consultation with University staff. The project segmentation will strive to provide logical endpoints with feasible cost phasing options.

5.5 TECHNICAL REPORT – UF 2

Technical Report UF2 will document Tasks 5.1 through 5.4 for the UF 2020 Transportation Needs Plan Update. Documentation of all recommendations for facilities, services and programs will be in the form of a Technical Memorandum that will include project recommendations in tabular and map format. The corridor study resulting from Task 5.1.2 may be a part of Technical Report UF2 or a supplemental report. Mapping products are to be delivered in print format within the Technical Report and also in electronic form as specified in Task 2.3.

TASK 6 – 2020 UF TRAFFIC IMPACT ASSESSMENT

The Campus Master Plan is required to evaluate impacts of university growth on public facilities and services including roads and public transit located within the University Context Area, per Chapter 1013.30, F.S. This evaluation will result in transportation components of a campus development agreement between the University of Florida, City of Gainesville, and Alachua County for the years 2010-2020. The traffic impact assessment will identify failing roadways in the University Context Area that are significantly and adversely affected by planned University growth through 2020, and recommend transportation facilities and services, if needed, to ameliorate those affects including proposed fair-share costs attributable to the University.

6.1 METHODOLOGY AND DATA DEVELOPMENT

The CONSULTANT will develop a methodology in consultation with University staff, and staff of the City of Gainesville, Alachua County, Florida Department of Transportation and MTPO. Traffic growth rates for the years 2010 and 2020 will be based on the 2035 GUATS transportation model. Traffic distribution will also be based on the 2035 GUATS transportation model. An acceptable traffic impact analysis may also require development of Year 2010 and Year 2020 E+C roadway and transit networks in consultation with City of Gainesville, Alachua County, FDOT, MTPO and University staff. The traffic impact assessment shall consider policy-related programs, such as transportation demand management or parking management strategies that affect University trip generation. The CONSULTANT will be responsible for all data and network development required to complete the 2020 UF Traffic Impact Assessment. The data and model networks will be presented to staff of the City of Gainesville, Alachua County, FDOT, MTPO and University for review prior to conducting the traffic impact assessment.

6.2 TRAFFIC IMPACT ASSESSMENT

The CONSULTANT will conduct the traffic impact assessment based upon the methodology developed in Task 6.1 of this Scope of Work. The assessment will identify roads in the University Context Area that are significantly and adversely affected by planned University growth through 2020. The assessment will account for planned University growth and funded transportation projects included in the existing executed Campus Development Agreement through the Year 2010. The assessment will specify any policy-related programs, such as transportation demand management or parking management strategies that were incorporated into the methodology.

6.3 TECHNICAL REPORT – UF3

Technical Report UF3 will document Tasks 6.1 and 6.2 for the 2020 UF Traffic Impact Assessment. The Technical Report will also recommend transportation facilities and services, if needed, that would ameliorate any deficiencies identified in the traffic impact assessment analysis and significantly attributable to the planned University growth through 2020. Proposed fair-share cost of the recommended transportation facilities and services will also be included in the Report.

EXHIBIT C

NOTICE TO PROFESSIONAL CONSULTANTS

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NOTICE TO PROFESSIONAL CONSULTANTS

The Metropolitan Transportation Planning Organization (MTPO) for the Gainesville Urbanized Area desires that consultants qualified pursuant to law and regulations submit a Letter of Qualifications for professional services on the following project in Alachua County:

PROJECT NAME: Gainesville Urbanized Area Year 2035 Long Range Transportation Plan Update and the University of Florida Campus Master Plan, 2010-2020, Transportation Element-Data and Analysis.

DESCRIPTION: Assist in this project by accomplishing the following tasks:

Task 1- Public Involvement;

Task 2- Data Collection, Mapping and Data Development;

Task 3- Data Review and Verification;

Task 4- Model Update and Validation;

Task 5- Year 2035 Transportation Needs Plan and Cost Feasible Plan; and

Task 6- Required Documents.

This project also includes assisting the University of Florida in preparing its Campus Master Plan, 2010-2020, Transportation Element- Data and Analysis by accomplishing the following tasks:

Task 1- Public Involvement;

Task 2- Mapping and Data Development;

Task 3- Data Review and Verification;

Task 4- Model Update and Validation;

Task 5- 2020 UF Transportation Needs Plan Update; and

Task 6- 2020 UF Traffic Impact Assessment;

QUALIFICATION REQUIREMENTS: Consultant must submit project experience demonstrating thorough knowledge of land use, environmental, and transportation planning procedures and methods.

RESPONSE EVALUATION: All respondents will be evaluated in accordance with Section 287.055(4), Florida Statutes, and must be determined to be qualified to do business in Florida and qualified to perform the advertised work requirements.

SUBMITTAL REQUIREMENTS: Firms desiring consideration for this project must submit three (3) copies of their letters of qualifications to the requesting unit listed below. One of these copies must be a clean, single-side original that can be used to make additional copies. The Letter of Qualifications must, as a minimum, include the following information:

1. Name, address, contact person and phone number;
2. Listing of key staff and resumes;
3. Listing of any subconsultants anticipated to be used on this project;
4. An indication of the firm's potential (available manpower) for additional work in the next 30 months;
5. Experience on similar type projects, including location, date completed, contact (reference) name and phone number; and
6. Proof of professional liability insurance or letter of credit in accordance with Rule 14-75, Florida Administrative Code.

SHORTLIST SELECTION PROCESS: From the Letters of Qualifications received, the MTPO's Technical Review Committee shall shortlist a minimum of three (3) firms. The shortlist date is scheduled for May 14, 2008.

NOTE: After completion of the shortlist process, at least three (3) firms will be requested to submit written proposals and make oral presentations. The final selection date is scheduled for August 5, 2008.

LETTER OF QUALIFICATION DEADLINE: April 30, 2008, at 5:00 p.m. Late letters will be returned unopened with the notation, "This letter of interest was received after the delivery time designated for receipt and opening in the legal notice."

REQUESTING RESPONSE ADDRESS: Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, ATTN: Mr. Marlie Sanderson, AICP, 2009 NW 67 Place, Suite A, Gainesville, FL 32653-1603. Telephone (352) 955-2200.

Faxed and e-mailed responses will not be accepted.

ESTIMATED PROJECT BUDGET FOR MTPO TASKS: \$400,000.
ESTIMATED PROJECT BUDGET FOR UNIVERSITY TASKS: \$100,000.

The Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area reserves the right to accept or reject any and all responses.

MINORITY BUSINESS ENTERPRISE (MBE) AND DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Minority business enterprises and disadvantaged business enterprises are encouraged to apply.

EXHIBIT D

FORMS

TRUTH-IN-NEGOTIATIONS CERTIFICATE

PUBLIC ENTITY CRIMES

CONSULTANT AFFIDAVIT

DISCLOSURE OF LOBBYING ACTIVITIES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**

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TRUTH-IN-NEGOTIATIONS CERTIFICATE

For any lump-sum contract over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the MTPO requires the CONSULTANT to execute this certificate and include it with the submittal of the Technical Proposal.

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

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

If individual, furnish two witnesses:

Witness A

Name of Consultant

Witness B

By: _____
Authorized Signature

Date

Title: _____

Attest: _____ (SEAL)
Notary

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**SWORN STATEMENT PURSUANT TO SECTION 287.133c.(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____ for _____
(Print individual's name and title) (Print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133a.(g), Florida Statutes, means a violation of any state and federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand the "convicted" or "conviction" as defined in paragraph 287.133a.(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133a.(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133a.(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate or the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division or Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20 _____.

Personally known _____ OR Produced Identification _____

Notary Public - State of Florida
My commission expires:

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CONSULTANT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared on (Date) _____
who was sworn and says:

1. He/She is (Title) _____ of (Firm) _____
with office in (City and State) _____
2. The named firm is submitting the attached proposal for:
Description: Gainesville Urbanized Area Year 2035 Long Range Transportation Plan Update
in Alachua County, Florida.
3. The affiant has made diligent inquiry and answers this affidavit based upon his/her own knowledge.
4. Only one proposal for the above-referenced project will be submitted, under the same or different name, and the proposer has no financial interest in the firm or another proposer for the same work.
5. Neither the affiant or the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.
6. Neither the firm nor its affiliates, nor any one associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any federal or state agency or department.
7. Neither the firm, nor any officer, director, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions of any criminal act under state or federal law which involved fraud, bribery, conspiracy, or antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department of Transportation and filed in Case No.(s) _____ with the Clerk of Agency Proceedings. (If inapplicable, enter N/A.)
8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public - State of Florida
My commission expires:

NOTICE-

Any evidence of collusion among participating proposers will preclude their recognition as proposers on such job and subjects them to penalties and restraints under applicable State and Federal Law.

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Contractual Services Office.)

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

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

Name of Consultant: _____

By: _____
Authorized Signature

Date: _____

Title: _____

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS**

(Compliance with 49CFR, Section 29.510)

(Appendix B Certification)

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

Name of Consultant: _____

By: _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to their remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the MTPO may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
MTPO CONSULTANT AGREEMENT

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GAINESVILLE URBANIZED AREA
YEAR 2035 LONG RANGE TRANSPORTATION PLAN UPDATE

AGREEMENT

BETWEEN

"CONSULTANT"

and the

METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

FOR THE GAINESVILLE URBANIZED AREA

This Agreement is entered into this ____ day of _____, 200_ by and between _____, hereinafter referred to as the "CONSULTANT", and the Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area, hereinafter referred as the "MTPO."

THIS AGREEMENT/CONTRACT IS ENTERED BASED ON THE FOLLOWING FACTS:

The MTPO desires to engage the CONSULTANT to render certain technical or professional services; and

The CONSULTANT possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE MTPO AND THE CONSULTANT DO MUTUALLY AGREE AS FOLLOWS:

I. COVENANT FOR SERVICES

The MTPO does hereby contract with the CONSULTANT to perform the services described herein and the CONSULTANT does hereby agree to perform such services under the terms and conditions set forth in this Agreement.

II. AVAILABILITY OF FUNDS

Payments pursuant to this Agreement are subject to, and conditioned upon, the total release of authorized appropriations and receipt of such funds from the Florida Department of Transportation by the MTPO.

III. DEFINITION, SCOPE AND QUALITY OF SERVICE

(A) Intent of the Agreement

The CONSULTANT agrees, under the terms and conditions of this Agreement and the applicable state and local laws and regulations, to undertake, perform, and complete all of the work tasks as outlined in Exhibit A, and by this reference made a part hereinafter called the project and the Consultant agrees to perform such work tasks and abide by the provisions of Exhibit A.

(B) Exhibit A, Scope of Services is hereto incorporated by reference.

IV. CONSIDERATION

As consideration for work rendered under this Agreement, the MTPO agrees to pay the CONSULTANT a fixed fee of \$ _____ dollars and no cents _____, subject to funds being made available by the Florida Department of Transportation to support this amount. Funds may be used by the CONSULTANT in preparing the work tasks contained in the scope of services attached hereto and incorporated by reference.

In the event it becomes necessary to cancel this Agreement due to lack of appropriations, the CONSULTANT will be reimbursed for its incurred costs up to the date of Agreement termination. The reimbursement for these costs shall be inclusive of a fair and reasonable fee.

V. METHOD OF PAYMENT

(A) The MTPO shall pay on a percent complete basis for the amount of work actually completed each month as documented in a progress report reviewed and accepted by the MTPO. The MTPO reserves the right to withhold payment or payments, in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the MTPO. Any and all such payment previously withheld shall be released and paid to the CONSULTANT promptly when the work is subsequently satisfactorily performed.

(B) Subject to approval of the invoice and progress report, the MTPO will pay the CONSULTANT within 30 days of receiving funds from the Florida Department of Transportation for each CONSULTANT invoice and progress report. Progress reports will identify percent of project completed by task, as well as by total percent complete.

(C) The CONSULTANT will submit a correct final invoice to the MTPO within 60 days after the date of expiration of this Agreement. Invoices received after this date will not be honored unless an extension of this Agreement has been granted in accordance with Article XI.

VI. REQUIRED REPORTS, RECORDS AND CERTIFICATES

- (A) The CONSULTANT shall provide the MTPO a contract closeout report certifying that a copy of each work product has been submitted to the MTPO for their review and approval. The report shall be received by the MTPO no later than June 30, 2011.
- (B) If all required reports and copies, prescribed above, are not sent to the MTPO or are not completed in a manner acceptable to the MTPO, the MTPO shall withhold further payments until they are completed. The MTPO may terminate this Agreement with the CONSULTANT if reports are not received within ten days after notice. "Acceptable to the MTPO" means that the work product was completed in accordance with professional planning principles and is consistent with the scope of services.
- (C) The CONSULTANT shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.

VII. AUDIT REQUIREMENTS

- (A) The CONSULTANT agrees to maintain adequate financial procedures and adequate support documents to account for the expenditure of funds under this Agreement.
- (B) These records shall be available at all reasonable times for inspection, review or audit by the MTPO and State of Florida personnel at the location where such records are stored and maintained by the CONSULTANT. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (C) The CONSULTANT shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.
- (D) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

VIII. PUBLIC RECORDS

The CONSULTANT shall allow public access to all documents, reports, papers, letters or other material, subject to the provision of Chapter 119, Florida Statutes, prepared or received by the CONSULTANT in conjunction with this Agreement.

IX. SUBCONTRACTS

- (A) Except as otherwise authorized in writing by the MTPO, the CONSULTANT shall not execute any contract or obligate itself in any manner requiring the disbursement of funds with any third party with respect to the project without the written concurrence of the MTPO. The MTPO specifically reserves unto itself the right to review the qualifications of any subconsultant or contractor and to approve or disapprove the employment of the same after the subconsultant is selected but before a subconsultant contract is executed.
- (B) If, after receiving written approval by the MTPO, the CONSULTANT subcontracts any or all of the work required under this Agreement, the CONSULTANT agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the MTPO.
- (C) The CONSULTANT agrees to include in the subcontract that the subcontractor shall hold the MTPO and CONSULTANT harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (D) If, after receiving written approval by the MTPO, the CONSULTANT subcontracts, a copy of the executed subcontract must be forwarded to the MTPO within ten (10) days after execution.
- (E) It is understood and agreed by the parties hereto that participation by the MTPO in a project with a CONSULTANT, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the CONSULTANT complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. As a further condition, the CONSULTANT will involve the MTPO in the Subconsultant Selection Process for all projects. In all cases, the CONSULTANT's Attorney shall certify to the MTPO that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.
- (F) It is the policy of the MTPO that minority business enterprises (MBE) as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with MTPO funds under this Agreement. The MBE requirements of 49 CFR Part 23, as amended, apply to this Agreement.

X. LIABILITY

To the extent permitted by law, the CONSULTANT shall indemnify, defend, save, and hold harmless the MTPO and all its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to material breach of the Agreement by the CONSULTANT or its subcontractors, agents or employees the extent of or due to any negligent act, or occurrence of omission or commission of the CONSULTANT, its subcontractors, agents or employees.

XI. CONTRACT TERMS

The Agreement shall commence on the last date of signing by the parties involved, that being the day and year first above written, and will terminate on February 28, 2011, unless terminated earlier in accordance with the provisions of Section XIV of this Agreement. Requests for contract extensions must be submitted ninety (90) days prior to expiration date of the contract in time to be approved by the MTPO.

XII. MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be made in written form and shall be incorporated as part of this Agreement.

XIII. DOCUMENTS

The CONSULTANT shall furnish one word processing disk (WordPerfect or other acceptable alternative in a suitable format) containing the draft or final version of each required document. Upon completion of the project, the CONSULTANT shall deliver to the MTPO, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or gathered during the study process. This material shall become the property of the MTPO.

The cover page or title page of all reports, maps and other documents completed as a part of this Agreement shall acknowledge the date (month and year) the document was prepared and the name of the CONSULTANT shall also be shown.

XIV. TERMINATION

- (A) This Agreement may be terminated by the written mutual consent of the parties, provided that the CONSULTANT shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.
- (B) If the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the MTPO shall have the right, without liability, to terminate this Agreement within ten (10) days after giving written notice to the CONSULTANT of such termination. The MTPO may also require a pro rata repayment of funds paid to the CONSULTANT provided that the CONSULTANT shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.

In the event the CONSULTANT substantially or materially fails to fulfill its obligations under this Agreement, in advance of terminating the contract for default, MTPO shall issue a formal written notice stating the basis for termination and providing a reasonable opportunity for the CONSULTANT to cure and correct the deficiencies in its contract performance within ten (10) calendar days after first being informed of the basis for the contract termination. If after the cure notice period, the CONSULTANT fails to fulfill in a timely and proper manner its obligations under this Agreement, the MTPO shall have the right to terminate this

Agreement by giving written notice to the other party of such termination, the basis thereof and specifying the effective date of such termination, which shall in no event precede the cure notice period.

In the event of contract termination for whatever reason, costs incurred in providing services under the contract prior to the effective date of the termination shall be reimbursable. It is understood that this reimbursement shall include a fair and reasonable fee.

- (C) Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the MTPO by virtue of any breach of contract by the CONSULTANT. The MTPO may withhold any payments to the CONSULTANT for purpose of set-off until such time as the exact amount of damages due the MTPO from the CONSULTANT is determined.
- (D) Either party may terminate this Agreement without cause by providing fifteen (15) days written notice to the other, provided that the CONSULTANT shall be reimbursed for all actual costs incurred in providing services pursuant to this Agreement.
- (E) In the event funds to finance this contract become unavailable, the MTPO may terminate the Agreement with no less than twenty-four (24) hours written notice to the CONSULTANT. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt, the MTPO shall be the final authority as to the availability of funds.

XV. PROHIBITED INTERESTS

- (A) Neither the CONSULTANT nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer or employee of the CONSULTANT or the locality during his/her tenure for one (1) year thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if any interest is immediately disclosed to the CONSULTANT, the CONSULTANT with prior approval of the MTPO, may waive the prohibition contained in the subsection: provided that any such present member, officer or employee shall not participate in any action by the CONSULTANT or the locality relating to such contract, subcontract or arrangement.

The CONSULTANT shall insert in all subcontracts entered into in connection with the project or any property included or planned to be included in any project the following provision:

"No member, officer or employee of the CONSULTANT or of the locality during his tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the CONSULTANT and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- (B) No Member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- (C) The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this agreement.
- (D) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and 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 of 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

XVI. NOTICE AND CONTRACT REPRESENTATIVES

- (A) The representative of the MTPO responsible for the management of this Agreement is Mr. Scott R. Koons, AICP, the Chief Staff Official of the MTPO.
- (B) The Representative of the CONSULTANT responsible for the administration of this Agreement, and who will also serve as the technical and primary point of contact for this Agreement, is _____.
- (C) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered in writing to the other party and said notification attached to the original of this Agreement.

XVII. NON-DISCRIMINATION

The MTPO in accordance with Title VI, of the Civil Rights Act of 1964, 42 USC 2000d et. Seq., and 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notices all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color,

national origin, sex, age, disability, religion or family status in consideration for an award.

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

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

may determine to be appropriate, including, but not limited to:

1. withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or
2. cancellation, termination or suspension of the Agreement, in whole or in part.

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

XVIII. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in the County or the Circuit Court of Alachua County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in the Circuit Court of Alachua County, Florida.

XIX. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the day and year first above written.

ATTEST:

CONSULTANT NAME

SEAL

By: _____
[Insert Name and Title]

By: _____
[Insert Name and Title]

ATTEST:

METROPOLITAN TRANSPORTATION
PLANNING ORGANIZATION FOR THE
GAINESVILLE URBANIZED AREA

SEAL

By: _____
Scott R. Koons, AICP
MTPO Chief Staff Official

By: _____
(Insert Name)
MTPO Chair

APPROVED AS TO FORM

MTPO Attorney

T:\Marlie\MS08\RFP\RFP

EXHIBIT F
UNIVERSITY OF FLORIDA
CONSULTANT CONTRACT FOR SERVICES

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CONTRACT FOR SERVICES

Contractor

Business Unit Name

Mailing Address

Business Unit Address

City State Zip

Request for Proposal/Invitation to Bid Number
(If applicable)

Purchase Order Number
(If applicable)

This contract is entered into by the University of Florida Board Of Trustees, a public corporation of the State of Florida, hereinafter referred to as "UNIVERSITY" and _____, a Florida corporation, registered and authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR". The Request for Proposal (RFP) and/or Invitation to Bid (ITB), if any, and the Purchase Order as well as CONTRACTOR'S Bid/Proposal underlying this CONTRACT are attached hereto and are incorporated in their entirety by reference herein. The CONTRACTOR'S Bid/Proposal is identified as:

I. TERMS

CONTRACTOR shall commence performance of the conditions of this CONTRACT on the _____ day of _____, 20_____, and shall complete performance of this CONTRACT to the satisfaction of UNIVERSITY no later than the _____ day of _____, 20_____. If contemplated by the RFP/ITB, this CONTRACT may be renewed pursuant to the costs and terms contained in the incorporated Request for Proposal and/or Invitation to Bid and CONTRACTOR'S Proposal contingent upon satisfactory performance evaluation of CONTRACTOR by UNIVERSITY and subject to availability of funds by the UNIVERSITY (see paragraph VI).

II. ACCOUNTING

CONTRACTOR shall keep accurate records as to performance of all services required pursuant to this CONTRACT, and of all transactions relating to his CONTRACT.

III. CONTRACTOR'S PERFORMANCE

CONTRACTOR shall perform all services and furnish all labor at CONTRACTOR'S risk, assuming full responsibility for completion of the services and providing the deliverables required herein. Certified Minority Vendors shall report to UNIVERSITY any subcontracts that are entered into with non-minority contractors to provide services or materials required under this contract.

IV. PAYMENT

Pursuant to Section 215.422(1) (2), Florida Statutes, UNIVERSITY shall mail to CONTRACTOR payment of an invoice within thirty (30) days after receipt of an acceptable invoice and receipt, inspection, and approval of the goods and/or services provided in accordance with the terms and conditions of this CONTRACT. UNIVERSITY may make partial payments to CONTRACTOR upon partial delivery of services upon request by CONTRACTOR and approval by UNIVERSITY providing fees or other compensation for services or expenses, hourly or daily rates or units of deliverables are clearly identified in Section V, PRICE AND DELIVERY. Units of deliverables shall include, but not be limited to, reports, findings, and drafts, where applicable, that must be received and accepted in writing by the Contract Manager prior to payment. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. In the case of an error on the part of CONTRACTOR, the thirty (30) day period shall begin to run upon receipt by UNIVERSITY of a corrected invoice or other remedy of the error. A Vendor Ombudsman in the Purchasing and Disbursement Services is available to assist the CONTRACTOR if problems are experienced in obtaining timely payments. The Vendor Ombudsman may be contacted at (352) 392-1241.

V. PRICE AND DELIVERY

- A. CONTRACTOR shall provide the following services [Give comprehensive description, including identifying deliverables; if partial payments will be requested, provide detailed criteria upon; which payments may be based (i.e., hourly or daily rates, prices of deliverables)]:

If applicable:

Deliverable Item: _____ Delivery Date: _____ Price: \$ _____

B. The total price for the above-described services is: \$ _____

VI. AVAILABILITY OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

VII. DEFAULT

The failure of either party to this CONTRACT to comply with any provisions of this CONTRACT shall place that party in default. Prior to terminating this CONTRACT, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions, which give rise to the default. The defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. In the event said default is not timely cured, the non-defaulting party may immediately terminate this CONTRACT by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

VIII. UNILATERAL CANCELLATION

This CONTRACT may be unilaterally canceled by UNIVERSITY for refusal by CONTRACTOR to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 120, Florida Statutes, and made or received by CONTRACTOR in conjunction with this CONTRACT.

IX. GOVERNING LAWS

This CONTRACT is governed by the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and UNIVERSITY, and any provisions herein, in conflict therewith, shall be void and of no effect.

X. LOBBYING

CONTRACTOR is prohibited from using funds provided under this CONTRACT for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

XI. GOVERNMENT REGULATIONS

To the extent applicable, CONTRACTOR agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 220 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.
- J. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

XII. INDEPENDENT CONTRACTOR

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making CONTRACTOR the agent or representative of UNIVERSITY for any purposes in any manner whatsoever. CONTRACTOR is, and shall remain, an independent contractor with respect to all services performed under this CONTRACT.

XIII. PRISON REHABILITATIVE INDUSTRIES (PRIDE)

Section 946.515, Florida Statutes, provides for the sale of service or items manufactured, processed, grown or produced by the private non-profit corporation which manages correctional work programs, PRIDE (The Prison Rehabilitative Industries and Diversified Enterprises, Inc.), to any contract vendor of state agencies or any subcontractor of the contract vendor. Therefore, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, this CONTRACT shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2),(4), Florida Statutes; and for purposes of this CONTRACT the person, firm, or other business entity carrying out the provisions of this CONTRACT shall be deemed to be substituted for this agency, insofar as dealings with such corporation are concerned.

The provisions of Section 946.515, Florida Statutes, only apply if the corporation produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and

delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 611 Druid Road East, Suite 715, Clearwater, Florida 34616, (813) 453-1022.

XIV. TRAVEL.

Bills for any travel expenses must be submitted in accordance with University Policies. No travel expense may be paid to any individual in excess of the amount permitted by University Policies. Any expenses in excess of such amounts law shall be borne by CONTRACTOR.

XV. FORCE MAJEURE

No default, delay, or failure to perform on the part of CONTRACTOR or UNIVERSITY shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inaction's of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

XVI. SEVERABILITY

In the event any provision of this CONTRACT shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the CONTRACT goes to the whole of the CONTRACT, the CONTRACT is unenforceable.

XVII. ASSIGNMENT

CONTRACTOR shall not assign (by operation of law, change of control or otherwise) any part of this CONTRACT without the prior written consent of UNIVERSITY.

XVIII. VENUE

This CONTRACT and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. CONTRACTOR and UNIVERSITY hereby agree that venue shall be in Alachua County, Florida.

XIX. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid on a contract to provide any goods or services, including construction, repairs or leases and may not be awarded or perform work as a contractor, supplier, subcontractor or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Chapter 6C-1-3.020, Florida Administrative Code).

XX. CAPTIONS.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this CONTRACT, nor the intent or content of any provisions contained herein.

XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

XXII. DISCLAIMER

This CONTRACT is not binding upon the State of Florida, or UNIVERSITY until it has been signed by the President of the University of Florida or by a person with a specific delegation of authority to sign on the President's behalf.

XXIII. RECEIPT.

CONTRACTOR hereby acknowledges receipt of a copy of this CONTRACT.

This CONTRACT must be signed by all parties and dated before service (as stated in paragraph I) begins, or a letter of justification must accompany this CONTRACT. CONTRACTOR hereby certifies that it and its Directors and/or Principal Officers are not employed and/or affiliated with the University of Florida, unless a current conflict of interest form is approved and on file.

CONTRACTOR:

Executed this _____ day of _____, 20____

[Witness]

[Name of Contractor]

[Witness]

By: _____
[Signature]

[Printed/Typed Name and Title of Signer]

UNIVERSITY:

Executed this _____ day of _____, 20____

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

[Witness]

By: _____
[Signature]

[Witness]

[Printed/Typed Name and Title of Signer]

