



**SPACE COAST TRANSPORTATION PLANNING ORGANIZATION  
EXECUTIVE COMMITTEE  
MEETING / AGENDA NOTICE**

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**DATE:** Tuesday, August 16, 2011

**TIME:** 9:00 a.m.

**LOCATION:** Brevard County Government Center  
2725 Judge Fran Jamieson Way, Melbourne  
Building C, 3rd floor Florida Room

Chairman Larry Schultz, Presiding

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**AGENDA**

- 1. Call to Order of the Space Coast TPO Executive Committee**
- 2. Approval of Minutes – May 17, 2011** *(page 2)*
- 3. Approval RE: Resolution 12-04, US 192 Feasibility Study LAP Agreement** *(page 8)*
- 4. Discussion RE: Space Coast TPO Strategic Plan** *(page 43)*
- 5. Discussion RE: TPO Draft FY 12 Operating Budget** *(page 57)*
- 6. Adjourn**

Any person who desires or decides to appeal any decision made by this agency with respect to any matter considered at this meeting or hearing will need a record of the proceedings. For such purpose, such person may need to insure that a verbatim record of the proceedings is made, at his own expense, which record includes testimony and evidence upon which the appeal is to be based. Any questions about this meeting should be directed to Diana McCartney, (321)690-6890 or Email: [tpostaff@spacecoasttpo.com](mailto:tpostaff@spacecoasttpo.com).

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this proceeding should contact the Space Coast TPO Office no later than 48 hours prior to the meeting at (321) 690-6890 for assistance.

**\*\*\* CELL PHONES SHOULD BE SILENCED DURING THE MEETING \*\*\***

***ITEM NUMBER 2***

***Approval of Minutes***

**DISCUSSION:**

Attached are draft minutes of the May 17, 2011 Executive Committee meeting.

**REQUESTED ACTION:**

Approve minutes from Executive Committee meeting held on May 17, 2011.

**ATTACHMENTS:**

- Draft Executive Committee meeting minutes from May 17, 2011.



## Space Coast Transportation Planning Organization Executive Committee

Brevard County Government Center  
2725 Judge Fran Jamieson Way, Melbourne, Florida  
Building C, 3<sup>rd</sup> Floor, Atlantic Room

Meeting Date: Tuesday, May 17, 2011

### DRAFT MEETING MINUTES

#### Agenda

- Item 1. Call to Order
- Item 2. Approval of Minutes, April 14, 2011
- Item 3. Discussion RE: Executive Director Contract
- Item 4. Adjourn

#### Executive Committee Members:

Councilwoman Stephany Eley	City of West Melbourne	Present
Councilwoman Kathy Meehan	City of Melbourne	Present
Commissioner Chuck Nelson	BOCC District 2	Present
Mayor Rocky Randels	North Beaches Coalition	Call-In
Mayor Larry Schultz (Chairman)	City of Rockledge	Present

#### Others Present:

Bob Kamm	Space Coast TPO Executive Director
Georganna Gillette	Space Coast TPO Staff
Laura Carter	Space Coast TPO Staff
Diana McCartney	Space Coast TPO Staff
Steven Bostel	Space Coast TPO Staff
Kim Smith	Space Coast TPO Staff
Rick Neale	Florida Today News

#### **Item 1. Call to Order of the Space Coast Executive Committee**

Chairman Schultz called the meeting to order at 3:07 p.m.

#### **Item 2. Approval of Minutes – April 14, 2011**

***Motion by Mr. Nelson second by Ms. Meehan to approve the TPO Executive Committee meeting minutes of April 14, 2011. Hearing no objections, the motion passed unanimously.***

**Item 3. Discussion RE: Executive Director Contract**

Mr. Gougelman summarized the discussion by the TPO Board at their May meeting regarding the TPO Executive Director. Mr. Gougelman stated the Executive Director's evaluation was reviewed, and the possible need to change his contract based on FRS changes was discussed. Board members were apprised of the Chairman's request to authorize the Executive Committee to negotiate contract changes, however, members voted instead to have the Executive Committee provide a recommendation and the TPO Board would approve any changes. Mr. Kamm has prepared a summary concerning his contract, and requested staffing adjustments for the Executive Committee to review and consider.

Mr. Kamm stated the objective of the staffing proposal is to hold staff harmless of the changes made by the Florida Legislators to the Florida Retirement System (FRS). There are two issues, one related to staff and one regarding the Director's contract. The prepared summary provides specifics related to the new requirement for 3% salary contribution from all FRS employees. Mr. Kamm stated the TPO operates on grant funds that can only be used for transportation planning activities, and there are sufficient funds available to cover a 3% salary increase for TPO staff to help offset the FRS contribution requirement.

Chairman Schultz asked for clarification that the TPO's planning grant is funded with Federal gas tax dollars only. Mr. Kamm responded the TPO planning grant does come from Federal gas tax dollars, and the amount the TPO receives is based on formula. Any unexpended funds are rolled forward or could be applied to additional planning activities. Mr. Kamm stated staff is currently working at maximum workloads and additional planning activities would require the funds be used for consultant services.

Chairman Schultz asked what the fiscal impact would be for a staff salary increase. Mr. Kamm referred members to the provided figures. With current salaries, staff contributions will equal \$8,286 or 28% of the total required FRS contribution. With a 3% raise, base salaries would overall increase by \$7,000. Including the increase to other benefits, the total fiscal impact is \$8,188. The employee 3% FRS contribution would then increase to \$8,496 and remain at 28% of the total FRS costs.

Councilwoman Eley stated after speaking with her City Manager she feels the figures being quoted on the attachment are inaccurate. More information is needed.

Mr. Kamm commented after July 1, the amount the employer remits to FRS will not change. The employee salary contribution will reduce the portion the employer pays.

Councilwoman Eley does not believe the TPO will be incurring a savings that offsets a 3% salary increase. The total amount due by the TPO will be increasing, thus reducing any savings that may be seen from employee's contributing 3% of their salary.

Commissioner Nelson stated that he does not believe this is a decision that needs to be made right now regarding adjusting staff salaries. The TPO can review the situation at a later time and can make

changes to salaries, even retro-active, if appropriate. Commissioner Nelson suggested deferring the discussion related to the employees until it is clear what the impacts of the FRS changes are.

Mr. Kamm stated that the anticipated changes to FRS has impacted his personal situation and has necessitated the need to review and possibly make changes to his contract. The preferred scenario would change the existing Executive Director's contract to a personal services contract, much like Mr. Gougelman's. If this change is approved, Mr. Kamm stated he would need to retire prior to July 1<sup>st</sup>.

Mayor Schultz asked Mr. Gougelman if there are any legal problems with the proposed changes to the contract.

Mr. Gougelman stated some of the suggested contract changes, such as setting up a retirement plan, would have to be researched, but with regard to overall direction of changing the Executive Director's contract to a personal services contract, at this time there are no legal items to prevent the changes.

Mayor Randels stated he would support a 3% increase for the employees and making the changes to the Executive Director's contract.

Commissioner Nelson stated his concern was whether or not Mr. Kamm was sure he could retire without 30 years and not being age 62. Ms. Kamm stated he would be taking a penalty amounting to a 12% cut for retiring early.

Commissioner Nelson stated he did not see a problem in changing the contract but does not want to change the employee's status as they are not leaving FRS.

Councilwoman Meehan inquired if the contract change is approved, would the TPO be subject to going out to bid each year?

Commissioner Nelson responded that it would not need an annual bid as the contract term is based on what is written in the contract.

Councilwoman Meehan stated she had no problems with changing to a personal services contract.

Councilwoman Eley stated she had no problem with going to a personal services contract, except for the extra retirement contribution. If the Executive Director was to stay in his current agreement, the FRS contribution would not be the full \$13,732, and it is not fair to tell all of the other employees throughout the system that they are going to have to subsidize their FRS but for the TPO to not require the Director to contribute.

Mayor Schultz asked Mr. Gougelman how his retirement works. Mr. Gougelman responded that as a private consultant he has no retirement through the TPO, he makes a straight hourly rate.

Commissioner Nelson stated that the County Manager has a contract that makes contributions directly to the International County Managers Association, which is not FRS but is a type of deferred

compensation. When the TPO separated from the County and became an independent agency, the position of Executive Director became a unique contracted position and is not like the rest of the TPO employees.

Mr. Gougelman stated he sees three issues: 1) With the current Executive Director's contract there is a severance package agreement. Moving to a new contract, would remove that provision; 2) Mr. Kamm can probably retire and immediately begin working for the TPO as a private consultant, however this will need to be verified with FRS; 3) Changing the contract would not require an annual bid process as it would be similar to a County Manager or City Manager which are multi-year contracts.

Mr. Kamm stated changing the contract would make the Director a contractor and not an employee.

Mayor Schultz responded that the TPO personnel manual would still apply.

Mr. Gougelman commented this is a business decision; need to look at the costs of the proposal. The TPO would no longer be paying for health insurance, life insurance or retirement. These will be the responsibility of the contractor, Mr. Kamm.

Mayor Schultz called for a motion on the contract.

***Motion by Ms. Eley, second by Ms. Meehan to place Mr. Kamm under a personal services contract, rather than an employee contract for the same time period as his current contract, which is for 3 years with an option for 2 more years, with the total compensation package of \$121,422 per year. Contract is to be based on a full 8hr a day/40 hour work week. Mr. Gougelman will develop the contract. Hearing no objections, the motion passed unanimously.***

Mayor Shultz stated that due to insufficient time for Mr. Gougelman to prepare a draft contract for the full TPO Board by Tuesday, May 24<sup>th</sup> meeting, the date needs to be changed. The Executive Committee agreed to try and move the TPO Board special meeting to June 16<sup>th</sup>, 2011 at 9:00 a.m. with a draft contract to be made available on June 9<sup>th</sup>, 2011.

Mayor Schultz called for discussion of the 3% salary increase for staff.

Councilwoman Meehan stated that it is not that staff doesn't deserve a 3% raise, it is not appropriate at this time to make that decision.

Mayor Schultz asked members not to focus on the FRS 3%. The fiscal impact of a 3% increase is only \$8,500. The funds to be used for this are not from property or sales taxes. It can only be used for transportation planning.

Councilwoman Eley stated it is a matter of equity and she cannot support giving the TPO staff a 3% increase when she cannot fund any increases for the City of West Melbourne employees.

Mayor Schultz related that the City of Rockledge did not give any salary raises last year to their employees but at the end of the year were able to give everyone a \$500 bonus. The TPO staff has not had a raise in almost five years.

Councilwoman Eley stated that she works for the school board, and they do not have any funds for raises nor have they received any increase in four years. It is not fair to do for one and not for the other.

Commissioner Nelson said his goal this year is to remove furlough days in the County budget. The Board can discuss this issue at a future time and take any action that is appropriate at that time.

Councilwoman Eley stated that she would like to postpone the discussion on staff salary increases.

Mayor Schultz noted that the Executive Committee does not have a recommendation at this time regarding salary increases for staff.

#### **Item 4. Adjourn**

There being no further discussion, the meeting adjourned at 4:30 p.m.

Attest:

\_\_\_\_\_  
Laura Carter, SCTPO

As Approved by the TPO Executive Committee on \_\_\_\_\_

### **ITEM NUMBER 3**

#### **Approval RE: Resolution 12-04, US 192 Feasibility Study LAP Agreement**

##### **DISCUSSION:**

The TPO desires to have an active role in the planning of the US 192 corridor. Through the FDOT Local Agency Program, the TPO can accomplish this Feasibility Study in an economical and efficient manner that may result in advancing future funding and implementation of identified improvements.

The TPO's consultant, Kittelson & Associates, Inc. will assist the TPO to develop and evaluate a recommended improvement concept for the US 192 between the Parkway intersection west of I-95 to Babcock Street.

As stated in the FDOT LAP agreement, the project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT's Local Agency Program Manual.

##### **REQUESTED ACTION:**

Approval of Resolution 12-04 authorizing the Space Coast TPO Executive Director to execute LAP Agreement and any other documents necessary to complete the US 192 Feasibility Study.

##### **ATTACHMENTS:**

- Resolution 12-04, Authorizing execution of LAP Agreement
- Draft LAP Agreement with FDOT for US 192 Feasibility Study (includes scope of services and fee schedule)
- Ms. Horne-Harley to Mr. Kamm, RE: Local Agency Program Certification, August 9, 2011.



## RESOLUTION 12-04

**RESOLUTION** by the Space Coast Transportation Planning Organization (TPO), authorizing execution of a Local Agency Agreement and Providing when this Resolution will take effect.

**WHEREAS**, the Space Coast Transportation Planning Organization is the designated and constituted body responsible for the urban transportation planning and programming process for the Palm Bay-Melbourne-Titusville Urbanized Area; and

**WHEREAS**, the State of Florida Department of Transportation (FDOT) and the Space Coast Transportation Planning Organization desire to facilitate a planning study described as the US 192 Feasibility Study, FPN: 430209-1-18-01; and

**WHEREAS**, the TPO desires to have an active role in the planning of the US 192 corridor and through the FDOT Local Agency Agreement Program can accomplish this study in a timely manner that may result in advancing the funding and implementation of identified improvements; and

**WHEREAS**, the State of Florida has requested the Space Coast Transportation Planning Organization of Brevard County, Florida, execute and deliver to the State of Florida Department of Transportation a Local Agency Agreement for the aforementioned project.

**NOW, THEREFORE BE IT RESOLVED** by the Space Coast Transportation Planning Organization that the SCTPO Executive Director is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation a Local Agency Agreement for the aforementioned project.

**DONE, ORDERED AND ADOPTED THIS 16<sup>TH</sup> DAY OF AUGUST, 2011.**

SPACE COAST TRANSPORTATION  
PLANNING ORGANIZATION

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LARRY L. SCHULTZ, CHAIRMAN

ATTEST:

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KATHY MEEHAN, VICE-CHAIRMAN

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and \_\_\_\_ hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in \_\_\_\_\_ and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) \_\_\_\_\_ are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

**Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before \_\_\_\_\_. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

### **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ \_\_\_\_\_. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this

subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “Audits” below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT’s Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

## **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit “1” of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit “1” to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of

the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

(Insert mailing address(es) of office(s) responsible for program oversight - District LAP Administrator or person designated by District.)

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

## **8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing,

with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

## **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may,

in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).”

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** 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 or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases 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.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their 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 Agency or the locality during tenure or for 2 years 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 tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

**12.08 Interest of Members of, or Delegates to, Congress:** 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.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the

State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any 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.

If any funds other than federally-appropriated funds have been paid by the Agency 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless

the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

### **13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

### **13.16 E- VERIFY**

The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Agency during the term of the Contract to perform employment duties within Florida; and
2. All persons, contractors, including subcontractors, assigned by the Agency to perform work pursuant to the contract with the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Title:

Attest: \_\_\_\_\_

Title:

As to form:

Legal Review:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

**SCOPE OF SERVICES  
FOR PLANNING FEASIBILITY STUDIES**

**FPN: 430209-1-18-01**

**US 192  
Proposed SJH Parkway (West of I-95) to SR 507 Babcock Street  
(Approximately 6 miles)**

**DRAFT - 8/10/11**

**A. STUDY BACKGROUND AND NEED**

US 192 intersects with I-95 at the western city limits of West Melbourne. The existing roadway is currently classified as an urban other principal arterial. The current Access Management Classification is five (5), consisting of four (4) travel lanes, two (2) in each direction, with an urban, closed drainage system. The existing travel lanes are separated by a concrete raised median.

Existing traffic volumes on the US 192 corridor range from 28,500 to 42,500 vehicles per day. The corridor has been among the 10 highest ranked (worst congestion) segments in the TPO's Congestion Management System State of the System Report since 1998. In the 2009 State of the System Report, the intersection of US 192 and Wickham Road was ranked three out of the top twenty busiest intersections. US 192 is also a SIS connector to Melbourne Airport from I-95 to Airport Boulevard.

Major traffic generators such as the Melbourne Square Mall are located along the existing corridor. Community facilities such as schools (Florida Air Academy) and government offices (West Melbourne City Hall) are located within the study area. Major employers such as Harris Corporation are also within the study area, particularly around Melbourne International Airport. US 192 is a primary hurricane evacuation route for Brevard County, leading from the South Beaches area west to Osceola County. The main impact of evacuation for West Melbourne will be felt west of the Cities limits where US 192 passes under I-95 and changes into a two lane rural highway. US 192 is the only inland route available for south Brevard County.

**B. DESCRIPTION OF SERVICES**

Kittelson & Associates, Inc. (Consultant) shall provide the Space Coast Transportation Planning Organization (TPO) with staff assistance to develop and evaluate the recommended improvement concept for the US 192 Feasibility Study. Sufficient planning and engineering efforts will be completed to develop and evaluate the recommended improvement concept. These services shall be provided as directed by the TPO. As stated in the FDOT LAP Agreement, the project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT's Local Agency Program Manual.

The proposed study will determine if a capacity improvement involving widening from four (4) to six (6) lanes is feasible. The Study will consider the feasibility of widening from the inside or the outside edge of travel lanes or if the corridor is considered constrained. A nonwidening alternative that considers treatments such as intersection improvements, operational improvements, and multimodal considerations will also be considered. The needed project is consistent with the Cities of West Melbourne and Melbourne Comprehensive Plans and is shown in the Space Coast TPO's Cost Feasible component of the Long Range Plan.

### **C. STUDY AREA**

The study area, shown in Figure 1, generally consists of Ellis Road/Nasa Boulevard to the north, Palm Bay Road to the south, the proposed intersection with the St. John's Heritage Parkway to the west, and US 1 to the east. The limits of the US 192 study corridor are from the proposed intersection with the St. John's Heritage Parkway to the intersection with Babcock Street (SR 507). As shown on Figure 1, the project is oriented from west to east and is located in the Cities of West Melbourne, Melbourne and Brevard County.

### **D. WORK TASKS**

The following specific tasks are within the scope of this project:

<u>Task</u>	<u>Description</u>
1.0	Administration
2.0	Data Collection, Plans Review, and Base Map Development
3.0	Existing and Future Conditions Analysis
4.0	Development of Improvement Options
5.0	Corridor Recommendations and Documentation

#### **Task 1.0: Administration**

##### **1.1 Project Status Meetings**

The appropriate members of the Consultant team will attend up to three project status meetings with the TPO Project Manager and staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the TPO and the Consultant team. The Consultant will prepare a meeting agenda and prepare and distribute meeting minutes following each of these meetings.

##### **1.2 Project Schedule**

The Consultant will prepare and submit a detailed project schedule identifying major tasks, their durations and tasks relationships. The Consultant is responsible for keeping the schedule up to date.

##### **1.3 Invoices**

Invoices shall be prepared in the format prescribed by the TPO. A detailed invoice including a narrative description of the work performed by the Consultant during the period covered by the invoice for each item in the scope shall be submitted. The narrative shall also describe the work to be performed during the next billing period.

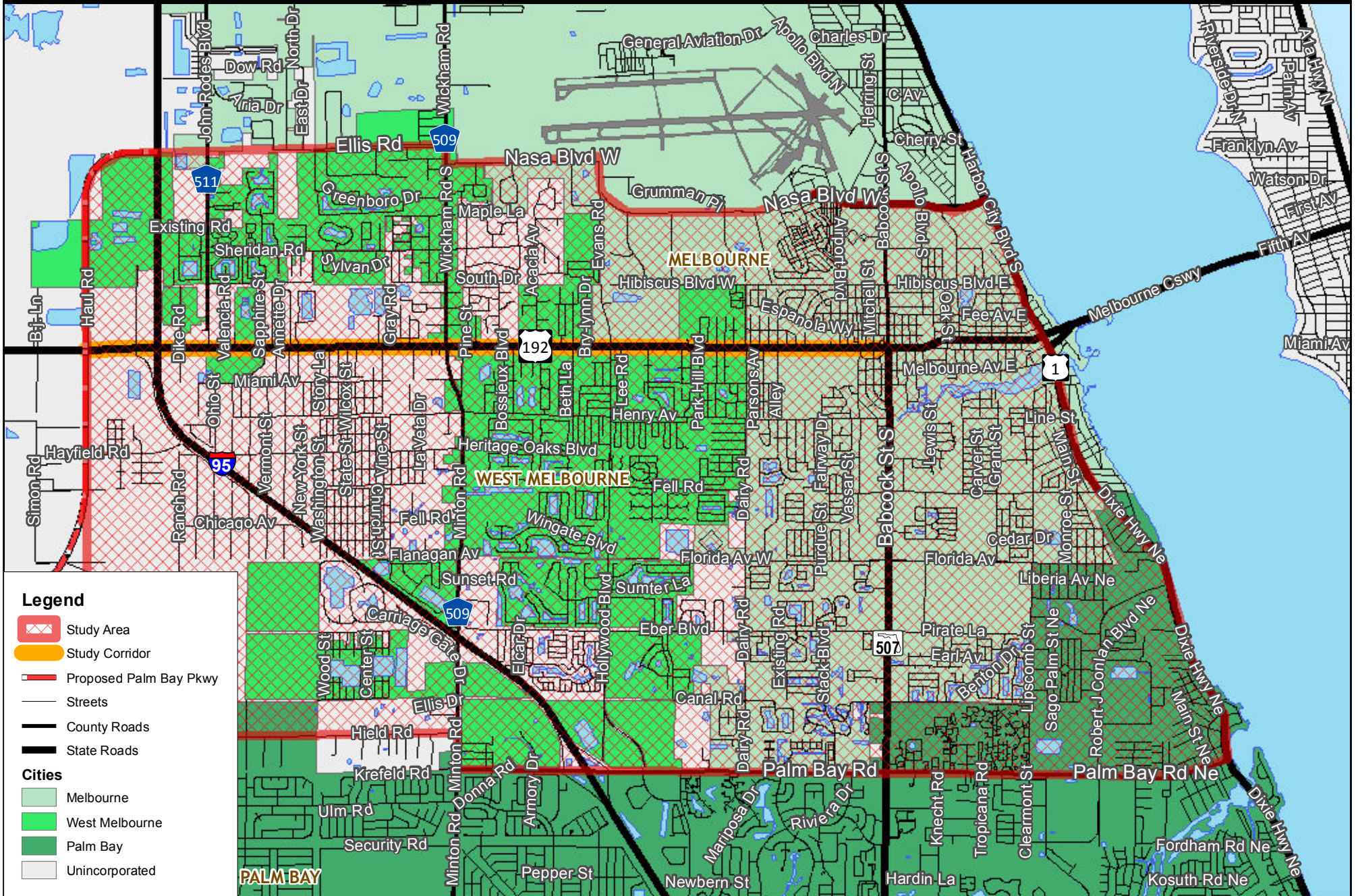
The final invoice will be labeled "Final" and project close out procedures will be followed.

##### **1.4 Quality Assurance/Quality Control**

The Consultant team shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. Work effort for QA/QC reviews shall be addressed as part of the work effort as identified elsewhere herein, and shall be limited to five (5) percent of the work effort for each item.

# US 192 Feasibility Study

0 0.5 1 2 Miles



- Legend**
- Study Area
  - Study Corridor
  - Proposed Palm Bay Pkwy
  - Streets
  - County Roads
  - State Roads
- Cities**
- Melbourne
  - West Melbourne
  - Palm Bay
  - Unincorporated

Figure 1 - Study Area

## 1.5 Coordination with Other Consultants and Entities

The Consultant shall coordinate their work with relevant ongoing/planned projects that may be affected by the subject project.

The TPO will designate a Project Manager who shall be the representative of the TPO for the Project. While it is expected that the Consultant shall seek and receive advice from various state, regional, and local agencies, the final direction for the project remains with the Project Manager.

### *Deliverables*

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the TPO:

- Project Schedule (Initial and monthly updates)
- Monthly Progress Reports
- Project Administration

## **Task 2.0: Data Collection, Plans Review, and Base Map Development**

Data collected in this task will be used for the analysis portions of the study.

### 2.1 Data Collection

The following data collection activities will be completed:

- A field review to verify intersection and cross sectional geometrics. The review will also note existing pedestrian and transit facilities.
- *Intersection turning movement counts will be collected by the Space Coast TPO under a separate contract.* The CONSULTANT shall be responsible for analyzing the count data provided by the TPO. AM (7:00 a.m. to 9:00 a.m.) and PM (4:00 p.m. to 6:00 p.m.) peak period intersection turning movement counts, including trucks, right turn on red, and pedestrian activity, at the following study intersections will be collected:
  - US 192/I-95 NB Ramps
  - US 192/I-95 SB Ramps
  - US 192/Dike Road
  - US 192/John Rodes Boulevard
  - US 192/Wickham Road/Minton Road
  - US 192/Meadow Lane
  - US 192/Dayton Boulevard
  - US 192/Laila Drive
  - US 192/Evans Road/Hollywood Boulevard
  - US 192/West Mall Entrance
  - US 192/East Mall Entrance
  - US 192/Dairy Road
  - US 192/Airport Boulevard
  - US 192/South Country Club Road
  - US 192/Babcock Street

- 48-hour vehicle classification and/or ‘tube’ counts will be collected by the Space Coast TPO under a separate contract. The CONSULTANT shall be responsible for analyzing the class and count data provided by the TPO. 48-hour vehicle classification ‘tube’ counts will be conducted at three locations in the study corridor. The data will be summarized by direction and in fifteen minute increments. It is anticipated that the locations will be in the immediate vicinity of the I-95 interchange area, between I-95 and Wickham Road, and between Wickham Road and Babcock Street. One location will collect seven days worth of data (this will also be collected under a separate contract by the Space Coast TPO and provided to the CONSULTANT for evaluation).
- MAC address readers will be positioned at up to five (5) locations by the CONSULTANT throughout the corridor to collect MAC address information representing a sample of vehicles for a seven day period. THE CONSULTANT will reduce the MAC address information into a raw database and provide summary information on average speed and travel time in tabular and graphical format.
- Crash data for up to five years from the FDOT and other available sources .
- Signal timing/phasing information for the study intersections.
- Existing transit data in the corridor including route information, schedules, ridership, transit facilities, and future transit plans.
- Planned and programmed roadway projects in the area. This will also include a request for any approved but unbuilt access permits on the corridor.
- Recently completed projects in the area including improvements to the Dairy Road, John Rodes, and Dike Road intersections as well as the installation of the ATMS system.
- Existing and future land use plans.
- An electronic aerial of the study corridor to be used for a base map (the aerial will be from an existing source).
- GIS data illustrating available information within the study area. This data generally consists of wetland, floodplan, threatened and endangered species and habitat, contamination, and cultural and historic site GIS layers used to identify fatal flaws and general impacts.
- Utility information to be obtained from a Sunshine One call and a field inspection. The Sunshine One call will give a list of potential utility providers in the area. A field inspection by an engineer will be completed to provide a visual confirmation. Local cities will be contacted to obtain any GIS utility information that is available. Individual utility companies will not be called and individual services will not be mapped as this is usually completed in the PD&E phase of a study.
- Existing right of way (ROW) maps for the corridor (to be obtained from FDOT straight line diagrams or discussions with FDOT ROW staff).
- Design plans and as built plans for the future widening of I-95.
- Design plans for the intersection of the St. John’s Heritage Parkway with US 192.
- The Interchange Justification Report (IJR) and PD&E documentation for the Ellis Road/I-95 interchange.

## 2.2 Existing Plans and Study Review

The following plans and studies will be reviewed and summarized:

- Applicable elements of the County and Cities Comprehensive Plans.
- 2035 Long Range Transportation Plan (LRTP) ZDATA and model files used in the study will be provided to the CONSULTANT.
- Planned or in-process development projects significantly impacting the corridor, including:
  - Platt Ranch project
- FDOT District 5 System Operational Analysis Report (SOAR) for I-95.

Approved capacity, multimodal, and enhancement plans provided by the FDOT, County, and Cities will also be reviewed and summarized.

### 2.3 Base Map Development

Using the data collected as part of this task, the Consultant will prepare a base map over an aerial background. The map will show key features such as: right of way information, the identification of existing and approved developments, the location of multimodal facilities, and basic environmental information.

#### *Meetings:*

- Kick-off meeting with the Consultant, the TPO, the FDOT, County, and Cities.
- One status meeting with the TPO and FDOT and others as needed to review data collection activities and progress.

#### *Deliverables:*

- Memorandum summarizing data collection activities.
- Base map.
- Meeting minutes.

### **Task 3.0: Existing and Future Conditions Analysis**

#### 3.1 Existing Conditions Analysis

The purpose of this phase is to use the data collected in Task 2 to assess the existing conditions of the corridor. For this analysis 2011 will be assumed as the 'existing' year. Any data collected in earlier years will be factored to 2011. This analysis will serve as a baseline for future year comparisons.

The following existing conditions analyses will be completed for the study corridor:

- A facility/roadway level of service analysis using 2000 Highway Capacity Manual (HCM) methodologies will be completed for the study corridor. If acceptable to the TPO and the FDOT, methodologies in the 2010 HCM will be used. The analysis software (HCS, Synchro) will be confirmed with the TPO and FDOT prior to beginning the analysis.
- A LOS and volume to capacity analysis of the signalized intersections using 2000 Highway Capacity Manual (HCM) methodologies will be completed. The analysis software (HCS, Synchro) will be confirmed with the TPO and FDOT prior to beginning the analysis.
- A review and summary of the existing transit data in the corridor including route information, schedules, ridership, transit facilities, and future transit plans collected in Task 2.
- A LOS for pedestrians, bicyclists, and transit using the NCHRP 3-70 multimodal level-of-service (MMLOS) methodology. This methodology builds upon previous research conducted for the FDOT and generally represents the state of the practice.
- An existing conditions crash assessment using crash rate and frequency. All pedestrian and bicycle crash locations will be mapped and summarized.
- Summary of design traffic characteristics (K, D, and T factors). It is assumed that the FDOT standard K value will be used in this study.

#### *Meetings:*

- One status meeting with the FDOT, County, Cities, and the Space Coast TPO to review the existing conditions analysis and progress.

#### *Deliverables:*

- Memorandum summarizing existing conditions analysis.

- Meeting minutes.

### 3.2 Future Traffic Forecasts

The TPO has completed its 2035 Long Range Transportation Plan (LRTP) which required input from the Cities of West Melbourne, Melbourne, and Brevard County with regard to future development. The data in the model used to support the LRTP will be reviewed with the TPO to identify any potential changes that are needed. Table 1 summarizes the scenarios that will be developed and the network and land use data that will be used in developing future volume forecasts.

Table 1: Summary of Analysis Scenarios and Study Elements

Scenarios	Land Use	Roadway Network
Existing (2011)	Base CFRPM grown to 2011 conditions (subarea model)	Base model network including any changes to reflect 2011 conditions
2035 (long term)	Future CFRPM with addition of approved and in-process development as agreed by agencies	2035 LRTP Cost Feasible with US 192 as four lanes and with US 192 as six lanes

Specific steps in developing the future volume forecasts will consist of:

- Use the adopted CFRPM 5.0 model to obtain future forecasts for the US 192 corridor within the study area (see Figure 1). A subarea model will be prepared and calibrated to the base year of 2005 using traffic count information available from the FDOT and the TPO. The level of calibration will be consistent with the work done as part of the SR 524 Feasibility Study. The consultant will also review historical data (where available) to determine a historic growth rate to be used as a check for the model. From this information, growth rates for the study area will be determined. A meeting will be held with the FDOT, County, Cities, and the TPO to verify the model assumptions and receive acceptance of the base year model before moving forward with volume forecasts.
- The seasonally adjusted turning movement counts will be factored to a future forecast year (2035) for US 192 with four lanes and US 192 with six lanes. These counts will be used for the future intersection level of service analysis and determination of required intersection improvements. Daily volumes will be shown graphically. AM and PM peak-hour turning movement projections for the study intersections will also be created.
- In the I-95 and US 192 interchange area the volume forecast recommendations and any network recommendations will be compared to the FDOT I-95 SOAR.

#### Meetings:

- A meeting will be held with the FDOT, County, Cities, and the TPO to verify the model assumptions and receive acceptance of the base year model before moving forward with volume forecasts.
- One status meeting with the FDOT, County, Cities, and the TPO to review the future volume forecasts and progress.

#### Deliverables:

- Prepare a memorandum summarizing the assessment of the 2035 LRTP and the FDOT I-95 SOAR that focuses on the assumed roadway network, the ZDATA used in the model, and the future

volumes predicted by the model. The memorandum will also summarize the steps taken to create the subarea model using the CFRPM 5.0.

- Prepare a draft memorandum summarizing the final volume scenarios.
- Meeting minutes.

### 3.3 Future Traffic Conditions

The future conditions analysis will be conducted for the 2035 horizon for both the US 192 with four lanes and US 192 with six lane scenario. Study elements to be included in the analysis include: operational analysis, safety, and multimodal. A description of the study elements follows.

#### *3.3.1 Operational Analysis*

- A facility/roadway level of service analysis using 2000 Highway Capacity Manual (HCM) methodologies will be completed. If acceptable to the TPO and the FDOT, methodologies in the 2010 HCM will be used.
- A LOS and volume to capacity analysis of the signalized intersections in the study area using 2000 Highway Capacity Manual (HCM) methodologies will be completed. If acceptable to the TPO and the FDOT, methodologies in the 2010 HCM will be used. A detailed review of interchange operations at ramp terminal intersections with US 192 is presented in more detail below.

#### *3.3.2 US 192/I-95 Interchange Analysis*

Within the immediate vicinity of the I-95 interchange with US 192 future land use plans and traffic conditions will be reviewed. Particular focus will be placed on the potential impact the connection of the St. John's Heritage Parkway will have on the future interchange operations. To assess these impacts, the following tasks will be completed:

- A LOS and volume to capacity analysis of the intersection area will be completed. Synchro will be used to provide a more 'system' based analysis.
- Review the design plans for the I-95 widening project and determine the width available under the bridge to accommodate US 192.
- Identify turn-lane needs and the transition of lanes between the interchange and US 192 west and east of the interchange.
- Compare the results of the analysis with the results in the FDOT I-95 SOAR study.

#### *Meetings:*

- One status meeting with the FDOT, County, Cities, and SCAT to review the draft analysis results and summary memorandum.

#### *Deliverables:*

- A draft and final memorandum containing supporting documentation for the interchange analysis.
- Meeting minutes.

#### *3.3.3 Multimodal Analysis*

In addition to the consideration of vehicular travel, planning in the US 192 corridor should address pedestrians, bicyclists, and transit. Specific tasks to be completed include:

- A review and summary of planned transit operations and facilities in the corridor. The Space Coast Area Transit (SCAT) will be contacted to provide any planned changes in the corridor.
- A review and summary of planned bicycle and pedestrian facilities in the corridor. The FDOT, County, Cities, and the TPO will be contacted to provide any planned changes in the corridor.

- A LOS for pedestrians, bicyclists, and transit using the NCHRP 3-70 multimodal level-of-service (MMLOS) methodology.
- Provide guidance relative to how multimodal facilities can be enhanced or provided along the corridor (such as the potential addition of bike lanes, shared-use paths, or shoulders). Specific attention will be given to connecting to existing facilities and the transition of such facilities through the interchange.
- The planned and in-process developments identified in Task 2 will be assessed to evaluate the potential to increase transit demand on the corridor. Based on the assessment, potential transit facilities to serve those developments will be presented.

*Meetings:*

- One status meeting with the FDOT, County, Cities, and SCAT to review the draft analysis results and summary memorandum.

*Deliverables:*

- A draft and final memorandum containing supporting documentation for the multimodal analysis. It is anticipated that this memorandum will also contain the summary of the safety analysis.
- Meeting minutes.

### 3.3.4 Safety Analysis

The recently released AASHTO Highway Safety Manual (HSM) and other sources such as the FHWA CMF Clearinghouse contain methodologies and procedures that can be used to assess changes in crash frequency for various operational and geometric treatments along a corridor. One of the primary benefits of the resources currently available is that future alternatives (such as the impact of widening a facility from four to six lanes) can be compared from a safety perspective. Specific tasks to be completed include:

- Determine availability of historical crash data (maximum of 5 years).
- Assess recent (within last 5 years) geometric changes or modifications to the corridor that may have influenced historical crash data.
- Conduct a literature review to assess the availability of safety performance functions (SPFs) and crash modification factors (CMFs) for conditions in each analysis scenario.
- Conduct a safety assessment using the Highway Safety Manual and the FHWA CMF Clearinghouse. This assessment will be used to evaluate the impact six-laning US 192 may have on crash frequency. This analysis will be done for the 2035 no-build and one 2035 build condition.

*Meetings:*

- It is anticipated that the results of the safety study will be presented as part of a different meeting (i.e. a separate meeting will not be required for this task).

*Deliverables:*

- A draft and final memorandum containing supporting documentation for the safety analysis. It is anticipated that this memorandum will also contain the summary of the multimodal analysis.
- Meeting minutes.

### **Task 4: Development of Improvement Options**

This task is to develop improvement options and to estimate the potential impacts and associated costs for making improvements to the corridor. The potential need to widen US 192 from four to six lanes has been identified (see Study Purpose). The feasibility of implementing the capacity improvement will be studied. The following activities will be conducted:

#### 4.1 Determine Improvement Typical Section

A critical part of this task will be the selection of the typical section to be used in the improvement option to be analyzed. Based upon the traffic analysis, typical section alternative will be developed for the following alternatives:

- Widening from four to six lanes to the inside;
- Widening from four to six lanes to the outside; and
- A no-widening alternative of US 192 that may include improvements to multimodal facilities such as bicycle lanes and sidewalks and may consider spot intersection improvements.

It is expected that three alternatives will be developed for review. We will conduct a meeting with TPO and FDOT representatives to discuss the considerations of the typical section and select the one option to be used in the conduct of further analysis.

#### 4.2 Conceptual Roadway Layout

Following the selection of the typical section, we will prepare the conceptual roadway layout. The signalized intersection improvements will guide the development of these concept plans. We will identify the intersection turn lane requirements and signalization requirements. Concept plans will be prepared over aerial photography at a 1:100 scale.

#### 4.3 Drainage and Stormwater Retention Requirements

The drainage requirements will be evaluated as part of this task based upon the typical section option selected. The fundamental purpose for this subtask is for early quantification of both drainage and stormwater retention requirements to support the Long Range Estimating (LRE) for the project.

Conceptual locations for stormwater retention requirements will be identified on the aerial photography for the purposes of right-of-way cost estimating. It is anticipated that these locations will not be shown in the draft or final feasibility report or in public displays as the locations are preliminary in nature and are for cost estimating purposes only.

#### 4.4 Right-of-Way Requirements

Using the existing right of way lines mapped in Task 1, estimates of right-of-way requirements will be prepared using the roadway concept plans and the stormwater retention analysis. The locations for the right-of-way takings will be identified to the FDOT for Department right-of-way staff to prepare the right-of-way taking cost estimate.

#### 4.5 Utility Coordination

The Consultant will make a call to Sunshine 1 and do a field review of the study area and identify potential utility conflicts for the study alternatives. The impact to utilities will be done on a qualitative basis to provide a comparison between alternatives.

#### 4.6 Environmental Analysis

The Consultant will conduct a fatal flaw environmental analysis to determine any environmental factors that may preclude or significantly modify the development of a build alternative in the study area. These may include threatened or endangered species, contamination, cultural and historic sites and business/residential relocations. This analysis is to use existing “desk top” information available in GIS form from federal, state and local agencies. The level of detail will be consistent with the analysis done for the SR 524 Feasibility Study. The fundamental purpose of this analysis is to modify the development of a build alternative for the purposed project cost analysis.

#### 4.7 Preliminary Construction Cost Estimates

The Consultant will prepare the preliminary construction cost estimate for the identified improvement alternative using the Department's Long Range Estimating (LRE) system. Using the conceptual roadway layout, we will enhance the LRE by estimating quantities for major pay items. The corridor also has numerous utilities that may require relocation. An estimate for this utility relocation will be added. We will also use the wetland and floodplain mapping to determine any planning level impacts. Should there be any wetland impacts, mitigation costs will be added at the water management district current per acre rates. The cost estimates includes the preliminary development and one (1) updates. The final cost estimate will be made available in the final feasibility report.

#### 4.8 Multimodal Considerations

The multimodal data collected in Task 2 and analyzed in Task 3 will be reviewed to determine potential improvements/enhancements that can be made to the corridor if it is found that the six-lane capacity improvement is not feasible. Countermeasures that may be considered include: mid-block crossing countermeasures, signalized intersection countermeasures, and corridor-wide countermeasures. The interactions between automobiles, transit services, and pedestrians will be reviewed and recommendations for improvements made.

#### 4.9 Evaluation Matrix and TPO Decision

An evaluation matrix will be prepared to compare the alternatives analyzed during the study. The matrix will show information on factors such as construction cost, right of way impacts, traffic performance, wetland and environmental impacts, and construction impacts. Most of the factors will be analyzed at a planning level and will be based on qualitative assessments.

The evaluation matrix and other supporting data collected and analysis completed during the study will be presented to the TPO Board. The goal of the presentation will be to gain the TPO's decision on which alternative to move forward into Task 5.0. It is anticipated that the TPO Board will review the following alternatives:

- Widening US 192 from four to six lanes to the inside;
- Widening US 192 from four to six lanes to the outside; and
- A no-widening alternative of US 192 that may include improvements to multimodal facilities such as bicycle lanes and sidewalks and may consider spot intersection improvements.

The result of the TPO decision may also impact the recommendation included in the LRTP and may require the need for an amendment to the LRTP.

#### *Meetings:*

- Meeting with TPO, County, Cities, and FDOT to select preferred typical section.
- Meeting with TPO, County, Cities, and FDOT to review initial corridor findings.
  
- One presentation at a combined meeting of the TPO CAC and TAC Committees.
- One presentation to the TPO Board.
- 
- Project status meeting.

#### *Deliverables:*

- Typical section memorandum.
- Preliminary concept alternative prepared over base map.
- Memorandum, including figures and tables, summarizing multimodal considerations.

- Memorandum, including figures and tables, summarizing the development of improvement alternatives and preliminary project cost estimates.
- Meeting minutes.

**Task 5.0: Corridor Recommendations and Documentation**

Based on the outcomes of Tasks 1 through 4, a corridor plan showing recommended improvements will be prepared. The Plan developed by will provide strategies pertaining to operational needs, safety considerations, and multimodal options. Recommendations on the necessary steps to develop needs into projects (such as concept development, cost estimating, minor design, etc) will also be provided. The Plan will also document the assumptions made about future development. A draft final report which incorporates all technical memorandums will be prepared and submitted for review. Review comments will be incorporated and a final report will be prepared. Specific tasks to be completed include:

- Prepare a corridor plan showing potential corridor improvements.
- Prepare a draft final report which incorporates all technical memorandums and any other pertinent information addressed during Tasks 1 through 4 but not included in the technical memorandums.
- Prepare a final report based on comments and feedback obtained from the meeting.

*Meetings:*

- One status meeting with the TPO, County, Cities, and the FDOT to review the draft report and comments.
- One presentation at a combined meeting of the TPO CAC and TAC Committees.
- One presentation to the TPO Board.

*Deliverables:*

- The Consultant will prepare a draft report with necessary graphics for the DEPARTMENT’s review. Following receipt of comments, the final report will be prepared. Five (5) hard copies plus an electronic copy of the final report will be provided.
- Meeting minutes.

**E. SERVICES TO BE PROVIDED TO THE CONSULTANT**

The following services may be provided by the TPO and/or the FDOT to assist the Consultant in the completion of the assigned tasks:

1. Aerial photography
2. Available traffic counts, projections and analyses
3. Access to FDOT LRE system
4. FDOT right-of-way staff to prepare the right-of-way special estimates
5. All available data and plans on the project and related projects
6. Review of all technical analyses

**F. LENGTH OF SERVICES**

The beginning date of the services shall be the date of authorization for this work order. The services shall be completed within *eight months* of the beginning date.

**G. FEE ESTIMATE**

Details of the estimated man-hours, out of pocket expenses, and fees for this task assignment are transmitted separately.

## BUDGET

### US 192 FEASIBILITY STUDY

FPN: 430809-1-18-01



Space Coast Transportation Planning Organization  
 2725 Judge Fran Jamieson Way, Bldg. B, Rm 105  
 Melbourne, Florida 32940  
 Project Manager: Laura Carter  
 Ph: 321-690-6890 Fax: 321-690-6827  
[laura.carter@brevardcounty.us](mailto:laura.carter@brevardcounty.us)

ACTIVITY	Space Coast TPO	Kittelson & Associates	Infrastructure Engineers	TOTAL BUDGET
Task 1.0: Administration	\$ 5,605.00	\$ 13,540.00	\$ -	\$ 19,145.00
Task 2.0: Data Collection, Plans Review, and Base Map	\$ 1,387.50	\$ 17,010.00	\$ 2,958.00	\$ 21,355.50
Direct Charges: Peggy Malone & Associates (Count Data)	\$ 18,479.50			\$ 18,479.50
Task 3.0: Existing and Future Conditions Analysis	\$ 2,825.00	\$ 52,640.00	\$ 31,986.00	\$ 87,451.00
Task 4.0: Development of Improvements Options	\$ 2,707.50	\$ 69,520.00	\$ -	\$ 72,227.50
Task 5.0: Corridor Recommendations and Documentation	\$ 1,710.00	\$ 26,690.00	\$ -	\$ 28,400.00
Task 6.0: Scope Creep				\$ 2,941.50
<b>TOTAL PROJECT</b>	<b>\$ 32,714.50</b>	<b>\$ 179,400.00</b>	<b>\$ 34,944.00</b>	<b>\$ 250,000.00</b>



**STANDARD FEE SUMMARY SHEET**

**Space Coast Transportation Planning Organization**  
 2725 Judge Fran Jamieson Way, Bldg. B, Rm 105  
 Melbourne, Florida 32940

Contract Manager  
 Space Coast TPO  
 Laura Carter  
 P: 321-690-6890  
 F: 321-690-6827

**Work Order: US 192 Feasibility Study**

ACTIVITY	SCTPO Exec. Director		Trans. Program Specialist		Multi-Modal Prog. Coord.		Operations Manager		Trans. Analyst		TOTAL HOURS	COST BY ACTIVITY
	RATE:	\$ 75.00	RATE:	\$ 40.00	RATE:	\$ 45.00	RATE:	\$ 45.00	RATE:	\$ 35.00		
Task 1.0: Administration	16	\$ 1,200.00	46	\$ 1,840.00	10	\$ 450.00	47	\$ 2,115.00	2	\$90	119	\$ 5,605.00
Task 2.0: Data Collection, Plans Review, and Base Map	5.5	\$ 412.50	7.5	\$ 300.00	2	\$ 90.00	13	\$ 585.00	6	\$ 270.00	28	\$ 1,387.50
Task 3.0: Existing and Future Conditions Analysis	15.5	\$ 1,162.50	14	\$ 560.00	4	\$ 180.00	20.5	\$ 922.50	6	\$ 270.00	54	\$ 2,825.00
Task 4.0: Development of Improvements Options	10.5	\$ 787.50	16.5	\$ 660.00	9	\$ 405.00	19	\$ 855.00	2	\$ 90.00	55	\$ 2,707.50
Task 5.0: Corridor Recommendations and Documentation	5	\$ 375.00	12	\$ 480.00	5	\$ 225.00	14	\$ 630.00	2	\$ 90.00	36	\$ 1,710.00
<b>TOTAL PROJECT</b>	<b>52.5</b>	<b>\$ 3,937.50</b>	<b>96</b>	<b>\$ 3,840.00</b>	<b>30</b>	<b>\$ 1,350.00</b>	<b>113.5</b>	<b>\$ 5,107.50</b>	<b>18</b>	<b>\$ 810.00</b>	<b>292</b>	<b>\$ 14,235.00</b>

**STANDARD FEE SUMMARY SHEET**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Karl Passetti, P.E.  
 P: 407-540-0555  
 F: 407-540-0550

Task Work Order Consultant Information  
 Kittelson & Associates, Inc.  
 Karl Passetti, P.E.  
 P: 407-540-0555  
 F: 407-540-0550

**Task: US 192 Feasibility Study**

**Name of Firm: Kittelson & Associates, Inc.**

ACTIVITY	Senior Principal RATE: \$ 205.00	Principal RATE: \$ 195.00	Senior Engineer/Planner RATE: \$ 145.00	Engineer/Planner RATE: \$ 130.00	Engineer Intern RATE: \$ 115.00	Senior Technician RATE: \$ 125.00	Secretary/Clerical RATE: \$ 60.00	TOTAL HOURS	COST BY ACTIVITY
Task 1: Administration	44 \$ 9,020.00	\$ -	\$ -	24 \$ 3,120.00	8 \$ 920.00	\$ -	8 \$ 480.00	84	\$ 13,540.00
Task 2: Data Collection, Plans Review, Base Map	14 \$ 2,870.00	\$ -	\$ -	38 \$ 4,940.00	80 \$ 9,200.00	\$ -	0 \$ -	132	\$ 17,010.00
Task 3: Existing and Future Conditions Analysis	40 \$ 8,200.00	\$ -	8 \$ 1,160.00	110 \$ 14,300.00	200 \$ 26,000.00	20 \$ 2,500.00	8 \$ 480.00	386	\$ 52,640.00
Task 4: Development of Improvement Options	40 \$ 8,200.00	\$ -	72 \$ 10,440.00	140 \$ 18,200.00	240 \$ 31,200.00	8 \$ 1,000.00	8 \$ 480.00	508	\$ 69,520.00
Task 5: Corridor Recommendations and Options	26 \$ 5,330.00	\$ -	16 \$ 2,320.00	36 \$ 4,680.00	80 \$ 10,400.00	24 \$ 3,000.00	16 \$ 960.00	198	\$ 26,690.00
<b>TOTAL PROJECT</b>	164 \$ 33,620.00	0 \$ -	96 \$ 13,920.00	348 \$ 45,240.00	608 \$ 77,720.00	52 \$ 6,500.00	40 \$ 2,400.00	1308	\$ 179,400.00
								Direct Labor	\$ 179,400.00
								<b>Total</b>	<b>\$ 179,400.00</b>
								<b>INFRASTRUCTURE TOTAL</b>	<b>\$ 34,944.00</b>
								<b>PROJECT TOTAL</b>	<b>\$ 214,344.00</b>

**STANDARD FEE SUMMARY SHEET**

Prime Consultant Information  
 Kittelson & Associates, Inc.  
 Karl Passetti, P.E.  
 P: 407-540-0555  
 F: 407-540-0550

Task Work Order Consultant Information  
 Infrastructure Engineers, Inc.  
 Frank Hickson, P.E.  
 P: 407-957-1660  
 F: 407-957-8744  
 IEI Job No. 09009FL00.02

**Task: US 192 Feasibility Study**

**Name of Firm: Infrastructure Engineers, Inc.**

ACTIVITY	Project Principal RATE: \$ 220.00	Engineer RATE: \$ 167.00	Engineer Intern RATE: \$ 92.00	Tech/CADD RATE: \$ 70.00	Secretary/Clerical RATE: \$ 53.00	RATE:	RATE: \$ -	TOTAL HOURS	COST BY ACTIVITY
Task 1: Administration	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	0 \$ -	0	\$ -
Task 2: Data Collection	0 \$ -	10 \$ 1,670.00	14 \$ 1,288.00	0 \$ -	0 \$ -	\$ -	0 \$ -	24	\$ 2,958.00
Task 3: Engineering Analysis and Feasibility Study Report	11 \$ 2,420.00	136 \$ 22,712.00	57 \$ 5,244.00	23 \$ 1,610.00	0 \$ -	\$ -	0 \$ -	226	\$ 31,986.00
Task 4: Production Support	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	0 \$ -	0	\$ -
Task 5: Final Documentation and Deliverables	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	0 \$ -	0	\$ -
<b>TOTAL PROJECT</b>	11 \$ 2,420.00	146 \$ 24,382.00	71 \$ 6,532.00	23 \$ 1,610.00	0 \$ -	0 \$ -	0 \$ -	250	\$ 34,944.00
								check	\$ 34,944.00
								Direct Labor	\$ 34,944.00
								<b>Total</b>	<b>\$ 34,944.00</b>

**PROJECT TOTAL \$ 34,944.00**

**Quote # 11-117 - Peggy Malone & Associates**

**Date: 8/10/2011 Revised 8/11/11**

**Space Coast TPO Traffic Count Program  
2011 US 192 Feasibility Study**

**US 192**

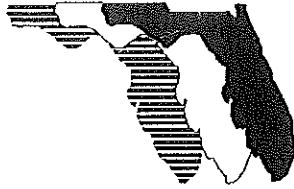
<u>Type</u>	<u>Per Unit Cost</u>	<u>Qty.</u>	<u>Total</u>
TMC - 1 Per	\$366.80	1	\$366.80
TMC - 2 Per	\$515.24	28	\$14,426.72
TMC - 3 Per	\$882.04	0	\$0.00
48 hr Directional	\$145.22	11	\$1,597.42
48 hr Class	\$537.83	3	\$1,613.49
7 Day Directional	\$475.07	1	\$475.07
<b>Total</b>			<b>\$18,479.50</b>

**Quote # 11-117 - Peggy Malone & Associates**  
**Space Coast TPO Traffic Count Program**  
**2011 Turning Movement Counts**

			TMC-1 Per	TMC-2 Per	TMC-3 Per
South	US 192	@ I-95 SB Ramps	1		
South	US 192	@ I-95 NB Ramps		2	
South	US 192	@ Dike Road		2	
South	US 192	@ John Rodes		2	
South	US 192	@ Wickham/Minton		2	
South	US 192	@ Meadowlane		2	
South	US 192	@ Dayton		2	
South	US 192	@ Windover Sq Entrance (Laila Ct)		2	
South	US 192	@ Evans/Hollywood		2	
South	US 192	@ McClain (W Mall Ent)		2	
South	US 192	@ Sunset (E Mall Ent)		2	
South	US 192	@ Dairy		2	
South	US 192	@ Airport		2	
South	US 192	@ Country Club		2	
South	US 192	@ Babcock		2	
<b>Totals</b>			<b>1</b>	<b>28</b>	<b>0</b>

**Space Coast TPO Traffic Count Program**  
**2011 Volume/Class Counts**

			7 day Volume	Volume	Class	Lat	Long
South	US 192	OSCEOLA CO-I-95		1	1	28.07885	-80.70890
South	US 192	I-95-John Rodes		1		28.07871	-80.70274
South	US 192	John Rodes-Wickham		1	1	28.07891	-80.68311
South	US 192	Wickham-Dayton		1		28.07885	-80.66887
South	US 192	Dayton-Windover Sq ent		1	1	28.07883	-80.66309
South	US 192	Windover Sq-Hollywood	1			28.07887	-80.65870
South	US 192	Hollywood-McClain (W Mall ent)		1		28.07891	-80.65249
South	US 192	McClain (W Mall ent)-Sunset (E Mall ent)		1		28.07887	-80.64985
South	US 192	Sunset (E Mall ent)-Dairy		1		28.07887	-80.64526
South	US 192	Dairy-Airport		1		28.07870	-80.62880
South	US 192	Airport-Country Club		1		28.07870	-80.62542
South	US 192	Country Club-Babcock		1		28.07866	-80.62356
<b>Totals</b>			<b>1</b>	<b>11</b>	<b>3</b>		



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

719 S. Woodland Boulevard  
Deland, FL 32720-6834

ANANTH PRASAD, P.E.  
SECRETARY

August 9, 2011

Mr. Robert E. Kamm  
Executive Director  
Space Coast TPO  
2725 Judge Fran Jamieson Way  
Building 2  
Viera, Florida 32940

Dear Mr. Kamm:

**SUBJECT: LOCAL AGENCY PROGRAM PROJECT-SPECIFIC CERTIFICATION**

The Space Coast Transportation Planning Organization (TPO) is now certified pursuant to Title 23 - United States Code, and Section 334.044(7), Florida Statutes, to develop and accomplish the following project:

US 192 Feasibility Study (from west of I-95 to Babcock Road)  
FPN: 430209-1-18-01

Enclosed is a copy of the executed **LOCAL AGENCY CERTIFICATION QUALIFICATION AGREEMENT**. This document identifies the approval authorities and conditions for the various project functions.

Congratulations, and the Department looks forward to working with the Space Coast TPO on this project.

Sincerely,

E. Joyce Horne-Harley  
D5 LAP Administrator  
Production Programming Coordinator

cc: Roosevelt Petithomme

RECEIVED

AUG 10 2011

BREVARD MPO

SCANNED

**ITEM NUMBER 4**

**Discussion RE: Space Coast TPO Strategic Plan**

**DISCUSSION:**

TPO staff will present a draft Strategic Plan for Executive Committee review and comment.

**REQUESTED ACTION:**

As desired by the Space Coast TPO Executive Committee.

**ATTACHMENTS:**

- Draft Space Coast TPO Strategic Plan with Attachments

The material in this draft was developed by staff at two planning meetings plus additional gleanings from other MPO strategic plans nationwide. Final write up by RSK.

Formatting will be like that for Goal A. Some color will be used in final version to dress it all up.

Note references to Attachments A and B.

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## **VISION**

A regional planning forum trusted for its leadership and respected for its integrity and inclusiveness in developing and implementing transportation plans and programs that enrich Brevard County.

## **MISSION**

Under the guidance of elected officials and in collaboration with our partners and the public, the SCTPO mission is to facilitate a forum to develop and foster realization of regional multi-modal transportation plans and programs that improve the quality of life for Brevard residents, businesses and visitors.

## **CORE VALUES**

Words in brackets are the concepts to be included in a short text description of each item

Collaboration	[open communication, cooperation and commitment to teamwork]
Leadership	[defining the vision, gaining consensus, fostering implementation]
Trust	[integrity, transparent, inclusive, accuracy, objectivity]
Innovation	[adaptability, technology]
Service	[organization-wide commitment to exemplary service]
Community	[empowering, diversity, inclusive, enhancement]
Rewarding	[for members and staff]

***WE ARE PLANNING TO GET YOU THERE!***

***THE SKY IS NOT THE LIMIT***

## GOAL A: Enhance transportation system performance

### Objective

### Strategies

---

Focus on advancing top TPO priorities	<ol style="list-style-type: none"><li>1. Coordinate continuously with FDOT and stakeholders on projects' status</li><li>2. Ensure "90-day list" remains current</li><li>3. Develop brief "purpose and need" summary of top projects so members can advocate/discuss top projects when opportunities arise</li></ol>
Expand TPO's role in safety planning	<ol style="list-style-type: none"><li>1. Complete development and implementation of crash data management system</li><li>2. Identify high crash locations for possible funding action</li><li>3. Assist in expanding use of digital crash reporting by local law enforcement</li><li>4. Provide staff training on traffic safety engineering and counter-measures</li><li>5. Develop annual <i>Traffic Safety Report</i></li></ol>
Institutionalize consideration of Space as a transportation mode	<ol style="list-style-type: none"><li>1. Continue advocacy for FDOT's continued investment in space enhancement projects</li><li>2. Refine project selection process as warranted</li><li>3. Maintain close relationship with Space Florida, KSC and other stakeholders</li><li>4. Assist Space Florida in informing their Advisory Council how FDOT participates in space-related projects</li></ol>
Continue assistance in implementing bicycle, pedestrian and trails projects and programs	<ol style="list-style-type: none"><li>1. Update <i>Bicycle, Pedestrian, Trails Master Plan</i></li><li>2. Continue assistance to implement trail projects throughout Brevard County</li><li>3. Continue support for and refinement as needed of in-school and FeetNotFuel web-based education programs</li><li>4. Engage law enforcement in bike/ped safety program</li></ol>
Ensure consideration of all transportation modes in TPO's planning and programming	<ol style="list-style-type: none"><li>1. Schedule modal agency presentations to the TPO and Committees and regular interagency staff meetings</li><li>2. Monitor SCAT's operating capital position</li><li>3. Implement FDOT's Transit Route Economic Impact tool when available.</li><li>4. Maintain coordination effort on passenger rail</li></ol>
Develop and maintain data and information to support planning and decision making	<ol style="list-style-type: none"><li>1. Continue annual <i>State of the System Report</i>.</li><li>2. Continue Traffic Count Program.</li><li>3. Pursue data coordination, sharing with FDOT.</li><li>4. Explore retaining traffic data from ATMS sensors</li><li>5. Provide on-line access to traffic counts, other data as available</li></ol>
Maximize the existing transportation system	<ol style="list-style-type: none"><li>1. Continue support for county-wide implementation and operation of the Advanced Traffic Management System. Maintain list of future ATMS projects.</li><li>2. Assist in development of a Traffic Management Center</li><li>3. Conduct Corridor Improvement Assessments to identify how mobility, safety and livability can be enhanced.</li><li>4. Explore sponsoring or participating in a Traffic Operations Committee with local agency staff</li></ol>
Ensure Project Prioritization process reflects current transportation objectives and values	<ol style="list-style-type: none"><li>1. Explore incorporating the 2035 Long Range Plan Goals and Objectives [ATTACHMENT A] into project evaluation criteria and <i>State of the System Report</i></li></ol>

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## ***GOAL B: Improve regional planning and decision-making***

<b><i>Objective</i></b>	<b><i>Strategies</i></b>
Create and facilitate a collaborative and cooperative environment to produce forward thinking regional plans	<ol style="list-style-type: none"> <li>1. Produce high quality documents and reports with a minimum of technical jargon and abbreviations</li> <li>2. Build a strong communication network using state-of-the-art technology</li> <li>3. Share information, plans, policy decisions among stakeholders</li> <li>4. Maintain transparency in all of the Agency's planning activities</li> <li>5. Actively solicit and incorporate meaningful, timely public comment on the TPO's planning activities, policy decisions and programming recommendations</li> </ol>
Develop external communications and media strategy to promote partnerships, build consensus and foster inclusiveness in the decision making process	<ol style="list-style-type: none"> <li>1. Continue E-News. Expand distribution</li> <li>2. Explore using Social Networking sites (Facebook, Twitter)</li> <li>3. Maintain robust, useful, easy-to-use web site</li> <li>4. Continue televising TPO meetings</li> <li>5. Encourage meeting coverage by local media outlets</li> <li>6. Review and update the Public Involvement Plan every three years</li> </ol>
Identify and support legislative initiatives	<ol style="list-style-type: none"> <li>1. Annually develop legislative issues and present to the Legislative Delegation meeting</li> <li>2. Coordinate the TPO's positions with local, regional and state groups</li> </ol>
Participate in regional and state transportation planning functions	<ol style="list-style-type: none"> <li>1. Participate in Central Florida MPO Alliance</li> <li>2. Participate in the Florida Metropolitan Planning Organization Advisory Council</li> <li>3. Participate in regional and state-wide committees on topic areas such as safety, ITS, bike/ped safety education, rail, space, etc.</li> </ol>
Maintain awareness of actions, plans and programs of modal agencies	<ol style="list-style-type: none"> <li>1. Attend meetings of modal agencies (Port, Airports)</li> <li>2. Invite Agencies to present to the TPO</li> <li>3. Include modal agencies in external communication</li> </ol>
Develop and maintain planning models and involvement practices that support regional planning	<ol style="list-style-type: none"> <li>1. Work with FDOT District 5 on the cooperative development of the Long Range Transportation Plan</li> <li>2. Reserve funds to support a Plan update every five years</li> <li>3. Engage local governments and modal agencies in the development of the TPO's Long Range Plan</li> </ol>
Cultivate an engaged TPO Board and Committee membership	<ol style="list-style-type: none"> <li>1. Encourage attendance at the MPO Institute</li> <li>2. Develop an on-line orientation program that new members can review at their leisure and consult at any time to answer questions</li> <li>3. Create an awards program to recognize Committee member longevity</li> </ol>
Continually seek to improve effectiveness of procedures, outreach and communication	<ol style="list-style-type: none"> <li>1. Conduct a Satisfaction Survey among TPO and Committee membership, modal agencies, FDOT and other stakeholders.</li> <li>2. Incorporate recommended improvements or modifications into Strategic Plan, operation procedures, etc. as appropriate</li> </ol>

***GOAL C: Foster community enrichment, empowerment and engagement***

<b><i>Objective</i></b>	<b><i>Strategies</i></b>
Foster policies and programs that recognize and address the diverse mobility needs of the Brevard community	<ol style="list-style-type: none"> <li>1. Implement a Complete Streets program</li> <li>2. Encourage local governments to adopt and implement a Complete Streets policy</li> <li>3. Encourage local agencies to consider the needs of elder transportation users in their decision making, such as larger street signage, ADA compliance, provision of alternative transportation means, coordination with social service agencies</li> <li>4. Ensure TPO notices, agenda and reports can be produced for non-English speakers</li> <li>5. Continue out-reach to raise adolescent awareness of traffic safety by involvement in the Safe Routes to School program, in-school safety education and at community events</li> </ol>
Maintain current information on the diversity within Brevard County	<ol style="list-style-type: none"> <li>1. Following receipt of 2010 Census data, update the Community Inventory database and GIS mapping</li> </ol>
Engage non-traditional partners in the transportation planning and delivery process	<ol style="list-style-type: none"> <li>1. Compile a list of Community Redevelopment Agencies, the area covered and transportation projects identified in the CRA plans. Assess how and where such groups may assist the TPO in implementing improvements and vice versa</li> <li>2. Explore engaging faith-based organizations, Keep Brevard Beautiful, or other non-traditional groups and review how such organizations have participated with MPOs/TPOs in other areas</li> <li>3. Ensure active groups, such as the SR A1A improvement committee, remain engaged through the life of the improvement project of interest</li> </ol>
Enhance the role of the Brevard transportation system to sustain and augment economic activity	<ol style="list-style-type: none"> <li>1. Ensure economic diversification and competitiveness is a significant consideration in project programming actions</li> <li>2. Consider conducting planning studies to identify and evaluate transportation infrastructure that may hinder economic growth</li> <li>3. Monitor the condition of SR 401 and SR 528 which are particularly critical to Brevard's economy</li> <li>4. Participate with organizations that may be working toward economic diversification, efficient freight movement or other transportation related subjects that could improve Brevard's economic condition</li> </ol>
Employ non-traditional means to inform and engage the public	<ol style="list-style-type: none"> <li>1. Hold public meetings at locations convenient to the public, rather than expecting the public to come to us. Shopping malls, fairs, community day events are opportunities to interact with a cross-section of the public</li> <li>2. Work with FDOT to utilize Space Coast Government Television to broadcast public service messages, public meetings, or public addresses by senior FDOT officials.</li> </ol>
Encourage the implementation of attractive, multi-modal friendly roads	<ol style="list-style-type: none"> <li>1. Assist local agencies in receiving state funds to upgrade the amenities on state highways.</li> <li>2. Encourage local agencies to keep landscaping and sidewalks in their projects despite the small additional cost.</li> <li>3. Coordinate with FDOT and local governments to identify localized roadway improvement that can be corrected in conjunction with a resurfacing project</li> <li>4. Assist FDOT in developing a program to address sidewalk gaps along state highways</li> </ol>

***GOAL D: Ensure the Agency is financially stable, soundly managed and staffed by competent, engaged professionals***

<i>Objective</i>	<i>Strategies</i>
Maintain adequate funding to support Agency functions	<ol style="list-style-type: none"> <li>1. Actively seek non-traditional funding sources such as grants and service contracts</li> <li>2. Apply for Local Agency Program (LAP) certification</li> <li>3. Undertake at least one LAP project each work program cycle</li> <li>4. Ensure staff management expenses are recovered for LAP projects</li> <li>5. Maintain sufficient reserves for contingencies, release pay and Long Range Transportation Plan development</li> <li>6. Periodically conduct a revenue and expense analysis for the upcoming five year period</li> </ol>
Strengthen financial oversight	<ol style="list-style-type: none"> <li>1. Institute formal budget performance reporting</li> <li>2. Conduct an independent annual audit</li> <li>3. Explore modification to TPO Procedures granting the Executive Committee limited authority to address some financial management matters</li> <li>4. Cross-train staff on invoicing, budgeting, grant management, LAP</li> </ol>
Ensure Agency's Personnel Policies are consistent, equitable and current	<ol style="list-style-type: none"> <li>1. Review and modify the TPO's position descriptions, pay grades and compensation to reflect current duties and responsibilities, labor market conditions and internal consistency (equal pay for equal work)</li> <li>2. Develop performance evaluation system specific for the TPO</li> <li>3. <b>SEE ATTACHMENT B.</b></li> </ol>
Invest in employee development	<ol style="list-style-type: none"> <li>1. Provide training to improve professional skills</li> <li>2. Attend selected conferences to stay current with the profession</li> <li>3. Provide suitable equipment, tools and resources to enable staff to utilize latest techniques</li> </ol>
Foster positive employee morale	<ol style="list-style-type: none"> <li>1. Institute an employee recognition program</li> <li>2. Explore an incentive system that rewards employees for outstanding contributions</li> <li>3. Ensure open communication between all staff members</li> <li>4. Hold informal activities that allow staff to interact on a more social level</li> </ol>

## Attachment A

# *Space Coast Transportation Planning Organization 2035 Long Range Transportation Plan: System Performance Goals and Objectives*

### **Goal 1 - Improve economic vitality through better access and intermodal connectivity for people and goods**

- 1.1 Enhance accessibility to regional economic generators and SIS / Emerging SIS hubs (seaport, airport and spaceport)
- 1.2 Improve extent and continuity of modal networks
- 1.3 Increase number of transportation choices
- 1.4 Maintain the connectivity of intermodal hubs (seaport, airport, spaceport, transit and rail stations)

### **Goal 2 - Improve the safety and security of the transportation system;**

- 2.1 Reduce crashes and fatalities by 10 percent for each priority crash type by 2035;
- 2.2 Improve crash response and clearance times by 10 percent for each priority crash type;
- 2.3 Increase the number of roadway miles under surveillance by 50 percent;
- 2.4 Increase the number of pedestrian and bicycle events held annually;
- 2.5 Increase the percentage of surveyed parents who believe their child is safe walking or biking to school;
- 2.6 Improve the safety and security of the transit system;
- 2.7 Improve the ability to evacuate during an emergency event by reducing clearance times and increased capacity during evacuations;

### **Goal 3 - Improve mobility through effective management and operations of the transportation system;**

- 3.1 Reduce system wide delay for cars, trucks and transit;
- 3.2 Reduce corridor delay for cars, trucks and transit with real time traffic management;
- 3.3 Improve reliability and predictability of travel;
- 3.4 Improve real time transit management;
- 3.5 Improve real time traffic and transit information;

### **Goal 4 - Improve sustainability and livability;**

- 4.1 Reduce greenhouse gas emissions;
- 4.2 Improve street livability by providing more than one modal option; and
- 4.3 Minimize adverse environment and community impacts.

# ATTACHMENT B

PROPOSAL FOR A  
CLASSIFICATION AND COMPENSATION STUDY  
AND  
PERFORMANCE EVALUATION SYSTEM  
FOR  
SPACE COAST TRANSPORTATION PLANNING ORGANIZATION

## *CODY & ASSOCIATES, INC.*

305 Jack Dr.  
Cocoa Beach, FL 32931  
[codyassociates@aol.com](mailto:codyassociates@aol.com)  
(321)783-3720

PROPOSAL TO CONDUCT A  
**CLASSIFICATION AND COMPENSATION STUDY**

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## CONSULTANT'S APPROACH TO THE PROJECT

### PHASE 1 – CLASSIFICATION AND COMPENSATION STUDY

#### **A. POSITION DESCRIPTION QUESTIONNAIRES**

1. We will provide a Position Description Questionnaire (PDQ) to be used in the job analysis and evaluation of positions.
2. The Position Description Questionnaire will be submitted to and completed by all eight employees included in the study.
3. The PDQ will request employees to explain their position, duties, responsibilities and related job data.
4. Questionnaires will also be completed for all proposed and/or vacant positions.
5. The employee-originated Position Description Questionnaires will be routed to the supervisor of the employee for comments relating to the assigned job content of the position.
6. Management and supervisory staff will be asked to make comments concerning the duties of the position without discussing the abilities of the incumbent.

#### **B. POSITION EVALUATIONS**

1. Job evaluation will:
  - a. Determine the relationship and comparable worth of each position to others in the organizational structure.
  - b. Analyze the features of each position which distinguishes the levels of difficulty and responsibility between it and other positions in the study.

2. The Consultant will develop the structure for the Classification Plan based on results of the job analysis and evaluation.
3. The tentative allocation lists and job rankings will then be reviewed with management staff. If further study of certain jobs or survey data is requested at this time, the Consultant will accomplish this task within the scope of the study.

**C. PREPARATION OF JOB DESCRIPTIONS**

All job descriptions affected by the classification review shall be updated. The format will be designed with the staff during the study.

**D. REVIEW OF EXEMPT VS. NON-EXEMPT CLASSIFICATIONS**

The consultants will analyze each job using the short and long test in the Fair Labor Standards Act to determine which jobs are exempt or non-exempt from overtime compensation. The results will be included in the over all recommended pay plan.

**E. SALARY SURVEY/MARKET PRICING**

The objective of this survey will be to determine what must be provided in terms of salaries in order to be competitive with other employers recruiting in your labor market.

1. The Consultant will use all positions from the classification plan in the salary survey.
2. In cooperation with the staff the relevant labor market to be surveyed will be identified. Some positions may be recruited in the local operating area and will be surveyed in the region. Jobs which are recruited on a statewide or regional basis will be identified and data collected from the appropriate employers.

**F. DEVELOPMENT OF PAY GRADES AND SALARY STRUCTURE**

Based on the job evaluation and analysis of the salary survey data, we will design a salary structure for all jobs. This step will transform the data from the salary survey into specific salary ranges that progress in a regular manner across all levels.

**G. PREPARATION OF REPORT**

We will prepare a report and present the findings to the Board.

**H. IMPLEMENTATION AND FOLLOW-UP ASSISTANCE**

We will develop a complete implementation plan covering various workable alternative and cost features.

## PHASE 2 – PERFORMANCE APPRAISAL DESIGN

We will analyze and recommend the necessary skills and tools needed for successful performance management. To accomplish this the Consultant will evaluate and propose a performance based evaluation and appraisal system based on objective goals and measurable performance standards. This system will include:

- (1) Developing measurable performance standards and goals;
- (2) Employee participation;
- (3) Types and levels of performance requirements;
- (4) Quantity and timeline standards;
- (5) Manner of performance;
- (6) Written standards;
- (7) Definition of performance levels;
- (8) Guidelines for performance counseling and administration, including a performance manual describing all of the above.

## II

### **TENTATIVE TIME SCHEDULE AND COST OF THE STUDY**

#### PHASE 1.

- A. The Classification and Compensation Study will be completed no later than September 6, 2011.
- B. The cost of the Classification and Compensation Study (Phase 1) will not exceed \$3,500.00.

#### PHASE 2.

- A. The Performance Appraisal System will be completed within 30 days from the completion of the Classification and Compensation Study.
- B. The cost of the Performance Evaluation System Design (Phase 2) will not exceed \$2,500.00.

## **ITEM NUMBER 5**

### **Discussion RE: TPO Draft FY 12 Operating Budget**

#### **DISCUSSION:**

A draft operating budget has been prepared covering the period of October 1, 2011 through September 30, 2012. The \$1,343,491 budget reflects the programming of the Space Coast TPO's grants from the Federal Highway Administration, Federal Transit Administration, Service Agreements with Space Florida and the Board of County Commissioners and other grants.

The initial FY 12 draft operating budget was presented to the Board in April, 2011. Significant changes incorporated into the current draft include fringe benefits for health and retirement, and the addition of the US 192 Feasibility Study.

A budget analysis is included that provides a summary explanation of various revenues and expenditures. From the federal planning grant, there remains \$78,855 in surplus, non-budgeted funding available to the TPO. The analysis also includes a graphic depicting the TPO's available federal planning grant revenues over the next few years and the continued growth in carry-forward and allocated funding. The surplus funds may be used for either special projects or new expenditures that may arise out of programs identified in the TPOs Strategic Plan.

The final budget will be presented to the full TPO board for approval on September 8, 2011. Implementation of the FY 12 Operating Budget will occur on October 1, 2011.

#### **REQUESTED ACTION:**

As desired by the Space Coast TPO Executive Committee.

#### **ATTACHMENTS:**

- Resolution 12-05, Adoption of Space Coast TPO FY 12 Operating Budget
- FY 12 Operating Budget Analysis



## RESOLUTION 12-05

**RESOLUTION** adopting the Fiscal Year 2012 Space Coast Transportation Planning Organization's operating budget.

**WHEREAS**, the Space Coast Transportation Planning Organization is the designated and constituted body responsible for the urban transportation planning and programming process for the Palm Bay-Melbourne and Titusville Urban Area; and

**WHEREAS**, this urban transportation planning process includes the development of an annual operating budget for the time period of October 1<sup>st</sup> through September 30<sup>th</sup>, that provides for the daily operations and administrative support of the Space Coast TPO; and

**WHEREAS**, a \$1,343,491 revenue and expenditure budget was developed, as displayed in Attachment "A" for Fiscal Year 2012, the period of October 1, 2011 through September 30, 2012; and

**WHEREAS**, the programmed funds will be used to implement the work activities identified in the Fiscal Year 2011/2012 Unified Planning Work Program.

**NOW, THEREFORE BE IT RESOLVED** by the Space Coast Transportation Planning Organization that an operating budget is adopted for Fiscal Year 2012.

**DONE, ORDERED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2011.**

SPACE COAST TRANSPORTATION  
PLANNING ORGANIZATION

---

LARRY SCHULTZ, CHAIRMAN

ATTEST:

---

STEPHANY ELEY, SECRETARY



**ATTACHMENT A**  
**Space Coast Transportation Planning Organization**  
**Draft FY 2012 Operating Budget**  
*October 1, 2011 to September 30, 2012*

	Actual FY 09/10	Current Adopted Budget FY 10/11	Proposed Budget FY 11/12	% Inc/(Dec)
<b>Revenues</b>				
Federal Funds	\$895,894	\$966,778	\$933,157	-3.48%
State Funds	\$19,207	\$19,318	\$19,785	2.42%
Local Funds	\$24,988	\$25,318	\$25,785	1.84%
<b>Service Contracts</b>				
<i>Brevard County</i>	\$40,793	\$40,682	\$40,215	-1.15%
<i>Space Florida</i>		\$22,500	\$30,000	33.33%
<b>Other Grants</b>				
<i>Safe Routes to School</i>	\$57,224	\$23,000		-100.00%
<i>SR 524 Feasibility Study</i>	\$40,108			
<i>FL Bike Safety Mini Grant</i>		\$2,000		-100.00%
<i>US 192 Feasibility Study</i>			\$250,000	100.00%
<i>Crash Data System</i>		\$87,462	\$44,549	-49.06%
<b>REVENUES</b>	<b>\$1,078,214</b>	<b>\$1,187,058</b>	<b>\$1,343,491</b>	<b>13.18%</b>
<b>Expenditures</b>				
Compensation & Benefits	\$479,020	\$515,425	\$541,455	5.05%
Professional/Contracted Services	\$465,526	\$438,030	\$588,775	34.41%
General Liability/Insurance	\$6,079	\$12,061	\$12,795	6.09%
Information/Communications	\$19,375	\$20,482	\$24,570	19.96%
Indirect*	\$24,223	\$25,992	\$22,040	-15.20%
Rent	\$18,236	\$14,809	\$12,849	-13.24%
Travel	\$4,073	\$11,350	\$28,680	152.69%
Postage	\$1,990	\$4,500	\$1,800	-60.00%
Repair and Maintenance Services	\$9,366	\$25,079	\$12,420	-50.48%
Printing & Copying	\$15,691	\$28,780	\$12,929	-55.08%
Legal Advertising	\$7,695	\$12,000	\$12,000	0.00%
Office Supplies	\$6,133	\$17,250	\$11,858	-31.26%
Books/Publications/Memberships	\$1,300	\$1,300	\$1,320	1.54%
Contingency	\$19,507	\$60,000	\$60,000	0.00%
<b>EXPENDITURES</b>	<b>\$1,078,214</b>	<b>\$1,187,058</b>	<b>\$1,343,491</b>	<b>13.18%</b>
<b>BALANCE</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>\$0</b>	

\* Indirect Charges are calculated by Brevard County for services provided to the Space Coast TPO through Interlocal Agreement. Services include finance, human resources, risk management, budget, and purchasing.

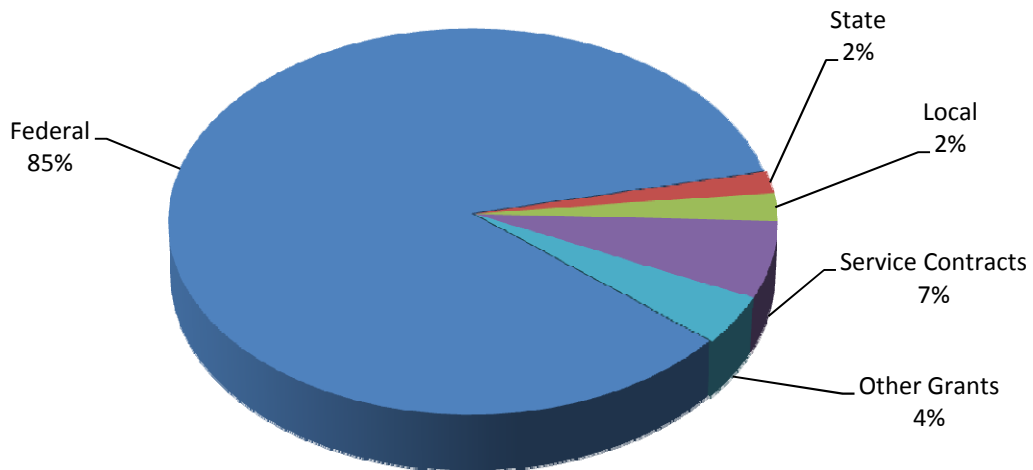
<b>Budgeted Staff Positions, including Director</b>				
<i>Full Time Equivalents</i>	6.0	8.0	8.0	0.00%
<i>Part-Time Equivalents</i>	1.0			0.00%
<b>Total</b>	<b>7.0</b>	<b>8.0</b>	<b>8.0</b>	



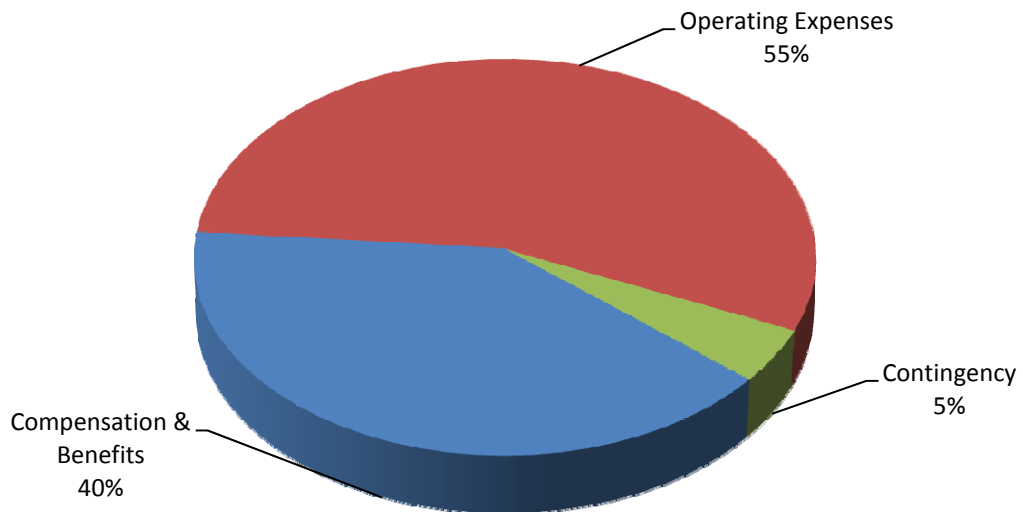
# Space Coast Transportation Planning Organization Draft FY 2012 Operating Budget

October 1, 2011 to September 30, 2012

## Operating Revenues (Sources) Total Budget \$1,343,491



## Operating Expenditures (Uses) Total Budget \$1,343,491



**SPACE COAST TRANSPORTATION PLANNING ORGANIZATION**  
**FY 12 BUDGET - Advance Travel Request**  
**October 1, 2011 - September 30, 2012**

DESCRIPTION/JUSTIFICATION	POSITION	DESTINATION	FUNDING SOURCE	FUND	FUND CENTER	PER DIEM \$	TRANS \$	REGIS \$	TOTAL COST
Legislative Monitoring (7)	Multi-Modal Program Coordinator	Tallahassee, FL	Space Florida	7999	400107	\$3,300	\$300	\$0	\$3,600
Legislative Monitoring*	Multi-Modal Program Coordinator	Tallahassee, FL	Planning Grant	7999	400101	\$3,000	\$400	\$0	\$3,400
Rails to Trails Conference	Multi-Modal Program Coordinator	TBA	Planning Grant	7999	400101	\$560	\$500	\$500	\$1,560
AMPO Conference	Executive Director	Dallas, TX	Planning Grant	7999	400101	\$1,070	\$450	\$400	\$1,920
MPOAC Quarterly Meetings (2)	TPO Representative, Mayor Randals	TBD	Planning Grant	7999	400101	\$300	\$800	\$0	\$1,100
MPOAC Training Institute	TPO Members (4)	TBD	Planning Grant	7999	400101	\$800	\$1,800	\$600	\$3,200
									\$14,780

\*Portions of Legislative Monitoring travel that directly benefits the TPO is split with Space Florida. Total number of trips is estimated at seven.

## **FY 12 Operating Budget Analysis**

### **Revenues**

*Federal Funds* – Slight decrease reflects \$78,855 in available planning grant funds not included in budget. (See Chart 1 of growth trend of available Federal Planning Grant revenue.)

State Funds - Increased by 2.42% reflecting minor increase in Federal Transit Administration grant funds.

Service Contracts – Space Florida funding increased by 33.33% to reflect a full year of funding. Previous year funding was only for nine months of planning services.

Other Grants – Safe Routes to School grant was completed in June 2011. The US 192 Feasibility Study will be conducted in FY 12 by the TPO through the Florida Department of Transportation's Local Agency Program. Budget in FY 12 for the Crash Data System reflects the anticipated unspent funds from FY 11 for the web based crash data location system.

### **Expenditures**

Compensation & Benefits – Increase of 5.05% reflects increase in health insurance and full year of funding for technology consulting services moved to an in-house position in FY 11.

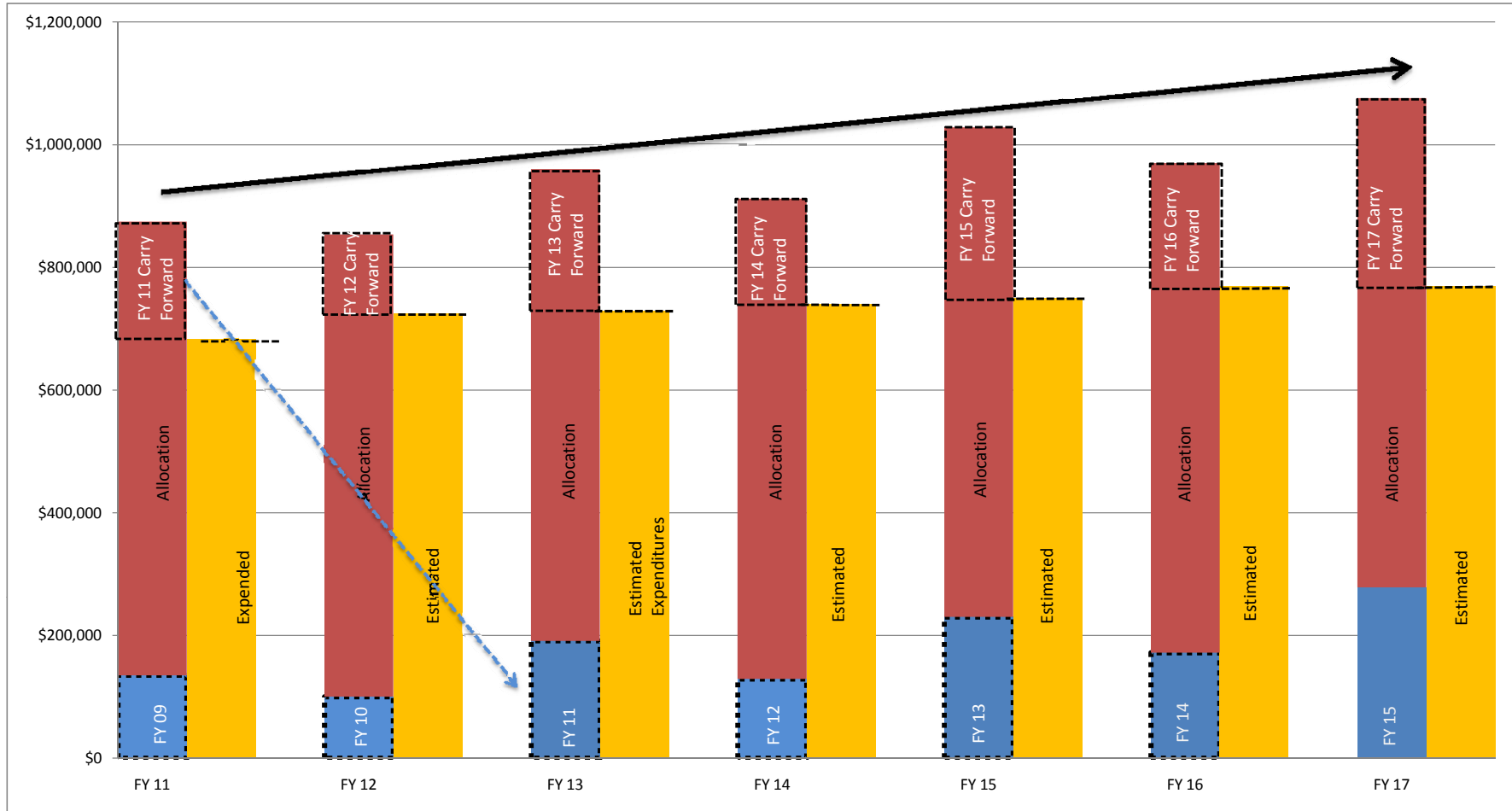
Professional/Contracted Services – Increase is reflection of budgeting US 192 Feasibility Study. Projects to be conducted in FY 12 include Traffic Count Data Collection, 2011 State of the System, Bike/Ped/Trails Master Plan Update, Regional Freight Study, Crash Data Location System and support for MPOAC and MPO Alliance.

Indirect and Rent charges decreased by 15.20% and 13.24% respectively, reflecting reduced costs for these services.

Travel budget includes \$14,780 in overnight trips in support of Space Florida, TPO member trainings, TPO member representation on MPOAC and two TPO staff trips. Travel expenses have also significantly increased to reflect day trip expenses incurred by TPO staff attending various meetings and functions to improve coordination among various agencies and maintaining the bicycle/pedestrian education program.

Postage, Printing and Copying budget decrease reflects savings from electronically transmitting agenda packages and increasing availability of documents and publications on-line.

**Chart 1: Growth Trend of Available Federal Planning Grant Revenue**



**Notes:**

- PL Allocation continues to increase over time
- As TPO continues to expand services and use alternative revenue sources such as Space Florida, US 192 Feasibility Study, the Carry Forward amount increases.
- Some Carry-Forward needs to be reserved for 2040 Long Range Transportation Plan that will be developed in FY 13-FY 16.
- Federal Transit Administration grants have also increased over time.