



**Franklin Transit Authority
Regular Meeting Agenda ♦ Thursday, July 30, 2014**

1. Call to Order
2. Roll Call/Confirm Quorum
3. Public Comments

This portion of the agenda is for members of the public to directly address the FTA on any items not on the agenda and within the jurisdiction of the Authority. Comments are limited to three minutes per speaker. The Authority will hear all communication but will not take any action on items that are not on the Agenda.

CONSENT CALENDAR

4. Minutes of June 19, 2014 Regular Meeting Minutes (ITEM #4)

OLD BUSINESS

5. Year-to-Date Financial Statement and Summary (ITEM #5)
6. Transit Report (ITEM #6)

NEW BUSINESS

7. Acknowledgement of Contract for Cool Springs Area MultiModal Transportation Network Study with TranSystems (BAI 7-30-14)
8. Routes and Service – Next Steps Presentation/Discussion

OTHER BUSINESS

9. Executive Director's Report
10. Adjourn

**FRANKLIN TRANSIT AUTHORITY
MINUTES OF BOARD MEETING
Thursday, June 19, 2014 – 3:30 pm**

The Franklin Transit Authority met on Thursday, June 19, 2014 at 3:30 pm
708 Columbia Ave. Franklin, TN

Members present

Preston Elliott, Chairman
Pearl Bransford
Nancy Fletcher-Blume
Bob Horner
Hays Waldrop
Dale Thomas

Others Present

Debbie Henry, The TMA Group
Kelly Bair, The TMA Group
Laing McCullough, The TMA Group
Diane Thorne, The TMA Group
Stanton Higgs, The TMA Group
Kristin Corn, City of Franklin

1. Call to Order

Chairman Preston Elliott called the meeting to order.

2. Roll Call/Confirm Quorum

Chairman Preston Elliott confirmed that there was a quorum.

Chairman Preston Elliott recognized Kelsey Dixon on 10 years of service with the Franklin Transit Authority.

3. Public Comments

This portion of the agenda is for members of the public to directly address the FTA on any items not on the agenda and within the jurisdiction of the Authority. Comments are limited to three minutes per speaker. The Authority will hear all communication but will not take any action on items that are not on the Agenda.

CONSENT CALENDAR

4. Minutes of May 15, 2014 Regular Meeting Minutes (ITEM #4)
Chairman Preston Elliott called to approve the minutes of the May 15, 2014 regular meeting; Mr. Dale Thomas motioned, Mr. Hays Waldrop seconded the motion. Motion carried unanimously.

OLD BUSINESS

5. Year-to-Date Financial Statement and Summary (ITEM #5)

Ms. Henry presented the year to date April 30, 2014 financial statements to the Authority, noting that revenues are tracking well, and to end the year on budget. In addition, grant monies have been billed, but not received yet, which will bring revenues up. Chairman Preston Elliott called for acceptance of the financial report. *Ms. Nancy Fletcher-Blume motioned, Mr. Dale Thomas seconded the motion. Motion carried unanimously.*

6. Transit Report (ITEM #6)

Ms. Henry reported the ridership. Fare Box Revenues continues to rise with ridership, and Transit has experienced a significant increase in ridership April 13 over April 14. April was the highest ridership month to date. Chairman Preston Elliott called for acceptance of the transit report. *Ms. Nancy Fletcher-Blume motioned, Mr. Dale Thomas seconded the motion. Motion carried unanimously.*

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NEW BUSINESS

7. Award of Franklin Transit Authority Contract

(BAI 06-19-14-7)

Chairman Preston Elliott presented the contract for services between the Franklin Transit Authority and The TMA Group. This contract is for 5 years, and is consistent with previous contract for services. Chairman Preston Elliott called for acceptance of the contract. *Mr. Dale Thomas motioned, Mr. Bob Horner seconded the motion. Motion carried unanimously.*

OTHER BUSINESS

8. Executive Director's Report

Ms. Henry informed the Authority of the annual Dump the Pump Day in which Franklin Transit offers free fixed route rides to encourage use of Public Transit. In addition, a letter from Nancy Williams was ready formally offering her resignation from the Authority. New dates for the TPTA Franklin visit were announced, July 30-August 1. The final reading of the COF Budget, which includes Franklin Transit's budget, will be held on June 24.

9. Adjourn

Preston Elliott, Chairman

The TMA Group
Statement of Activities
Grant 20, Franklin Transit Service
For the Eleven Months Ending May 31, 2014

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
Revenues					
Revenue - Fares Fixed Route	\$ 4,635.94	\$ 5,416.67	\$ 71,905.59	\$ 59,583.37	65,000.00
Revenue - Transit Fares; HT	0.00	0.00	13,597.02	13,000.00	13,000.00
Revenue - Contracts	0.00	833.33	8,490.00	9,166.63	10,000.00
Revenue - Building & EquipRent	800.00	808.33	8,800.00	8,891.63	9,700.00
Revenue - Transit-Interest	1,027.95	700.00	10,781.35	7,700.00	8,400.00
Revenue - Sale of Surpls Asset	0.00	625.00	0.00	6,875.00	7,500.00
Revenue Grant - Transit COF	108,647.94	41,616.67	637,202.22	457,783.37	499,400.00
Revenue - Operating Assistance	0.00	0.00	249,649.00	214,000.00	214,000.00
Capital Expend - STATE 5307	0.00	987.04	0.00	10,857.44	11,844.45
Revenue Grant - STATE 5307	0.00	0.00	4,310.75	0.00	48,125.00
Revenue Grant - STATE 5309	0.00	370.42	4,526.44	4,074.62	4,445.00
Capital Expend - FEDERAL 5307	0.00	7,896.30	44,333.00	86,859.30	94,755.55
Revenue Grant - FEDERAL 5307	0.00	11,402.08	64,478.00	125,422.88	521,825.00
Revenue Grant - FEDERAL 5309	2,684.00	2,962.92	39,387.00	32,592.12	35,555.00
Total Revenues	117,795.83	73,618.76	1,157,460.37	1,036,806.36	1,543,550.00
Direct Cost of Program					
Salaries	57,132.74	39,310.58	467,439.68	434,647.12	473,650.00
Employer Taxes and Benefits	24,532.69	16,410.03	210,266.00	180,892.43	197,302.47
Professional Services	3,319.00	0.00	5,182.50	0.00	0.00
Transit Bldg/Oper. Maintenance	1,492.39	541.67	5,227.84	5,958.37	6,500.00
Transit Maintenance-Fixed Route	3,314.07	3,333.33	35,820.35	36,666.63	40,000.00
Transit Maintenance-TODD	4,382.79	3,333.33	30,777.83	36,666.63	40,000.00
Transit Maintenance-CONTRACT	0.00	833.33	4,639.12	9,166.63	10,000.00
Transit Center Cleaning	422.00	333.33	4,398.00	3,666.63	4,000.00
Education/Community Outreach	0.00	833.33	173.13	9,166.63	10,000.00
Promotional Products	0.00	416.67	1,338.72	4,583.37	5,000.00
Print Advertising	2,609.50	850.00	10,568.35	9,350.00	10,200.00
Radio Advertising/Web	350.00	750.00	5,112.32	8,250.00	9,000.00
TV Advertising/PR	0.00	200.00	0.00	2,200.00	2,400.00
Printed Brochures & Pieces	0.00	583.33	5,805.46	6,416.63	7,000.00
Legal Fees	0.00	208.33	0.00	2,291.63	2,500.00
Planning/Transit	1,646.10	5,333.33	4,683.90	58,666.63	64,000.00
Transit-DAM Compliance	191.50	291.67	2,731.34	3,208.37	3,500.00
Transit Fuel - Fixed Route	5,791.14	5,833.33	57,833.42	64,166.63	70,000.00
Transit Fuel - TODD	5,324.11	5,833.33	52,568.61	64,166.63	70,000.00
Transit Fuel - Contract	0.00	0.00	680.00	0.00	0.00
Supplies - Transit	673.83	541.67	7,014.84	5,958.37	6,500.00
Supplies - Special Events	0.00	0.00	76.51	0.00	0.00
Transit Maint. Fac - Utilities	858.26	1,250.00	15,002.15	13,750.00	15,000.00
Radio Communications	536.34	833.33	4,842.47	9,166.63	10,000.00
Trolley Insurance-Fixed Route	2,740.31	4,166.67	44,129.86	45,833.37	50,000.00
Trolley Insurance-TODD	2,219.85	1,416.67	17,758.80	15,583.37	17,000.00
Transit General Liability	350.75	333.33	3,675.23	3,666.63	4,000.00
Payouts for Insured Liab Damag	0.00	0.00	4,959.40	0.00	0.00
Recov. for Liab. & Dmge Settle	(1,000.00)	0.00	(2,033.13)	0.00	0.00
Errors & Omissions Liability	533.00	500.00	5,869.36	5,500.00	6,000.00
Dues, Subs, Tuition	0.00	720.83	6,116.16	7,929.13	8,650.00
Meetings	0.00	83.33	229.40	916.63	1,000.00
Postage	0.00	62.50	385.29	687.50	750.00
Travel & Training	453.95	583.33	3,100.68	6,416.63	7,000.00
Trolley Cleaning Supplies - FX	0.00	83.33	660.00	916.63	1,000.00
Equipment - Transit	0.00	10,416.67	10,215.17	114,583.37	125,000.00
Transit Maint. Facility-Rent	3,354.67	3,375.00	36,901.37	37,125.00	40,500.00
Depreciation - Transit Off Equ	29.15	0.00	145.75	0.00	0.00
Total Direct Cost of Program	121,258.14	109,595.58	1,064,295.88	1,208,164.22	1,317,452.47
Indirect Expenditures	58,701.67	18,841.46	339,840.72	207,256.06	226,097.53
Net Difference	(\$ 62,163.98)	(\$ 54,818.28)	(\$ 246,676.23)	378,613.92)	0.00

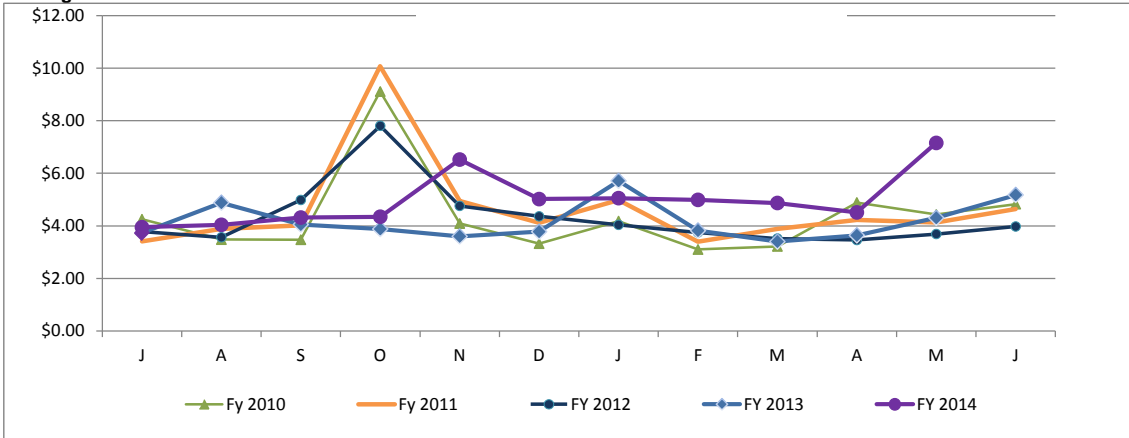
Ridership

Ridership by Route for May 2014

Eastbound	Westbound	Southbound	TODD	OTHER	TOTAL	Sr./Dis
1514	1371	1161	2159	0	6,205	1,985

Total service hours for the month: 1940 Total vehicle miles for the month: 25,145 Operating cost for the month: \$179,960

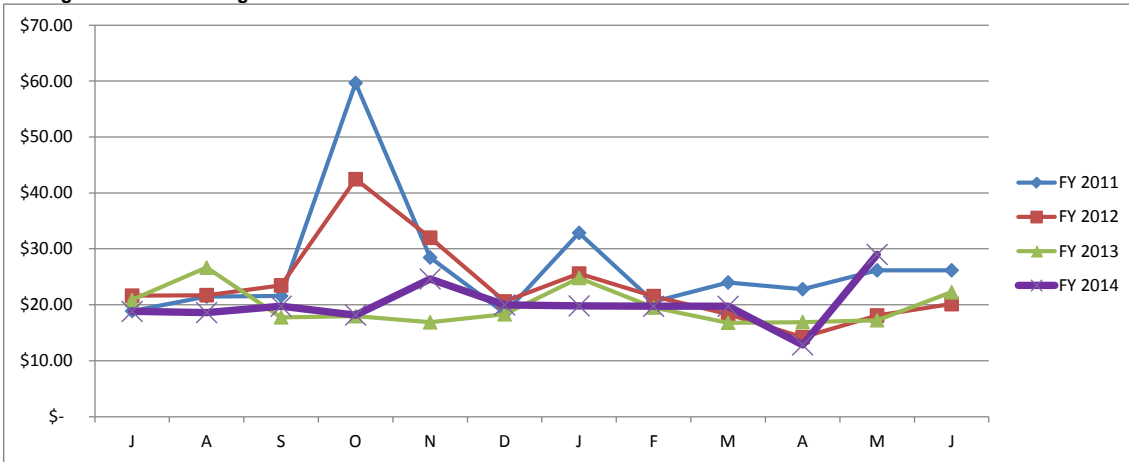
Average Cost Per Mile



FY Averages

FY 2014	\$ 4.98
FY 2013	\$ 4.17
FY 2012	\$ 4.31
FY 2011	\$ 4.64
FY 2010	\$ 4.37

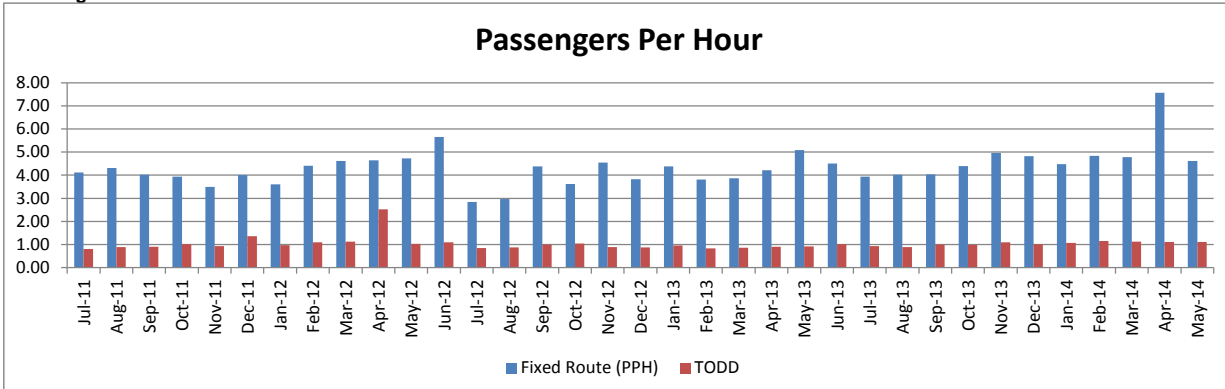
Average Cost Per Passenger



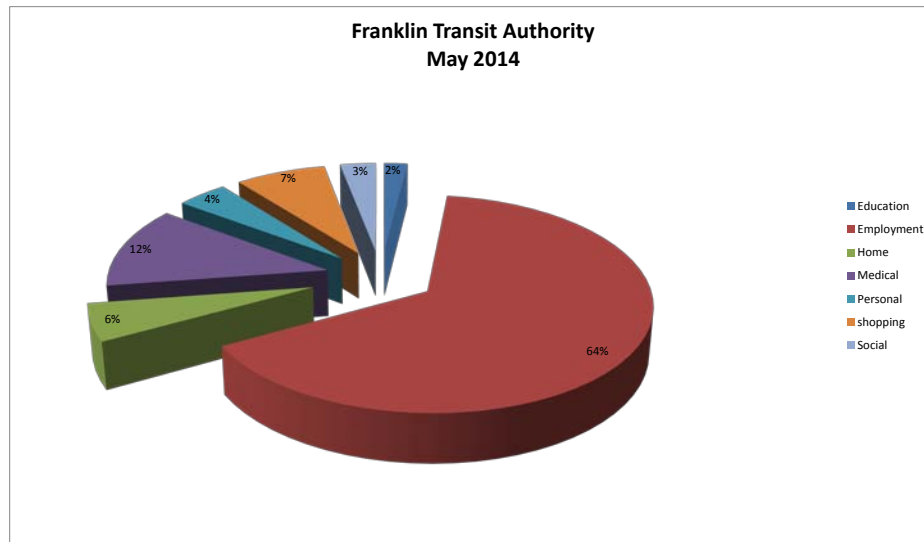
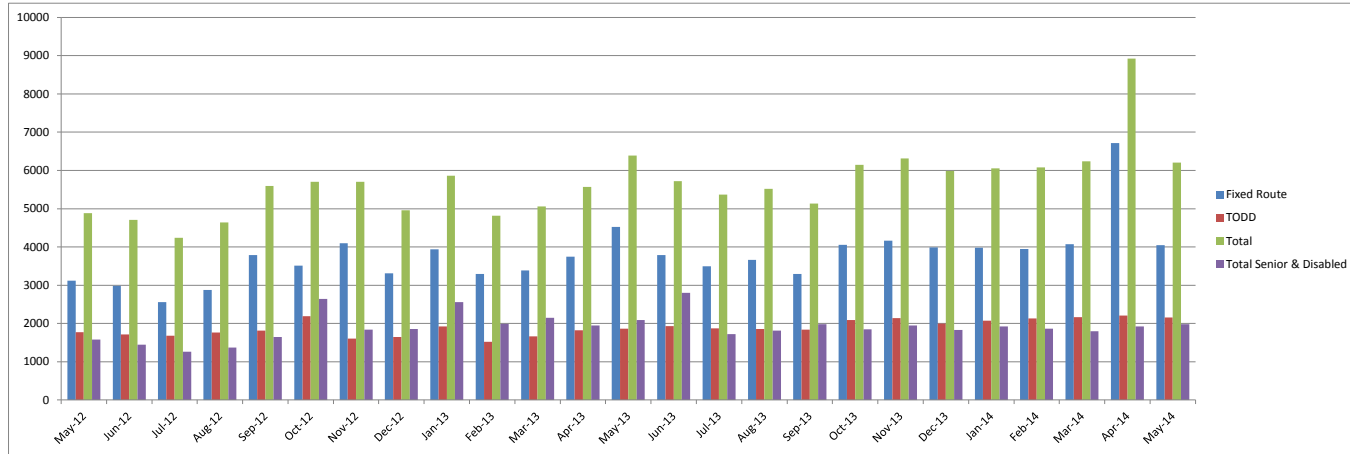
FY Averages

FY 2014	\$ 20.09
FY 2013	\$ 19.67
FY 2012	\$ 23.31
FY 2011	\$ 26.76

Passengers Per Hour



	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14
Fixed Route	3118	2989	2555	2879	3786	3511	4098	3308	3940	3298	3389	3747	4524	3789	3496	3664	3293	4056	4168	3989	3981	3948	4075	6716	4046
TODD	1768	1717	1682	1762	1811	2194	1608	1649	1919	1520	1667	1823	1862	1930	1869	1857	1842	2087	2144	2001	2074	2131	2161	2205	2159
Total	4886	4706	4237	4641	5597	5705	5706	4957	5859	4818	5056	5570	6386	5719	5365	5521	5135	6143	6312	5990	6055	6079	6236	8921	6205
Total Senior &	1582	1449	1258	1372	1648	2643	1837	1855	2562	1991	2149	1944	2092	2804	1722	1812	1979	1850	1948	1829	1926	1866	1800	1921	1985



FRANKLIN TRANSIT AUTHORITY

BOARD ACTION ITEM

Item Number: BAI 7-30-14

Date: July 30, 2014

Item Title: Acknowledgement of Contract for Cool Springs Area MultiModal Transportation Network Study with TranSystems

BACKGROUND

On October 3, 2013, The TMA Group issued a Request for Proposals (RFP) for a Cool Springs Area MultiModal Transportation Network Study for the Cool Springs Area, on behalf of the Franklin Transit Authority, Contract No. 2013-10. Proposals deadline was November 8, 2013.

Submitted proposals were reviewed by a Selection Team comprised of TMA Board members, Franklin Transit Authority members, and other stakeholders.

Based upon compliance of criteria specified in the RFP and established expertise, the contract is to be awarded to TranSystems.

The contract has a term of six months from complete execution of contract.

The contract is in the amount of: \$56,721.00

RECOMMENDATION

Staff recommends that the Franklin Transit Authority acknowledge the attached Contract No. 2013-10 with TranSystems for the Cool Springs Area MultiModal Transportation Network Study.

Approved _____
Board Officer

Date

ARCHITECTURAL AND ENGINEERING AGREEMENT

This Architectural and Engineering Agreement is hereby made and entered into as of August 1, 2014 in Franklin, Tennessee, by and between The Transportation Management Association Group ("TMA") with an address of 708 Columbia Avenue, Franklin, Tennessee 37064 and TranSystems ("Contractor"), a Missouri Corporation with an address of 222 South Riverside Plaza, Suite 610, Chicago, Illinois 60606.

BACKGROUND

A. TMA supports a regional transportation system that provides a variety of accessible, affordable, reliable, and interconnected transportation choices for members of the community. TMA issued RFP #2013-10 Multimodal Transportation Network Study ("RFP #2013-10").

B. Contractor is in the business of providing a full range of architectural, engineering, and planning services that satisfy the criteria set forth in RFP #2013-10. Contractor provided a proposal in response to RFP #2013-10.

C. TMA is willing to engage Contractor to provide the services described in **Exhibit A** (collectively, the "Services"), but only under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. STATEMENT OF SERVICES

Contractor shall provide TMA with the Services and deliverables described on **Exhibit A**, which is attached to and made a part of this Agreement within the timeframes set forth in **Exhibit A** and elsewhere in this Agreement. In performing the Services, Contractor shall satisfy and meet the requirements set forth in the provisions, specifications, and instructions to proposer set forth in RFP#2013-10, including Response to Questions dated October 30, 2013, a copy of which is attached to and made a part of this Agreement as **Exhibit C**.

2. PRICING; PAYMENT

a. Pricing. Not to exceed \$55,267 based on deliverables as outlined in **Exhibit A**.

b. Expenses. Unless otherwise set forth expressly in this Agreement, Contractor shall be solely and wholly responsible for acquiring the equipment, tools, and other goods necessary to perform the Services to TMA. TMA shall reimburse Contractor only for actual, reasonable, out of town travel expenses already incurred by Contractor's Personnel for travel that both parties agreed in advance was required to perform its obligations under this Agreement, that TMA has pre-approved in writing, and that fit within the State of Tennessee's travel policy guidelines. The maximum amount will be applied as of the date(s) of travel.

c. Taxes. Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to TMA. Contractor is solely responsible for collecting and remitting local, sales, goods, services, or similar taxes or duties. TMA shall not be liable for any federal, state, local, or other taxes on Contractor's income, unemployment compensation coverage, or FICA taxes based on Contractor's earnings, or for any other taxes imposed on Contractor.

d. Payment. All fees, expenses, and other charges shall be in U.S. Dollars and exclude any applicable value added, sales, and withholding taxes. TMA's payment for undisputed amounts due to Contractor shall be due within forty-five (45) days of TMA's receipt of a correct, complete invoice in a form acceptable to TMA for Services performed and deliverables. Contractor shall enclose with each invoice documentation sufficient to support the amounts set forth on the invoice.

3. DELIVERY

See **Exhibit A** for Timeline and Deliverables Schedule.

4. TERM

The term of this Agreement will become effective as of the Effective Date once it is fully executed and delivered to each party and shall remain in effect for six (6) months unless terminated earlier in accordance with *Section 8*.

5. BUSINESS PRACTICES; REGISTRATIONS

a. Contractor must be and remain a financially responsible Contractor as required by federal regulations, and must not misuse any of the compensation received from TMA. TMA may suspend payment and/or terminate this Agreement if Contractor or any of its subcontractors engage in unethical or irresponsible business practices.

b. Contractor, and any of its subcontractors must maintain up-to-date Central Contractor Registration (CCR), DUNS number, and registrations.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to TMA as follows:

a. Contractor is a Corporation duly organized, validly existing and in good standing under the laws of State of Missouri, and has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, the instruments attached hereto, and any other agreements and instruments contemplated by this Agreement. Contractor has all requisite corporate power and authority to own its properties, inventory, equipment and assets, and to conduct its business as now conducted. Contractor is qualified to do business in all jurisdictions where it is required to do so and has all necessary permits and authorizations required to carry out Contractor's business.

b. The execution and delivery of this Agreement, the instruments attached hereto, and the other agreements and instruments contemplated by this Agreement have been duly authorized by all necessary actions of Contractor and by anyone else whose approval or authorization is required. Upon execution and delivery, this Agreement, the instruments attached hereto, and the other agreements and instruments contemplated by this Agreement will be legal, valid and binding obligations of Contractor, enforceable against it in accordance with its respective terms.

c. The execution and delivery of this Agreement do not, and the execution and delivery of the instruments attached hereto and other agreements and instruments contemplated by this Agreement will not, and the consummation of the transactions contemplated hereby and thereby will not: (i) violate any provisions of any of Contractor's charter, bylaws or other organizational documents; (ii) violate any provision of law or any order, judgment or decree of any court or other governmental or regulatory authority applicable to Contractor; (iii) violate or result in a breach of, an acceleration under, or constitute (with due notice or lapse of time or both) a default under, any contract, lease, loan agreement, mortgage, security agreement, or other agreement or instrument to which Contractor is a party or by which it is bound or to which any of Contractor's properties, inventory, or assets is subject, which would prevent Contractor from transferring any of the goods/services in the manner and as contemplated by and in accordance with the terms and provisions of this Agreement; or (iv) result in the imposition of any liens or restrictions on Contractor's Business or any properties and inventory (including Goods/services) thereof.

d. There is no litigation pending or threatened against or relating to Contractor which could materially or adversely affect the Services and deliverables that form the subject of this Agreement.

e. There is not now and will not be at the delivery of the Services and deliverables to TMA any damage, destruction or loss not covered by Contractor's insurance which could materially or adversely affect the Services or deliverables; it being expressly agreed that the risk of loss of the foregoing shall remain with Contractor until after delivery and final inspection is made by TMA.

f. Contractor shall have and convey at delivery good and marketable title to all of the goods and other deliverables that TMA purchases from Contractor under this Agreement free and clear of all liens, pledges, security interests and encumbrances.

g. Contractor shall deliver the Services and deliverables provided to TMA under this Agreement free of defects.

h. Contractor shall provide the Services and deliverables using Personnel who are competent and will provide Services of professional quality and skill.

i. Contractor shall comply with all statutes, regulations, rules, ordinances, court orders and other laws in the course of performing the Services for TMA and otherwise performing Contractor's obligations under this Agreement, including without limitation those identified on **Exhibit B** to this Agreement and those identified in RFP #2013-10;

j. Contractor shall give any notices required prior to the transfer of the deliverables and Services to TMA;

k. The deliverables and Services Contractor provides to TMA under this Agreement do not and shall not infringe the copyrights, patents, trade secrets, trademark, and other intellectual property or other proprietary or contractual right of any third party;

l. TMA's use of the Services and deliverables (and TMA's granting permission to others to use them, unless expressly prohibited under this Agreement) Contractor provides to TMA under the Agreement does not and shall not infringe the copyrights, patents, trade secrets, trademark, and other intellectual property or other proprietary or contractual right of any third party;

m. Any software deliverable that Contractor develops for TMA to own shall be free of any third party software programs, including any open source software programs;

n. The Services and other deliverables that Contractor creates or develops for TMA to own shall be developed independently by Contractor without participation by any third parties and without reference to the works of any third parties;

o. Contractor has full right, title, and interest in and to the copyrights, patents, trade secrets, trademarks, and other intellectual property rights arising out of the Services and other deliverables Contractor is selling, conveying, delivering, licensing, or otherwise providing to TMA and has full authority to transfer such rights to TMA if TMA purchases them in this Agreement;

p. Contractor has the right to assign, transfer, and convey the deliverables that it is selling to TMA under this Agreement;

q. The Services and deliverables that Contractor develops to sell or license to TMA (whether delivered on tangible media to TMA or delivered as a service over the Internet or otherwise) shall conform to its Documentation and to all the criteria set forth on **Exhibit A**, attached to and made a part of this Agreement;

r. The Services and deliverables Contractor provides to TMA, whether pursuant to a license, transferred via sale, or otherwise shall conform to the specifications provided by TMA and any other specifications or Documentation that apply to them;

s. Contractor shall adhere to the representations, warranties, standards and commitments made in the affidavits, declarations, and certifications attached to this Agreement as collective **Exhibit B**, and Contractor represents and warrants that the statements made in the foregoing are true and shall remain true during the term of this Agreement.

The foregoing representations and warranties of Contractor are made with the knowledge and expectation that TMA is placing complete reliance on such representations and warranties in entering into this Agreement and shall survive the delivery to and acceptance by TMA of the software, Services, goods, and other deliverables.

7. TERMINATION PROVISIONS

a. **Termination for Convenience** TMA may terminate this Agreement, in whole or in part, for any reason or no reason, at any time by written notice to Contractor.

b. **Termination for Breach** Either party may terminate this Agreement if the other fails to cure a breach within thirty (30) days after written notice from the non-breaching party. Termination will be effective upon written notice given after expiration of such thirty (30) day period. Any such termination shall not in any way operate to preclude TMA from also pursuing all other available remedies against Contractor and its sureties for said breach or default.

c. Immediate Termination

(1) TMA may terminate this Agreement immediately upon written notice to Contractor without opportunity to cure if Contractor breaches the Agreement in a manner involving fraud, violations of law, breaches of commonly-recognized business ethics, breaches any of the provisions of the affidavits, declarations, and other commitments attached as part of **Exhibit B**, breaches in a manner that could expose TMA to criminal or civil liability, breaches in a manner that could materially damage TMA's name or reputation or any of its products or services, becomes suspended or debarred under the FTA, or commits a breach that is by its nature incurable.

(2) TMA may terminate this Agreement immediately upon written notice to Contractor if the grant (whether received directly or indirectly by TMA, and whether TMA is the grantee or a contractor for the grantee) or other funding TMA relies on to compensate Contractor under this Agreement terminates, is not renewed, is discontinued, is rescinded, or otherwise becomes unavailable.

(3) TMA may terminate this Agreement immediately upon written notice to Contractor if Contractor a) becomes insolvent, b) is generally not paying its debts as they become due, c) makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case or proceedings under the federal bankruptcy laws or other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property or takes any action to liquidate, dissolve or cease doing business, d) sells or transfers a substantial part of its assets, or undergoes any merger, consolidation or other change, direct or indirect, in the majority of its ownership or control.

d. Effect of Termination

The termination, expiration, or cancellation of this Agreement shall not affect the respective rights and obligations of the parties arising under it before the effective date of termination, and shall not limit the parties' rights and remedies under applicable law or in equity. Termination in accordance with the provisions of this *Section 7* shall not constitute breach of this Agreement.

e. Post-Termination

(1) Within ten (10) days following termination, cancellation, or expiration of this Agreement for any reason, Contractor shall return to TMA (or, at TMA's option, destroy) all Confidential Information, Intellectual Property, TMA Data, and other materials that reflect or embody the foregoing, that were provided to Contractor by TMA, or that are proprietary to TMA in Contractor's possession or control and confirm such return or destruction in writing.

8. MAINTENANCE OF RECORDS

The books, records, papers, and documents of Contractor (including any of its subcontractors), insofar as they relate to Services performed, goods sold, software licensed, deliverables provided, or money received under this Agreement, shall be maintained for a period of seven (7) full years from the later of the date of final payment or termination of this Agreement (or, if litigation or settlement arises from this Agreement, Contractor shall maintain them until seven (7) years from the date such litigation, appeals, claims, or exceptions have been finally disposed of and resolved) and will be subject to audit, at any reasonable time and upon reasonable notice by TMA, Franklin Transit Authority, the Federal Transit Administration, Federal Highway Administration, or the U.S. Department of Transportation, the U.S. Comptroller General, or any of their authorized representatives. The records shall be maintained in accordance with generally accepted accounting principles. Contractor shall permit any of the foregoing persons to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If an audit reveals that Contractor failed to comply with the terms and conditions of this Agreement or that Contractor overcharged TMA under the terms of this Agreement, Contractor shall reimburse TMA for the amount of any damage TMA suffered as a result of Contractor's failure to comply and the charges in excess of what should have been charged. If the combined amount of the damage and overage exceeds 2% of the amount TMA should have actually paid Contractor under this Agreement, Contractor shall also reimburse TMA for the cost of the audit.

9. MODIFICATION OF AGREEMENT

This Agreement may be modified only by written amendment executed by all parties hereto. All change orders unilaterally imposed by TMA, where required, shall be executed in conformance with TMA's purchasing policies and procedures and signed by TMA's executive director. Contractor shall comply with the terms of each such change order.

10. NO PARTNERSHIP/JOINT VENTURE

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

11. WAIVER

This Agreement may not be modified or amended except in writing signed by the parties, and none of its provisions may be waived except in writing signed by the party waiving the provision. No waivers shall be implied, whether from any custom or course of dealing or any delay or failure in a party's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by a party shall not obligate such party to grant any further, similar, or other waivers.

12. EMPLOYMENT

Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. INSURANCE

During the term of this Agreement, Contractor shall maintain:

(1) Professional Liability insurance \$1,000,000 per claim/aggregate. A certificate of insurance, in a form satisfactory to TMA, evidencing said coverage shall be provided to TMA prior to commencement of performance of this Contract. Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate

(2) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(3) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Consultant shall add The TMA Group, Franklin Transit Authority, and City of Franklin as additional insured on all policies unless otherwise prohibited.

14. CONTINGENT FEES

Contractor hereby represents that Contractor has not been retained by or retained any persons to solicit or secure a TMA contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under TMA.

15. GRATUITIES AND KICKBACKS

It shall be a breach of ethical standards and this Agreement for any person to offer, give or agree to give any employee or former employee of TMA, or for any employee or former employee of TMA to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a

program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards and this Agreement for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under TMA contracts.

16. INDEMNIFICATION; LIMITATION OF LIABILITY

a. *Indemnification.* Contractor agrees to defend, indemnify and hold TMA, Franklin Transit Authority, City of Franklin, the Federal Transit Administration, the Federal Highway Administration, and the U.S. Department of Transportation and each of their directors, officers, employees, representatives, and agents, and the successors, heirs, and assigns of all of the foregoing (collectively, the "Released Parties"), harmless from and against, any and all claims, causes of action, damages, expenses, taxes, assessments, interest, penalties, judgments, and costs, including reasonable attorney fees, incurred directly or indirectly by the Released Parties arising out of or in any way connected with any of the following (each, an "Indemnified Claim"):

(1) Contractor's breach of any of the representations, warranties, covenants and agreements set forth in this Agreement (including those in **Exhibit B**), the instruments attached hereto, or any instrument or agreement delivered in connection with this Agreement;

(2) Any claim or liability asserted by a third party or any governmental agency against the Released Parties, which arises out of or is in any way connected with Contractor's ownership or use of the Services, software, or goods by Contractor, or with Contractor's business;

(3) The business responsibilities, expenses, costs and liabilities of Contractor, including, but not limited to, all of Contractor's accounts payable and tax obligations;

(4) Any claim that the Services, software, goods, or other deliverables Contractor provides TMA under this Agreement infringe the copyrights, patents, trade secrets, trademarks, service marks or other Intellectual Property rights of any third party;

(5) Any claim that TMA's use of the Services, software, goods, or other deliverables Contractor provides TMA under this Agreement infringes the copyrights, patents, trade secrets, trademarks, service marks or other Intellectual Property rights of any third party;

(6) Any claim that Contractor (directly or through its subcontractor) violated any individual's privacy rights or publicity rights;

(7) a data security breach involving TMA Data or TMA's Confidential Information (including personal information about TMA's customers) in the possession or control of Contractor or its subcontractor, including without limitation indemnification for the costs arising out of or related to sending out breach notifications and for any credit protection services TMA may choose to offer affected individuals;

b. *No Indemnification.* TMA does not make any indemnification to Contractor whatsoever under this Agreement. TMA shall have no liability to Contractor hereunder for special, exemplary, indirect, incidental, punitive, or consequential damages, or for damages for lost profits or anticipated sales, including without limitation compensation or reimbursement on account of investments or commitments made by Contractor, even if TMA has been notified of the likelihood or possibility of such damages.

c. *Procedure.* TMA shall provide Contractor prompt notice in writing of the existence of an Indemnified Claim together with all available information and reasonable cooperation, assistance and authority to enable Contractor to defend TMA against the Indemnified Claim. Contractor shall have the duty to and shall immediately assume the defense of such Indemnified Claim at Contractor's sole expense. TMA reserves the right to participate in the defense of any such action (but such participation does not relieve Contractor of its obligation to assume and pay for the defense). Contractor shall further indemnify and hold harmless TMA against any award of damages and costs made against TMA and/or

against any settlement amount TMA is obligated to pay. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of the Indemnified Claim, but no such settlement or compromise shall be binding upon TMA unless approved by the TMA Board, which approval shall not be unreasonably withheld except that TMA may withhold approval in its sole discretion of any settlement that requires anything in addition to or other than the payment of money.

d. *Additional Rights.* If the goods, Services, software, or other deliverables furnished to TMA under this Agreement are likely to, or do become, the subject of a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award or settlement amount and defend TMA against any Indemnified Claim in accordance with this *Section 17*, Contractor may, at its option and expense: (1) procure for TMA the right to continue using the products or services; or (2) replace or modify the alleged infringing goods, Services, software, or other deliverables with other equally suitable goods, Services, software, or other deliverables that are satisfactory to TMA, so that they become non-infringing. Notwithstanding the foregoing, Contractor may not exercise *Section 17(d)(3)* unless and until Contractor confirms that doing so will not leave TMA without the products or services it needs to serve its clients, and even then Contractor may only exercise *Section 17(d)(3)* in conjunction with either *Section 17(d)(1)* or *Section 17(d)(2)*.

e. *Limitations.* Contractor shall have no obligation to defend or indemnify TMA to the extent an Indemnified Claim arising from third party infringement claims is based upon or arises out of:

1) TMA's use of the goods, software, other deliverables, or Services Contractor provided in combination with apparatus or devices not supplied or approved by Contractor or that Contractor did not anticipate or could not have anticipated would be used with the goods, software, other deliverables, or Services.

2) TMA's use of the goods, software, other deliverables, or Services in a manner for which they were neither designated nor contemplated.

17. REMEDIES

The remedies set forth in the Agreement shall be cumulative, and no one shall be construed as exclusive of any other or of any remedy available at law or in equity, and the failure or delay of any party to exercise any remedy at any time shall not operate as a waiver of the right of such party to exercise any remedy for the same or subsequent default at any time thereafter. At no additional charge to TMA, and in addition to any other remedies TMA may have, Contractor shall repair, replace, or refund TMA's payments for any Services, software, goods, or other deliverables Contractor provides to TMA that are defective. Contractor acknowledges that the provisions of this Agreement are reasonable and necessary to protect TMA's legitimate business interests and that a breach or threatened breach of this Agreement would result in material and irreparable injury to TMA. If Contractor breaches or threatens to breach this Agreement, TMA shall be entitled to specific performance, injunctive relief, or both, in addition to other remedies available to it at law or in equity.

18. NOTICES

All notices, requests, demands or other communications required hereunder shall be in writing and shall be deemed to have been delivered on the same day if hand-delivered, or three (3) business days after it is mailed, if mailed by certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below (or such other address specified in the manner set forth in this *Section 19*):

If to TMA:

Ms. Debbie Henry
The TMA Group
708 Columbia Avenue
Franklin TN 37064

If to Contractor:

Attn: Lynn Otte
TranSystems
222 South Riverside Plaza, Suite 610
Chicago IL 60606

19. MISCELLANEOUS

a. *Governing Law; Venue.* This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the State of Tennessee (without regard to its conflicts of laws provisions) notwithstanding anything to the contrary in any attachment or other document that the Contractor may provide, Contractor hereby consents to the exclusive jurisdiction of federal and state courts sitting in Williamson and Davidson Counties, Tennessee for any claims arising out of this Agreement.

b. *Amendment; Severability.* This Agreement may not be amended orally, and no modification shall be valid unless in a writing signed by the parties hereto, except as specifically provided otherwise herein. If any provision of this Agreement is declared to be illegal, invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, and such illegal, invalid or unenforceable provision shall be automatically modified in such a manner so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible.

c. *No Assignment.* Contractor may not assign this Agreement, the instruments attached hereto, and/or Contractor's rights and obligations set forth herein or in such instruments attached hereto, without the prior written consent of TMA, which consent may be granted or withheld in its sole discretion. Notwithstanding the foregoing, Contractor may engage subcontractors to assist it in performing the Services, but shall obligate each subcontractor to comply with each and every obligation imposed on Contractor in this Agreement. Contractor shall be responsible for every act and omission of its employees, as well as the employees of its independent contractors, and subcontractors (collectively, "Personnel") to the same extent as if such acts and omissions had been committed by Contractor itself. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns.

d. *Integration.* The Agreement includes the Background sections and **Exhibits (A, B, C)** which are attached to and made a part of this Agreement. This Agreement and the instruments attached hereto set forth the entire agreement between the parties with respect to the subject matters thereof as they existed at the date of this Agreement, supersedes all prior and contemporaneous communications between the parties regarding the same subject matter (whether oral or written), and it is agreed and distinctly understood that all previous communications and negotiations between the parties, whether verbal or written, not contained herein or in the instruments attached hereto are hereby withdrawn and are annulled.

20. FORCE MAJEURE

Except as otherwise provided in this Agreement, neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant to the extent the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.

21. PRIORITY

In the event of any conflict between the provisions of this Agreement and any of the attachments, exhibits, or other documents attached to or incorporated into it by reference, the terms and conditions of this Agreement shall control.

22. EFFECTIVE DATE

This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representative of TMA. When it has been so signed and delivered, this contract shall be effective as of the Effective Date.

23. COUNTERPARTS

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

24. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

26. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the U.S. Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the U.S. Government deems appropriate.
- b. If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the U.S. Government under an Agreement connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Contractor, to the extent the U.S. Government deems appropriate.
- c. The Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27. FEDERAL CHANGES

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

28. CIVIL RIGHTS REQUIREMENTS

The Contractor understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

(1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Contractor agrees to prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Contractor agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Contractor agrees to comply with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note

29. DISADVANTAGED BUSINESS ENTERPRISE.

To the extent authorized by applicable Federal law, the Contractor agrees to facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows:

a. Requirements. The Recipient agrees to comply with:

(1) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note,

(2) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and

(3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance as required by 49 C.F.R. § 26.13(a), The Contractor 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 DOT, is

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

31. SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement or any Amendment or Change Order that may arise from this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____ Date _____

Signature of Authorized Official _____

Name and Title of Contractor's Authorized Official _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year signed by The Transportation Management Association Group.

The Transportation Management Association Group

Contractor

Debbie Henry, Executive Director

BY: _____

Title: _____

Date

Sworn to and subscribed to before me, a Notary Public, this _____ day of _____ 2014, by _____, the _____ of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public
My Commission Expires _____

EXHIBIT A

REVISED Work Plan – July 22, 2014

The TranSystems team is excited about the potential to work with The TMA Group on developing a multimodal transportation network that will address both internal circulation of the Cool Springs area in Franklin, Tennessee as well as providing external connections to other destinations locally and regionally. The Cool Springs area continues to develop with residential, commercial, retail, hotel, and institutional uses in primarily an auto-oriented pattern and location. We are well suited for this assignment because of our familiarity with transit in Franklin and Nashville and our national experience with development of TDM and alternative commute programs.

- ▶ ***We identified transit feasibility and implemented the Franklin Transit Authority's services. Key considerations were creating connections between the Cool Springs area and downtown.***
- ▶ ***We did a regional transit plan for the Nashville area that continues to support regional transit development.***
- ▶ ***We did the MTA 2009 Strategic Master Plan which indicated the need to enhance regional connections, including to Franklin.***
- ▶ ***We have conducted many sub-regional or community level transit plans in Tennessee and many other locations. Areas like Cool Springs create challenging transit environments, but we have developed solutions that work.***
- ▶ ***The reThink program we developed and staff at Florida DOT District 5 has us "hands on" developing commute alternatives for people in the Orlando area.***
- ▶ ***We understand the importance of modal connections through our Safe Routes To School and Walk To Transit work. Pedestrian and bicycle connections are essential to successful transit.***

The TranSystems team approach will deliver a clear-eyed multimodal approach to an improved mobility network in the Cool Springs area. The following is a discussion of our intended approach to this important project. We believe that it meets the objectives of the Request for Proposals (RFP) and provides a reasonable approach to accomplish the work in an acceptable timeframe. We look forward to working with the FTA and The TMA Group to deliver this project.

Task I: Existing and Future Conditions

Existing Conditions

Working closely with The TMA Group's staff, we will gather and review relevant documents in regard to existing and future conditions and summarize key points for this project.

Additionally, we will review all pertinent documents from key stakeholders including but not limited to: City of Franklin, Williamson County, Nashville Area Metropolitan Planning Organization, and other relevant plans and documents. This will include the *2035 Regional Transportation Plan*, *2012 Franklin Development Report*, *2010 Franklin Major Thoroughfare Plan*, the *"Integrated Growth Plan for Carothers Parkway and East McEwen Drive"* and other planning documents for coordination and consistency with local and regional planning efforts. These documents will establish the overall background at a city, county, and regional level. The goal is to scrub for all current and future developments that would influence the extent and need for an integrated multimodal transportation network in the Cool Springs area.

TranSystems is familiar with Franklin Transit Authority's operating characteristics since we developed the system and assisted in fine-tuning the service. We know the system's metrics and how they compare with peer agencies over several years through our work with TDOT and The TMA Group on the Multimodal Transportation Resources Division Annual Report. Franklin Transit Authority's "East Bound Route" currently serves the study area with hourly headways Monday-Saturday. TranSystems will work with The TMA Group to understand this route's operating characteristics to the extent that data is available. Stop level data will provide insight into where riders are boarding and alighting the bus. Ridership by time of day and day of week will identify varying levels of transit demand over time. TranSystems will also ask The TMA Group for Vanpool-Rideshare and Transit on Demand (TODD) data in order to understand how individuals are utilizing these alternative transit services. The Cool Springs Express Service will be assessed to determine how well it is serving customers in the Cool Springs area. Any origin and destination data for these services could provide insight into destinations that are popular but are not served by fixed routes.



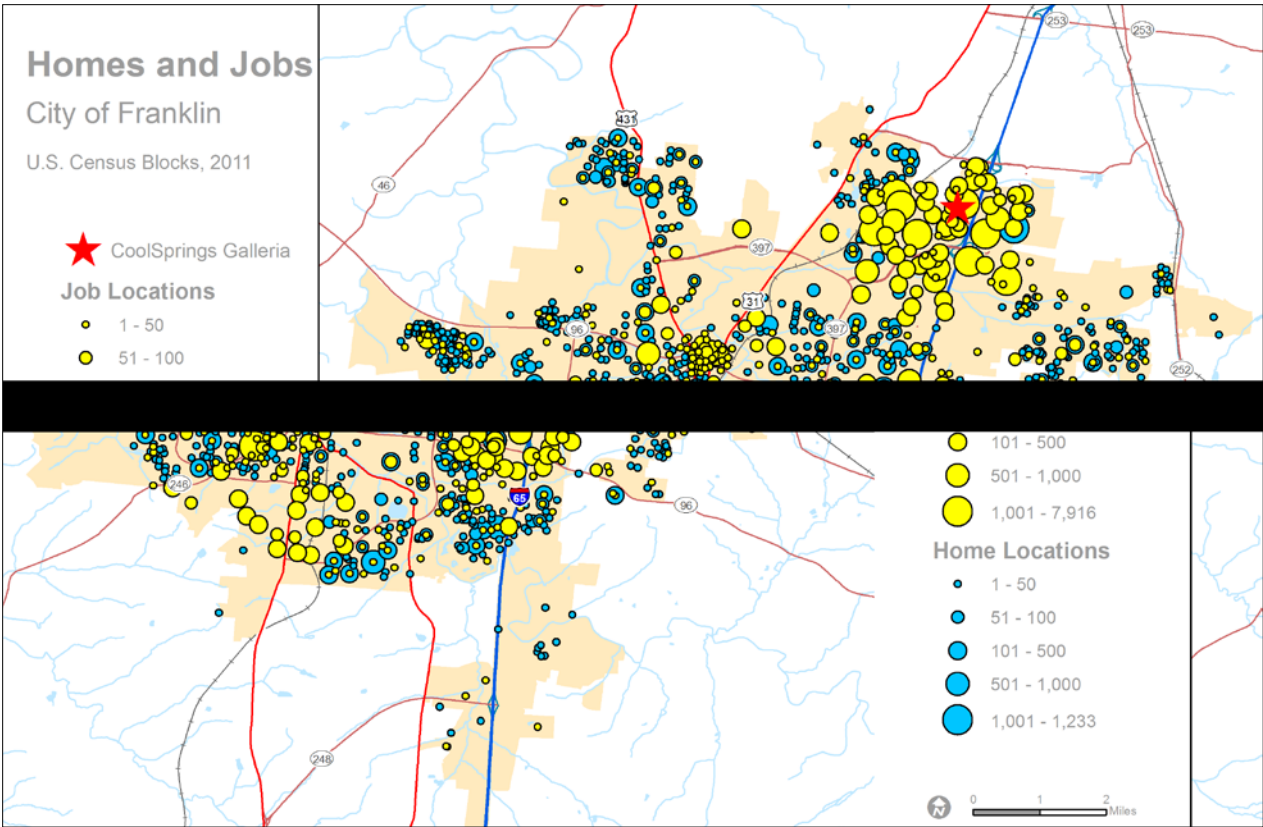
In order to begin thinking about how to alter or expand transit service we will need to take a comprehensive look at all aspects of the study area. Existing conditions will be assessed in a variety of ways:

- ▶ ***Environment and destinations***
- ▶ ***Environment and land uses/development***
- ▶ ***Parking availability and utilization***
- ▶ ***Current ridership by mode***
- ▶ ***Neighborhood demographics***
- ▶ ***Funded and non-funded roadway/public transportation improvement projects***
- ▶ ***Existing and planned vehicular, bicycle, pedestrian connections***
- ▶ ***Commute trips from Corridor area to Nashville***

The study team will rely on existing documents and data, as available, to compile this information. For data that is not available, such as parking data, we plan on relying on field visits to identify estimated availability and utilization. For pedestrian movements, the MPO's latent demand model will be referenced. In addition the "Integrated Growth Plan for Carothers Parkway and East McEwen Drive" will be referred to for relevant data. Traffic counts from the City and State DOT's, planned projects from the local capital improvement plan, and demographics from the U.S. Census are some additional sources of information that can begin to tell a story about the study area.

Data collection will be completed as applicable using existing GIS data. This will chart local land use, demographics, employment, transportation linkages, and known environmental conditions. The data collection phase will create a GIS database of existing conditions. The database will show elements that are currently or may in the future become significant ridership drivers as well as other important elements. For example, the map below shows the concentration of jobs and residences in the City of Franklin. This type of data can begin to inform the analysis of various potential alternatives with respect to the needs of the community.

U.S. Census data shows where people live and work in Franklin. The Cool Springs area is a center for jobs.



Future Conditions

TranSystems will utilize existing data in order to create logical assumptions about future conditions. This will rely heavily on existing projections from documents such as the 2035 Regional Transportation Plan, best practices, and lessons learned from trends in similar environments around the country. We will build off of the knowledge and strengths of local resources such as Franklin’s Traffic Operations Center. Future conditions will include consideration of the following issues:

- ▶ **Proposed areas available for redevelopment or new development**
- ▶ **Multimodal travel paths**
- ▶ **Home-based, work-based, and entertainment end-to-end trips**
- ▶ **Automobile parking requirements supportive of multimodal transportation network**
- ▶ **Potential ridership**
- ▶ **Pedestrian/bicycle system for study area**
- ▶ **ITS applications**
- ▶ **Future constraints and opportunities**

We plan on using a few different reference points to estimate potential ridership on the various transportation modes. The MPO has a travel demand model which can provide trip forecasts by purpose and need for the study areas. In addition, we plan on looking at journey to work information from the 2010 U.S. Census, employment data as available, and comparable systems in similar sized municipalities.

The TranSystems team feels it is important to gain input from stakeholders in order to obtain insight into local leaders' ideas about the direction the region is heading. We will sit down with staff from the City's Planning Department and the Nashville Area MPO to identify existing and future land use conditions and growth areas. Phone interviews with major employers and land owners in the study area can provide valuable understanding of local issues that are not documented in any plans. In addition, we will identify special events in the area, including those located at the A-Game and D-I venues, to understand the potential for transit service to these events.

While working to understand patterns and issues pertaining to all aspects of the study area, TranSystems will frame the interconnected pieces through the lens of transit and alternative transportation. The following items, at a minimum, will be listed and described at the conclusion of Task 1.

- Project History: pertinent background on previous studies
- Transportation Capacity: capacity of the existing transit and transportation facility and its ability to meet present and projected demands
- Transportation Demand: a discussion of the transportation demand in its relationship to statewide, regional and local urban transportation plans
- Land Use and Economic Development: description of ability of multimodal transportation to serve new and existing employment centers and encourage transit oriented development
- Modal Interrelationships: A description on how the existing automobile, alternative transportation, and transit services interface with one another in the region.

As a result of Task 1, the existing and future conditions will lay the groundwork for assessing the purpose and need for an integrated multimodal transportation network in the Cool Springs area.

Deliverable: Summary Memorandum #1 that summarizes existing and future conditions, relevant best practices, exhibits, and a description of the methodology used.

Task 2: Determine Purpose and Need

We feel it is important that Purpose and Need for the project is developed in conjunction with the stakeholders. The stakeholders will need to endorse the Purpose and Need in order to move forward with the justification for the project. Therefore, at the first public meeting that will be organized as part of Task 3, the TranSystems team will generate discussion on what the Purpose and Need should be. A draft statement will be prepared with the public meeting participants in a workshop setting.

The Purpose and Need statement will have three parts, the Purpose, the Need, and the Goals and Objectives. The Purpose will define the transportation problem to be solved. The Need provides data

Stakeholder Outreach

The TranSystems team feels it is important to gain input from stakeholders in order to obtain insight into local leaders' ideas about the direction the region is heading. Phone interviews with major employers and land owners in the study area can provide valuable understanding of local issues that are not documented in any plans.

to support the problem statement. This data will be collected as part of Task 1. The Goals and Objectives will identify steps on how best to meet the Purpose and Need.

The Purpose and Need statement is essential in establishing a basis for the development of the range of reasonable alternatives and assists with the identification and eventual selection of a preferred alternative. It is important that the Purpose statement be concise and state the basis for the transportation solution. It should however, be stated broadly enough so that a range of alternatives can be studied and interim solutions can be proposed. The Need statement should establish the evidence that the problem exists and that there needs to be a solution. It should be based on quantifiable data collected for the project and support the assertion made in the purpose. It is also important that the Purpose and Need correlates with the Purpose and Need defined by the Franklin's Major Thoroughfare Plan.

Deliverable: Summary Memorandum #2 that includes a Purpose and Need Statement with Goals and Objectives that addresses a multimodal transportation network, including a transit circulator that connects with fixed and express transit, ridesharing and park and ride facilities. A single sentence statement of the Purpose and Need will be included in the Memorandum.

Task 3: Options for Service and Public Meeting

This task will develop a range of multimodal service alternatives, including but not limited to transit and ridesharing services, pedestrian and bicycle networks, infrastructure improvements for future dedicated lanes for transit only vehicles, queue-jumps and ITS solutions.

Before any alternatives are developed, the information gathered as part of Task 1 will be used to identify existing and future transportation generators. These generators will form a basis for identifying important modal connections within and outside the Cool Springs area. It is also important to identify whether the existing Franklin Transit Authority "East Bound Route" provides adequate service to the neighborhood, or if alterations are needed. This route will be evaluated to determine if it best meets the existing and planned transit generators in and around the Cool Springs Area. Recommendations on service changes to this route and the Cool Springs Express Service will be part of the service alternatives developed.

For any new transit alternatives, up to three distinct alternative service concepts will be developed. Each concept will consist of several elements; options for each may include:

- ▶ Alignments
 - Circular "loop" routes
 - Linear routes on major streets
 - Less direct routes using local/residential streets
 - Connectivity to the existing Franklin Transit Authority routes and regional routes
- ▶ Vehicle type
 - Bus size – 30' vehicle vs. smaller vehicles
 - Alternative fuel vehicles
- ▶ Service type
 - Fixed route service with defined stops
 - Deviated fixed route (serves the whole fixed route plus deviations)
 - Demand response service (serves only scheduled trip requests)
- ▶ Estimated Ridership

- Based on existing ridership, journey to work data, employment data and comparable transit systems in similar settings

An operating plan will also be developed. Operational details will include route maps that show other modal connections, headways and service spans, vehicle requirements and estimated annual operating costs for the alternatives. In addition to the operating costs for each alternative, maintenance costs and capital costs will be estimated, including cost of new vehicles, bus stops, transfer facilities and technology.

Besides transit modes, other alternatives will be developed and analyzed. Ridesharing including vanpooling and carpooling will be discussed and suggestions on how to establish or strengthen a program will be identified. TranSystems will look to build off of The TMA Group's lessons learned with regards to **vanstar*** and other services in the area. The location of park and ride facilities in the region will be identified and the potential for additional park and ride facilities in the Cool Springs area will be assessed. Connections to regional bicycle paths from existing and proposed developments in the neighborhood will be conceptually planned. Pedestrian access throughout the neighborhoods will also be assessed and missing links will be identified.



Infrastructure needs will also be identified for the different alternatives. As part of this task, the roadway network and existing and proposed land uses will be reviewed for the potential for dedicated transit lanes, bikeways and pedestrian paths, and park and ride locations. This analysis is critical to determine if any new mode of transit will have any physical constraints, such as parking that would need to be removed, or difficulty in turning at certain intersections, or if there is not appropriate pedestrian and bicycle access. The TranSystems team is very cognizant that the linkage between transit and land use is very important. Good pedestrian connections to bus stops or other modes of transportation are a must. While reviewing the infrastructure needs, TranSystems will review these connections and recommend ways to improve pedestrian and bicycle access to the system or throughout the community. Appropriate pedestrian amenities such as shelters, bus stop signs, benches and other amenities will also be defined.

It is important stakeholders be involved in the generation of alternatives. Therefore, a public meeting that is organized in a way to solicit the most public comment will be set up.

- ▶ The meeting will be held in a convenient location in the Cool Springs area, and at a convenient time, typically during a two or three hour time frame in the early evening during a Tuesday, Wednesday, or Thursday evening.
- ▶ Our experience has been that it is easier to solicit input when the meeting is organized in a workshop setting that allows attendees to express their opinion in a small group setting or in writing.
- ▶ The ideal setting is an interactive meeting with the ability for participants to come and go.
- ▶ Alternatives will be presented to the public for their reaction and additional alternatives will be generated by soliciting input.

These alternatives will be fleshed out and included in the range of alternatives that will be evaluated as part of Task 4.

Deliverables: Summary Memorandum #3 that describes options for multimodal service in the study area. A summary of the public comments will be included.

Task 4: Evaluation

Once all alternatives have been developed they will be evaluated in order to identify the most feasible alternatives to move forward. This evaluation will include consideration of the public input received in Task 3. Since there are different types of alternatives being developed (i.e. transit, park and ride, bicycle and pedestrian), similar alternatives will be evaluated against each other so that at the end, there will be a range of preferred alternatives by mode. The evaluation will consider those factors that The TMA Group controls such as bus routing, as well as corresponding issues under the jurisdiction of others, such as associated pedestrian improvements needed to support successful bus operations.

A methodology that is based on a scoring system will be developed to evaluate the alternatives. A set of evaluation criteria will be developed that is both qualitative and quantitative. A series of numbers (e.g. 1-5 where 1 means it least meets the criteria and 5 means it best meets the criteria) can be assigned, or instead, a “Harvey ball” evaluation system where a full circle means it meets the criteria the most.

The cost and benefits of each viable alternative will be compared with each other including capital costs,



operating and maintenance costs, potential ridership, capacity of the Franklin Transit Authority, timeframe, environmental impacts, land use impacts, cultural impacts and congestion mitigation. The feasibility of the alternative receiving funding and being implemented due to the economic climate also will be a strong factor in the evaluation. The ability of alternatives to maximize Franklin Transit Authority’s existing budget as well as the potential for obtaining additional TDOT and FTA funding will be considered.

At this stage, it is anticipated that the evaluation will reveal the most feasible alternative. Feedback from the client and stakeholders will be necessary in order to confirm that the evaluation process has considered all relevant factors in a reasonable manner.

Deliverable: Summary Memorandum #4 that describes the methodology used to evaluate the alternatives.

Task 5: Implementation Strategy

The implementation strategy will identify how best to move the preferred alternative forward. Potential funding sources will be identified including public-private partnerships, federal, state, regional and local funding sources, and any other possibilities.



A team of stakeholders who can move the alternatives forward will also be identified. The timeframe in which the implementation can take place will be estimated, ranging between short term, medium term, and long term. Potential stakeholders to be involved in implementation can include:

- ▶ The TMA Group
- ▶ City of Franklin
- ▶ TDOT
- ▶ Williamson County
- ▶ RTA
- ▶ Private entities, including employers, land owners, developers, Cool Springs Galleria, and more

The tasks required of each implementation stakeholder will be identified with priority assigned. The Implementation Strategy will form a coherent and reasonable plan that has the support of stakeholders.

Deliverable: Summary Memorandum #5 that describes the implementation strategy for priority option.

Task 6: Draft Final Report and Public Meeting 2

A draft final report will be developed as the culmination of Summary Memorandums 1-5. This report will be reviewed by staff of the Franklin Transit Authority/The TMA Group and City of Franklin and edits will be made.

It is important that the public has a chance to review the evaluation and proposed final alternative. Once the draft report is completed a second public meeting will be held. Similar to the first public meeting, this meeting will be held in a location that is easily reached by members of the community. This setting will be an open house and presentations of the report will be made and residents and stakeholders will be encouraged to ask questions and make comments.

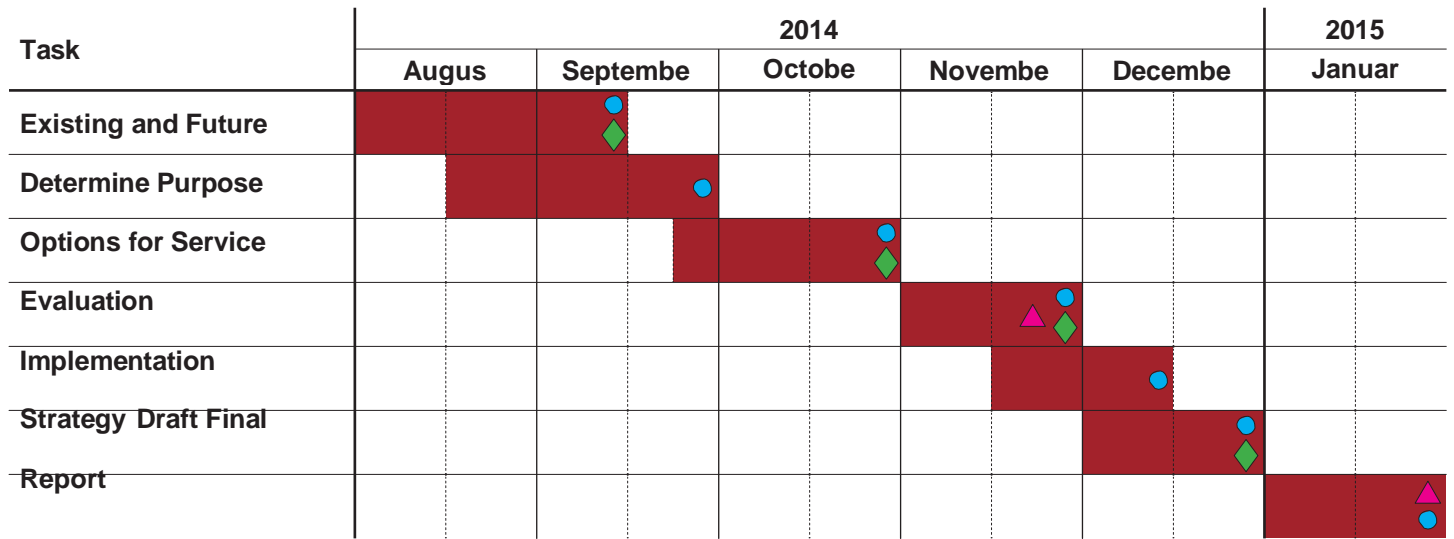
Deliverable: Draft final report and summary of public comments submitted during the second public meeting.

Task 7: Final Report

The final edits will be incorporated and distributed to the Franklin Transit Authority/The TMA Group and the City of Franklin staff. A digital copy and power point presentation that summarizes the report will be prepared. At the client's request, The TranSystems team will be available to make a final presentation to political leaders or other decision-makers summarizing the conclusions of the study.

Deliverable: A digital copy of the final report, five hard copies and CDs in Adobe PDF, and electronic copy of the Power Point presentation.

Project Timeline



Review Meeting with Staff



Public Meeting



Deliverables



EXHIBIT B

ORIGINAL RESPONSE

EXHIBIT C

RFP 2013-01

EXHIBIT C

RFP