



City of Franklin

Mailing Address:
109 3rd Ave S
Franklin, TN 37064
(615) 791-3217

Meeting Agenda

Franklin Transit Authority

Tuesday, June 3, 2025

4:00 PM

Eastern Flank Event Facility

MEETING LOCATION

Eastern Flank Event Facility
1368 Eastern Flank Circle

CALL TO ORDER

CITIZEN COMMENTS (This portion of the agenda is for members of the public to directly address the Authority 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.)

ANNOUNCEMENTS

APPROVAL OF MINUTES

1. Consideration Of Approval Of The April 1, 2025 FTA Minutes

OLD BUSINESS

2. Consideration Of Reports:
 - a. Year-to-Date Financial Statement And Summary
 - b. Transit Report And Van Star Report
 - c. Grant Report
 - d. Contractor Monitor Report

NEW BUSINESS

3. Consideration Of COF Contract No. 2024-0302, With Benesch For The 2025 Transit Master Plan In The Amount Of \$245,862.00

Sponsors:

OTHER BUSINESS

4. Report Of TMA President And CEO
5. Chairman's Report

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



**FRANKLIN TRANSIT AUTHORITY
MINUTES OF BOARD MEETING
Tuesday, April 1, 2025; 4:00 P.M.**

The Franklin Transit Authority met on Tuesday, April 1, 2025, at 4:00 P.M., in the Eastern Flank Event Facility in Franklin, TN.

Members Present

Patrick Baggett
Chuck Barber
Scotty Bernick
Eric McElroy
Doris McMillan
John Schroer

Kelly Bair, The TMA Group
Sharmila Patel, The TMA Group
Christiana Dunn, City of Franklin
Abby McCurry, City of Franklin
Adam Moser, City of Franklin

Vernon Gerth, City of Franklin
Shauna Billingsley, City of Franklin
Emily Hunter, City of Franklin

CALL TO ORDER

Chairman John Schroer welcomed everyone and called the meeting to order.

ROLL CALL/CONFIRM QUORUM

Chairman Schroer confirmed a quorum was present.

CITIZEN COMMENTS

Two members of the public attended; there were no comments.

APPROVAL OF MINUTES

There were no questions or corrections made regarding the February 4, 2025, Authority minutes. Ms. Doris McMillan made a motion for approval of the FTA minutes. Mr. Chuck Barber seconded the motion, and the Authority voted unanimously to approve.

OLD BUSINESS

Year-to-Date Financial Statement and Summary

Dr. Kelly Bair shared the FY25 financial report through January 31—there were no questions.

Transit Report and VanStar Report

There were no questions about the transit and vanpool reports.

Grants Update

Ms. Sharmila Patel shared an update on the status of current FTA and CMAQ grants for Franklin Transit Authority and Williamson County (a subrecipient); there were no questions

Contract Monitor Report

Ms. Christiana Dunn reviewed the relevant items from the contractor monitoring report including submission of the quarterly grant reports to FTA; participation in required FTA drug and alcohol training, and the successful closeout of the 2024 NTD report.

Mr. Eric McElroy made a motion to approve all of the reports shared (financial, transit, grants, and contract monitoring), Mr. Patrick Baggett seconded the motion, and it passed unanimously.

NEW BUSINESS

Titles for Transit Vehicles

Ms. Dunn explained that Franklin Transit Authority has an inventory of 23 transit vehicles that the City of Franklin has been auditing. During the audit, it was determined that there is discrepancy between how the vehicles are titled; for instance, some say Franklin Transit Authority, some titles indicate City of Franklin, and some have both names listed.

Mr. Scotty Bernick made a motion that all vehicles purchased with federal funding should have the vehicle title name changed to Franklin Transit Authority. Mr. Baggett seconded the motion, and it passed unanimously.

Update on RFP for Franklin Transit Master Plan

Five proposals were submitted, and all five proposers were invited to make a presentation. The meeting packet included the total score (technical scoring and presentations) and ranking of the proposers.

Since the City staff would be working with the company to develop the agreement, Mr. Vernon Gerth asked the Authority members to review the RFP and let them know what aspects of the scope should be highlighted.

Mr. Bernick, Mr. McElroy, Ms. McMillan, and Chairman Schroer all shared their opinions about the proposals and presentations. They all agreed that the presentations were all excellent. Based upon the qualifications; projects presented; national regional, and local knowledge; and the price, Benesch was the best choice. Mr. Bernick made a motion that the staff contact Benesch to begin the negotiation process. Mr. Baggett seconded the motion, and it passed unanimously.

Report of President and CEO/ Chairman's Report

Ms. Henry was at the Williamson County Budget Meeting and therefore not present. Chairman Schroer talked about the upcoming FMO Follow-up Review, and the entrance conference. The FMO Follow-up Review is a standard practice; they usually are conducted about 18 months after a FMO Full Scope Review.

ADJOURN

Mr. McElroy made a motion to adjourn, Mr. Barber seconded the motion, and it passed unanimously.

The meeting adjourned at 4:28 PM, and the next regularly scheduled meeting will be Tuesday, June 1st at 4:00 PM in the Eastern Flank Event Facility.

John Schroer, Chairman

The TMA Group
Balance Sheet
March 31, 2025

ASSETS

Current Assets		
Receivables - Other	150.00	
Receivables - Federal	411,323.00	
Receivables - State	<u>46,613.00</u>	
Total Current Assets		458,086.00
Total Assets		<u>\$ 458,086.00</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accrued Revenue Due to Transit	<u>458,086.00</u>	
Total Current Liabilities		458,086.00
Total Liabilities & Capital		<u>\$ 458,086.00</u>

The TMA Group
Statement of Activities
Franklin Transit Authority
For the Nine Months Ending March 31, 2025

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
Revenues					
COF Transit Operating	\$ 73,295.97	\$ 50,690.08	\$ 579,899.96	\$ 579,678.01	\$ 837,775.80
Fares	6,127.50	11,083.33	67,237.60	99,766.58	133,000.00
Other Revenues	800.00	883.33	7,200.00	8,049.97	10,700.00
State Funding	1,077.00	52,110.00	349,606.00	521,336.00	680,694.00
Federal Funding	175,322.00	160,019.00	1,474,303.00	1,573,766.00	2,048,440.00
Total Revenues	256,622.47	274,785.74	2,478,246.56	2,782,596.56	3,710,609.80
Direct Cost of Program					
Salaries & Wages - Admin	19,799.68	20,584.29	209,360.22	227,506.33	305,825.76
Salaries & Wages Transit Operations	26,312.86	23,781.05	253,921.88	268,532.04	347,084.40
Salaries & Wages - Drivers	82,519.99	88,357.81	799,343.00	954,814.78	1,291,390.14
Taxes & Benefits - Transit Admin	3,185.56	4,291.91	32,260.99	44,579.92	58,725.73
Taxes & Benefits - Transit Operations	6,300.29	6,369.78	58,981.53	66,066.79	85,732.05
Taxes & Benefits - Drivers	24,508.48	31,259.54	237,756.81	319,181.26	419,512.12
Uniforms	0.00	583.33	796.92	5,249.97	7,000.00
Professional Services	2,273.19	5,679.17	47,040.99	51,112.53	68,150.00
Transit Building Maintenance	990.00	2,916.67	18,805.58	26,250.03	35,000.00
Transit Vehicle Maintenance	14,674.38	25,008.33	231,689.89	225,074.97	300,100.00
Transit Center Cleaning	2,020.00	2,166.67	18,820.00	19,500.03	26,000.00
Transit Safety	0.00	416.67	10,470.78	3,750.03	5,000.00
IT Support	6,586.31	3,333.33	39,744.55	29,999.97	40,000.00
Software Licensing Expenses	3,408.00	3,750.00	23,227.38	33,750.00	45,000.00
Transit Security	3,935.03	333.33	40,903.81	2,999.97	4,000.00
Transit Surveillance	296.65	333.33	2,669.85	2,999.97	4,000.00
Legal Fees	0.00	0.00	66.50	0.00	0.00
Transit-DAM Compliance	445.00	458.33	2,710.00	4,124.97	5,500.00
Payroll Fees	1,132.70	643.20	8,021.22	6,432.00	8,361.60
Transit Fuel & Lubricants	13,458.52	17,166.68	125,718.54	154,500.12	206,000.00
Postage and Supplies	1,414.48	83.33	11,311.65	749.97	1,000.00
Utilities	3,741.39	3,000.00	35,572.31	27,000.00	36,000.00
Trolley Insurance	14,708.33	14,666.67	127,470.81	132,000.03	176,000.00
Transit General Liability	1,371.34	1,500.00	12,464.06	13,500.00	18,000.00
Payouts for Insured Liab Damag	8,534.38	708.33	8,534.38	6,374.97	8,500.00
Errors & Omissions Liability	973.73	1,125.00	8,763.57	10,125.00	13,500.00
Insurance General Office & D&O	1,154.29	1,508.33	10,750.30	13,574.97	18,100.00
Vehicle Licensing & Registrati	0.00	0.00	42.44	0.00	0.00
Dues and Subscriptions	2,294.89	1,666.66	22,138.49	14,999.94	20,000.00
Meetings	0.00	58.34	0.00	525.06	700.00
Travel and Training	2,951.89	416.67	6,952.52	3,750.03	5,000.00
Equipment - Other	57.76	875.00	2,976.15	7,875.00	10,500.00
Bank Fees	38.11	287.50	296.72	2,587.50	3,450.00
Marketing & Advertising	1,650.00	4,687.49	15,366.06	42,187.41	56,250.00
Office Rent	3,867.90	4,034.67	34,979.19	36,312.03	48,416.00
Equipment Lease	359.36	508.33	3,256.27	4,574.97	6,100.00
Equipment Usage (Depreciation)	1,657.98	2,226.00	15,061.20	20,034.00	26,712.00
ADA Expenditures	0.00	0.00	0.00	0.00	0.00
Total Direct Cost of Program	256,622.47	274,785.74	2,478,246.56	2,782,596.56	3,710,609.80
Net Difference - Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

The TMA Group
Statement of Activities
Franklin Transit Authority
For the Nine Months Ending March 31, 2025

	Month Actual	Month Budget	YTD Actual	YTD Budget	Total Budget
Planning					
Federal Planning	\$ 0.00	\$ 6,666.67	\$ 7,080.00	60,000.03	80,000.00
State Planning	0.00	833.33	885.00	7,499.97	10,000.00
COF Planning Cost Share	0.00	833.33	885.00	7,499.97	10,000.00
Total Planning Revenues	0.00	8,333.33	8,850.00	74,999.97	100,000.00
Planning Costs					
Planning/Transit	0.00	8,333.33	8,850.00	74,999.97	100,000.00
Net Difference - Planning	\$ 0.00	\$ 0.00	\$ 0.00	0.00	0.00
Equipment					
Federal Capital Expenditures	\$ 0.00	\$ 27,333.33	\$ 227,456.00	245,999.97	328,000.00
State Capital Expenditures	0.00	3,416.67	28,432.00	30,750.03	41,000.00
COF Capital Cost Share	0.00	3,416.67	27,832.32	30,750.03	41,000.00
Sale of Surplis Asset	0.00	0.00	600.00	0.00	0.00
Total Equipment Revenues	0.00	34,166.67	284,320.32	307,500.03	410,000.00
Equipment Costs					
Equipment - Transit	0.00	34,166.67	284,320.32	307,500.03	410,000.00
Net Difference - Equipment	\$ 0.00	\$ 0.00	\$ 0.00	0.00	0.00



The TMA Group negotiates on behalf of the Franklin Transit Authority and Williamson County vanpool with Nashville MTA and RTA for the distribution of Federal Transit Administration (FTA) Section 5307 grant funding made available to the Nashville-Davidson Urbanized Area (UZA).

Current Federal Transit Administration Grant Balances

Federal Transit Administration Funding Source	Grant Number	Transit Balance (After March Draws)	Vanpool Balance	Uses
5307	TN-2017-020-00	\$137,355.00	\$0	Planning
5307	TN-90-X384-00	\$40.00	\$152,663.00	Security, Vanpool Replacement Vehicles
5307	TN-90-X352-00	\$11,414.00	\$264,723.00	Planning, Shelters, Vanpool Vehicles
5307	TN-2019-021-00	\$873,663.00	\$10.00	Shelters, Security, Support Equipment
5307	TN-2020-008-00	\$23,513.00	\$566,524.00	Security, Vanpool Operating, Vanpool Vehicles
5307 CARES Act	TN-2020-018-00	\$223,616.00	\$254,087.00	Operating Assistance (TODD and WC)
5307	TN-2022-031-00	\$124,389.00	\$475,165.00	Planning, Security, Rent (WC: Operating Assistance and Planning)
5307	TN-2023-037-00	\$992,120.00	\$325,165	Operating, Security, Replacement Buses (WC: Operating Assistance)
5307 American Rescue Plan	TN-2022-027-00	\$9,413.00	\$4,964.00	Security (WC: Operating Assistance)
5307	TN-2024-031-00	\$1,425,460.00	\$0	Microtransit: Operating Assistance and Hardware/Software
5307	TN-2024-024-00	\$1,694,964.00	\$465,447.00	Operating, PM, Security, Safety, Support Vehicle (WC: Operating Assistance and Security)

Other Grant Funding (Williamson County/TMA):

CMAQ: Vanpool Post-Pandemic Initiative: Balance as of March 31: \$3,006,617.23

CMAQ: Regional Multimodal and Rideshare Park and Ride: Balance as of March 31: \$708,237.53.

Updates:

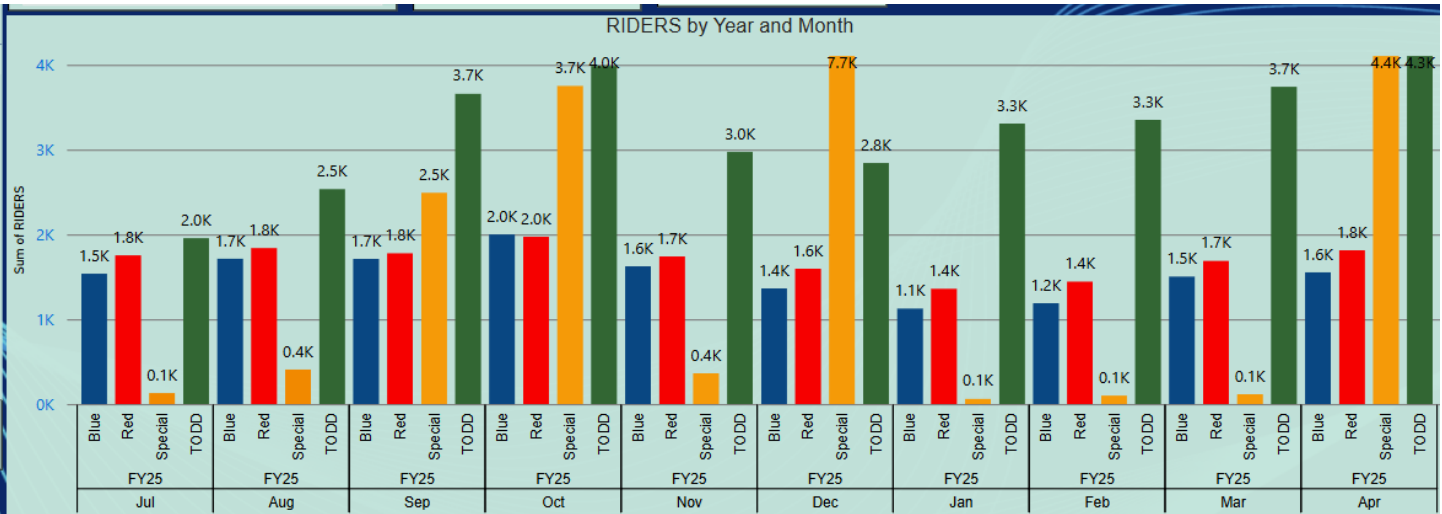
- TIP adjustments for Franklin Transit and Williamson County have been approved. These adjustments ensure the amounts listed in the region’s TIP (Transportation Improvement Program) match the amounts requested in the application.
- The FFY2025 5307 application has been resubmitted. Amounts in the application were adjusted to allow additional dollars for the fleet facility lease. Certifications and Assurances are not yet available.
- Hosted Regional Transportation Plan workshop for Williamson County.
- Submitted planning descriptions for Franklin Transit and Williamson County for the 2025-2026 Transportation Planning Work Program. Submitted a summary of the new transit plan.

2025 FISCAL COMPARISON TO 2024 FISCAL PASSENGER TRIPS (JULY-APRIL)

Fiscal Year	Fiscal Month	Sum of RIDERS	Route
FY25	Jul	1,534	Blue
FY25	Jul	1,750	Red
FY25	Jul	126	Special
FY25	Jul	1,952	TODD
FY25	Aug	1,712	Blue
FY25	Aug	1,835	Red
FY25	Aug	406	Special
FY25	Aug	2,530	TODD
FY25	Sep	1,709	Blue
FY25	Sep	1,774	Red
FY25	Sep	2,407	Special
FY25	Sep	2,530	TODD
Total		84,322	

2025 Fiscal
84,322 Pass trips

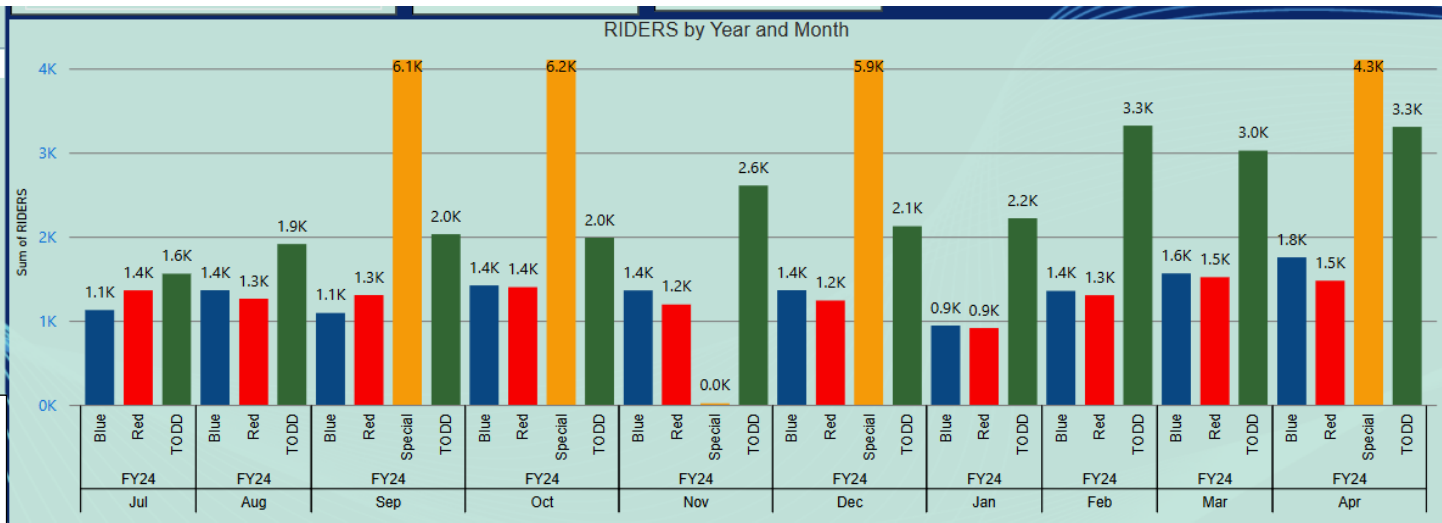
16% Increase



Fixed Route	32, 248 Passenger Trips	+23%
TODD	32,577 Passenger Trips	+35%
Fixed Special Event	19,497 Passenger Trips	-13%

Fiscal Year	Fiscal Month	Sum of RIDERS
Total		
		72,763

2024 Fiscal
72,763 Pass Trips



Fixed Route	26,257 Passenger Trips
TODD	24,060 Passenger Trips
Fixed Special Event	22,446 Passenger Trips



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Updates:

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Franklin Transit Authority

CONTRACTOR MONITORING

2 CFR 200.331 Requirement for pass-through entities

All pass-through entities must: (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Requirement	Yes	Meeting Date	Initials	Note
LEGAL: Have there been any legal matters that may affect the Authority or the Federal Transit Administration?				
LEGAL: Are there any instances relating to false claims under the False Claims Act or fraud?				
LEGAL: Has TMA used only non-appropriated funds for any lobbying activities				
FINANCIAL MANAGEMENT: Have there been any changes to financial policies, procedures, or the organizational structure?				
FINANCIAL MANAGEMENT: Has TMA conducted the required Single Audit, submitted the required documentation to the Franklin Transit Authority (FRTA), and resolved any identified issues?				
TECHNICAL CAPACITY – AWARD MGT: Have any milestone progress reports (MPRs) and Federal Financial Reports (FFRs) been submitted to FTA?	x	6.3.2025	CD	Milestone Progress reports and Federal Financial Reports for Q2: TN-2022-031-00 TN-2023-037-00 TN-2024-024-00 TN-2019-021-00
TECHNICAL CAPACITY – AWARD MGT: Have any grant awards been closed out?				
TECHNICAL CAPACITY – PROGRAM MGT: Has TMA been suspended, debarred, ineligible, or voluntarily excluded from participation in federally assisted transactions?				
TECHNICAL CAPACITY – PROGRAM MGT: Has the annual risk assessment been submitted to TDOT since the last meeting?				
TECHNICAL CAPACITY – PROJECT MGT: Has the TMA Group implemented any new capital or planning project? (Needs board approval)				
TRANSIT ASSET MANAGEMENT: Has the TMA Group submitted the updated TAM plan to Franklin Transit Authority (FRTA) for review and approval?				
TRANSIT ASSET MANAGEMENT: Has the TMA Group shared its annual performance targets with the Board?				
SATISFACTORY CONTINUING CONTROL: Have there been any changes to real property? Has there been or will there be any incidental use of real property?	X	6.3.2025	CD	Vans have been procured and graphics put on them. They'll be put into service soon.
SATISFACTORY CONTINUING CONTROL: Are there any additions of FTA-funded equipment? Was any equipment withdrawn from use and disposed of in accordance with 2 CFR 200 and FTA requirements?				
SATISFACTORY CONTINUING CONTROL: Are there any changes to the bus fleet that impacts FTA requirements for spare ratios and contingency fleets?				
MAINTENANCE: Have any changes been made to the maintenance plan or TMA's program for preventive maintenance inspections				

Requirement	Yes	Meeting Date	Initials	Note
MAINTENANCE: Have there been any major warranty issues?	X	6.3.2025	CD	Vanpool-recall on Toyota Siennas. Two recalls: bolt for third seat and airbags. Majority of them are already done.
PROCUREMENT: Have there been any changes to the procurement policies and procedures?				
PROCUREMENT: Have any procurement protests been received or decided?	X	6.3.2025	CD	Submitted the plan for approval
PROCUREMENT: Have any revenue contracts or capital leases been awarded?				
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Have there been any changes to the DBE plan, goal, or the person designated as the DBELO?				
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Has the TMA Group submitted the Uniform Report of DBE Awards or Commitments and Payments semi-annually by the required due dates?				
DISADVANTAGED BUSINESS ENTERPRISE (DBE): Have there been any DBEs terminated/substituted on a project?				
TITLE VI: Have there been any changes to the Title VI program or procedures?				
TITLE VI: Have there been any Title VI complaints or investigations?				
TITLE VI: Are there any proposed changes to fares and/or transit service that need Board review and approval?				
TITLE VI: Are there any upcoming planning activities? How will public participation and minority needs be considered?				
AMERICANS WITH DISABILITIES ACT (ADA): Have there been any ADA-related complaints? How have they been resolved?				
AMERICANS WITH DISABILITIES ACT (ADA): Have there been any changes to facilities or buses that impact access?				
AMERICANS WITH DISABILITIES ACT (ADA): Have there been any changes to ADA complaint procedures and the ADA reasonable modification policy?				
ADA COMPLEMENTARY PARATRANSIT: Have there been any changes to the paratransit eligibility determination process?				
ADA COMPLEMENTARY PARATRANSIT: Have there been any changes to the rider's guide, application form, or the sample notification letter templates?				
DRUG-FREE WORKPLACE ACT: Have there been any changes to the Drug-Free Workplace policy or to the ongoing program?				
DRUG-FREE WORKPLACE ACT: Have there been any personnel action(s) taken regarding drug statute violation(s) that occurred in the workplace?				
DRUG AND ALCOHOL PROGRAM: Have there been any changes to the board-adopted drug and alcohol misuse policy?				
DRUG AND ALCOHOL PROGRAM: Have there been any changes to the list of covered employees placed in safety sensitive positions and supervisors/company officials charged with making reasonable suspicion determinations?				
DRUG AND ALCOHOL PROGRAM: Has there been any training offered to employees since the last board meeting?				
SECTION 5307 PROGRAM: Is there a new/updated written agreement with the Metropolitan Planning Organization (MPO) that determines mutual responsibilities in carrying out the metropolitan transportation planning process?				
SECTION 5307 PROGRAM: Has the proposed budget and proposed projects been shared with the board?	X	6.3.2025	CD	Resubmitted application after modifications to TIP

Requirement	Yes	Meeting Date	Initials	Note
SECTION 5307 PROGRAM: Have the proposed annual transit security expenditures been shared with the board?				
SECTION 5307 PROGRAM: Have any changes been made to the policy detailing the public comment process on increases in the basic fare structure or implementing a major service reduction ?				
SECTION 5307 PROGRAM: Have the annual Certifications and Assurances been signed?				

The information marked above was presented to and reviewed by FRTA board members at the stated meeting.

Chair, Franklin Transit Authority

Date

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0302**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BENESCH** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

TRANSIT MASTER PLAN FOR FRANKLIN TRANSIT AUTHORITY

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Two Hundred Forty-Five Thousand Eight Hundred Sixty-Two and No/100 Dollars (\$245,862.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2025.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and 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.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BENESCH

CITY OF FRANKLIN, TENNESSEE

BY: _____

Print Name & Title

Date: _____

BY: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

BY: _____

Angie Skarp
City Recorder

Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

CITY OF FRANKLIN
Project Number: 2025-002

Contract 2024-0302

RFQ# 2025-012

SCOPE OF SERVICES
TRANSIT MASTER PLAN

April 24, 2025

INTRODUCTION

The general objective for this Scope of Services is for the City of Franklin (referred to hereafter as City) to contract outside consultant support from Benesch (referred to hereafter as Consultant) to provide transportation planning services to develop a Transit Master Plan (referred to hereafter as Study).

Developed to provide recommendations and a vision-based guide for the Franklin Transit Authority (referred to hereafter as the Authority), the Study includes a 10-year plan for capital investments and recommendations for serving the transportation mobility needs of the population served by the Authority. The Study includes analysis of a variety of service delivery options and scenarios for consideration by the public, users of the system, and community stakeholders in selecting the preferred scenario. Analysis of costs and revenues along with ridership based performance metrics are used to evaluate the performance and development of a fiscally-constrained plan that includes strategies to address inter-regional travel needs, regional travel needs, and local travel needs alike.

SERVICES TO BE PERFORMED

The CONSULTANT shall perform services necessary to complete the following tasks:

- Task 1: Project Management
- Task 2: Public Involvement
- Task 3: Inventory & Assessment of Existing Conditions Trends
- Task 4: Goals, Objectives & Performance Metrics
- Task 5: Transit Plan Development
- Task 6: Final Documentation

Task 1: Project Management

The Consultant will prepare and execute a Project Management Plan (PMP), including a Quality Management Plan (QMP). The Consultant will monitor the project for cost and schedule variances, invoicing, progress reports, and arranging/conducting progress meetings with the City Project Manager.

Subtask 1.1: Project Management Plan

Within 14 days of Notice to Proceed, the Consultant will develop a Project Management Plan (PMP) to summarize the structure and strategy for the overall Study effort. The PMP will include the scope, a detailed project schedule with key milestones, project team member list and contact information, summary of QA/QC process to be applied, description of final deliverables, and delineation of specific staff roles and responsibilities for each task.

The PMP will be submitted to City Staff for review prior to the kickoff meeting.

Subtask 1.2: Kickoff Meeting

At the onset of the project, a kickoff meeting with City and Authority representatives will be scheduled, prepared for, and held to ensure that everyone is “on the same page” regarding the overall scope, objectives, schedule, key milestones, and

desired deliverables for the Study. The initial plan for the public involvement program will also be discussed at the kickoff, as will other key topics such as project communications, format of deliverables, and project branding concepts. A comprehensive data-needs list will be prepared and discussed during the meeting to document the information the project team will need to complete an appropriate assessment of the existing operating environment and transit services provided within the city. It is anticipated that the kickoff meeting will be a hybrid in-person/virtual event to facilitate more broad participation by necessary meeting participants and held within 30 days of NTP to maintain the project schedule.

Subtask 1.3: Project Administration

Brief, bi-weekly conference calls will occur between key members of the Consultant team and the City's Project Manager to keep the project progressing successfully. Additional team members or staff will be included, as appropriate. In addition, monthly progress reports will be prepared and submitted with project invoices along with anticipated changes in the project schedule (if any).

Task 1 Deliverables

- Project Management Plan including schedule and project team members
- Project Kickoff Meeting and Summary
- Data Needs List
- Project Progress Phone Calls
- Monthly Invoices with progress report and updated schedule.

Task 2: Public Involvement

The analysis of community mobility needs and assessment of existing local transit service in the city will benefit from extensive, strategic outreach and engagement with the local community, including riders, non-riders, stakeholders, and elected officials. Tapping into the local community will provide a broad understanding of the existing transit services, latent mobility needs, and the prevailing opinions of people in Franklin on their desired vision and role for transit service in the city.

Subtask 2.1: Public Involvement Plan

A Public Involvement Plan (PIP) that will summarize the strategy and schedule for facilitating a community engagement process that encompasses a range of techniques and activities to educate, inform, and gather input from riders, the public, and various key community stakeholders and leaders. Activities will include both in-person and virtual opportunities to make the best use of budget resources and provide multiple platforms to enhance accessibility and participation of the general public, community leaders, key stakeholders and other representatives supporting growth and economic development in the City, and even underrepresented populations. In-person meetings will be geographically distributed citywide to ensure representation in the process.

The draft PIP will be submitted to staff for review and concurrence.

Subtask 2.2: Technical Advisory Group (TAG)

A Technical Advisory Group will be convened to help oversee the Study process, provide guidance and input throughout the effort, and review all deliverables. Working with City Staff, a list of key individuals will be developed. Initial invites to the group will be facilitated by City Staff to gauge interest and formalize the participants through the duration of the Study.

Once the list is finalized, the Consultant will work with members of the TAG to identify a meeting schedule. Up to four meetings of the TAG will be scheduled during the course of the Study. Anticipated topics for discussion are identified below.

The first meeting of the TAG will serve as a project orientation meeting designed to introduce the group to the Study and discuss the following items:

- Overview of Scope and Schedule
- Data Needs and Planned Analysis
- Study Goals and Objectives
- Public Involvement Plan
- Stakeholder Interview Questions

The second meeting will cover initial efforts completed in Tasks 2 and 3 to include:

- Review of Early Outreach and Efforts summarized in the Public Involvement Tech Memo
- Initial Findings from the Existing Conditions and Trend Analysis

The third meeting will follow a separate Workshop focused on developing the Goals and Objectives for the Study. Topics to be covered during this meeting include:

- Review of the Existing Conditions Memo
- Results of the Goals and Objectives Workshop along with Task 4 Tech Memo
- Discussion of Transit Needs and Alternatives

The fourth and final meeting will focus on the Study recommendations and will include discussion of the Task 5 Tech Memo and Final Report preparation.

Meeting Summaries and key takeaways from the TAG meetings will be included in the Public Involvement Tech Memo.

Subtask 2.3: Stakeholder Interviews

Perceptions and attitudes about public transportation and mobility needs will be gathered from key selected stakeholders and leaders in the city. Up to ten (10) key stakeholder interviews will be held. The Consultant will work with City Staff to identify appropriate stakeholders to include on an interview list. Once the list is finalized, the Consultant will then schedule and conduct interviews using a script of structured questions that will be developed and submitted to City Staff and the TAG for review prior to the first interview.

The Consultant will maintain flexibility in working with City Staff on the selection of interview candidates, with an anticipated focus on elected officials (who may not be able to participate in group outreach events because of meeting laws) and other critical decision-makers who can influence funding support decisions for local transit. If it is the case that 10 interviews are not necessary, the remaining ones can be converted to other outreach.

Stakeholders will be given the option of participating via telephone interview if this method fits better in terms of schedule. After completion of the interviews, a draft summary of the results will be prepared for inclusion with the rest of the Public Involvement Tech Memo.

Subtask 2.4: Community Workshops

Up to three (3) community workshops will be conducted early in the process to educate attendees about the Study and collect input on mobility gaps and unmet needs using surveys and other activities. Scheduling will be coordinated with City Staff to plan and schedule each meeting and identify appropriate venues. To maximize opportunities for citizen participation, locations will be selected throughout the city to ensure geographic coverage and, to the extent possible, piggyback on other community events to ensure turnout. The meetings will be held at different times (day and evening) to accommodate a variety of work and personal schedules.

City Staff will be responsible for securing venues, as necessary, and for promoting the workshops on the City and Authority websites and social media.

During the course of the study, it may be determined based on the level of public involvement and outreach that additional Community Workshops will be needed. To accommodate this, additional workshops have been included as optional services

requiring further authorization by the City. A per-meeting cost has been included with this Scope of Services as part of the optional meetings section.

Takeaways and findings from these community workshops will be documented in the Public Involvement Tech Memo.

Subtask 2.5: Transit Rider Survey

A sampled survey of Authority services will be conducted to obtain information related to the attitudes, preferences, and habits of current riders. Specifically, riders will have a chance to provide information and input through a combination of on-board, intercept, and/or telephone surveys. The specific survey methodology and implementation will be coordinated with staff to ensure that study objectives are met, and data collection efforts are efficiently integrated with service operations.

The survey form will be developed in conjunction with City Staff and the TAG. This will help ensure that appropriate topics are covered, such as travel behavior, origin/destination, demographics, and suggested improvements. We also will work with City Staff to determine the need for any alternative language surveys (e.g., Spanish).

Survey responses will be summarized and included in the Public Involvement Tech Memo.

Subtask 2.6: Public Online Survey & Virtual Room

To better understand the needs and concerns of the general public, and specifically people who do not use transit currently and/or cannot participate in other outreach events, we will conduct an online survey. Development of the survey will be coordinated with City Staff and the TAG with its primary focus on identifying mobility needs in the community. The survey will be administered via the project's Virtual Meeting Room that will serve as a project webpage that will be linked to the City and Authority websites. We will make residents aware of the site and the survey opportunity through various means and outlets, such as notices on the buses, press releases, social media blasts, etc. We will review the virtual meeting room platform with staff before it goes live.

A Virtual Meeting Room will be developed as a method for providing continual communication to the public regarding the Study. Project materials, such as PowerPoint presentations, fact sheets, informational boards, technical reports, surveys, and sign-in sheets will be accessible to the public in this on-demand format.

Results from the Public Survey as well as statistics on the use of the Virtual Meeting Room will be compiled and included in the Public Involvement Tech Memo.

Subtask 2.7: Discussion Group Workshops

Two (2) invitation-based discussion group workshops will be conducted to support the involvement of key business and community leaders who are not part of the Stakeholder Interviews to obtain additional input into the Study process.

Between 8-12 participants will be the target audience for each of these small setting workshops that permit more in-depth discussion about issues and needs. The workshops will be held at accessible venues coinciding with existing transit services. To generate interest and participation, we will work with City Staff and the TAG to identify and invite potential participants to each workshop. This coordination also includes the selection and scheduling of the venues for the workshops. Potential workshop candidates may include members from the business, health, social service, transportation disadvantaged, older adult, religious, and education communities, as well as local chambers of commerce, the local tourism bureau, and active advocacy groups (e.g., veterans, disability, mental health, neighborhood associations, etc.). Participation at these workshops by members of the TAG is encouraged as their time allows.

During the course of the study, it may be determined based on the level of outreach and involvement that additional Discussion Group Workshops will be needed. To accommodate this, additional workshops have been included as optional services requiring further authorization by the City. A per-meeting cost has been included with this Scope of Services as part of the optional meetings section.

Takeaways and findings from these discussion group workshops will be documented in the Public Involvement Tech Memo.

Subtask 2.8: Public Meetings

Similar to the community workshops held early in the Study process, two (2) public meetings will occur later in the planning process, after preparation of the draft Transit Master Plan Report, to gather input on the proposed alternatives and recommendations included in the draft plan. These meetings will use a variety of activities and methods to appropriately engage attendees. The draft plan will be made available online in the project's Virtual Meeting Room for public review prior to these meetings.

The Consultant will coordinate with City Staff to plan and schedule each of the meetings to target appropriate venues. To maximize opportunities for citizen participation, locations will piggyback on other community events to the extent possible to ensure turnout. As feasible, the meetings also will be held at different times (day and evening) to accommodate a variety of work and personal schedules. City Staff will be responsible for securing the sites selected, as necessary, and for advertising and promoting the meetings.

During the course of the study, it may be determined based on the level of public outreach and engagement that additional Public Meetings will be needed. To accommodate this, additional meetings have been included as optional services requiring further authorization by the City. A per-meeting cost has been included with this Scope of Services as part of the optional meetings section.

Takeaways and findings from the public meetings workshops will be documented in the Public Involvement Tech Memo.

Subtask 2.9: Transit Operator/Staff Meetings

A transit agency's operators and staff are immersed in the provision of its transit services every day. This makes both groups valuable assets for vetting rider input and for providing important insights into route-level and system network issues related to operations, safety, scheduling, etc.

We will make use of this asset by setting up on-site open houses at the Authority's operating facility to be able to informally talk with transit staff and operators and get their thoughts and insights on existing services, potential enhancements, and often-heard rider needs and complaints. If service operations impact the viability of this in-person meeting method, then an operator/staff survey will be developed and distributed to staff to collect static responses from this group instead.

A summary of the comments and responses from the operator and staff engagement will be included in the Public Involvement Tech Memo.

Subtask 2.10: Social Media & Online Project Materials

So that members of the general public can participate in the study without having to attend any public meetings, we also will work with the City and Authority to prepare summary project information at key milestone stages of the effort for inclusion in the Virtual Meeting Room that will be connected to the City and other websites, as feasible.

Similar text and project links also will be developed for related social media purposes for the key social media outlets currently being used by the City and Authority.

Once most of the initial engagement activities have been completed (i.e., everything up to the final public meetings), we will draft a technical memorandum to summarize the results from the interviews, workshops and surveys. The draft report will be submitted in electronic format to City Staff and the TAG for review. All relevant comments received will be addressed in a final version of the interim document, which subsequently will be incorporated into the full draft study report.

Task 2 Deliverables

- Draft Public Involvement Plan
- Final Public involvement Plan

- Agenda, Presentations, and Summary of TAG Meetings (up to 4)
- Stakeholder Interview Questions
- Facilitation of Community Workshops (up to 3)
- Community Workshop Meeting Announcements, Flyers, and Social Media Content
- Transit Rider Survey
- Online Public Engagement Survey
- Virtual Meeting Room and Related Content
- Facilitation of Discussion Group Workshops (up to 2)
- Facilitation of Public Meetings (up to 2)
- Transit Operator/Staff Interviews
- Draft Tech Memo of Public Involvement Activities
- Final Public Involvement Tech Memo

Task 3: Inventory & Assessment of Existing Conditions Trends

A critical first step in the planning/analysis effort is to gain an understanding of two key factors: how transit is performing and the context in which the services are operating. Hence, this task focuses on examining the demographic, socioeconomic, and operating contexts of the Authority's service area, the current performance of its services, and the planning and policy framework within which it functions. It also seeks to highlight a peer and trend performance analysis for the Authority and several of its peer agencies.

Subtask 3.1: Existing Operating Environment Analysis

We will collect appropriate local data to document and assess the pertinent conditions under which the Authority provides its services. This review will help us better understand the current environment in which the system operates and will supply critical base data needed for other tasks. The documentation process will include tables, maps, and graphics that describe and illustrate the operating environment within the Franklin service area. Coordination will occur with City Staff and other local agencies, as necessary, to identify the best local information for current conditions. Secondary sources will be used as available (e.g., 2020 Census, current American Community Survey Five-Year Estimates data, American Housing Survey, Longitudinal Employer-Household Dynamics, etc.). Examples of information to be compiled from existing sources, as available, include:

- Physical description of service area
- Population characteristics and trends
- Demographic characteristics and trends
- Housing, employment, and related densities
- Current and future land use and densities
- Major activity centers, key corridors, and trip generators
- Travel demand patterns, and commuting trends
- Roadway and traffic conditions
- Supportive bicycle and pedestrian facilities
- Other conditions as available and beneficial for additional context

Subtask 3.2: Latent Demand Analysis

Since an important aspect of any transit planning process is to ensure that the resulting future vision for transit accommodates areas within the operating environment that are not served (or are underserved), yet have latent ridership demand for transit services, the demographic analysis also will involve a latent demand analysis to identify areas in the City where the population is either unserved or underserved by transit based on the levels of service provided. The latent demand analysis will use a number of innovative and transit-specific planning and market analysis tools that assist in identifying transit-supportive populations, trip destinations and travel markets. These tools include the following:

- Transit Orientation Index (TOI)

- Density Threshold Assessment (DTA)
- Activity Center Analysis (evaluation of trip activity and destinations)
- Travel Flow Analysis

As part of the Greater Nashville region and to identify potential opportunities for connecting with the transit services provided by WeGo, readily available information regarding regional ridership or recent survey results will be included as part of the latent demand analysis. Additional efforts to identify regional service delivery options will include outreach efforts through the Transit Rider and Public Online surveys.

Subtask 3.3: Existing Services Analysis

Historic and current data regarding service levels and ridership for the agency's existing fixed-route, and paratransit services will be collected. This data will be analyzed and the results integrated into the rest of the service analysis. It is anticipated that National Transit Database (NTD) reports will be used as needed to ensure analysis of consistent and validated data. As available, we also will make use of data reporting from any existing technology to understand stop level activity for transit boardings and alightings (e.g., automatic passenger counters, electronic registering fareboxes, etc.). We anticipate collecting and reviewing the following information, depending on availability:

- Route/system-level operating statistics
- Existing ridership (fixed route and ADA trip-pairs)
- Fare structure and farebox data
- Prior rider surveys/profiles
- Route/system-level financial information (including local funding sources)
- Transit technology applications
- Available mapping of existing network (GTFS)
- Recent and planned service changes (locally and in region)

We also will evaluate the quality of fixed-route transit services to help identify where it is robust relative to mobility need and where service is not. We will look at current and planned services and service levels. Indicators that will be part of this particular analysis include:

- Transit network coverage using a ¼-mile and ¾-mile rider catchment buffers
- Service span by day of week
- Headway (frequency) by route, time of day, day of week
- Ridership boardings by bus stop and load factors (APC data)
- Paratransit trip-pair origins and destinations

It will be critical to examine bus stop-level ridership (and other route segment-level data) to determine whether there are route segments that could or should be modified, discontinued, or potentially replaced with microtransit services. If such data are not readily available, we will work with an APC technology partner, UTA, to lease and temporarily install portable APC systems on the Authority's buses for a set period of not less than a month.

This will allow us to have access to a full complement of APC ridecheck data by route and at the bus stop level for service. Additionally, since we are well-versed in the use and application of the Remix planning software, we will make extensive use of Benesch's license for this tool to help analyze fixed-route transit services, assess related data, and develop scenarios later in the planning process to show impacts of alternative solutions.

Using the data collected from the agencies, NTD, and technology systems, we also will examine key operational performance measures to assess each fixed route and the systemwide network. This examination is expected to include the following performance indicators and measures:

- On-time performance
- Ridership and load factors

- Productivity (boardings/vehicle revenue hour)
- Cost-effectiveness (operating cost/passenger boarding)
- Revenue hours (by route and systemwide)
- Operating costs (total and cost/revenue hour) by route and systemwide
- Vehicles operated in maximum service

The results of this analysis also will provide a basis for quantifying the impacts of potential service changes on costs, ridership, and performance. The examination of local paratransit services also will be conducted. This will be done to assess performance, as well as potentially determine opportunities to reduce these costs in some areas through the commingling of riders on newly-added microtransit services. Key operational performance measures to be examined include:

- Time on board
- Ridership
- Average trip length and duration
- Productivity (boardings/vehicle revenue hour)
- Cost-effectiveness (operating cost/passenger boarding)
- Revenue hours
- Operating costs (total and cost/revenue hour)
- Vehicles operated in maximum service

Subtask 3.4: Local Plans & Policies Review

Recent local plans and studies that may have a direct bearing on the considerations for city (and regional) public transportation services will be collected and reviewed. This may include plans for the 2015 Cool Springs Multimodal Transportation Study, the 2017 Franklin Transit Study, and the Authority's Zero Emission Transition Plan Study, among others. Through coordination with the Authority and the TMA Group, as the transit operator, requests for additional efforts, including TDM outreach efforts or other recently completed studies/plans, will be made as part of the data needs list in Task 1. Key goals of this process are to enhance the project database with additional information that will benefit subsequent analyses and to compile any existing transit-related city and/or community goals, objectives, and/or policies. Additionally, we will work with City Staff to identify and consider any recent requests for additional (new), extended (temporal), and/or expanded (geographical) transit services within the city or its surrounding environs to ensure that they are considered with other analytical results.

Subtask 3.5: Trend & Peer Review Analysis

We also will prepare a summary trend and peer review analysis of up to four (4) other transit agencies that are similar to the Authority in terms of agency scale and operating conditions. It is expected that Middle Tennessee Regional Transportation Authority will serve as one of the peer systems. Other potential peers will be selected using up-to-date NTD information and a peer selection methodology (based on the basic precepts in TCRP Report 141) we have developed for this purpose. The candidate agencies will be reviewed with City Staff and the TAG for approval before conducting the assessment. Once we have an approved set of agencies, we will use specific key performance metrics to complete a five-year trend analysis and a current-year peer review analysis for the fixed-route services operated by the five agencies and summarize the resulting findings.

Subtask 3.6: Technical Memorandum – Existing Conditions Trends

After completion of this task, we will draft a technical memorandum to summarize the results from the existing conditions, latent demand, service data analyses, local plans review, and peer and trend analyses. The draft report will be submitted in electronic format to City Staff and TAG for review. All relevant comments received will be addressed in a final version of the interim document, which subsequently will be incorporated into the full draft study report.

Task 3 Deliverables

- Draft Existing Conditions, Trends and Peer Analysis Technical Memo
- Final Existing Conditions, Trends and Peer Analysis Technical Memo

Task 4: Goals, Objectives & Performance Metrics

To develop an overall vision and related goals and objectives for transit in the community, a workshop will be held with the TAG and City Staff. A series of recommended performance metrics for each objective will be developed for measuring future success over time. A set of service standards will also be developed for use in tracking service performance and guiding future service implementation and resource allocation decisions.

Subtask 4.1: Technical Advisory Group Workshop

A workshop, lasting no longer than ½ day in length, with the TAG and City Staff will be convened for the purpose of developing a logical transit vision and related goals and objectives for the City and Authority. In advance of the workshop, meeting materials that will help explain and facilitate the process will be developed and provided to the TAG for preparation purposes. Alternatively, this workshop can be formatted as a working session with the Authority’s Board or the Board of Mayor & Aldermen (BOMA), if desired by City Staff and the TAG.

Subtask 4.2: Transit Vision, Goals & Objectives

This task includes the identification and compiling of existing information regarding the local vision and/or goals for public transportation in the community. Available material related to the transit vision and/or goals will provide a beneficial starting point for the process to develop a new vision, goals, and objectives for this element. Additionally, a review of completed public engagement activities will be conducted to identify major themes, concepts, and focus areas to further inform this process. Using this available information, initial concepts for a vision statement as well as conceptual goals and objectives will be crafted.

This initial information will be packaged with the introductory materials developed for review by the TAG prior to the workshop. After the workshop, we will take the input and draft the full transit vision, goals, and objectives in a more complete, but still draft format. This draft then will be shared with City Staff and the TAG for final review and approval.

Subtask 4.3: Performance Metrics for Objectives

Once the objectives have been finalized as part of the prior subtask, next we will develop draft performance metrics (typically known as standards) that will help make the attainment of each objective more measurable over time. The metrics may consider key performance topics such as safety, equity, efficiency, and productivity, among others. They also will include scalable thresholds by which performance can be assessed. The draft metrics (and their respective thresholds) will be provided to City Staff and the TAG for review and approval.

Subtask 4.4: Performance Monitoring Program

Besides having goals and objectives that can be assessed over time, it is important for transit agencies also to have functional performance monitoring programs. These programs, comprised of a series of service measures and standards, are critical in staff being able to track the performance, efficiency, and effectiveness of their transit services over time. They also are beneficial in evaluating the impacts of new services and/or service changes after they have been implemented. To this end, we will develop a conceptual monitoring program that will include key performance indicators (KPIs) and thresholds, ensuring that the included metrics utilize readily available service data from the agency’s NTD data collection and reporting processes. The draft program will be provided to City Staff and the TAG for review and finalized after input is received.

Subtask 4.5: Technical Memorandum – Goals, Objectives & Performance Metrics

A draft technical memorandum that summarizes results from developing the transit vision, goals and objectives, performance metrics, and service standards will be prepared. The draft memo will be submitted in electronic format to City

Staff and the TAG for review. All relevant comments received will be addressed in a final version of the interim document, which subsequently will be incorporated into the full draft study report.

Task 4 Deliverables

- Facilitation of the TAG Workshop
- Preparation of Initial Vision, Goals, and Objectives Concepts
- Workshop Materials
- Draft Goals and Objectives Tech Memo
- Final Goals and Objectives Tech Memo

Task 5: Transit Plan Development

Developing the transit plan will use the engagement input and prior analyses of existing conditions, services, and latent demand to identify mobility gaps and needs in the community, and then prepare appropriate transit alternatives to help address them. Additionally, a related financial analysis will be completed to examine existing costs and revenues, as well as potential future sources of additional funding that may be considered so that a corresponding financial plan can be developed for the Study. The strategic vision plan for the City will be compiled with guidance and input from City Staff and the TAG and will contain guidance on the implementation of the plan.

Subtask 5.1: Transit Needs Identification

The work of previous tasks, particularly the results of the engagement activities, will be critical in the assessment of potential future transit service and capital/infrastructure improvement needs. We will use this information in conjunction with local conditions data to evaluate the need for new, improved, modified, and/or expanded transit service, as well as other related enhancements that may be necessary to bolster mobility in the city. The latent demand related analyses discussed previously will be used as part of this process to assess local traditional and discretionary transit markets and help identify potential target markets for service improvements. Other considerations may include the potential for additional regional connectivity, as well as any new capital needs and/or other recommendations resulting from the recent Zero Emission Transition Study plan.

Subtask 5.2: Transit Improvement Alternatives

A menu of transit improvement alternatives will be developed to bridge the gap between the identified needs and the currently-available services in the city and region. The goal for developing these alternatives will be to best meet the desired long-term vision for public transportation services over the next decade. Possible alternatives that may be considered could include the following:

- Route/network modifications
- Operating characteristics changes
- New fixed/microtransit/circulator service introduction
- Connections to regional transit service (WeGo)
- Specific capital/facility improvements
- Enhanced TNC coordination

Initial development of alternatives will not consider cost, at least not until the full range of alternatives developed has been reviewed and approved by City Staff and the TAG. After this review, the advanced alternatives will be prioritized using an evaluative process (and guidance from City Staff and the TAG) and the complete set then will be reviewed within the context of the City's current fiscal realities for transit so that a realistic "resource-constrained" list of priority improvements can be used to formulate a Cost Feasible (or funded) Plan for the Study.

Subtask 5.3: Phased Recommendations

After identifying and prioritizing an appropriate range of alternatives to meet the identified public transportation improvement needs over the next decade, a corresponding series of specific recommendations will be prepared with logical phasing over a 10-year period and accommodation for Short-Term (within 1-2 years), Medium-Term (within 3-5 years), and Long-Term (within 6-10 years and potentially beyond) implementation stages. Following are the three key implementation stages for phasing:

Short-Term Recommendations – could include enhancements for existing transit services, new services, necessary capital/infrastructure improvements, and other recommended items that are higher priority, easier to implement, and/or lower-cost or cost-neutral in nature to facilitate implementation in the more immediate future.

Medium-Term Recommendations – some recommendations will be developed that either are not as immediate in terms of priority or need or are sufficiently extensive enough to require some level of additional planning and time to implement. As a result, such medium-term improvements are expected to be accommodated over the next 3-5 years of the implementation time frame.

Long-Term Recommendations – these recommendations may necessitate changes in existing policies or operational philosophy that will require a greater period of time to introduce (e.g., significant expansion of existing services, introduction of new technologies, re-visioning of existing fixed-route network, etc.). In addition, some of the recommended changes may involve proposed alternative service types and levels of service for public transportation in the city or even new services to better connect with the rest of the surrounding region.

Subtask 5.4: Existing Transit Budget Review

We will work with City Staff to acquire, review, and understand the City's current budget allocation for all local public transportation services. This will include a look back at the historical trend for costs and revenues since service startup, and consideration of the City's projections for future revenue streams that may be available to support service growth. This budget information will help establish the basis for completing the Study's financial plan.

Subtask 5.5: Funding Sources Assessment

Identification of potential funding sources will be used to support recommendations included in the implementation plan for which there are insufficient or no current fiscal resources. To this end, we will consider existing operating and capital funding sources identified during the assessment of the current City transit budget and finances, as well as past sources (if any) that were used previously or considered for use. Additionally, other potential funding sources that are relevant to transit will be identified. National- and state-level documentation on potential funding sources for transit, such as any Tennessee Department of Transportation resources and the Transit Cooperative Research Program's (TCRP) Local and Regional Funding Mechanisms for Public Transportation, will be reviewed for this purpose. This due diligence will ensure that a broad range of federal, state, and local funding sources have been identified for possible consideration, including the Congestion Mitigation and Air Quality Improvement (CMAQ) Program and Surface Transportation Block Grant Program (STBG).

Based on the range of potential funding sources that are identified, we will highlight potential advantages and disadvantages of each source for the purpose of Franklin's needs. The focus of this assessment primarily will be on the key issues that are inherent for each source, especially those available to support operations. From this assessment, it is anticipated that a subset list of the most applicable transit funding alternatives to consider for future transit service needs will result. This subset of more realistic funding sources then will be reviewed and evaluated for benefits, ease of implementation, documented success, and potential barriers to use, thereby providing staff with guidance on the most appropriate funding targets for the Study's recommended future improvements, regardless of whether they are local, state, or federal in nature.

Subtask 5.6: Implementation Plan

Using information from the prior subtasks, we will combine the suggested service-related enhancements for the three implementation periods to form a comprehensive and operationally-feasible program for staged transit service improvement and growth in the City of Franklin. This strategic program also will include recommendations for the replacement and/or improvement of related transit capital equipment during this period to maintain State of Good Repair, as well as any other capital and/or technology needs. The result will be a 10-year, phased, logical implementation plan that will identify the best set of options for serving mobility demand and needs in the city and the surrounding region through 2035. The plan also will provide appropriate guidance and agency roles for carrying it out.

Subtask 5.7: Financial Plan

To complement the implementation plan, a corresponding financial plan will be prepared for the 10-year time frame. This plan will identify the annual projected operating and capital costs of maintaining the existing Franklin Transit system based on current budget experience and anticipated ongoing revenue streams. It then will add the estimated operating and capital costs of implementing the phased recommended service and capital improvements over the life of the plan, based on appropriate unit costs. For the financial plan, all costs and revenues will be presented in current-year dollars and inflated for year of expenditure, with full assumptions outlined and documented. Additionally, the financial pro forma spreadsheet we will develop for this purpose will be based in Microsoft Excel and will be user-friendly with identified data entry cells so that staff will be able to use it over the course of the plan's implementation for operating and capital cash flow planning, as well as scenario planning for potential new and/or increased revenue sources.

Subtask 5.8: Technical Memorandum – Transit Plan Development

After completion of this task, we will draft a technical memorandum to summarize the results from the process to identify mobility needs, develop potential alternative solutions to address the needs, prioritize the preferred alternatives to prepare and phase recommendations, and develop the Study's implementation and financial plans. The draft report will be submitted in electronic format to staff and the TAG for review. All relevant comments received will be addressed in a final version of the interim document, which subsequently will be incorporated into the full draft study report.

Task 5 Deliverables

- List of Capital and Transit Service Needs
- Draft and Final List of Prioritized Alternatives
- Phased List of Recommendations
- Potential Revenue Source List with Opportunities and Constraints
- Phased Implementation Plan of Recommendations
- 10-year Financial Plan for Capital and Operating Needs
- Draft Transit Plan Technical Memorandum
- Final Transit Plan Technical Memorandum

Task 6: Final Documentation

As tasks are completed throughout the TMP effort, the Consultant will begin compiling the resulting data collection, analyses, engagement, identified needs, and proposed recommendations into draft technical memoranda that will be shared and discussed with City Staff and the TAG to ensure that appropriate progress is being made during the planning process. These technical memoranda will comprise the key chapters of the final Transit Master Plan Report, as well as provide the key information that will be presented to highlight the resulting vision for the City and Authority.

Subtask 6.1: Draft & Final Transit Master Plan Report

The task-related technical memoranda developed throughout the planning effort will be compiled into a complete, draft Transit Master Plan Report. This document will include the 10-year implementation and financial plans, as well. This draft will be submitted to City Staff and the TAG as an electronic copy (PDF) for review and comment.

Once the Draft Report has been reviewed and accepted by City Staff and the TAG, any comments provided will be addressed and the document will be finalized. A total of five bound color copies and one unbound, print-ready color copy of the Final Report will be produced and submitted to staff for use and dissemination. In addition, one USB drive containing all pertinent Study documentation in Microsoft Office, ArcGIS, and Adobe Acrobat (PDF) formats will be prepared, including the draft and final reports, graphics, data, and maps and associated GIS shapefiles.

Subtask 6.2: Draft & Final Executive Summary

Based upon the Final Report, a concise Executive Summary document will be developed for more widespread dissemination purposes. The Draft Executive Summary, which will contain key highlights from the full Study Report, will be provided to City Staff and the TAG as an electronic copy (PDF) for review and comment. Based on input received, comments will be addressed and a Final Executive Summary will be produced. A total of 25 bound color copies of the Final Executive Summary will be produced and submitted to City Staff for use and dissemination. Electronic copies of both the Draft and Final Executive Summary documents will be included on the submitted USB drive, as well.

Subtask 6.3: Presentations

During the course of the Study, a progress presentation will be made to the Authority's Board and the BOMA. The timing and content of this presentation is intended to coincide with the second TAG meeting. To complete delivery of the Study findings and recommendations, we also anticipate that a final presentation will be made to the Authority's Board and the BOMA to gain acceptance of the final plan. To accommodate these needs, we have budgeted four in-person presentations. The Consultant will work with City Staff to identify the appropriate content and timing of the presentations based on the intended audience.

For the presentations, a user-friendly, graphical PowerPoint slideshow will be developed to summarize the outreach and analysis efforts for the progress presentation, and the final recommendations of the Study for the final presentation. A draft slideshow of each presentation will be submitted electronically to staff for initial review and comment prior to the presentation. The finalized presentation also will be provided with the final electronic Study project materials on the USB drive.

Additional presentations may be requested by City Staff during the Study. To accommodate this, additional presentations have been included as optional services requiring further authorization by the City. A per-presentation cost has been included as part of the optional meetings task.

Task 6 Deliverables

- Draft Transit Master Plan
- Draft Executive Summary
- Final Transit Master Plan (6 printed copies)
- Final Executive Summary (25 printed copies)
- Electronic Copies of Pertinent Study Documents on USB
- Study Progress Presentations
- Final Transit Master Plan Presentations

PROJECT SCHEDULE

A detailed work plan and project schedule will be developed as part of Task 1. All work is anticipated to be completed within 12 months of the Notice to Proceed as illustrated in Attachment A: Preliminary Project Schedule on the following page. During development of the project schedule, the Consultant will work with City Staff to identify a target date for the final presentation to ensure feasibility of the 12-month schedule timeline.

PROJECT BUDGET

A man-hour estimate for the above Scope of Services, including direct expenses, has been prepared for the sole purpose of establishing the maximum upset limit for this Task Work Order not to exceed \$245,862 plus optional services as requested. The City will compensate the Consultant a maximum fee of \$222,522 for the above Tasks on a LUMP SUM basis for the labor portion of the fee plus direct expenses not to exceed \$23,340 summarized below and detailed in Attachment B.

The maximum travel expense amount of \$8,840 will support a total of 16 task-related trips that will cover an estimated 39 person-days of travel within and to/from the City of Franklin and the surrounding region. These travel expenses are based on prevailing 2025 lodging and per diem rates for the Brentwood/Franklin region of Williamson County, per the U.S. General Services Administration website, as well as typical average airfare rates to/from the city and the IRS's current accepted mileage reimbursement rate for personal vehicle travel.

Project Fee Summary

Fee Category	Fee Amount
Benesch Labor	\$175,136
Varallo PR Labor (DBE %)	\$47,386 (21.3%)
Total Labor	\$222,522
APC Lease	\$10,000
Surveyors for Rider Survey	\$2,500
Printing / Communication	\$2,000
Travel Related Expenses	\$8,840
Total Reimbursable Expenses	\$23,340
Total Maximum Fee	\$245,862

At the end of each month during the project, we will estimate the proportion of work completed for the tasks/subtasks on which we worked during the month and then bill accordingly based on the established hours, rates, and reimbursable expenses included in our proposed budget (Attachment B). The project invoice for each billing will be accompanied by a detailed monthly progress report that will highlight all the work completed for the given month, as well as the work that is anticipated to be undertaken in the following month.

OPTIONAL MEETINGS

To facilitate additional meeting requests during the Study, a series of meeting types and formats can be made available to the City through the use of optional or additional services. Consistent with the fee schedule, an average number of hours and a cost per meeting have been established as detailed in Attachment C. Travel expenses associated with these meetings are established as a maximum amount to be billed consistent with the prevailing U.S. General Services Administration and the IRS, as described previously.

Attachment A: Preliminary Project Schedule

Task #	Task Description	2025												2026				
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July				
1	Project Management																	
1.1	Project Management Plan																	
1.2	Kickoff Meeting																	
1.3	Project Administration																	
2	Public Involvement																	
2.1	Public Involvement Plan																	
2.2	Technical Advisory Group Meetings																	
2.3	Stakeholder Interviews																	
2.4	Community Workshops																	
2.5	Transit Rider Survey																	
2.6	Public Online Survey & Virtual Room																	
2.7	Discussion Group Workshops																	
2.8	Public Meetings																	
2.9	Transit Operator/Staff Meetings																	
2.1	Social Media & Online Project Materials																	
2.11	Tech Memo – Public Involvement																	
3	Inventory & Assessment of Existing Conditions Trends																	
3.1	Existing Operating Environment Analysis																	
3.2	Latent Demand Analysis																	
3.3	Existing Services Analysis																	
3.4	Local Plans & Policies Review																	
3.5	Trend & Peer Review Analysis																	
3.6	Tech Memo – Existing Conditions Trends																	
4	Goals, Objectives & Performance Metrics																	
4.1	Technical Advisory Group Workshop																	
4.2	Transit Vision, Goals & Objectives																	
4.3	Performance Metrics for Objectives																	
4.4	Performance Monitoring Program																	
4.5	Tech Memo – Goals, Objectives & Performance Metrics																	
5	Transit Plan Development																	
5.1	Transit Needs Identification																	
5.2	Transit Improvement Alternatives																	
5.3	Phased Recommendations																	
5.4	Existing Transit Budget Review																	
5.5	Funding Sources Assessment																	
5.6	Implementation Plan																	
5.7	Financial Plan																	
5.8	Technical Memorandum – Transit Plan Development																	
6	Final Report																	
6.1	Draft & Final Report																	
6.2	Draft & Final Executive Summary																	
6.3	Presentations																	

Legend

- Task duration
- Subtask duration
- Public involvement activity timeframe

- Monthly Status Report
- Stakeholder Interviews
- Discussion Groups
- Presentation
- PMP / PIP / Tech Memo
- Rider / Online Survey
- Draft Document
- Kickoff / TAG Meeting
- Public Workshops / Meetings
- Final Document

Attachment B: Manhour Estimate and Fee Sheet

Task Description		Benesch							Varallo		Task Totals	
		Principal / Sr Transit Specialist	Project Manager	Senior Advisor	Senior Planner	Project Planner	Planner / GIS	Admin Coord.	P.I. Lead / Principal	Sr Account Executive		
		\$227.71	\$197.15	\$293.60	\$166.21	\$140.58	\$112.22	\$91.90	\$245.00	\$211.00	Hours	Fee
Task 1	Project Management	8	16	3	2	30	8	15	2	12	96	\$15,705
1.1	Project Management Plan		2	1	2	4	4	1			14	\$2,123
1.2	Kickoff Meeting (hybrid)	2	2	2		2	4	2	2		16	\$2,841
1.3	Project Administration	6	12			24		12		12	66	\$10,741
Task 2	Public Involvement	22	70	19	48	98	100	17	70	122	566	\$101,819
2.1	Public Involvement Plan	1	2	1				1	4	6	15	\$3,254
2.2	Technical Advisory Group (up to 4 mtgs)	6	10	6	4	12	16	4	8		66	\$11,574
2.3	Stakeholder Interviews (up to 10)	8	8		6	8	12	2	8	12	64	\$11,543
2.4	Community Workshops (up to 3)		12		2	24	2	2	12	16	70	\$12,796
2.5	Transit Rider Survey	2	4		24	10	16	2	2	24	84	\$14,172
2.6	Public Online Survey & Virtual Room	2	2		2	16	20	2	8	16	68	\$11,196
2.7	Discussion Group Workshops (up to 2)		10	10	4	8	10	2	6	8	58	\$11,161
2.8	Public Meetings (up to 2)		12		2	4	4	2	8	20	52	\$10,073
2.9	Transit Operator/Staff Meetings		4		4	6	8				22	\$3,195
2.10	Social Media & Online Project Materials	2	4			6	8		12	16	48	\$9,301
2.11	Technical Memorandum – Public Involvement	1	2	2		4	4		2	4	19	\$3,554
Task 3	Inventory & Assessment of Existing Conditions Trends	10	12	2	26	64	82	2	0	0	198	\$27,935
3.1	Existing Operating Environment Analysis	2	2		4	16	20				44	\$6,008
3.2	Latent Demand Analysis	2	2		4	12	16				36	\$4,997
3.3	Existing Services Analysis	2	2		12	16	20				52	\$7,338

Task Description		Benesch							Varallo		Task Totals	
		Principal / Sr Transit Specialist	Project Manager	Senior Advisor	Senior Planner	Project Planner	Planner / GIS	Admin Coord.	P.I. Lead / Principal	Sr Account Executive		
		\$227.71	\$197.15	\$293.60	\$166.21	\$140.58	\$112.22	\$91.90	\$245.00	\$211.00	Hours	Fee
3.4	Local Plans & Policies Review	1	2		2	6	8				19	\$2,696
3.5	Trend & Peer Review Analysis	2	2		2	10	12				28	\$3,935
3.6	Technical Memorandum – Existing Conditions Trends	1	2	2	2	4	6	2			19	\$2,961
Task 4	Goals, Objectives & Performance Metrics	9	14	11	12	28	34	4	0	0	112	\$18,154
4.1	Technical Advisory Group Workshop	2	6	6	2	4	6	2			28	\$5,152
4.2	Transit Vision, Goals & Objectives	2	2	1	2	8	10				25	\$3,723
4.3	Performance Metrics for Objectives	2	2	1	2	6	8				21	\$3,217
4.4	Performance Monitoring Program	2	2	1	4	6	6				21	\$3,325
4.5	Technical Memorandum – Goals, Objectives & Performance Metrics	1	2	2	2	4	4	2			17	\$2,737
Task 5	Transit Plan Development	23	26	12	38	64	86	4	4	0	257	\$40,199
5.1	Transit Needs Identification	4	4		8	12	16		4		48	\$7,492
5.2	Transit Improvement Alternatives	4	4	4	8	12	16				48	\$7,686
5.3	Phased Recommendations	2	2	2	4	6	8				24	\$3,843
5.4	Existing Transit Budget Review	2	2		4	8	10	2			28	\$3,945
5.5	Funding Sources Assessment	2	4		4	8	12				30	\$4,380
5.6	Implementation Plan	4	4	2	4	6	8				28	\$4,693
5.7	Financial Plan	4	4	2	4	8	12				34	\$5,423
5.8	Technical Memorandum – Transit Plan Development	1	2	2	2	4	4	2			17	\$2,737

Task Description		Benesch						Varallo		Task Totals		
		Principal / Sr Transit Specialist	Project Manager	Senior Advisor	Senior Planner	Project Planner	Planner / GIS	Admin Coord.	P.I. Lead / Principal			Sr Account Executive
		\$227.71	\$197.15	\$293.60	\$166.21	\$140.58	\$112.22	\$91.90	\$245.00	\$211.00	Hours	Fee
Task 6	Final Documentation	8	26	6	10	22	26	20	2	0	120	\$18,710
6.1	Draft & Final TMP	4	4	2	4	8	10	8	2		42	\$6,424
6.2	Draft & Final Executive Summary	2	2	2	2	6	8	12			34	\$4,613
6.3	Presentations	2	20	2	4	8	8				44	\$7,673
	Total Direct Labor	80	164	53	136	306	336	62	78	134	1,349	\$222,522

Summary of Reimbursable Expense

Task	Description	Flights @ \$500	Hotel @ \$130	Per Diem @ \$65	Car Rental @ \$70	Mileage @ \$0.70	Incidentals	Printing	Total
1.2	Kick-off Meeting		\$130	\$195		\$385	\$100		\$810
2.2	TAG Meetings		\$260	\$390		\$840	\$400		\$1,890
2.3	Stakeholder Interviews						\$100		\$100
2.4	Community Workshops	\$500	\$260	\$455	\$210	\$70	\$400		\$1,895
2.5	Transit Rider Survey	\$500	\$520	\$520	\$350	\$105	\$100		\$2,095
2.7	Discussion Group Workshops		\$130	\$130		\$350	\$100		\$710
2.8	Public Meetings			\$260		\$70	\$200		\$530
4.1	Goals & Objectives Workshop		\$130	\$130		\$350	\$100		\$710
6.3	Presentations						\$100		\$100
	Printing and Document Preparation							\$2,000	\$2,000
Total Not to Exceed Fee									\$245,862

Attachment C: Cost of Optional Meetings Requiring Further Authorization

<i>Task</i>	Meeting Type	Hours	Labor Cost	Travel Related Expense					Cost Per Meeting
	Community Workshop	24	\$4,200	\$965					\$5,165
	Discussion Group Workshop	30	\$5,600	\$545					\$6,145
	Public Meeting	26	\$5,000	\$200					\$5,200
	Presentation	10	\$2,000	\$0					\$2,000