

**AGREEMENT BETWEEN BROWARD COUNTY AND CHA CONSULTING, INC.
FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR
CONTINUING ENGINEERING AND INSPECTION ("CEI") SERVICES
FOR COUNTYWIDE TRANSIT INFRASTRUCTURE IMPROVEMENT PROGRAM (FTA)
(RFP # TRN2124559P1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and CHA Consulting, Inc., a New York corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County issued a request for proposals ("RFP") No. TRN2124559P1 for continuing engineering and inspection ("CEI") services for the countywide transit infrastructure improvement program.

B. County has met the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and has selected Consultant to perform the services stated herein.

C. Consultant is experienced in providing CEI services for transit infrastructure improvement programs.

D. County desired to engage Consultant to provide CEI services for the countywide transit infrastructure improvement program.

E. Negotiations pertaining to these services were undertaken between County and Consultant, and this Agreement incorporates the results of such negotiations.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 **Board** means the Board of County Commissioners of Broward County, Florida.

1.3 **Contract Administrator** means the Director of the County Transportation Department, the Assistant Director of the County Transportation Department, or such other person designated by the Director of the County Transportation Department in writing. The Contract Administrator is the representative of County concerning a project.

1.4 **Contractor** shall mean the person, firm, corporation, or other entity who enters into an agreement with County to perform the construction work for a project.

1.5 **CPI** means the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by County.

1.6 **Disadvantaged Business Enterprise** or **DBE** means an entity certified as meeting the applicable requirements of 49 C.F.R Part 26.

1.7 **Notice to Proceed** means a written authorization to proceed with a project, phase, or task thereof, issued by the Contract Administrator.

1.8 **Purchasing Director** means County's Director of Purchasing.

1.9 **Services** consist of the work and phases set forth in Exhibit A, Scope of Services, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services, as described in each Work Authorization applicable to a project.

1.10 **Subconsultant** means an entity or individual providing services to County through Consultant for all or any portion of the work under this Agreement. The term "Subconsultant" shall include all subcontractors.

1.11 **Work Authorization** means a document issued by County under this Agreement authorizing Consultant to perform specified professional services and detailing the terms of payment and scope of work for the services authorized.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Maximum Billing Rates
Exhibit C	Minimum Insurance Requirements
Exhibit D	Work Authorization Forms
Exhibit E	Schedule of Subconsultants
Exhibit F	FTA Supplement

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant shall provide all Services as set forth in each Work Authorization, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

3.2 This Agreement and Work Authorizations may not delineate every detail and minor work task required to be performed by Consultant to complete a project. If Consultant determines that work should be performed to complete a project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify the Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 7.1 or a Work Authorization pursuant to Section 7.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 7.3, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3 Exhibit A identifies the initial services related to this Agreement. Additional negotiations shall be required for Work Authorizations and other phases or additional services issued under this Agreement. County may select the type, amount, and timing of services under a Work Authorization executed by Consultant and County in accordance with the provisions of the Broward County Procurement Code, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Article 6. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of a project; notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other project phases from any other source.

3.4 County shall assist Consultant by placing at Consultant's disposal all information County has available pertinent to a project, including previous reports and any other data relative to a project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in the applicable Work Authorization. County shall give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any material defect in the work of Contractor or Subconsultants, or other material development that affects the scope or timing of Consultant's Services.

ARTICLE 4. WORK AUTHORIZATIONS

4.1 All work to be performed by Consultant under this Agreement must first be authorized in writing by a Work Authorization, in accordance with the requirements of this Article.

4.1.1 Before issuance of any Work Authorization, Consultant shall provide Contract Administrator with a written estimate for all charges expected to be incurred for the tasks

associated with the Work Authorization. Each Work Authorization (including as amended) may be executed on behalf of County as follows: (a) the Contract Administrator may execute any individual Work Authorization for which the cost to County is \$50,000 or less; (b) the Purchasing Director may execute any individual Work Authorization for which the cost to County is within the Purchasing Director's delegated authority (if required under the Procurement Code, any such Work Authorization shall also be executed by the County Administrator); and (c) any individual Work Authorization above the Purchasing Director's delegated authority must be approved by the Board. The sum of all Work Authorizations issued under this Agreement in any annual period must not exceed the applicable annual maximum amount stated in Section 6.1.

4.1.2 After complete execution of a Work Authorization under this Agreement, Contract Administrator will issue a Notice to Proceed for that authorized work. Consultant must not commence such work until receipt of a Notice to Proceed.

4.1.3 Any modifications to a Work Authorization will require an amended Work Authorization approved by Contract Administrator, County's Purchasing Director, or Board in accordance with the aggregate dollar limitations set forth above. Consultant's compensation will not exceed the amount approved in the Work Authorization unless such additional amount received the prior written approval from the appropriate authority.

4.1.4 All Work Authorizations must be delineated in the attached Exhibits D-1, D-2, or D-3, as applicable, or in a form substantially similar, and must contain, at a minimum, the following information and requirements:

4.1.4.1 A description of the work to be undertaken (which description must specify in detail the individual tasks and other activities to be performed by Consultant), a reference to this Agreement under which the work to be undertaken is authorized, and a statement of the method of compensation.

4.1.4.2 A budget establishing the amount of compensation, which amount will constitute a guaranteed maximum and must not be exceeded unless prior written approval of County is obtained. If County does not approve an increase in the guaranteed maximum amount, and the need for such action is not the fault of Consultant, the authorization will be terminated, and Consultant will be paid in full for all work completed to that point, but said amount will in no case exceed the guaranteed maximum amount. The information contained in the budget shall be in sufficient detail to identify the various elements of costs.

4.1.4.3 A time established for completion of the Services undertaken by Consultant or for the submission to County of documents, reports, and other information under this Agreement.

4.1.4.4 Any other additional instructions or provision relating to the work authorized under this Agreement.

4.1.4.5 Work Authorizations must be dated, serially numbered, and signed.

ARTICLE 5. TIME FOR PERFORMANCE; CONTRACTOR DAMAGES

5.1 The initial term of this Agreement is for a period of three (3) years starting from the date of full execution of this Agreement ("Effective Date") and ending at 11:59 p.m. on the day preceding the third anniversary of that date (the "Initial Term"). Beyond the Initial Term, County shall have the option, through County's Purchasing Director, to renew this Agreement, under the same terms and conditions, for up to two (2) consecutive one (1) year terms; County's Purchasing Director may exercise this renewal option by sending notice of renewal to Consultant at least thirty (30) days prior to the expiration of the then-current term. Any renewal by County's Purchasing Director shall not result in a substantive change to the Agreement's terms. Consultant shall perform the Services within the time periods specified in the Work Authorization commencing from the date of the applicable Notice to Proceed.

5.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services or any phase thereof under this Agreement and any operative Work Authorizations. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at the Contract Administrator's sole option, require Consultant to submit the itemized deliverables and documents identified in the Work Authorization for the Contract Administrator's review.

5.3 If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the Services under any Work Authorization because of delays resulting from untimely review by County or other governmental agencies having jurisdiction over a project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the Contract Administrator shall grant a reasonable extension of time for completion of the Services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of Consultant to notify the Contract Administrator in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and whenever a delay has been caused by factors outside of Consultant's control, and to inform the Contract Administrator of all facts and details related to the delay. Consultant must provide such written notice to the Contract Administrator within three (3) business days after the occurrence of the event causing the delay.

5.4 For any construction phase services authorized by a Work Authorization, if (a) Contractor fails to substantially complete a project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 6 for all Services rendered by Consultant beyond the substantial completion date.

5.5 If Contractor fails to substantially complete a project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

5.6 If Consultant is performing Services under a Work Authorization scheduled to be completed after the expiration of this Agreement, Consultant agrees to continue those Services until completion under the same terms and conditions as stated the existing Work Authorization.

ARTICLE 6. COMPENSATION AND METHOD OF PAYMENT

6.1 Amount and Method of Compensation. The total annual cumulative amount authorized for all Project Work Authorizations issued under this Agreement shall not exceed Eight Hundred Forty-two Thousand Four Hundred Dollars (\$842,400.00). The method of compensation to be paid under each individual Work Authorization will be under one or a combination of the following methods as specified in the operative Work Authorization and based upon the Salary Costs described in Exhibit B.

6.1.1 Maximum Amount Not-To-Exceed Compensation. For Services identified in the Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant shall be based upon the Salary Costs as described in Exhibit B up to a maximum not-to-exceed amount specified in the Work Authorization.

6.1.2 Lump Sum Compensation. For Services identified in the Work Authorization as payable on a "Lump Sum" basis, compensation to Consultant shall not be more than the total lump sum specified in the Work Authorization.

6.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount specified in the Work Authorization and in accordance with Article 7. Unused amounts of these Optional Services monies shall be retained by County.

6.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses as defined in Section 6.3 up to the maximum not-to-exceed amount specified in the Work Authorization. Unused amounts of those monies shall be retained by County.

6.1.5 Salary Costs. The maximum billing rates ("Maximum Billing Rates") payable by County for each of Consultant's employee categories are shown on Exhibit B and are further described in Section 6.2.

6.1.6 Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 6.2 and

Reimbursable Expenses defined in Section 6.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

6.1.7 Phased Amounts. Payments for Services shall be paid out pursuant to the project's phasing specified in the Work Authorization and shall not exceed the amount set forth in the Work Authorization. The invoiced fee amount for each phase shall be subject to retainage as set forth in Section 6.5.

6.2 Salary Costs. The term "Salary Costs" as used herein means the hourly rate actually paid to all personnel engaged directly on tasks under a Work Authorization issued under this Agreement, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to those tasks. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in the Agreement.

6.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 6.2.

6.2.2 Salary Costs for Consultant and Subconsultants as shown in Exhibit B are the Maximum Billing Rates, which are provisional, subject to audit of actual costs, and if the audit discloses that the actual costs are less than the costs set forth on Exhibit B for Consultant or any Subconsultant, Consultant shall reimburse County based upon the actual costs determined by the audit. County may withhold the amount Consultant is required to reimburse County from any payment due Consultant.

6.2.3 Unless otherwise noted, the Salary Costs stated above are based upon Consultant's "home office" rates. Should it become appropriate during the course of this Agreement that a "field office" rate be applied, then it is incumbent upon Consultant to submit a supplemental Exhibit B reflective of such rates for approval by Contract Administrator and, upon such County approval, invoice County accordingly.

6.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 6.2. If a "Safe Harbor" rate is elected for use by Consultant or

Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

6.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 6.2 remain in place.

6.2.6 The maximum hourly rates shown in Exhibit B are subject to change annually beginning on the first anniversary of the Effective Date, and for each year of this Agreement thereafter. Consultant may submit a written request for change of maximum hourly rates to Contract Administrator thirty (30) days in advance of each annual anniversary date and such request will be subject to approval by Contract Administrator. Any increase in maximum hourly rates will be limited to the lesser of the change in cost of living or three percent (3%). The increase in the cost of living shall be based on the Consumer Price Index (CPI) and shall be calculated as follows: the difference of the CPI for the current period, less the CPI for the previous period, divided by the CPI for the previous period, multiplied by 100. The CPI for the current period means the most recently published monthly index preceding the then-current anniversary date of this Agreement. The CPI for the previous period means the CPI for the same month of the prior year. All CPI indices must be obtained from the U.S. Department of Labor Table for Consumer Price Index – All Urban Consumers (Series ID CUURA320SA0) for the areas of Miami- Fort Lauderdale, FL (All Items), with a based period of 1982-84=100. If there is no change in the CPI, there shall not be an increase in the rate. Any changes to the hourly rates must be set forth on an amended Exhibit B executed by Contract Administrator and the Consultant.

6.2.7 Disclosure.

6.2.7.1 On or prior to execution of this Agreement, Consultant shall disclose (i) all Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), and (ii) any forgiveness of a loan pursuant to Section 1106 of the CARES Act ("Forgiveness").

6.2.7.2 Consultant represents that the overhead and fringe benefit rates in Exhibit B, Salary Costs, are no higher than the overhead factor and fringe benefit factors in the FAR audit submitted in accordance with Section 5.2 ("Initial FAR"), including, without limitation, the Forgiveness, if any.

6.2.8 Paycheck Protection Program. For any fiscal year of Consultant during the term of this Agreement in which Consultant or any Subconsultant recognizes Forgiveness

("Forgiveness Year"), Consultant shall deliver to County its FAR audit for the Forgiveness Year. The FAR audit for the Forgiveness Year must include, without limitation, calculations of the overhead factor and fringe benefit factor (i) including the Forgiveness ("Forgiveness Rates"), and (ii) excluding the Forgiveness. If Forgiveness is recognized by Consultant or any Subconsultant in fiscal years of Consultant after the period covered by the Initial FAR, Consultant shall submit to Contract Administrator, no later than six (6) months after the end of the Forgiveness Year, the following:

- (a) FAR audit for such period; and
- (b) Revised Exhibit B, Salary Costs ("Forgiveness Exhibit B"), reflecting updated overhead and fringe benefit rates that are no higher than the Forgiveness Rates.

If the Forgiveness Rates are less than the rates actually paid by County for work performed during the applicable Forgiveness Year, then Consultant shall reimburse County for amounts paid by County in excess of the Forgiveness Exhibit B rates for work performed during the applicable Forgiveness Year. The Forgiveness Rates shall apply and remain in effect for any work performed by Consultant unless and until adjusted pursuant to this Section 5.2.

6.2.9 Re-adjustment of Forgiveness Rates. Upon the completion of the fiscal period of Consultant following a Forgiveness Year, Consultant may submit to the Contract Administrator, no later than six (6) months after the end of the applicable Forgiveness Year, the following:

- (a) FAR audit for such period; and
- (b) Revised Exhibit B, Salary Costs ("Adjusted Exhibit B"), reflecting updated overhead and fringe benefit rates that are no higher than such rates in the FAR audit for such period.

If the Adjusted Exhibit B and supporting documentation are approved in writing by the Contract Administrator, the rates set forth in Adjusted Exhibit B shall be the applicable rates for any work performed by Consultant after approval by the Contract Administrator of Adjusted Exhibit B.

6.3 Reimbursable Expenses. For reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to any Work Authorization permitted under this Agreement, Consultant agrees to adhere to Section 112.061, Florida Statutes, except to the extent otherwise stated herein. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

6.3.1 For reimbursement of any Direct Expense Cost, Consultant shall use the applicable direct expense rate identified in Exhibit B. The direct expense rate shall remain in place for the entire term of this Agreement and any applicable Work Authorization. If any

Subconsultants elect to use the direct expense rate, it shall be in accordance with the foregoing. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing, by the Contract Administrator.

6.4 Method of Billing.

6.4.1 For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Work Authorization. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Services authorized by the operative Work Authorization. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

6.4.2 For Lump Sum Compensation. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

6.5 Payment Procedure.

6.5.1 County shall pay Consultant within thirty (30) days after receipt of Consultant's proper invoice, as defined by County's Prompt Payment Ordinance, minus any applicable retainage or other deductions permitted by this Agreement.

6.5.2 Unless otherwise provided in this section, retainage in the amount of ten percent (10%) of each invoice shall be retained by County until satisfactory completion of the applicable phase. When the Services to be performed on all phases under a Work Authorization are fifty percent (50%) complete, upon written request by Consultant and written approval by the Contract Administrator that the Services are progressing in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage to five percent (5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

6.5.3 Upon Consultant's completion of each phase to the satisfaction of the Contract Administrator, County shall remit to Consultant any amounts withheld as retainage for that phase. Final payment under each Work Authorization must be approved by the Purchasing Director.

6.5.4 Payment will be made to Consultant at the following address:
111 Winners Circle, Albany, NY 12205.

6.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

6.7 Payments to Subconsultants. Consultant must pay Subconsultants and suppliers providing Services under any Work Authorization issued in accordance with this Agreement within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Consultant withholds an amount as retainage from a Subconsultant or supplier, Consultant shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. The Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until Consultant demonstrates timely payments of sums due to all Subconsultants and suppliers. Consultant shall include requirements substantially similar to those set forth in this section in its contracts with Subconsultants and suppliers.

6.8 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 7. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SCOPE OF SERVICES

7.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under an operative Work Authorization. Unless otherwise expressly permitted herein, such changes must be made in accordance with the

provisions of the Broward County Procurement Code and must be contained in a written amendment.

7.2 Consultant may, in Contract Administrator's sole discretion, be authorized to perform Optional Services as described in Exhibit A, Scope of Services, and up to the maximum fee amount established in the operative Work Authorization for those Optional Services. Any Optional Services to be performed by Consultant under this Agreement must first be authorized by Contract Administrator in each Work Authorization and in accordance with Article 4 and must not exceed the cumulative amount authorized in the Work Authorization for those Optional Services. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those Optional Services.

7.3 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to County Administrator or the County Administrator's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1 Representation of Authority. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

8.2 Claims Against Consultant. Consultant represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental, or other board or official, pending or, to the knowledge of Consultant, threatened against or affecting Consultant, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Consultant to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Consultant or on the ability of Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.3 Solicitation Representations. Consultant represents and warrants that all statements and representations made in Consultant's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Consultant executes this Agreement, unless otherwise expressly disclosed in writing by Consultant.

8.4 Contingency Fee. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

8.5 Truth-In-Negotiation Representation. Consultant's compensation under this Agreement is based upon its representations to County, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.6 Public Entity Crime Act. Consultant represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

8.7 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Consultant represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Consultant represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

8.8 Verification of Employment Eligibility. Consultant represents that Consultant and each Subconsultant have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

8.9 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities,

where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.10 Prohibited Telecommunications Equipment. Consultant represents and certifies that it and its Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

8.11 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Administrative Code, Consultant represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

8.12 Breach of Representations. Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the full amount of any damage incurred; and (d) debarment of Consultant.

8.13 Entities of Foreign Concern. The provisions of this section apply only if Consultant or any Subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Consultant; and (iii) Consultant is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Consultant and any Subconsultant that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6.4. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ARTICLE 9. TERMINATION

9.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying

the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 9.4 as its sole remedy.

9.2 This Agreement or any Work Authorization may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1 Consultant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices;

9.2.2 By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Consultant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.3 By the Director of the OESBD upon the disqualification of Consultant as a CBE or SBE if Consultant's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Consultant, or upon the disqualification of one or more of Consultant's CBE or SBE participants by County's Director of the OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or Work Authorization through the termination date specified in the written notice of

termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Consultant of such termination in accordance with Section 9.1.

9.5 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 10. INSURANCE

10.1 For the duration of the Agreement, Consultant shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Consultant shall maintain insurance coverage against claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2 Consultant shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

10.3 On or before the date this Agreement is fully executed or at least fifteen (15) days prior to commencement of Services, Consultant shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Consultant shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5 All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

10.6 If Consultant maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Consultant.

10.7 Consultant shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the date this Agreement is fully executed or commencement of Services. Consultant shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Consultant agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant agrees to obtain same in endorsements to the required policies.

10.8 Unless prohibited by the applicable policy, Consultant waives any right to subrogation that any of Consultant's insurer may acquire against County and agrees to obtain same in an endorsement of Consultant's insurance policies.

10.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

10.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

10.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND DBE COMPLIANCE

11.1 Consultant is required to comply with the Federally Funded Contract Requirements attached hereto and incorporated herein as Exhibit F.

11.2 This Agreement is funded by grants from the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA) and must comply with the non-discrimination requirements in 49 C.F.R. Part 26, as amended, pertaining to Disadvantaged Business Enterprises (DBE) as defined herein. Agreements receiving such funding must comply with 49 C.F.R. Part 26, the

implementing rules of the above-noted agency, and with Broward County's Disadvantaged Business Enterprise Program.

11.3 This Agreement is funded using FTA funds and it is County's policy to ensure that DBEs, as defined in 49 C.F.R. Part 26, can compete fairly for opportunities to participate as subconsultants and suppliers on all agreements awarded by County to ensure a level playing field. Consultant has committed to the following DBE participation by utilizing DBE firms for the Services as follows:

DBE Requirement	Twenty-Five Percent (25%) DBE Participation
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11.4 Prior approval of the Broward County Office of Economic and Small Business Development (OESBD) must be obtained to add or change a DBE subconsultant.

11.5 Agreement Assurances. The following clauses of 49 C.F.R. Part 26 are a part of this Agreement, and are hereby incorporated into the Consultant's subconsultant agreements, material supply contracts, and purchase orders. In the event the following clauses conflict with any other terms or provisions of this Agreement, or any of the terms of Consultant's subconsultant agreements, material supply contracts, and purchase orders, the clauses set forth in this section shall control.

11.5.1. Compliance monitoring will be conducted to determine if Consultant and its subconsultants are complying with the requirements of the DBE Program. Failure of Consultant to comply with this provision may result in County imposing penalties or sanctions pursuant to the provisions of the DBE regulations, 49 C.F.R. Part 26. Compliance will encompass monitoring for contract dollar achievement and DBE utilization. OESBD shall have the authority to audit and monitor all contracts and contract related documents pertaining to Broward County projects.

11.5.2. Consultant shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE subconsultants.

11.5.3. Consultant shall submit a Monthly DBE Utilization Report to the Contract Administrator with a copy to OESBD, which shall contain a record of total DBE participation and payments made to all DBE subconsultants.

11.5.4. Consultant shall submit a Final DBE Utilization Report to the Contract Administrator with a copy to OESBD, containing the total amount paid to its DBE subconsultants. This report must be submitted with Consultant's request for final payment.

11.5.5. Nondiscrimination – Consultant and its subconsultants shall not discriminate on the basis of race, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and

administration of USDOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying Consultant from future solicitations as non-responsible.

11.5.6 Prompt Payment – Consultant shall pay its subconsultants and suppliers within thirty (30) calendar days following receipt of payment from County for Services satisfactorily completed by subconsultants. Further, if Consultant has withheld retainage from any of its DBE subconsultants and suppliers, it shall release and pay such retainage within thirty (30) calendar days from the date when either Contractor received payment of the retained amounts from County or, if County did not withhold retainage from Consultant, the Services were satisfactorily completed. A finding of nonpayment by Consultant to any subconsultant or supplier is a material breach of this Agreement.

11.6. Consultant shall provide the required written monthly reports to the Contract Administrator attesting to Consultant's compliance with the DBE Requirement. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's DBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the Contract Administrator.

11.7 By January 1 of each year, Consultant must submit, and cause each of its Subconsultants to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 12. MISCELLANEOUS

12.1 **Contract Administrator Authority.** The Contract Administrator is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Contract Administrator may designate one or more County employees with authority pertaining to day-to-day project management or activities for each Work Authorization. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Work Authorization shall be addressed.

12.2 **Rights in Documents and Work.** Any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work

created by Consultant in connection with performing Services under this Agreement or any Work Authorization, whether finished or unfinished ("Documents and Work"), shall be owned by County and shall be deemed works for hire by Consultant and its agents; if the Services are determined not to be a work for hire, Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

12.3 Public Records. To the extent Consultant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Consultant shall:

12.3.1 Keep and maintain public records required by County to perform the services under this Agreement;

12.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit

from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8842, TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DR., SUITE 3100A, PLANTATION, FLORIDA 33324.

12.4 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement, any Work Authorization, or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Agreement. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Agreement, whether by Consultant or Subconsultants.

County shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. Consultant hereby grants County the right to conduct such audit or review at Consultant's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Consultant agrees to provide adequate and appropriate work space. Consultant shall provide County with reasonable access to

Consultant's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Consultant shall, by written contract, require its Subconsultants to agree to the requirements and obligations of this section.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Consultant or its Subconsultants in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Consultant shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Consultant.

12.5 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services under this Agreement. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 10 on Consultant's Subconsultants.

12.6 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.7 Indemnification of County. Consultant shall indemnify and hold harmless County and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Consultant under this Agreement may be retained by County until all of County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County.

12.8 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.9 Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Consultant.

12.10 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this section.

FOR COUNTY:

Broward County Transportation Department
Attn: Coree Cuff Loneragan
1 North University Dr, Suite 3100A
Plantation, FL 33324
Email address: ccuffloneragan@broward.org

FOR CONSULTANT:

Erik Sibila
8935 NW 35th Lane, Suite 200
Doral, FL 33172
Email address: esibila@chasolutions.com

12.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.12 Consultant's Staff. Consultant will provide the key staff identified in its proposal for each Work Authorization as long as said key staff are in Consultant's employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant's staff,

Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

12.13 Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

12.14 Independent Contractor. Consultant is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Consultant nor its agents shall act as officers, employees, or agents of County, except as authorized by the Contract Administrator for permitting, licensing, or other regulatory requirements. Consultant shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.15 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

12.16 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

12.17 Third-Party Beneficiaries. Neither Consultant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.18 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant

or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

12.19 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.20 Compliance with Laws. Consultant and the Services must comply with all Applicable Law, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.21 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.22 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.23 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.24 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.25 Reuse of Deliverables. County may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A or any Work Authorization); and Consultant agrees to such reuse in accordance with this provision. If the Contract Administrator elects to reuse the services, drawings, specifications, and other documents, in whole or in part, prepared for any services rendered under this Agreement for other projects on other sites, Consultant will be paid a reuse fee to be negotiated between Consultant and County, subject to approval by the proper awarding authority. Each reuse shall include all Services and modifications to the drawings, specifications, and other documents normally required to adapt the design documents to a new site. This reuse may include preparation of reverse plans, changes to the program, provision for exceptional site conditions, preparation of documents for off-site improvements, provisions for revised solar orientation, provisions for revised vehicular and pedestrian access, and modifications to building elevations, ornament, or other aesthetic features. In all reuse assignments, the design documents shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

12.26 Payable Interest.

12.26.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and Consultant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.26.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.27 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.28 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.29 Polystyrene Food Service Articles. Consultant shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

12.30 Federal Transit Administration (FTA) Supplement. Consultant shall comply with the Federally Funded Contracts Requirements attached hereto as Exhibit F.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and CONSULTANT, signing by and through its Executive Vice President, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Gavin P.
By: Rynard Digitally signed by Gavin P. Rynard
Date: 2023.10.20 14:38:53 -04'00'
Gavin P. Rynard (Date)
Assistant County Attorney

Angela J.
By: Wallace Digitally signed by Angela J. Wallace
Date: 2023.10.20 14:39:12 -04'00'
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/gpr
BCF 202 – Continuing Services Agreement FTA
10/12/2023
#23-114.00

AGREEMENT BETWEEN BROWARD COUNTY AND CHA CONSULTING, INC.
FOR CONSULTANT SERVICES FOR CONTINUING ENGINEERING SERVICES FOR
CONTINUING ENGINEERING AND INSPECTION ("CEI") SERVICES
FOR COUNTYWIDE TRANSIT INFRASTRUCTURE IMPROVEMENT PROGRAM (FTA)
(RFP # TRN2124559P1)

CONSULTANT

CHA CONSULTING, INC.

By: 
Authorized Signer

Michael A. Platt, Secretary and Executive VP

Print Name and Title

19th day of October, 2023

WITNESS/ATTEST:

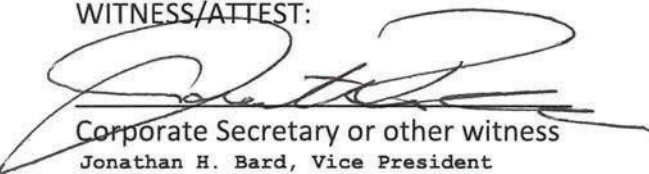

Corporate Secretary or other witness
Jonathan H. Bard, Vice President

EXHIBIT A

**SCOPE OF WORK
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
COUNTYWIDE TRANSIT INFRASTRUCTURE IMPROVEMENTS PROGRAM
(FTA)**

1.0 GENERAL DESCRIPTION:

- 1.1 Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), Broward County ("County") is engaging CHA Consulting, Inc. ("Consultant") to provide Construction Engineering and Inspection ("CEI") services and technical support services for the Broward County Transportation Department ("BCT") related to the construction of countywide transit infrastructure improvements ("Project").
- 1.2 County shall negotiate and execute Work Authorizations directing Consultant to perform specific tasks in a scope of work attached to the Work Authorization.
- 1.3 Work may involve oversight and monitoring of multiple construction projects at multiple sites in connection with County's objective of constructing a minimum of seventy-five (75) bus stop shelters each fiscal year, while also expanding transit facilities to include building intermodal centers, transfer centers, a maintenance complex, transit park and ride lots, and other transit-related infrastructure projects.

2.0 CEI SERVICES:

- 2.1 Construction Inspection: Provide services to monitor the Contractor's on-site construction operations and to inspect all materials entering the worksite as required to assure that the quality of workmanship and materials is such that the construction projects shall be completed in conformity with the plans, specifications, and other contract provisions. Keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work.
- 2.2 Maintain close coordination with County and the Contractor to minimize rescheduling of CEI activities due to construction delays or changes in the scheduling of the Contractor's activities.
- 2.3 Advise the Contract Administrator and/or Construction Project Manager in writing, of any omissions, substitutions, defects, and deficiencies identified in the work of the Contractor and the corrective action taken.
- 2.4 Provide coordination of all activities, correspondence, reports, and other communications related to Consultant's responsibilities under this Agreement necessary for County's Contract Administrator and/or Construction Project Manager to carry out its responsibilities.
- 2.5 Quality Assurance: Oversee all testing of component materials and completed work items to ensure that the materials and workmanship incorporated in the construction projects are in conformity with the plans, specifications, and contract provisions.

- 2.6 Engineering Services: Perform all engineering services necessary to ensure proper coordination of the activities of all parties involved in accomplishing the completion of the construction projects. Maintain complete, accurate records of all activities and events relating to the construction projects. Properly document all significant changes to the construction projects. Provide interpretations of the plans, specifications, and contract provisions. Make recommendations to County to resolve disputes that arise in relation to the construction contracts. Maintain an adequate level of oversight of the Contractor's activities including but not limited to:
- 2.6.1 Attend all pre-construction conferences for the construction projects. Record significant information revealed and decisions made at these conferences and distribute copies of these minutes to County's Contract Administrator, Construction Project Manager, and other appropriate parties.
 - 2.6.2 Maintain a daily, complete, and accurate record of all activities and events relating to the construction projects and a record of all work completed by the Contractor, including quantities of pay items. Immediately report apparent significant changes in quantity, time, or cost as they are noted.
 - 2.6.3 Maintain a construction diary acceptable to County's Contract Administrator and/or Construction Project Manager.
 - 2.6.4 Maintain a log of all materials incorporated into the work with a proper indication of the basis of acceptance of each shipment of material.
 - 2.6.5 Maintain records of all sampling and testing performed and analyze such records required to ascertain the acceptability of materials and completed work items. The field reports for records of work and testing results shall be entered into the Project files within forty-eight (48) hours.
 - 2.6.6 Properly document all significant changes to the construction projects.
 - 2.6.7 Coordinate with County Administrator and/or Construction Project Manager to provide to the Contractor interpretations of the plans, specifications, and contract provisions. Consult with the Contract Administrator and/or Construction Project Manager when an interpretation involves complex issues or may have an impact on the cost of performing the work. Make recommendations to County to resolve disputes that arise in relation to the construction contracts.
 - 2.6.8 Analyze problems that arise on the construction projects and proposals submitted by the Contractors and prepare and submit a recommendation to the Contract Administrator and/or Construction Project Manager.
 - 2.6.9 Analyze changes to the plans, specifications, or contract provisions and extra work.
 - 2.6.10 When it is determined that a modification to the contract for the construction projects is required due to a change in the work, prepare documentation for justification and submit it for approval by the Contract Administrator in accordance

with all applicable County requirements.

- 2.6.11 Monitor the construction projects to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the Contract Administrator immediately.
 - 2.6.12 Maintain awareness of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. Take note of and verify that any changes are properly carried through to construction and record, report, make recommendations, and evaluate any circumstances which affect the progress or cost of the work.
 - 2.6.13 Provide coordination between the Contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in place in a timely manner to minimize delays to construction operations.
 - 2.6.14 Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays.
 - 2.6.15 When needed to prevent delays in the Contractor's operations, produce reports, verify quantity calculations, field measure for payment purposes, and/or write communications.
 - 2.6.16 Prepare documentation and records justifying all payments to the Contractor utilizing in-place field measurements, spreadsheets, tracking logs, etc.
 - 2.6.17 Provide high-resolution digital photos daily of each construction projects' site from various views, depicting the construction projects' progress for the duration of the contract.
 - 2.7 Optional Additional Services: Provide additional effort necessary and related to the existing scope of work detailed above. Services performed under this task must be initiated by a separate written Work Authorization from the Contract Administrator.
- 3.0 PERSONNEL: For each Work Authorization, Consultant shall provide a minimum of the following personnel:
- 3.1 General Requirements: Provide a minimum of one (1) qualified CEI Senior Inspector and one (1) qualified CEI Inspector to effectively carry out the requirements under the Work Authorization.
 - 3.2 County Approval. Prior to beginning work on any Work Authorization, Consultant shall submit to County the names and qualifications (including a resume with education, experience, and other information as County may reasonably request) of each (a) person who will be principally responsible for managing the work under any Work Authorization ("Responsible Person"), (b) CEI Senior Inspector, (c) CEI Inspector, and (d) person who will provide work under any Work Authorization. No Responsible Person, CEI Senior Inspector, or CEI Inspector shall provide services under any Work Authorization without the prior written approval of County. Consultant shall remove any person providing

services under any Work Authorization within two (2) weeks of written notification from County.

- 3.3 Post-Construction Staffing: Consultant shall adequately staff and maintain an appropriate level of staff after the completion of construction to complete the final documentation. Responsible personnel, including the Responsible Person, thoroughly familiar with all aspects of the construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the relevant Work Authorization is completed.

4.0 Qualifications and License Requirement:

- 4.1 Prime vendor and all Sub-consultants shall possess a State of Florida Certified Engineer ("P.E.") License or Architectural License. Additional State licenses and certifications may include but not limited to a general contractor ("GC") license, a Building Code Inspector, and a Leadership in Energy and Environmental Design ("LEED") certification.
- 4.2 Consultant shall provide competent personnel qualified by experience and education.
- 4.3 Before the Project begins, all inspection staff shall have a working knowledge of the most recent Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction, FDOT Design Standards, FDOT Index 102-600 Traffic Control through Work Zones and Broward County Minimum Standards for Construction. Inspection staff must have experience and knowledge of the most recent Florida Building Codes, specifically Building, Plumbing, Mechanical, and the most recent National Electrical Codes.
- 4.4 **CEI SENIOR INSPECTOR** shall have the following minimum qualifications:
- 4.4.1 High school graduate or equivalent plus (a) six (6) years of experience in construction inspection, four (4) years of which shall have been in roadway construction inspection (excluding Complex Category 2 (CC2) bridge structures), or (b) a Civil Engineering degree and two (2) years of road & bridge CEI experience.
- 4.4.2 The following certifications (or the ability to earn the following certifications within one year of the Project assignment, or the inspector can be removed from the Project assignment):
- 4.4.2.1 Construction Training & Qualification Program ("CTQP") Concrete Field Inspector Level I
- 4.4.2.2 CTQP Asphalt Roadway Level II
- 4.4.2.3 CTQP Earthwork Construction Inspection Level II
- 4.4.2.4 FDOT Maintenance of Traffic ("MOT") Work zone Traffic control Intermediate Level
- 4.4.2.5 CTQP Final Estimates Level I
- 4.4.2.6 Licensed Building Code Inspector

- 4.4.3 Prior experience performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, overseeing field tests, and responsibility coordinating and managing lower-level inspectors.
- 4.5 **CEI INSPECTOR** shall have the following minimum qualifications:
 - 4.5.1 High school graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection.
 - 4.5.2 The following certifications (or the ability to earn the following certifications within one year of the Project assignment, or the inspector can be removed from the Project assignment):
 - 4.5.2.1 CTQP Concrete Field Inspector Level I
 - 4.5.2.2 CTQP Asphalt Roadway Level I
 - 4.5.2.3 CTQP Earthwork Construction Inspection Level I
 - 4.5.2.4 FDOT MOT Work zone Traffic control Intermediate Level
 - 4.5.2.5 Building Code inspection experience (Minimum 2 years)
- 5.0 SEPARATION OF SERVICES: Consultant shall not be an Affiliate (as defined herein) of any individual or entity providing design or construction services on the construction project. Consultant shall immediately notify County if Consultant becomes an Affiliate of any individual or entity providing design or construction services on the project. "Affiliate", with reference to an individual or entity, means any direct or indirect legal or familial relationship with such individual or entity, including, without limitation, any equity interest, or the power to direct, cause the direction of, or benefit from, the management or policies of such individual or entity whether through ownership of securities, by contract or otherwise.
- 6.0 PROJECT SCHEDULE: Each Work Authorization shall indicate the time for performance of work for the applicable construction projects.

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Exhibit B
Maximum Billing Rates – Home Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.57		(\$/HR)
Senior Project Engineer	\$92.48	x	2.57	=	\$237.67
CEI Electrical Inspector	\$50.00	x	2.57	=	\$128.50
CEI Senior Inspector	\$45.50	x	2.57	=	\$116.94
CEI Structural Inspector	\$40.75	x	2.57	=	\$104.73
CEI Inspector	\$34.75	x	2.57	=	\$89.31
CEI Junior Inspector	\$30.00	x	2.57	=	\$77.10

Multiplier of 2.57 is calculated as follows:

OVERHEAD = 77.26%

FRINGE = 56.36%

OPERATING MARGIN = 10.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Exhibit B
Maximum Billing Rates – Field Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.49		(\$/HR)
Senior Project Engineer	\$92.48	x	2.49	=	\$230.28
CEI Electrical Inspector	\$50.00	x	2.49	=	\$124.50
CEI Senior Inspector	\$45.50	x	2.49	=	\$113.30
CEI Structural Inspector	\$40.75	x	2.49	=	\$101.47
CEI Inspector	\$34.75	x	2.49	=	\$88.53
CEI Junior Inspector	\$30.00	x	2.49	=	\$74.70

Multiplier of 2.49 is calculated as follows:

OVERHEAD = 64.14%

FRINGE = 43.08%

OPERATING MARGIN = 20.00%

MULTIPLIER = (1+ OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

Exhibit B
Maximum Billing Rates – Home Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.
 Azimuth 360 Consulting Group, Inc

			MULTIPLIER		MAXIMUM BILLING RATE
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	2.31	=	(\$/HR)
CEI Senior Inspector	\$42.93	x	2.31	=	\$99.17
CEI Junior Inspector	\$30.81	x	2.31	=	\$71.17

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

OPERATING MARGIN = 10.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5.

Exhibit B
Maximum Billing Rates – Field Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.
 Azimuth 360 Consulting Group, Inc

			MULTIPLIER		MAXIMUM BILLING RATE
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	2.69	=	(\$/HR)
CEI Senior Inspector	\$42.93	x	2.69	=	\$115.48
CEI Junior Inspector	\$30.81	x	2.69	=	\$82.88

Multiplier of 2.57 is calculated as follows:

OVERHEAD = 100.08%

FRINGE = 23.75%

OPERATING MARGIN = 20.00%

MULTIPLIER = (1+ OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

Exhibit B
Maximum Billing Rates – Home Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.
 Botas Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00		(\$/HR)
Chief Engineer 2	\$70.00	x	3.00	=	\$210.00
Engineer Senior	\$52.00	x	3.00	=	\$156.00
Designer Senior	\$40.00	x	3.00	=	\$120.00
CADD / BIM Operator	\$34.00	x	3.00	=	\$102.00
Engineer Associate	\$27.00	x	3.00	=	\$81.00
Engineer Junior	\$27.00	x	3.00	=	\$81.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 165.80%

FRINGE = 33.80%

OPERATING MARGIN = 0.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Exhibit B
Maximum Billing Rates – Field Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.
 Botas Engineering, Inc.

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.31		(\$/HR)
Chief Engineer 2	\$70.00	x	2.31	=	\$161.70
Engineer Senior	\$52.00	x	2.31	=	\$120.12
Designer Senior	\$40.00	x	2.31	=	\$92.40
CADD / BIM Operator	\$34.00	x	2.31	=	\$78.54
Engineer Associate	\$27.00	x	2.31	=	\$62.37
Engineer Junior	\$27.00	x	2.31	=	\$62.37

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

OPERATING MARGIN = 10.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 6.2.5.

Exhibit B
Maximum Billing Rates – Home Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.
 HBC Engineering Company

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			3.00*		(\$/HR)
CEI Structural Engineer	\$72.00	x	3.00	=	\$216.00
CEI Senior Inspector	\$62.00	x	3.00	=	\$186.00
CEI Junior Inspector	\$28.00	x	3.00	=	\$84.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = 264.70%

FRINGE = 56.88%

OPERATING MARGIN = 10.00%

MULTIPLIER = (1+ OVERHEAD + FRINGE + ((1 + OVERHEAD + FRINGE) X OPERATING MARGIN)) / 1

Notes:

*Negotiated Multiplier

Exhibit B
Maximum Billing Rates – Field Office

Project No: TRN2125465P1
 Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
 Consultant/ Subconsultant: CHA Consulting, Inc.
 HBC Engineering Company

			MULTIPLIER		MAXIMUM BILLING RATE
TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	2.75	=	(\$/HR)
CEI Structural Engineer	\$72.00	x	2.75	=	\$198.00
CEI Senior Inspector	\$62.00	x	2.75	=	\$170.50
CEI Junior Inspector	\$28.00	x	2.75	=	\$77.00

Multiplier of 2.75 is calculated as follows:

OVERHEAD = 72.17%

FRINGE = 56.88%

OPERATING MARGIN = 20.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$

Exhibit B
Maximum Billing Rates – Home Office

Project No: TRN2125465P1
Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
Consultant/ Subconsultant: CHA Consulting, Inc.
Longitude Surveyors, LLC

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
			2.60		(\$/HR)
SUR Chief Surveyor	\$80.00	x	2.60	=	\$208.00
SUR Senior Surveyor 2	\$65.00	x	2.60	=	\$169.00
SUR Survey/GIS/SUE Analyst 3	\$32.00	x	2.60	=	\$83.20
CAD Technician	\$32.00	x	2.60	=	\$83.20
SUR Crew Chief	\$30.00	x	2.60	=	\$78.00
SUR Survey/GIS/SUE Analyst 2	\$25.00	x	2.60	=	\$65.00
SUR Instrument Operator	\$20.00	x	2.60	=	\$52.00
SUR Survey/GIS/SUE Analyst 1	\$18.00	x	2.60	=	\$46.80
SUR Rod Person	\$18.00	x	2.60	=	\$46.80

Multiplier of 2.60 is calculated as follows:

OVERHEAD = 104.85%

FRINGE = 31.77%

OPERATING MARGIN = 10.00%

MULTIPLIER = $(1 + \text{OVERHEAD} + \text{FRINGE} + ((1 + \text{OVERHEAD} + \text{FRINGE}) \times \text{OPERATING MARGIN})) / 1$


Exhibit C
MINIMUM INSURANCE REQUIREMENTS

Project: Construction Engineering and Inspection Services for Countywide Transit Infrastructure Improvements Program (FTA Funded)
Agency: Transportation Department

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.02.09
 11:17:38 -05'00'

 Risk Management Division

Exhibit D
Work Authorization Form

Work Authorization No. _____
for

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and _____ ("Consultant") for _____ (the "Agreement"), which was approved by the Board of County Commissioners on _____ (Item ____).

2. This Work Authorization requires Consultant to provide the services described in Exhibit A to this Work Authorization. These services are authorized by Article 4 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 6 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

☐ 3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of the services described in Exhibit A, payable on a "Maximum Amount Not-To-Exceed" basis, and as required under the terms of the Agreement, based upon the Salary Costs described in Section 6.2 of the Agreement up to a maximum amount not-to-exceed of \$_____.

☐ 3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of the services described in Exhibit A payable on a "Lump Sum" basis, and as required under the terms of this Agreement, a total lump sum of \$_____.

☐ 3.1.3 Reimbursable Expenses. County has established a maximum amount not-to-exceed of \$_____ for potential reimbursable expenses that may be utilized pursuant to Section 6.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

3.2 Payments for this Work Authorization will be charged against:

Budget No. _____

4. Schedule.

Consultant shall perform the services described in Exhibit A within:

☐ _____ calendar days ("Time for Performance")

☐ the time periods specified in the Project Schedule included in Exhibit A ("Time for Performance"); the Time for Performance shall commence from the date of the Notice to Proceed for such services.

5. CBE Goals.

The CBE participation for this Work Authorization is ____%. However, Consultant shall remain obligated to meet the requirement of CBE participation percentage for the total dollar amount of services performed under the Agreement and Work Authorizations.

6. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the County.

List of Exhibits:

Exhibit A: Scope of Services

Exhibit B: Negotiated Fee

[Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have made and executed this Work Authorization No. _____: BROWARD COUNTY, by and through its Director of Purchasing, as authorized pursuant to the Agreement, and _____, signing by and through its _____, duly authorized to execute same.

County

BROWARD COUNTY, by and through
its [_____]

By _____

____ day of _____, 20____.

Contract Administrator Date

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida, 33301
Telephone: (954) 357-7600

By _____

Name Date
Senior/Assistant County Attorney

By _____

Name Date
Senior/Assistant County Attorney

CONSULTANT

WITNESS: **[Insert Consultant Name]**

(Signature)

Print Name

By _____
Authorized Signer - _____

____ day of _____, 20____.

Exhibit E
Schedule of Subconsultants

Project No: TRN2124559P1
Project Title: CEI Services For Countywide Transit Infrastructure Improvement Program (FTA)
Facility Name: CHA Consulting, Inc.

No.	Firm Name	Discipline	DBE Status
1.	Azimuth 360 Consulting Group, Inc.	Construction Engineering and Inspection	DBE Subconsultant
2.	Botas Engineering, Inc.	Threshold / Structural Inspections	DBE Subconsultant
3.	HBC Engineering Company	Construction Engineering and Inspection	DBE Subconsultant
4.	Longitude Surveyors, LLC	Surveying and Subsurface Utility Engineering (SUE)	DBE Subconsultant

Exhibit F



Federal Transit Administration
Funding Supplement
(For Broward County Transportation Department Projects)

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CONTRACT INFORMATION SUMMARY:

Project Title:	CEI Services for Countywide Transit Infrastructure improvements Program
Location:	Countywide
RLI Number:	
Contract Number:	TRN2124559P1
Project Number:	105926
DBE Requirement	(<u>25</u> %)

General Contractor:	CHA Consulting, Inc.
Contractor Address:	8935 NW 35th Lane, Suite 200, Doral, FL 33172
Federal Identification No.:	<u>16 - 0966259</u>

Contract Administrator:	Coree Cuff Loneragan
Contract Administrator Address:	1 North University Dr, Suite 3100A, Plantation, FL 33324

FURTHER INFORMATION

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact The Safety and Compliance Section, Broward County Transportation Department, at 954-357- 8300.

I. AUTHORITY

The Contract (as defined below) is funded in whole or in part by funds received by Broward County, a political subdivision of the state of Florida (County) from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT). This FTA Funding Supplement is incorporated by reference and made a part of the Contract and is subject to the Standard Terms and Conditions (as defined below) required by the U.S. DOT. FTA may take enforcement action if County or any contractor or subcontractor violates applicable federal law, regulation, or requirement, or does not follow applicable Federal Guidance. The Standard Terms and Conditions imposed by the FTA are available on the FTA's website at <https://www.transit.gov>. References to the Code of Federal Regulations (CFR) are available at: <http://www.ecfr.gov>.

II. DEFINITIONS

As used in this document, "**Board**" means the Board of County Commissioners of Broward County, Florida. "**Contract**" means the solicitation, purchase order, bidding information and requirements, contract award notification, special conditions or requirements, contractual obligations and any binding agreement or document regardless of its title, for or related to the procurement, disposal, or provision of supplies, services, or work awarded by County including any subsequent amendments for the project described in the Information Summary section above. "**Contractor**" means the person, firm, or corporation or business entity that enters into the Contract with County and includes all partners and all joint ventures of such person or entity with whom County has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "**Federal Assistance**" means a type of federal funding that County receives through any funding or grant agreement with the Federal Government. "**Federal Government**" means the United States of America and any of its executive departments or agencies. "**Federal Guidance**" means any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a "federal requirement" and that is applicable to the Contract, County, Contractor, and its Subcontractors. "**Flow Down**" means the applicability of a provision or requirement from Contractor down to lower tier Subcontractors, without regard to the value of the relevant sub-agreement(s). "**Subcontractor**" means a person, firm or corporation or combination thereof having a direct contract with Contractor for all or any portion of the work described in the Contract or who furnishes material worked into a special design according to the plans and specifications for such work described in the Contract, but not those who merely furnish materials or services incorporated into the project or used or consumed in the performance of the work and not included into the plans and specifications provided for in the Contract.

"**Standard Terms and Conditions**" means all terms and conditions applicable to the Contract and required by U.S. DOT and the Federal Government including, without limitation, the terms and conditions provided in the most current applicable federal funding agreement between County and U.S. DOT (the applicable funding agreement shall be referred to in this document as the FTA Master Agreement); 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third-Party Contracting Guidance"; Appendix A to FTA's "Best Practices Procurement Manual"; federal transit laws, 49 U.S.C. Chapter 53, as amended; Title 23, United States Code (Highways); Continuing Resolutions or Other Appropriations Resolutions or Acts funding the U.S. DOT during Fiscal Year 2021; other laws and regulations governing procurement activities for Broward County programs and projects; all other applicable Federal Guidance; and other federal legislation that FTA administers, as FTA so determines.

All other terms not defined herein shall be interpreted as defined in the most current FTA Master Agreement and if not defined in the FTA Master Agreement, as defined in the applicable federal law or regulation. If not defined in the FTA Master Agreement or applicable federal law or regulation, the definition provided for in the Contract, the applicable Broward County Administrative Code and the Broward County Ordinance shall apply.

III. FTA SUPPLEMENTAL PROVISIONS

Contractor shall take measures to assure that Contractor and its subcontractors participating in this Contract comply with this FTA Funding Supplement and the Standard Terms and Conditions, except as otherwise determined by FTA in writing. The Standard Terms and Conditions imposed by FTA do not expire and shall continue to apply to the Contract, Contractor, and its Subcontractors, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to the FTA Master Agreement.

FTA Master Agreement: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

Procurement.

(a) *Federal Laws, Regulations, Requirements, and Guidance.* The Recipient agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third-party procurements.
- (2) To comply with the applicable U.S. DOT Common Rules; and
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(b) *Full and Open Competition.* The Recipient agrees to conduct all its third-party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

(c) *Exclusionary or Discriminatory Specifications.* The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.

(d) *Required Clauses in Third Party Contracts.* In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third-party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:

- (1) *Simplified Acquisition Threshold.* Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any

procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

- (2) *Termination*. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- (3) *Equal Employment Opportunity*. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (4) *Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148)*. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- (5) *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)*. Where

applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (6) *Rights to Inventions Made Under a Contract or Agreement.* If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (7) *Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (8) *Debarment and Suspension (Executive Orders 12549 and 12689).* A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(i) Complies with federal debarment and suspension requirements; and

(ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

(9) *Restrictions on Lobbying (31 U.S.C. § 1352)*. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(10) *Solid Wastes*. A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**2 CFR §200.216 Prohibition on Federal Funding of Certain Telecommunications
and Video Surveillance Services or Equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those

affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

FTA BEST PRACTICES

PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS

Applicability to Contracts and Flow Down Requirements: The provisions in **Part A** below are applicable to all Contracts and Flow Down to all levels. Contractor agrees to include all clauses in Part A below in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that no clause shall be modified, except as necessary to identify the Subcontractor who will be subject to its provisions.

1. INCORPORATION OF FTA TERMS

The provisions within include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the Contract's provisions. All contractual provisions required by U.S. DOT, as set forth in the Standard Terms and Conditions, including, without limitation, the current FTA Circular 4220 are hereby incorporated into the Contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to County, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

Contractor acknowledges that the provisions of 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to Contractor's actions pertaining to this Project.

By executing the underlying Contract, Contractor certifies and affirms to County and the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract and its performance of the work under the Contract.

In addition to other penalties that may be applicable, Contractor further agrees that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, it hereby authorizes County to impose on Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, the penalties under 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), and any other penalties or fines imposed on County by the Federal Government as a result of Contractor's actions, to the extent County deems appropriate.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of the Contract and any subsequent renewal terms or extensions. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. ACCESS TO RECORDS AND REPORTS

A. Record Retention. Contractor shall retain and shall require its Subcontractors at all tiers to retain complete and readily accessible records related in whole or in part to the Contract, including, without limitation, data, documents, reports, statistics, sub-agreements, leases, third party contracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

B. Retention Period. Contractor agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Contractor shall maintain all records pertaining to the Contract for a period of not less than three (3) years after the expiration or earlier termination of the Contract, the Closeout of the County's Funding Assistance Award, or after all other pending matters related to the Contract are closed, whichever comes first. Closeout of the County's Funding Assistance Award occurs when FTA notifies County that the

Award is closed, approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the record retention or access requirements of this Section 5.

C. Access to Records and Sites of Performance. Contractor agrees that it shall provide and require its Subcontractors at each tier to provide, sufficient access to inspect and audit records and information related to the Contract to County and the Federal Government, including, without limitation, the United States Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives. Contractor agrees to, and assures that its Subcontractors shall, permit those individuals listed above to reproduce by any means whatsoever and copy excerpts and transcriptions as reasonably needed; to inspect all work and materials related to the Contract; to audit any information related to the Contract under the control of Contractor or its Subcontractors within books, records, accounts, or other locations; and to otherwise comply with 49 U.S.C. 5325(g), and federal access to records requirements as set forth in the applicable Standard Terms and Conditions

D. Amounts Owed to County. Contractor agrees to reimburse County any excess federally funded payments received from County as a result of disallowed costs revealed in an audit or inspection.

6. CIVIL RIGHTS REQUIREMENTS

The County is an Equal Opportunity Employer. As such, except when County is specifically exempted from a civil rights statute, County complies with all applicable federal civil rights laws, regulations, and requirements, and follows applicable Federal Guidance including compliance with equity in service requirements, except as the Federal Government determines otherwise in writing.

Contractor shall at all times comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable Federal Guidance, except as the Federal Government determines otherwise in writing. Unless specifically exempted from a civil rights statute, Contractor is required to comply with each applicable civil rights statute, including compliance with equity in service requirements, including, without limitation, the following:

A. Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to, and assures that it and each Subcontractor will:

- (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.

(2) Prohibit (i) the exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (3) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow the most recent edition of FTA Circular 4702.1 to the extent consistent with applicable federal laws, regulations, requirements, and guidance. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering contracts supported with Federal Assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. Contractor agrees to, and assures that each Subcontractor will (i) prohibit discrimination based on race, color, or national origin; (ii) comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and Federal transit law, specifically 49 U.S.C. § 5332; and (iii) follow:

(1) The most recent edition of FTA Circular 4702.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance;

(2) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.3; and

(3) All other applicable Federal Guidance that may be issued.

C. Equal Employment Opportunity.

(1) *Federal Requirements and Guidance.* Contractor agrees to, and assures that each Subcontractor will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and (1) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (2) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity (EEO)” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal Assistance programs; (3) comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement; (4) comply with FTA Circular 4704.1, as applicable; and (5) follow other Federal Guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

(2) *Specifics.* Contractor agrees to, and assures that each Subcontractor will:

- (a) If required to do so by U.S. DOT regulations (49 CFR Part 21) or DOL regulations (41 CFR chapter 60), take affirmative action that includes, but is not limited to:
- (b) Recruitment advertising, recruitment, and employment;
- (c) Rates of pay and other forms of compensation;
- (d) Selection for training, including apprenticeship, and upgrading; and
- (e) Transfers, demotions, layoffs, and terminations.
- (f) Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

(3) *Equal Employment Opportunity Requirements for Construction Activities.* Comply, when undertaking "construction" as recognized by the DOL (U.S. DOL), with: (1) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 CFR chapter 60; and (2) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex. Contractor agrees to, and assures that its Subcontractors will, comply with federal prohibitions against discrimination based on sex, including: (i) U.S. DOT regulations, "Nondiscrimination of the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and (2) Federal Transit Law, specifically 49 U.S.C. 5332.

E. Nondiscrimination on the Basis of Age. Contractor agrees to, and assures that its Subcontractors will, comply with federal prohibitions against discrimination based on age, including: (i) Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634; (ii) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations "Age Discrimination in Employment Act," 29 CFR Part 1625; The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; (iii) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and (iv) Federal transit law at 49 U.S.C. § 5332.

F. Nondiscrimination on the Basis of Disability. Contractor agrees to, and assures that its Subcontractors will, comply with federal law, regulations, and guidance prohibiting against discrimination based on disability, including: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; Federal transit law at 49 U.S.C. § 5332; U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 27; Joint U.S. Architectural Barriers and Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 38; U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 35; U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630; U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F; U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities, federal civil rights, and nondiscrimination.

G. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. Contractor agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101, et seq.; (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C 4541, et seq.; and (3) The Public Health Service Act, as amended, 42 U.S.C. 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency. Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

I. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal Assistance funding is expended in full accordance with the U.S. Constitution, federal law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

J. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. Contractor agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow Federal Guidance prohibiting discrimination.

K. Remedies. Remedies for failure to comply with applicable federal civil rights laws, regulations, and requirements, and failure to follow Federal Guidance may be enforced as provided in those federal laws, regulations, requirements, or Federal Guidance.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. Overview. Certified Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to participate in the Contract and any other U.S. DOT-assisted contract. It is also the policy of County to:

- (1) Ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
- (2) Create a level playing field on which DBE's can compete fairly for U.S. DOT-assisted contracts;
- (3) Ensure that County's DBE program is narrowly tailored in accordance with applicable law;
- (4) Ensure that only firms that fully meet eligibility standards (pursuant to 49 CFR Part 26) are permitted to participate as DBEs;
- (5) Help remove barriers to the participation of DBEs in U.S. DOT-assisted contracts;
- (6) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- (7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

To the extent authorized by applicable federal laws, regulations, or requirements, Contractor agrees to satisfy the requirements for DBE participation, and further agrees to facilitate, and assures that each of its Subcontractors will facilitate, participation by DBEs as set forth in this FTA Supplement and as otherwise required by the US. DOT and County. These requirements are in addition to all other EEO requirements of the Contract. County through OESBD shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the DBE program requirements. In assessing compliance, County may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented non-compliance with DBE requirements on any other contract (including previous contracts) with County.

B. DBE Program Requirements. The DBE regulation at 49 CFR Part 26 establishes requirements for setting an overall goal for DBE participation in federally funded contracts. The Contract may include a specific DBE participation goal determined by OESBD which represents a minimum percentage of work under the Contract to be performed by DBEs (DBE Goal). Contractor and its Subcontractors may obtain information about DBE Program Requirements at the following websites:

<https://www.transit.dot.gov/dbe>

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>

Eligible DBEs. For the purposes of DBE Goal achievement and in addition to applicable federal law and the Federal Guidelines, County requires Contractor (and its Subcontractors) to use DBEs that meet the County's DBE eligibility requirements below:

1. DBEs must be certified, at the time of bid opening or proposal evaluation, by the Florida Unified Certification Program (UCP) Certifying Members; or
2. DBEs must be an out-of-state firm certified by either a local government, state government or Federal Government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. DBEs must be certified by another agency approved by County.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBEs that are eligible to participate on DBE contracts within the State of Florida. A listing of these DBEs can be viewed at the following website:

<http://www3b.dot.state.fl.us/equalopportunityofficebusinessdirectory/>

Proposed Submission. Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – **Exhibit 1A**.
2. Vendor's Opportunity List – **Exhibit 1B**
3. DBE Good Faith Effort Evaluation Report (only required if goals were not met) – **Exhibit 2**.

For further information regarding the DBE program requirements, contact OESBD at (954) 357-6400. **All forms may be downloaded from the Small Business Development Division website:** <http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

A **Letter of Intent (Exhibit 1A)** must be executed by Contractor and countersigned by all DBE Subcontractors. No work shall be included in Exhibits 1A and 1B that Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. Contractor may not deviate from the certified DBE(s) disclosed in Exhibits 1A and 1B submitted in response to

the bid. Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE to be eligible for award.

Good Faith Efforts. If Contractor is unable to meet the DBE Goal set forth in the Contract, County will consider Contractor's documented Good Faith Efforts based on Contractor's completed and submitted **Application for Evaluation of Good Faith Effort (Exhibit 2)**.

If Contractor submits an **Application for Evaluation of Good Faith Effort**, Contractor must be able to demonstrate through proper documentation its reasonably good-faith efforts to meet the DBE participation goal. Contractor's reasonably good-efforts to meet DBE participation goals will be determined by OESBD and may include, without limitation, the following:

1. Attendance at any scheduled pre-bid meeting concerning DBE participation;
2. Contractors own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media, and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
3. Timely advertisement in general circulation media, trade association publications, and minority-focus media;
4. Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids;
5. Proof of written solicitations to DBEs;
6. Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal;
7. Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by Contractor or County.

Contractor agrees that throughout the term of this Contract, the services provided by Contractor and its Subcontractors as provided by the firms listed on **Exhibit 1A (Letter of Intent)** shall remain at least at the percentage levels set forth in the Contract.

C. Contract Compliance Monitoring. Contractor and its Subcontractors shall:

- a) Permit County to have access to necessary records to examine information as County deems appropriate for the purpose of investigating and determining compliance with Contractor's DBE Goal and the DBE program requirements, including, but not limited to, records of expenditures, invoices, and contract between Contractor and other DBE parties entered into during the life of the Contract.
- b) Permit the authorized representative(s) of County, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the DBE Participation provisions of the Contract.
- c) Maintain all data/record(s) pertaining to its DBE participation as stated in Section 5 above.

D. Statutory and Regulatory Requirements. Contractor agrees to comply with the requirements of Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note; U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the FTA Master Agreement.

E. Special Requirements for a Transit Vehicle Manufacturer. *See Section 29 in Part B below.*

8. DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

The Contract provides for the County’s and Contractor’s available administrative, contractual, or legal remedies including any sanctions or penalties in the event Contractor or its Subcontractors violate or breach the Contract.

FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which County is located. Contractor must include an equivalent provision in its sub-agreements with Subcontractors at every tier, for any agreement that is a “covered transaction” according to 2 CFR §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Contract, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice Requirements. Contractor and its Subcontractors must promptly notify County and if required the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which County is located, if Contractor or its Subcontractors have knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under

the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal Assistance. This responsibility occurs whether the project is subject to this Contract or another FTA funded contract, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of County. It also applies to Subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor or Subcontractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Enforcement. County is obligated by the FTA to enforce its legal rights and remedies available under the Contract or any federal, state, or local law or regulation.

9. TERMINATION

County’s and Contractor’s termination rights and obligations are detailed in the Contract and any addenda or subsequent amendments to the Contract which address termination rights and obligations.

As provided for in the Contract, this Contract may be terminated for cause and may also be terminated for convenience by the County’s Board. The Contract also provides for the manner in which such termination may be effected and the basis for settlement.

Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Contract for convenience as provided for in the Contract.

PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL
(Please read each qualifying condition carefully.)

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Applicability to Contracts: U.S. DOT’s “Nonprocurement Suspension and Debarment” regulations at 2 CFR Part 1200 and 2 CFR Part 180 apply to this Contract, and sub-agreements with Subcontractors at any tier, as follows: if the contract award amount is expected to equal or exceed \$25,000; contract awards for a federally required audit regardless of the contract amount; contracts that must be approved by an FTA official regardless of the contract amount. **Flow Down Requirements:** Covered Contractors and Subcontractors at any tier (as well as their principals and affiliates).

Contractor shall comply and facilitate its Subcontractors compliance with U.S. DOT’s “Nonprocurement Suspension and Debarment” regulations at 2 CFR Part 1200 and 2 CFR Part 180. Contractor shall verify that its principals, affiliates, and Subcontractors are eligible to participate in the Contract and are not presently declared by the Federal Government to be:

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

Contractor certifies its compliance with this provision and shall sign and submit to County with its bid or proposal, the **Government-Wide Debarment and Suspension Certification – Exhibit 5**. Contractor shall also require its covered Subcontractors to certify compliance with this provision and provide to County a signed **Government-Wide Debarment and Suspension Certification – Exhibit 5** for each covered Subcontractor.

11. BUY AMERICA

Applicability to Contracts: Pursuant to 49 U.S.C. 5323(j), 49 CFR Part 661, and the Fixing America’s Surface Transportation (FAST) Act, Section 3011 (FTA’s Buy America Requirements), FTA’s Buy America Requirements apply to the Contract if County’s Federally-Assisted purchases of more than \$150,000 of iron, steel, manufactured goods, including rolling stock purchases and capital leases.

Flow Down Requirements: The requirements Flow Down from County to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors comply.

Unless a waiver has been granted by the FTA or the product is subject to a general waiver, Contractor agrees to comply with FTA's Buy America Requirements, which provide that Federal Assistance may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, including, without limitation, the following:

- a) *Buy America*. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- b) *Uniform Administrative Requirements*. Compliance with FTA's Buy America Requirements shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements;" and
- c) *Limitation on Certain Rolling Stock Procurements*. Limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds \$150,000 in value.

The FTA cautions that its Buy America regulations are complex and different from the Federal "Buy America Act" regulations in the Federal Acquisition Regulation (FAR) at 48 CFR Chapter I, Subchapter D, Part 25, Subparts 25.1 and 25.2. Contractor can obtain detailed information on FTA's Buy America Requirements at <https://www.transit.dot.gov/buyamerica/>.

Contractor must submit to County the appropriate Buy America certification with its bid or offer. Except those subject to a general waiver, bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

A Bidder or offeror must submit to County the appropriate Buy America Certification, **the certification forms are attached as Exhibit 6**.

12. SEISMIC SAFETY (Includes A&E)

Applicability to Contracts: Applies to the Contract only if it is a contract for the construction of new buildings or additions to existing buildings.

Flow down Requirements: Flows Down from County to Contractor to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all Subcontractors.

If this Contract pertains to the construction of new buildings or additions to existing buildings, Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in U.S. DOT Seismic Safety Regulations at 49 CFR Part 41 and will certify compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, complies with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

AWARDS EQUAL TO AND EXCEEDING \$100,000

13. LOBBYING

Applicability to Contracts: Applies to the Contract if equal to \$100,000 or more.

Flow Down Requirements Covered Contractors and Subcontractors at any tier.

Contractor agrees that neither it nor any of its Subcontractors will use Federal Assistance to influence any officer or employee of a federal agency, member of Congress, or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Contract or any extension or modification, according to the following laws, regulations, requirements, and Federal Guidance: the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended; U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

Exception. If permitted by applicable law, regulations, or Federal Guidance, such lobbying activities described above may be undertaken through County's proper official channels.

Contractor agrees that it and its Subcontractors shall certify its compliance with the lobbying requirements and restrictions above by completing and submitting to County the **Restrictions on Lobbying Certification Form (and if applicable the Disclosure Form to Report Lobbying)** attached as Exhibit 7.

14. CLEAN AIR AND CLEAN WATER REQUIREMENTS

Applicability to Contracts: The Clean Air Act and the Clean Water Act requirements apply to the Contract if it exceeds \$100,000 including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow down Requirements: Flows Down to Contractor and its Subcontractors at every tier.

The Common Grant Rules specifically prohibit the use of those facilities in the EPA "List of Violating Facilities," in the performance of this Contract and any other covered contract. Contractor agrees to comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. 7414, and other applicable provisions of the Clean Air Act, as amended, 42 USC §§7401-7601(q), et seq.

Contractor shall also comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable provisions of the Clean Water Act, as amended, 33 U.S.C. 1251, et seq; Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

Contractor agrees to report each violation of the regulations above to County and to the FTA and the appropriate EPA Regional Office as required under applicable law.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

EMPLOYEE PROTECTION

15. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicability to Contracts: Applies the Contract if it exceeds \$2,000 and is for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with Federal Assistance.

Flow down Requirements: Flows Down to Contractor and its Subcontractors at all tiers.

Contractor agrees to comply and assures that each Subcontractor will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Contract including, without limitation, the following: Davis-Bacon Act, 40 U.S.C. Sections 3141-3144, and 3146-3148 as supplemented by the U.S. Department of Labor (DOL) regulations at 29 CFR Part 5, and the Copeland "Anti-Kickback Act requirements at 40 USC 3145, as supplemented by DOL regulations at 29 CFR Part 3.

The requirements of both Acts are by reference below incorporated in full in the Contract. Accordingly, Contractor agrees to the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30) day period that additional time is necessary.

c) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

(2) Withholding. County shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld from Contractor under this Contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, County may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor s employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) a) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to County if County is a party to the Contract, but if County is not such a party, Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor s and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the FTA if County is a party to the Contract, but if County is not such a party, Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the County, Contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a Subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or Subcontractor or their agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d) The falsification of any of the above certifications may subject Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of County or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees--

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by

the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of

the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract.

(6) Subcontracts. Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its Subcontractors) and the Contracting agency, the DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into the Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicability to Contracts: Applies to the Contract if it exceeds \$100,000 and involves the employment of mechanics or laborers. For purposes of this section, the terms mechanics and laborers are further defined in 29 CFR 5.2(m) and include watchmen and guards.

Note: The Act applies to construction contracts and, in some circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These non-construction applications do not generally apply to transit procurements such as rail cars and buses deemed "commercial products" under 40 USC 3707.

Flow down Requirements: Flows Down to Contractor and its Subcontractors at all tiers.

Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for employees including, without limitation, the Contract Work Hours Safety Standards Act, 40 USC 3701 -3708, as supplemented by the U.S Department of Labor (DOL) regulations at 29 CFR Part 5; Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with Federal Assistance provided through the FTA involving commerce, and as the Federal Government otherwise determines applicable; and U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR

Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

Contractor agrees to the following clauses set forth at 29 CFR 5.5(b) which are by reference below incorporated in full in the Contract:

1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and such Subcontractor(s) shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

3) **Withholding for unpaid wages and liquidated damages.** County shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

4) **Subcontracts.** Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

TRANSIT OPERATIONS

17. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

Applicability to Contracts: Applies to the Contract if it is for transit operations performed by employees of a contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow down Requirements: Flows Down to Contractor and its Subcontractors at all tiers.

Contractor agrees to comply with the applicable transit employee protective requirements, as follows:

General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work under the Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (DOL) guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the DOL to FTA applicable to the County's project from which Federal Assistance is provided to support work under the Contract. Contractor agrees to carry out that work in compliance with the conditions stated in that DOL letter. The requirements of this subsection 1., however, do not apply to any Contract financed with Federal Assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Contract involves transit operations financed in whole or in part with Federal Assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. Contractor agrees to perform transit operations

in connection with the underlying Contract in compliance with the conditions stated in that DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the Contract involves transit operations financed in whole or in part with Federal Assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by DOL or any revision thereto.

Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal Assistance provided by FTA.

18. CHARTER BUS REQUIREMENTS

Applicability to Contracts: Applies to the Contract if it is a contract for operating public transportation service.

Flow down Requirements: Flows Down from County to first tier service contractors.

Contractor agrees to comply with 49 USC 5323(d) and (r) and 49 CFR Part 604 (Charter Service Regulations), which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service Regulations," 49 CFR Part 604, any other federal charter service regulations, federal requirements, or Federal Guidance.

Contractor agrees that if it engages in a pattern of violations of Charter Service Regulations, FTA may require corrective measures or impose remedies on Contractor. These corrective measures and remedies may include:

- (1) Barring Contractor or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving Federal Assistance from FTA;
- (2) Withholding an amount of Federal Assistance as provided by Appendix D to Part 604 of the Charter Service Regulations; or
- (3) Any other appropriate remedy that may apply.

Contractor should also include the substance of the above clauses in each subcontract that may involve operating public transportation services.

19. SCHOOL BUS REQUIREMENTS

Applicability to Contracts: Applies to the Contract if it is a contract for operating public transportation service.

Flow down Requirements: Flows Down from County to first tier service contractors.

Contractor agrees that it will not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR Part 605, and any other applicable federal "School Bus Operations" laws, regulations, requirements, or applicable Federal Guidance. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

If Contractor or County has operated school bus services in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the County or Contractor to take such remedial measures as FTA considers appropriate, or bar County or Contractor from receiving Federal Assistance.

20. DRUG AND ALCOHOL TESTING

Applicability to Contracts: Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 CFR § 655.4, *Safety-sensitive function* include the following duties, when performed by employees of, operators or contractors: (1) operating a revenue service vehicle, including when not in revenue service; (2) operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service but does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services; and (5) carrying a firearm for security purposes.

Additionally, contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

Flow down Requirements: Flows Down to Contractor and its Subcontractors at every tier who perform a safety-sensitive function for County, with certain exceptions for contracts involving maintenance services.

Contractor agrees to participate in the County's Transportation Department drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Subt. B, Ch. VI, Pt 655 (Part 655), produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations, the State Oversight Agency, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under Part 655 and review the testing process.

Contractor shall include in any subcontract or agreement with Subcontractors, a similar requirement subject to review and approval by the County's Contract Administrator.

Contractor further agrees to certify, prior to the commencement of services and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the County's Director of the Transportation Department **(a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8)**. To certify annual compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Contracts," which is published annually in the Federal Register.

21. SAFE OPERATION OF MOTOR VEHICLES

Applicability to Contracts: Applies to the Contract if it exceeds the Simplified Acquisition Threshold.

Flow down Requirements: Flows Down to Contractor and its Subcontractors at every tier

Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (2) Including a "Seat Belt Use" provision in each third-party agreement related to the Award.

Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text

Messaging While Driving,” December 30, 2009; and (3) the following U.S. DOT Special Provision pertaining to Distracted Driving:

- i. *Safety*. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Contractor, or when performing any work for or on behalf of the County under the Contract;
- ii. *Recipient Size*. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- iii. *Extension of Provision*. Contractor agrees to include (i) – (ii) above in its third party agreements with Subcontractors and encourage its Subcontractors to comply with this Special Provision, and include this Special Provision in each third party sub-agreement at each tier supported with Federal Assistance.

TRANSPORT OF PROPERTY OR PERSONS

22. FLY AMERICA

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

Flow down Requirements: Flows Down from County to Contractor, who is responsible for ensuring that lower tier Subcontractors comply.

Contractor agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118 (the “Fly America Act”), and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 CFR §§ 301-10.131 – 301-10.143 which require the use of U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance

with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. CARGO PREFERENCE

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: Flows Down to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

Contractor shall comply with the shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381 and agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through Contractor in the case of a Subcontractor's bill of lading.).
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

PLANNING, RESEARCH, DEVELOPMENT, & DEMONSTRATION PROJECTS

24. PATENT AND RIGHTS IN DATA

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to projects involving Federal Assistance to support the costs of a research, development, demonstration, or a special studies project. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: Flows Down to Contractor and its agreements with Subcontractors at every tier covered under 37 USC 401.2.

I

(a) General. Contractor agrees that:

(1) Depending on the nature of the Contract, the Federal Government may acquire patent rights when County, Contractor, or its Subcontractors produce a patented or patentable invention, improvement, or discovery.

(2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with Federal Assistance provided through the Contract; or

(3) When a patent is issued or patented information becomes available as described in (2) above, the Contractor will notify County immediately (and County will then notify the FTA) and provide a detailed report satisfactory to County and the FTA.

(b) Federal Rights. Contractor agrees that:

(1) Its rights and responsibilities and each Subcontractor's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Contractor or Subcontractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, Contractor and its Subcontractors shall transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(c) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with Federal Assistance provided through the FTA Master Agreement are program income and must be used in compliance with applicable federal requirements.

(c) Rights in Data and Copyrights.

i. *Definition of "Subject Data."* As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the FTA Master Agreement. Examples of subject data include, but are not limited

to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the FTA Master Agreement.

ii. *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the FTA Master Agreement:

(1) *Prohibitions.* Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.

(2) *Exceptions.* The prohibitions do not apply to publications or reproductions for the County's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

iii. *Federal Rights in Data and Copyrights.* Contractor agrees that:

(1) *General.* It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and

(2) *U.S. DOT Public Access Plan – Copyright License.* Contractor grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. Contractor herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

iv. *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing Federal Assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to County and its third party contractors. Therefore, Contractor agrees that:

(1) *Publicly Available Report.* When an Award providing Federal Assistance for any of the programs described above is completed, Contractor shall assist County, if requested, to

provide the FTA with a report that FTA may publish or make available for publication on the Internet.

(2) *Other Reports.* Contractor shall provide to County other reports related to the Contract that FTA may request.

(3) *Availability of Subject Data.* FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third-Party Participant at any tier, except as the Federal Government determines otherwise in writing.

(4) *Identification of Information.* Contractor shall identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) *Incomplete.* If the Contract is not completed for any reason whatsoever, all data developed with Federal Assistance for the Contract becomes subject data and must be delivered as the Federal Government may direct.

(6) *Exception.* This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the County's use and acquired with FTA capital program assistance.

(d) License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, Contractor agrees that license fees and royalties for patents, patent applications, and inventions produced with Federal Assistance are program income and must be used in compliance with federal applicable requirements.

(e) Hold Harmless. Upon request by the Federal Government, Contractor agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless County and the Federal Government against any liability, including costs and expenses of County and the Federal Government, and their officers, employees, and agents acting within the scope of their official duties. Contractor will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees, or agents, or if indemnification is prohibited or limited by applicable state law.

(f) Restrictions on Access to Patent Rights. Nothing in this section pertaining to rights in data either implies a license to the Federal Government under any patent or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

(g) Data Developed Without Federal Assistance or Support. Contractor agrees that in certain circumstances it may need to provide to FTA data developed without any Federal Assistance or support. Nevertheless, this section generally does not apply to data developed without Federal Assistance, even though that data may have been used in connection with the Contract. The Recipient agrees that the Federal Government will not be able to protect data developed without Federal Assistance from unauthorized disclosure unless that data is clearly marked “Proprietary,” or “Confidential.”

(h) Requirements to Release Data. Contractor understands and agrees that the Federal Government may be required to release data and information that Contractor or County submits to the Federal Government as required under:

(1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;

(2) The U.S. DOT Common Rules;

(3) The U.S. DOT Public Access Plan, which provides that County agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board’s (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at <http://ntl.bts.gov/publicaccess/howtocomply.html>; or

(4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Contract, the accompanying FTA Master Agreement, and any Amendments thereto.

25. PRIVACY ACT

Applicability to Contracts: The Federal Privacy Act requirements apply to all contracts.

Flow down Requirements: Flows Down to Contractor and its Subcontractors at every tier.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any Contract:

Contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government.

Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal Assistance provided by FTA.

MISCELLANEOUS SPECIAL REQUIREMENTS

26. BUS TESTING

Applicability to Contracts: The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: There are no Flow Down requirements for Bus Testing.

If this Contract pertains to the acquisition of rolling stock/turnkey, the Contractor manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

(a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to County at a point in the procurement process specified by County which will be prior to County's final acceptance of the first vehicle.

(b) A manufacturer who releases a report under paragraph a) above shall provide notice to the operator of the testing facility that the report is available to the public.

(c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to County prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

A Bus Testing Compliance Certification is attached as Exhibit 9.

27. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow down Requirements: There are no Flow Down requirements.

Contractor agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following:

- (a) **Buy America Requirements.** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (b) **Solicitation Specification Requirements.** Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (c) **Federal Motor Vehicle Safety Standards (FMVSS).** Contractor shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations

28. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

If this Contract involves the procurement of transit vehicles, Contractor agrees that each Transit Vehicle Manufacturer (TVM), as a condition of being authorized to bid or propose on FTA-assisted transit vehicle manufacturer procurements, must submit a certification that it has complied with FTA's DBE requirements at 49 CFR Part 26.49. Only those TVMs listed on FTA's certified list of TVMs, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 10.

29. ADDITIONAL ENVIRONMENTAL PROTECTIONS

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

General. Contractor agrees to, and assures that its Subcontracts will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance including without limitation the following:

- i. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
- ii. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
- iii. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
- iv. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247);
- v. Other federal environmental protection laws, regulations, and requirements applicable to County, County's Federal Assistance, or the Contract;
- vi. Federal Guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews," January 14, 2013;
 - (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
 - (c) Other federal environmental guidance applicable to County, County's Federal Assistance, or the Contract.
- vii. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 CFR 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
- viii. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012;
- ix. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for FTA Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance; and

- x. U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 774, and referenced in 49 CFR Part 622.

Historic Preservation. Contractor agrees to, and assures that its Subcontractors will:

- i. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
- ii. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
- iii. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
- iv. Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 CFR Part 800.
- v. Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties

Indian Sacred Sites. Contractor agrees to, and assures that its Subcontractors will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771)

Energy Conservation. Contractor agrees to, and assures that its Subcontractors will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR Part 622, subpart C

Recycled Products. The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247, requires contracts of \$10,000 or more specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For

information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>

30. NATIONAL ITS ARCHITECTURE

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

If this Contract involves an Intelligent Transportation System (ITS) project, Contractor agrees to conform to the National Intelligent Transportation Systems Architecture and Standards requirements of 23 U.S.C Section 517(d) and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, to any subsequent implementing directives, and all other applicable federal guidance, except to the extent FTA determines otherwise in writing.

The National ITS Architecture Policy Requirements include, without limitation, the following:

- a) ITS projects funded by the Highway Trust Fund and the Mass Transit Account must conform to a regional ITS Architecture once it is adopted;
- b) Prior to the adoption of a regional ITS architecture, "Major ITS Projects" must include the development of a project level architecture;
- c) All ITS Projects must be based upon a Systems Engineering Analysis and use U.S. DOT adopted ITS standards as appropriate ;
- d) Regional ITS architecture development must be consistent with the area's transportation planning process (Long Range Plan and Transportation Improvement Program); and
- e) FTA grantees will self-certify compliance. No specific documentation is defined, however, each grantee (area) must be able to demonstrate compliance and provide for maintenance and updating of the architecture as needed.

In order to more fully understand the implications of the above requirements Contractor, should read and find out more about the policy at: <https://www.its.dot.gov/index.htm> and at <https://local.iteris.com/arc-it/>

31. ACCESS FOR INDIVIDUALS WITH DISABILITIES

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access.

Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal Assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable.

In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto and agrees to follow applicable Federal implementing directives. Among these regulations and directives are: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

32. VETERANS EMPLOYMENT

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

If this purchase order or Contract involves a capital project, Contractor agrees that it and its Subcontractors shall comply with 49 U.S.C. 5325(K) and to the extent practicable, Contractor and its Subcontractors:

- (1) Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a Third-Party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53; and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

33. PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION

Applicability to Contracts: Applicable to all contracts as provided under applicable federal, state, and local laws and regulations.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

To the extent applicable, Contractor agrees to comply with the following requirements for the protection of sensitive security information:

- (a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15.
- (b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.
- (c) U.S. DOT Common Rules, which require Federal Assistance recipients to implement, and to require their subrecipients, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or passthrough entity designates as sensitive; and
- (d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

34. FREEDOM OF INFORMATION ACT

Applicability to Contracts: Contractor agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Flow down Requirements: Flows Down to Subcontractors at every tier as provided under applicable federal, state, and local laws and regulations.

A. Records. Contractor agrees that all materials submitted to FTA that are related to the FTA Master Agreement have or will become federal agency records and are or will be subject to FOIA and to public release through individual FOIA requests unless FTA determines that a valid exemption under FOIA or another statute applies.

B. Confidentiality. President Obama's "Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act," dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore Contractor agrees that:

(1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information, irrespective of its format, merely because it is accompanied by a "routine" confidentiality statement that may appear on:

- (a) Information about the Contract, the FTA Master Agreement, and any Amendments thereto;
- (b) Information accompanying or supplementing the Contract, the FTA Master Agreement, and any Amendments thereto; or
- (c) Any other information FTA may obtain.

(2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.

(3) Any genuinely confidential, privileged, or sensitive security information will be marked clearly and specifically as confidential or privileged, and justified as confidential or privileged under FOIA standards. Contractor shall mark all sensitive security information (SSI), as defined by 49 CFR § 15.5, as set forth in 49 CFR § 1520.13. Contractor shall not mark non-SSI material as SSI. Also refer to Section 36 of this Agreement, regarding the protection of SSI and other sensitive information.

Exhibit 1A: Letter of Intent between CHA Consulting, Inc. and Azimuth 360 Consulting Group, Inc.

Exhibit 1A

Broward County Board of
County Commissioners

Bid TRN2124559P1



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: TRN2124559P1	Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
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Bidder/Offeror Name: CHA Consulting, Inc.

Address: 8935 NW 35th Lane, Suite 200 **City:** Doral **State:** FL **Zip:** 33172

Authorized Representative: Michael A. Platt **Phone:** (518) 453-4506

DBE/ACDBE Subcontractor/Supplier Name: Azimuth 360 Consulting Group, Inc.

Check one: ☐ **Address:** 10833 NW 83rd Street, Unit 8

DBE ☒ **City:** Doral **State:** FL **Zip:** 33178 **Phone:** 786-554-3050


ACDBE **Authorized Representative:** Johan E. Morelos

- This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Construction Engineering Inspection	541330	\$630,000.00	15%

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative


(Signature)

General Counsel & EVP
(Title)

02/21/2023
(Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative


(Signature)

President
(Title)

02/20/2023
(Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013

Exhibit 1A: Letter of Intent between CHA Consulting, Inc. and Botas Engineers, Inc.

Exhibit 1A

Broward County Board of
County Commissioners

Bid TRN2124559P1



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: TRN2124559P1	Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
--------------------------------------	--

Bidder/Offeror Name: CHA Consulting, Inc.

Address: 8935 NW 35th Lane, Suite 200 City: Doral State: FL Zip: 33172

Authorized Representative: Michael A. Platt Phone: (518) 453-4506

DBE/ACDBE Subcontractor/Supplier Name: Botas Engineering, Inc.

Check one: Address: 8935 NW 35th Lane, Suite 202

DBE City: Doral State: FL Zip: 33172 Phone: (305) 418-9111

ACDBE Authorized Representative: Patricia m. Botas, P.E.

- This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Threshold Building Inspection	541330	\$210,000.00	5%

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

(Signature)

General Counsel & EVP

(Title)

2/21/2023

(Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature)

PRESIDENT

(Title)

2/16/2023

(Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013

12/23/2022 9:49 AM

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Exhibit 1A: Letter of Intent between CHA Consulting, Inc. and HBC Engineers, Inc.

Exhibit 1A

Broward County Board of
County Commissioners

Bid TRN2124559P1



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: TRN2124559P1	Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
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Bidder/Offeror Name: CHA Consulting, Inc.

Address: 8935 NW 35th Lane, Suite 200 **City:** Doral **State:** FL **Zip:** 33172

Authorized Representative: Michael A. Platt **Phone:** (518) 453-4506

DBE/ACDBE Subcontractor/Supplier Name: HBC Engineering Company

Check one: ☐ **Address:** 8935 NW 35th Lane, Suite 201

☒ **DBE** **City:** Doral **State:** FL **Zip:** 33172 **Phone:** (786) 477-4614

☐ **ACDBE** **Authorized Representative:** Adebayo Coker, PE

- This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Construction Engineering Inspection	541330	\$630,000.00	15%

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

General Counsel & EVP

(Signature)

(Title)

2/21/2023

(Date)

DBE/ACDB Subcontractor/Supplier Authorized Representative

(Signature)

President

(Title)

02-16-2023

(Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

DBE ACDBE Letter of Intent - Rev. January 2013



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number: TRN2124559P1	Project Title: CEI Services for Countywide Transit Infrastructure Improvement Program (FTA)
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Bidder/Offeror Name: CHA Consulting, Inc.

Address: 8935 NW 35th Street, Suite 200 City: Doral State: FL Zip: 33172

Authorized Representative: Michael A. Platt Phone: (518) 453-4506

DBE/ACDBE Subcontractor/Supplier Name: Longitude Surveyors, LLC

Check one: Address: 7700 N. Kendall Drive, Suite 705

DBE City: Miami State: FL Zip: 33156 Phone: 305-463-0912

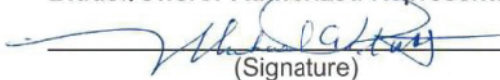
ACDBE Authorized Representative: Eduardo Suarez

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value
Surveying and Mapping	541370	\$84,000.00	2%

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative


(Signature)

General Counsel & EVP
(Title)

08/08/2023
(Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

Suarez, Eduardo
(Signature)

Digitally signed
Reason: I have reviewed this document
Date: 2023.08.08 16:56:46 -04'00'

President
(Title)

08/08/2023
(Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

VENDOR'S OPPORTUNITY LIST

This solicitation involves federally assisted funding. Federal law requires Broward County to create and maintain a database of all firms that are participating or attempting to participate in federally assisted contracts sponsored by the U.S. Department of Transportation.

Vendor must complete Part A below. Part B must be completed by each Subcontractor/Subconsultant who seeks to work on this contract. The completed form(s) should be returned with the Vendor's submittal. If not provided with the submittal, Vendor must submit the form(s) within three business days after County's request. Vendor may be deemed nonresponsive for failure to fully comply within the stated timeframe.

Part A.

<p>1. Federal Tax ID Number:</p> <div style="border: 1px solid black; padding: 2px;">16-0966259</div> <p>2. Firm Name:</p> <div style="border: 1px solid black; padding: 2px;">CHA Consulting, Inc.</div> <p>3. Phone Number:</p> <div style="border: 1px solid black; padding: 2px;">(305) 592-7283</div> <p>4. Address:</p> <div style="border: 1px solid black; padding: 2px;">8935 NW 35th Lane, Suite 200</div> <div style="border: 1px solid black; padding: 2px;">Doral, FL 33172</div> <p>5. Year Firm Established:</p> <div style="border: 1px solid black; padding: 2px;">1952</div> <p>6. <input type="checkbox"/> DBE <input checked="" type="checkbox"/> Non-DBE</p> <p>7. Type of work bid on: (Please specify)</p> <div style="border: 1px solid black; padding: 2px;">Construction Engineering and Inspection</div>	<p>8. Contract Amount:</p> <div style="border: 1px solid black; padding: 2px;">\$ 4,200,000</div> <p>9. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input checked="" type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> More than \$1 billion</p>
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(Continued)

Part B. Subcontractor/Subconsultant Information

Provide this information for all subcontractors/subconsultants who provided Vendor with a bid/quote/proposal to perform work on the project. Submit additional forms for each subcontractor/subconsultant as needed.

<p>1. Federal Tax ID Number:</p> <div style="border: 1px solid black; padding: 2px;">27-3308888</div> <p>2. Firm Name:</p> <div style="border: 1px solid black; padding: 2px;">Azimuth 360 Consulting Group, Inc.</div> <p>3. Phone Number:</p> <div style="border: 1px solid black; padding: 2px;">786-554-3050</div> <p>4. Address:</p> <div style="border: 1px solid black; padding: 2px;">10833 NW 83 Street, Unit 8</div> <div style="border: 1px solid black; padding: 2px;">Doral, Florida 33178</div> <p>5. Year Firm Established:</p> <div style="border: 1px solid black; padding: 2px;">2010</div> <p>6. <input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: (Please specify)</p> <div style="border: 1px solid black; padding: 2px; min-height: 80px;">Construction engineering inspections</div>	<p>9. Contract Amount or Percentage:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">\$ _____</div> <div style="border: 1px solid black; padding: 2px;">15 %</div> </div> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input checked="" type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> More than \$1 billion</p>
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Part B. Subcontractor/Subconsultant Information

Provide this information for all subcontractors/subconsultants who provided Vendor with a bid/quote/proposal to perform work on the project. Submit additional forms for each subcontractor/subconsultant as needed.

<p>1. Federal Tax ID Number:</p> <div style="border: 1px solid black; padding: 2px;">65-0670569</div> <p>2. Firm Name:</p> <div style="border: 1px solid black; padding: 2px;">Botas Engineering, Inc.</div> <p>3. Phone Number:</p> <div style="border: 1px solid black; padding: 2px;">305-418-9111</div> <p>4. Address:</p> <div style="border: 1px solid black; padding: 2px;">8935 NW 35 Ln, Suite 202</div> <div style="border: 1px solid black; padding: 2px;">Doral, Florida 33172</div> <p>5. Year Firm Established:</p> <div style="border: 1px solid black; padding: 2px;">1995</div> <p>6. <input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: (Please specify)</p> <div style="border: 1px solid black; padding: 2px; min-height: 80px;">Structural/Threshold inspections</div>	<p>9. Contract Amount or Percentage:</p> <div style="display: flex; justify-content: space-around; align-items: center;"><div style="border: 1px solid black; padding: 2px;">\$ _____</div><div style="border: 1px solid black; padding: 2px;">5 _____ %</div></div> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input checked="" type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> More than \$1 billion</p>
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Part B. Subcontractor/Subconsultant Information

Provide this information for all subcontractors/subconsultants who provided Vendor with a bid/quote/proposal to perform work on the project. Submit additional forms for each subcontractor/subconsultant as needed.

<p>1. Federal Tax ID Number:</p> <p>22-3936061</p> <p>2. Firm Name:</p> <p>HBC Engineering Company</p> <p>3. Phone Number:</p> <p>305-232-7933</p> <p>4. Address:</p> <p>8935 NW 35 Lane, Suite 201</p> <p>Doral, Florida 33172</p> <p>5. Year Firm Established:</p> <p>2006</p> <p>6. <input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor</p> <p><input checked="" type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: (Please specify)</p> <p>Construction Engineering & Inspections</p>	<p>9. Contract Amount or Percentage:</p> <p>\$ _____ 15 %</p> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input type="checkbox"/> \$1 million – less than \$5 million</p> <p><input checked="" type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> More than \$1 billion</p>
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Part B. Subcontractor/Subconsultant Information

Provide this information for all subcontractors/subconsultants who provided Vendor with a bid/quote/proposal to perform work on the project. Submit additional forms for each subcontractor/subconsultant as needed.

<p>1. Federal Tax ID Number:</p> <div style="border: 1px solid black; padding: 2px;">36-4551726</div> <p>2. Firm Name:</p> <div style="border: 1px solid black; padding: 2px;">Longitude Surveyors, LLC</div> <p>3. Phone Number:</p> <div style="border: 1px solid black; padding: 2px;">305-463-0912</div> <p>4. Address:</p> <div style="border: 1px solid black; padding: 2px;">7700 N. Kendall Drive, Suite 705</div> <div style="border: 1px solid black; padding: 2px;">Miami, Florid 33156</div> <p>5. Year Firm Established:</p> <div style="border: 1px solid black; padding: 2px;">2004</div> <p>6. <input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor</p> <p style="padding-left: 20px;"><input checked="" type="checkbox"/> Subconsultant</p> <p>8. Type of work bid on: (Please specify)</p> <div style="border: 1px solid black; padding: 2px; min-height: 80px;">Surveying</div>	<p>9. Contract Amount or Percentage:</p> <div style="display: flex; justify-content: space-around; align-items: center;"><div style="border: 1px solid black; padding: 2px;">\$ _____</div><div style="border: 1px solid black; padding: 2px;">2 %</div></div> <p>10. Annual Gross Receipts:</p> <p><input type="checkbox"/> Less than \$200,000</p> <p><input type="checkbox"/> \$200,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - less than \$1 million</p> <p><input checked="" type="checkbox"/> \$1 million – less than \$5 million</p> <p><input type="checkbox"/> \$5 million – less than \$10 million</p> <p><input type="checkbox"/> \$10 million – less than \$20 million</p> <p><input type="checkbox"/> \$20 million – less than \$50 million</p> <p><input type="checkbox"/> \$50 million – less than \$100 million</p> <p><input type="checkbox"/> \$100 million – less than \$500 million</p> <p><input type="checkbox"/> \$500 million – less than \$1 billion</p> <p><input type="checkbox"/> More than \$1 billion</p>
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EXHIBIT 3: Monthly DBE Utilization Report

[Monthly DBE Utilization Report Form \(broward.org\)](https://www.broward.org/transportation/DBE/DBE%20Utilization%20Report%20Form.pdf)



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
MONTHLY DBE UTILIZATION REPORT

Report No. _____

CONTRACT#:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:		PROJECT COMPLETION DATE:			
PRIME CONTRACTOR:		PERIOD ENDING:		AMT. PAID TO PRIME:	
CONTACT PERSON:		TELEPHONE #:		FAX #:	

SUBCONTRACTING INFORMATION
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender				Ethnic Category			
								M	F	B		M	H	A	W
Total Amt. Paid to DBE Firms															
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender				Ethnic Category			
								M	F	B		M	H	A	W
Total Amt. paid to Non-DBE Firms															

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

EXHIBIT 4: Final DBE Utilization Report

[Final Monthly DBE Utilization Report Form \(broward.org\)](#)



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
FINAL DBE UTILIZATION REPORT
(To be submitted with the final invoice)

Report No. _____

CONTRACT#:	CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:		PROJECT COMPLETION DATE:
PRIME CONTRACTOR:	PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:	TELEPHONE #:()	FAX #:()

SUBCONTRACTING INFORMATION
All Payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category			
								M	F	B	H	A	NA W
Total Amt. Paid to DBE Firms													
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category			
								M	F	B	H	A	NA W
Total Amt. paid to Non-DBE Firms													

Black American – B; Hispanic American – H; Asian American – A; Native American – NA; Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

Exhibit 5: Government-Wide Debarment Certification

Broward County Board of
County Commissioners

Bid TRN2124559P1

EXHIBIT 5: GOVERNMENT-WIDE DEBARMENT CERTIFICATION

GOVERNMENT WIDE DEBARMENT AND SUSPENSION CERTIFICATION (FOR PROCUREMENTS OF \$25,000 OR GREATER)

By signing and submitting this proposal, the Contractor/Subcontractor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor/Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Contractor/Subcontractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the Contractor/Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Contractor/Subcontractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The Contractor/Subcontractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

Source:

23 CFR Part 1200, Appendix. A - CERTIFICATION AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

FTA Best Practices Procurement & Lessons Learned Manual, October 2016

Current as of 9/16/21

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Exhibit 5: Government-Wide Debarment Certification (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The Contractor/Subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Contractor/Subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Contractor certifies that it will comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while its offer is valid and throughout the period of any contract that may arise from its offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

This certification is a material representation of fact relied upon by County. If it is later determined by County or any Federal Government that Contractor/Subcontractor knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

2/21/2023
(Date)


Authorized Signature

Print Name: Michael A. Platt

Print Title: General Counsel & EVP

Company Name: CHA Consulting, Inc.

Instructions: The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Source:

23 CFR Part 1200, Appendix. A - CERTIFICATION AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

FTA Best Practices Procurement & Lessons Learned Manual, October 2016

Current as of 9/16/21

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Exhibit 7A: Lobbying Restrictions Certification

Broward County Board of
County Commissioners

Bid TRN2124559P1

EXHIBIT 7A: LOBBYING RESTRICTIONS CERTIFICATION

LOBBYING RESTRICTIONS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

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

February 21, 2023
Date


Signature of Contractor's Authorized Official

Michael A. Platt, General Counsel & EVP
Name and Title of Contractor's Authorized Official

AUTHORITY: Section 319, [Public Law 101-121 \(31 U.S.C. 1352\)](#); [49 U.S.C. 322\(a\)](#).
Current through September 9, 2021; 86 FR 50483.

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12/23/2022 9:49 AM

p. 107

Exhibit 7A: Lobbying Restrictions Certification (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: CHA Consulting, Inc. 575 Broadway Albany, NY 12207 Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: Federal Transit Administration		7. Federal Program Name/Description: Broward County, FL CEI Services for Countywide Transit Infrastructure Improvement Program CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): None.		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): None.
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: Michael A. Platt Title: General Counsel & EVP Telephone No.: (518) 453-4500 Date: 2/21/2023
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

AUTHORITY: Section 319, [Public Law 101-121 \(31 U.S.C. 1352\)](#); [49 U.S.C. 322\(a\)](#).

Current through September 9, 2021; 86 FR 50483.

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Exhibit 7A: Lobbying Restrictions Certification (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

AUTHORITY: Section 319, [Public Law 101-121 \(31 U.S.C. 1352\)](#); [49 U.S.C. 322\(a\)](#).

Current through September 9, 2021; 86 FR 50483.

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Exhibit 7A: Lobbying Restrictions Certification (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

AUTHORITY: Section 319, [Public Law 101-121 \(31 U.S.C. 1352\)](#); [49 U.S.C. 322\(a\)](#).
Current through September 9, 2021; 86 FR 50483.

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Exhibit 7B: Lobbying Restrictions Certification (for Loan Guarantees and Loan Insurance)

Broward County Board of
County Commissioners

Bid TRN2124559P1

EXHIBIT 7B: LOBBYING RESTRICTIONS CERTIFICATION

LOBBYING RESTRICTIONS CERTIFICATION (for Loan Guarantees and Loan Insurance)

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

February 21, 2023
Date



Signature of Contractor's Authorized Official

Michael A. Platt, General Counsel & EVP
Name and Title of Contractor's Authorized Official

AUTHORITY: Section 319, [Public Law 101-121 \(31 U.S.C. 1352\)](#); [49 U.S.C. 322\(a\)](#).
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Exhibit 7B: Lobbying Restrictions Certification (for Loan Guarantees and Loan Insurance) (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

AUTHORITY: Section 319, [Public Law 101-121 \(31 U.S.C. 1352\)](#); [49 U.S.C. 322\(a\)](#).

Current through September 9, 2021; 86 FR 50483.

Exhibit 7B: Lobbying Restrictions Certification (for Loan Guarantees and Loan Insurance) (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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AUTHORITY: Section 319, [Public Law 101-121](#) (31 U.S.C. 1352); [49 U.S.C. 322\(a\)](#).
Current through September 9, 2021; 86 FR 50483.

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Exhibit 7B: Lobbying Restrictions Certification (for Loan Guarantees and Loan Insurance) (Cont.)

Broward County Board of
County Commissioners

Bid TRN2124559P1

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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AUTHORITY: Section 319, [Public Law 101-121](#) ([31 U.S.C. 1352](#)); [49 U.S.C. 322\(a\)](#).
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Exhibit 11: Acknowledgment

Broward County Board of
County Commissioners

Bid TRN2124559P1

EXHIBIT 11: ACKNOWLEDGEMENT

FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDING SUPPLEMENT ACKNOWLEDGEMENT

The undersigned Contractor hereby certifies that (i) it has received a full and complete copy of County's FTA Funding Supplement that includes all required FTA clauses, disclosures, certifications, forms, and all other information required by the U.S. Department of Transportation; (ii) it shall comply with the FTA Funding Supplement and the Standard Terms and Conditions (as defined in the FTA Funding Supplement) which are incorporated into and are a part of the Contract (as defined in the FTA Funding Supplement); (iii) Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requirements or requests which would cause the County to be in violation of any FTA regulation or requirement; and (iv) in the event of a conflict between any provision in the Contract (as amended by the FTA Funding Supplement) and the Standard Terms and Conditions, the applicable provision(s) in the Standard Terms and Conditions shall prevail.

2/21/2023
(Date)



Authorized Signature

Print Name: Michael A. Platt

Print Title: General Counsel & EVP

Name of Company: CHA Consulting, Inc.

Instructions: The Contract is funded in whole or in part by funds received by County from the FTA. Additional information regarding Contractor's and its Subcontractors FTA obligations under the Contract and The Standard Terms and Conditions imposed by the FTA are available on the FTA's website at <https://www.transit.gov>. References to the Code of Federal Regulations (CFR) are available at: <http://www.ecfr.gov>.

Source: Broward CAO/drp
Current as of 9/21/21

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