



**AGREEMENT BETWEEN BROWARD COUNTY AND ALFRED BENESCH & COMPANY  
FOR BCT TRANSIT DEVELOPMENT PLAN FY2024-33 (RFP # TRN2125161P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Alfred Benesch & Company, an Illinois corporation authorized to do business in Florida (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. Section 341.052, Florida Statutes, created the public transit block grant program administered by the Florida Department of Transportation (“FDOT”). The public transit block grant program provides funding to public transit providers to assist with operating costs incident to the provision of public transit services. County is a recipient of public transit block grant funds.

B. Grant recipients are required to create Transit Development Plans ("TDP") as their planning, development, and operational guidance document, based on a ten-year horizon and conduct a major update every five (5) years.

C. County issued request for proposals (“RFP”) No. TRN2125161P1 seeking to engage a firm to provide services the Broward County Transportation Department Transit Development Plan FY2024-33.

D. Contractor represents that Contractor has the experience necessary to create the TDP adequately and competently for County. County desires to engage Contractor to create the TDP.

E. Negotiations pertaining to these services were undertaken between County and Contractor, 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. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of Transportation for Broward County, the Deputy Director of the Transportation Department, or such other person designated by the Director of the Transportation Department in writing.

- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.6. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.
- 1.7. **Purchasing Director** means County’s Director of Purchasing.
- 1.8. **Services** means all work required of Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in the Scope of Services attached as Exhibit A, and any Optional Services procured under this Agreement.
- 1.9. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.
- 1.10. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term “Subcontractor” includes all subconsultants.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit D</b>	<b>Work Authorization Form</b>
<b>Exhibit E</b>	<b>CBE/SBE Subcontractor Schedule and Letters of Intent</b>
<b>Exhibit F</b>	<b>Certification of Payments to Subcontractors and Suppliers</b>

## ARTICLE 3. SCOPE OF SERVICES

- 3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 3.2. Optional Services. If any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of Optional Services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator

may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and shall end twelve (12) months after the date of the Notice to Proceed ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to two additional three (3) month term (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to Contractor at least thirty (30) days prior to the expiration of the then-current terms. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. 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 pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

#### **ARTICLE 5. COMPENSATION**

5.1. Maximum Amount Not-To-Exceed Compensation. The amount set forth in this Section 5.1 is the total compensation payable to Contractor and constitutes a limitation upon County's obligation to compensate Contractor for Services under this Agreement, but does not constitute a limitation of any sort upon Contractor's obligation to perform all Services required under this

Agreement. Compensation to Contractor shall be based upon the Salary Costs as set forth in Exhibit B (Payment Schedule) up to a maximum-not-to-exceed amount of Six Hundred Sixty Five Thousand Six Hundred Twenty Nine Dollars and Twenty Cents (\$665,629.20).

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe (a) the Services performed, (b) the personnel involved, (c) hours worked, (d) tasks performed, and (e) any other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Exhibit F) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable personnel and hours worked, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. 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) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. If an audit reveals overcharges of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within forty-five (45) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs, loss of potential investment returns, and interest.

5.6. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Contractor shall provide County a copy of Contractor's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

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

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor'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 Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor 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. Contractor 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 Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor 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. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor 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 Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor 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 Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor 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 Contractor violates this section, County

may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services 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 Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors 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. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.13. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor 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 Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

## ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by

Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 8. INSURANCE**

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors 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.

8.2. Contractor 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.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor 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, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor 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).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor 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 Contractor.

8.7. Contractor 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 Effective Date or commencement of Services. Contractor 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 Contractor 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. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

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

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

8.10. If Contractor or any Subcontractor 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 Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (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 Effective Date, Contractor 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 9. TERMINATION

9.1. Termination for Cause. 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 be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor'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 submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

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

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

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with this section. 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 this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed 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, and County shall have no further obligation to pay Contractor for Services under 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. 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. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor 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.

10.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

10.4. Contractor must meet or exceed the required CBE goal by utilizing the CBE firms listed in Exhibit E (or a CBE firm substituted for a listed firm, if permitted) for thirty percent (30%) of total Services (the “Commitment”) for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Contractor shall enter into formal contracts with the CBE firms listed in Exhibit E and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

10.5. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute

another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Contractor shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated damages shall be County's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81 of the Code. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

10.7. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify County in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.

10.8. County may modify the required participation of CBE firms in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

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

10.10. The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Contractor's contract with a CBE firm shall not preclude County or its representatives from inquiring into claims of nonpayment.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor 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 Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. 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;

11.3.3. 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

11.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law 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.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must 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 nondisclosure of Restricted Material in response to a third-party request.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC**

**RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-8842, TRANSITRECORDS@BROWARD.ORG, ONE N. UNIVERSITY DRIVE, SUITE 3100A, PLANTATION FLORIDA 33324.**

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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 reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of County's audit. 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 Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

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

11.6. 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 not in its regulatory capacity. 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.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed 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.

11.8. Third-Party Beneficiaries. Neither Contractor 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.

11.9. Notice and Payment Address. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Transportation Department  
Attn: Coree Cuff Lonergan, Director of Transportation  
1 North University Drive, Suite 3100A  
Plantation, Florida 33324  
Email address: ccufflonergan@broward.org

FOR CONTRACTOR:

Benesch  
Attn: William Ball, AICP, Florida Division Manager | Senior Vice President  
1000 N. Ashley Drive, Suite 400  
Tampa, FL 33602  
Email address: bball@benesch.com

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately

terminate this Agreement, in addition to any other remedies available to County 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.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor 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 Contractor 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 Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. 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.

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

11.14. 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.

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

11.16. 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 any 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. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17. 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 within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18. 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.**

11.19. Amendments. Unless 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 Contractor.

11.20. 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.

11.21. Payable Interest

11.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor 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.

11.21.2. 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).

11.22. 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.

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

11.24. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.25. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.26. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the "Broward County Living Wage Ordinance," Sections 26-100 through 26-105 of the Code, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.27. Polystyrene Food Service Articles. Contractor 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.

(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 \_\_\_\_\_, 2023, and Contractor, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2023

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

William J.  
By Bucciero  Digitally signed by William J. Bucciero  
Date: 2023.05.04 16:40:39 -04'00'  
William Bucciero (Date)  
Assistant County Attorney

Angela J.  
By Wallace  Digitally signed by Angela J. Wallace  
Date: 2023.05.05 10:42:31 -04'00'  
Angela J Wallace (Date)  
Transportation Surtax General Counsel

**AGREEMENT BETWEEN BROWARD COUNTY AND ALFRED BENESCH & COMPANY  
FOR BCT TRANSIT DEVELOPMENT PLAN FY2024-33 (RFP # TRN2125161P1)**

CONTRACTOR

Alfred Benesch & Company

By: William L. Ball Digitally signed by William L. Ball  
Date: 2023.05.04 16:08:23 -04'00'  
Authorized Signer

William L. Ball, Sr. Vice President  
Print Name and Title

4 day of May, 2023

WITNESS:

Christina Gomez Digitally signed by Christina Gomez  
Date: 2023.05.04 16:14:59 -04'00'  
Signature

Christina Gomez  
Print Name of Witness above

**Exhibit A**  
**SCOPE OF SERVICES**  
**BCT Transit Development Plan FY2024-33**

**1. INTRODUCTION**

- 1.1. Rule 14-73.001, Florida Administrative Code (“F.A.C.”), titled “Public Transit,” requires Broward County (“County”) to create a Transit Development Plan (“TDP”) as its planning, development, and operational guidance document, based on a ten-year horizon and to conduct a major update every five (5) years. The County will conduct the five (5) year major update, in Fiscal Year’s (FY) 2022 and 2023. The TDP is a strategic business plan and visioning document for the Broward County Transportation Department (“BCT”). The overall goal of the TDP is to address the growth needs of the County’s existing and future transit users as follows: (1) define the public transportation needs in Broward County, (2) evaluate the services BCT currently provides, (3) conduct a robust public participation process, (4) coordinate and seek input from stakeholders and their existing planning efforts, (5) develop agency and community goals and objectives, (6) develop a plan of transit capital and service alternatives that address the community’s transit needs, and (7) develop an action plan that can be monitored and updated by the County on an annual basis. This will be the County’s third Major TDP effort since Rule 14-73.001, F.A.C., was adopted. The Consultant shall be retained for 12-months and expected to provide timely delivery of the TDP to Florida Department of Transportation (“FDOT”).
- 1.2. BCT is the public transit service provider in Broward County, FL., and serves a metropolitan area encompassing nearly 428 square miles of developable land and over 1.9 million people. The County completed its last major five (5) year TDP update ([the FY 2019-28 TDP](#)) in 2018.

**2. BACKGROUND**

- 2.1. [Rule 14-73.001, F.A.C.](#), states:

- 2.1.1. “Transit Development Plans (TDPs). TDPs are required for grant program recipients by Section 341.052, Florida Statutes. A TDP shall be the provider’s planning, development, and operational guidance document, based on a ten-year planning horizon and covers the year for which funding is sought and the nine subsequent years.”

- 2.2. The BCT FY 2024-33 TDP will include all elements described below:

- 2.2.1. Public Involvement Process. The TDP preparation process shall include opportunities for public involvement as outlined in a TDP public involvement plan, approved by the Florida Department of Transportation (FDOT), or the local Metropolitan Planning Organization’s (MPO) Public Involvement Plan.

- 2.2.2. The TDP shall include a description of the process used and the public involvement activities undertaken. As required by Section 341.052, Florida Statutes, comments must be solicited from regional workforce boards established under Chapter 445, Florida Statutes. FDOT, the regional workforce board and the MPO shall be advised of all public meetings where the TDP is to be presented or discussed, and shall be given an opportunity to review and comment on the TDP during the development of the mission, goals, objectives, alternatives, and ten-year implementation program.

- 2.2.3. Situation Appraisal. The TDP is a strategic planning document and will include an appraisal of factors within and outside BCT that affect the provision of transit service. At a minimum the situation appraisal shall include:
- 2.2.3.1. The effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues, and technology on the transit system.
  - 2.2.3.2. An estimation of the community's demand for transit service using the planning tools provided by the FDOT Transit Boarding Estimation and Simulation Tool (TBEST), or a FDOT-approved transit demand estimation technique with supporting demographic, land use, transportation, and transit data. The result of the transit demand estimation process shall be a ten-year annual projection of transit ridership.
  - 2.2.3.3. An assessment of the extent to which the land use and urban design patterns in BCT's service area support or hinder the efficient provision of transit service, including any efforts being undertaken by BCT or local land use authorities to foster a more transit-friendly operating environment.
  - 2.2.3.4. An assessment of the extent to which BCT operates within a regional context and how this support/hinders the efficient provision of transit service, including any efforts being undertaken by BCT and other providers to address origin/destination trips throughout the region.
- 2.2.4. Provider's Mission and Goals. The TDP shall contain BCT's vision, mission, goals, and objectives, taking into consideration the findings of the situation appraisal. This section shall also reinforce measurability of objectives, taking into account performance measures and the setting of benchmarks to track progress.
- 2.2.5. Alternative Courses of Action. The TDP shall develop and evaluate alternative strategies and actions for achieving BCT's goals and objectives, including the benefits and costs of each alternative. Financial alternatives, including options for new or dedicated revenue sources, shall be examined.
- 2.2.6. Ten-Year Implementation Program. The TDP shall identify policies and strategies for achieving BCT's goals and objectives and present a ten-year program for their implementation. The ten-year program shall include: maps indicating areas to be served and the type and level of service to be provided, a monitoring program to track performance measures, a ten-year financial plan listing operating and capital expenses, a capital acquisition or construction schedule, and anticipated revenues by source. The implementation program shall include a detailed list of projects or services needed to meet the goals and objectives in the TDP, including projects for which funding may not have been identified.
- 2.2.7. Relationship to Other Plans. The TDP shall be consistent with the Florida Transportation Plan, the local government comprehensive plans, the MPO Metropolitan Transportation Plan, and regional transportation goals and objectives. The TDP shall discuss the relationship between the ten-year implementation program and other local plans.

### 3. SCOPE OF WORK

- 3.1. The Broward County Transportation Department (BCT) is seeking a qualified professional consulting firm (“Consultant”) with transit planning expertise to develop a 10 - Year Transit Development Plan (TDP). The Scope defines the tasks that will be completed by the Consultant. This work will update the existing BCT FY 2019-28 TDP and in doing so will complete all requirements for a new TDP (FY 2024-33). These tasks will result in the periodic submission of **Technical Memoranda** as work progresses. All tasks culminate in the submission of a draft TDP and feedback provided will be incorporated into the Final TDP.
- 3.2. Below are the key milestones and their time to complete from the date identified in the County’s Notice to Proceed (NTP).

Task	Duration from NTP
Task 1 - Establish an Advisory Review Committee and Project Schedule	4 months
Task 2 - Develop and Implement Public Involvement Plan (PIP)	5 months
Task 3 - Base Data Compilation and Analysis	2 months
Task 4 - Identify and Evaluate Existing Transit Service	3 months
Task 5 - Situation Appraisal	3 months
Task 6 - Estimate Transit Service Demand and Mobility Needs	4 months
Task 7 - Review and Update of Public Transportation Goals, Objectives, and Policies	4 months
Task 8 - Prepare Ten-Year Transit Development Plan	5 months

*\* The Vendor will be retained for 12 months from the NTP to address any comments/needs after TDP submittal and FDOT review process.*

### 4. TASK 1.0 – ESTABLISH AN ADVISORY REVIEW COMMITTEE AND PROJECT SCHEDULE

- 4.1. A TDP Advisory Review Committee (ARC) will be established at the beginning of the project in order to monitor and provide input into the project and evaluate deliverables produced by the Consultant. Membership/composition of the committee will be selected with consultation and input from the BCT Project Manager (PM) and Transportation Department Director. Final approval of the ARC composition and work plan will be determined by the Transportation Department Director.
- 4.2. Once the ARC is established, the Consultant will finalize an overall project schedule for the TDP project. In addition, the Consultant will finalize an ARC meeting schedule and document review schedule.
- 4.3. Deliverables:
- 4.3.1. Formation of TDP ARC,
  - 4.3.2. Final ARC work-plan including meeting/document review schedule, and
  - 4.3.3. Final TDP project schedule, with September 1, 2023 submittal to FDOT and/or other submittal date approved by FDOT of completed draft FY 2024-33 TDP clearly delineated and programmed.

## 5. TASK 2.0 – DEVELOP AND IMPLEMENT PUBLIC INVOLVEMENT PLAN (PIP)

5.1. The Consultant will prepare a Public Involvement Plan (PIP) and take the lead role in coordinating all activities related to the program. The PIP will be consistent with BCT's needs, the TDP Rule and be developed, reviewed and approved by FDOT. The final TDP will also include the following outreach information as a foundation to new PIP activities:

### 5.2. Task 2.1 – Summary of Previous Public Transportation Outreach Activities

5.2.1. The data collected and presented for this section should provide an accurate picture of previous public transportation outreach efforts of the last five years. Including (but not limited to) the following sources:

- 5.2.1.1. BCT FY 2019-28 TDP and all subsequent Annual Updates
- 5.2.1.2. BCT Marketing/Outreach surveys and other efforts
- 5.2.1.3. BCT Customer Service summary information
- 5.2.1.4. Broward MPO PIP information regarding public transportation
- 5.2.1.5. Transportation Surtax
- 5.2.1.6. Transit Systemwide Study
- 5.2.1.7. General Planning Consultant Services
- 5.2.1.8. Other sources as identified by BCT, partners and/or consultant

### 5.3. Task 2.2 – New Public Involvement Activities Supportive of FY 2024-33 TDP

5.3.1. The Consultant will prepare a set of new PIP activities to support the FY 2024-33 TDP. BCT will be responsible for the legal advertisements for all public meeting activities. Proposed activities will include at least the following:

- 5.3.1.1. Incorporate relevant on-board survey and outreach results from Task 2.1
- 5.3.1.2. Conduct stakeholder interviews
- 5.3.1.3. Conduct discussion and/or public workshops
- 5.3.1.4. Public opinion/polling survey effort: two (2) polls and accompanying post-poll summary analysis
- 5.3.1.5. Social and electronic media outreach
- 5.3.1.6. Customer satisfaction survey
- 5.3.1.7. Other activities approved by BCT and/or its partners

5.4. **Task 2.3 – Conduct Public Workshops and Presentations**

5.4.1. The Consultant will prepare and present to the following organizations throughout the development of the TDP. Presentations includes but are not limited to the following entities throughout the development of the draft TDP document are required:

5.4.1.1. Broward County Board of County Commissioners (BCOC)

5.4.1.2. CareerSource Broward/Broward Alliance Board

5.4.1.3. Broward MPO Board of Directors

5.4.1.4. Broward MPO Technical Advisory Committee (TAC)

5.4.1.5. Broward MPO Citizens' Advisory Committee (CAC)

5.4.1.6. Broward MPO Transportation Disadvantaged Local Coordinating Board (LCB)

5.4.1.7. Broward League of Cities

5.4.1.8. SFRTA Planning Technical Advisory Committee (PTAC)

5.4.1.9. Broward County Bicycle and Pedestrian Advisory Committee (BPAC)

5.4.1.10. Broward County Central County Community Advisory Board (CCCAB)

5.4.1.11. FDOT staff

5.4.1.12. Other organizations, as requested/identified by BCT

5.4.1.13. Public Workshop(s)

5.4.2. The Consultant will produce PowerPoint presentations, posters, handouts and other informational material for use at all public presentations, public workshops and other venues that are appropriate for the clear communication to stakeholders and the general public through the development of the TDP. These efforts should be imbedded in the overall proposed PIP schedule.

5.5. **Deliverables:**

5.5.1.1. Draft proposed TDP PIP plan and memo for BCT staff review and approval,

5.5.1.2. Submit PIP plan/memo to FDOT for review and approval, and

5.5.1.3. Implement all aspects of PIP once approved by FDOT.

**6. TASK 3.0 – BASE DATA COMPILATION AND ANALYSIS**

6.1. The Consultant will provide documentation and analysis of existing demographic, socio-economic, land use, transportation and transit conditions within BCT's service area. The goal

of this task is to gain an understanding of the overall environment in which BCT currently provides transit service. Existing Origin/Destination data from BCT and FDOT will form the foundation of base transit conditions. In addition, the Consultant will utilize the most recently available data from Census of Population and Housing, American Community Survey, Bureau of Economics and Business Research (BEBR) of the University of Florida and Broward County. These data will be supplemented by other data that may be available from BCT, FDOT, MPO, local municipalities and any other sources where appropriate. Data to be collected for **Technical Memorandum #1** include the following:

## 6.2. Task 3.1 - Socio-Demographic Data and Other Existing Conditions

6.2.1. The data collected and presented for this section of **Technical Memorandum #1** should provide an accurate picture of the community served by BCT and include the following:

- 6.2.1.1. Physical description of the BCT service area
- 6.2.1.2. Population by age and income
- 6.2.1.3. Population density
- 6.2.1.4. Housing density
- 6.2.1.5. Journey-to-Work data
- 6.2.1.6. Employment density
- 6.2.1.7. Labor force participation and unemployment rate
- 6.2.1.8. Auto ownership
- 6.2.1.9. Tourist and visitor levels (seasonal populations)
- 6.2.1.10. Transportation disadvantaged population
- 6.2.1.11. Land uses and densities
- 6.2.1.12. Major trip generators
- 6.2.1.13. Seasonal resident and tourist market conditions
- 6.2.1.14. Existing sidewalk inventory/gap analysis within quarter-mile of existing transit stops
- 6.2.1.15. Area roadway and traffic conditions, including level of service/current or projected capacity deficiencies and current planned transit routes

### 6.3. Task 3.2 – Existing Transportation and Transit Data and Conditions

6.3.1. The data collected and presented for this section of **Technical Memorandum #1** should provide an accurate picture of the transit conditions in Broward County and put into analytical context information from the following:

6.3.2. New On-Board Survey of BCT Fixed Route and Community Shuttle Systems

6.3.2.1. A minimum of 7,000 completed surveys required, or alternative sampling plan agreed to by PM to achieve statistical significance for each transit mode.

6.3.3. Location Based Data of vehicular and transit origins and destinations within BCT service area.

6.3.4. Historical Data Review:

6.3.4.1. BCT Historical Ridership Summary

6.3.4.2. BCT CAD/AVL

6.3.4.3. FDOT Surveys: Route-specific and BCT 2018 TDP On-Board Survey

6.3.4.4. SFRTA Historical Ridership Data (Tri-Rail, Shuttles, transfers to/from BCT)

6.3.4.5. Palm Tran Historical Ridership Data (including transfers to/from BCT)

6.3.4.6. Miami-Dade Transit (MDT) Historical Ridership Data (including transfers to/from BCT)

6.4. **Deliverables:**

6.4.1.1. **Technical Memorandum #1**, which will provide a summary of Task 1 (project schedule), Task 2 (public involvement activities – on-board survey findings, results of stakeholder interviews, results of public workgroups or meetings, results of public opinion polling efforts and other PIP activities to be determined), and Task 3 (baseline conditions analysis, including all socio-demographic data, new and historic on-board surveys and other existing conditions analysis and existing transportation and transit data and conditions analysis).

6.4.1.2. Review, revisions, and approval of **Technical Memorandum #1** by BCT, the ARC and by FDOT.

## 7. TASK 4.0 – IDENTIFY AND EVALUATE EXISTING TRANSIT SERVICE

7.1. The Consultant will review and evaluate existing transit service in BCT's service area. This evaluation will provide a review of existing transit conditions and trends. Work will be divided into the following subtasks which will culminate in submission and approval of **Technical Memorandum #2**:

7.2. **Task 4.1 – Inventory of Existing Transit Services**

7.2.1. The Consultant will work with BCT and other partnering agency staff to develop an inventory of all existing public and private public transportation services operating in BCT’s service area. This inventory would include all services operated by BCT, MDT, Palm Tran, municipalities, nonprofit organizations, private operators (such as charters and taxis), SFRTA (Tri-Rail and related Shuttles) and all other affiliated public transportation providers and/or programs. Information will include, but is not limited to, the following:

- 7.2.1.1. Description of the BCT service area.
- 7.2.1.2. Brief narrative of the system’s history within the service area.
- 7.2.1.3. Current institutional arrangements of each public transportation provider.
- 7.2.1.4. Description of all services provided (including fixed route, express bus, community bus, vanpool, commuter rail, shuttle services).
- 7.2.1.5. Description of the fixed route system:
  - 7.2.1.5.1. Level of service provided (days of service, service spans, service frequencies).
  - 7.2.1.5.2. Route and system-wide data (ridership, miles, hours, passengers/mile/hour, revenue)
  - 7.2.1.5.3. Description of existing public transportation infrastructure (terminals major destinations, key transfer locations, bus shelter locations, bus stop locations, park and ride locations).
- 7.2.1.6. Review, revision, and approval of **Technical Memorandum #2** by BCT, the ARC and by FDOT.
- 7.2.1.7. Public transportation facilities by location, age and condition (including BCT and other operations/maintenance/administrative facilities, terminals, other).
- 7.2.1.8. Rolling stock: type, age, drive-train technology, special accessories.

**7.3. Task 4.2 – Conduct Trend Analysis of BCT Fixed-Route Services**

7.3.1. The Consultant will lead a trend analysis of BCT’s existing fixed-route transit service. This analysis will look at how the BCT system has performed and changed over time in the following categories: system characteristics, performance, effectiveness and efficiency. This analysis will be completed using the most recent validated data for BCT from the National Transit Database (NTD):

7.3.2. **Table 1: Evaluation Indicators and Measures ([NTD Categories](#))**

service area population	vehicle miles per capita
service area population density	passenger trips per capita

passenger trips	passenger trips per vehicles in max. svc.
average passenger trip length	passenger trips per revenue mile
passenger miles	passenger trips per vehicle hour
vehicle miles	revenue mileage between incidents
revenue miles	revenue mileage between road calls
revenue hours	revenue service interruptions
route miles	operating expenses
operating expenses	operating expenses per capita
capital expenses	operating expenses per passenger trip
operating revenues	operating expenses per passenger mile
total employees	operating expenses per revenue mile
vehicles operated in and available for maximum service	revenue hours per employee
average age of fleet	revenue miles per vehicle mile
fuel consumption	revenue miles per vehicle
average fare	passenger trips per employee
farebox recovery ratio	vehicle miles per gallon

7.3.3. The performance indicators and measures in Table 1 will also be utilized in the peer review analysis (see Task 4.3 below).

**7.4. Task 4.3 – Conduct Peer Analysis of Existing BCT Service**

7.4.1. The Consultant will conduct a peer review analysis that compares BCT’s fixed route services with other public transit systems that have similar agency features (including service area population and density, temperate climate location, total fleet size/vehicles operated, total employees, and other factors to be determined). This analysis will be conducted for a single year and be based on the most currently-validated NTD data. The indicators and measures from Table 1 will be utilized for this peer analysis.

**7.5. Deliverables:**

7.5.1.1. **Technical Memorandum #2**, will compile all the data and results from Task 4.0., including summaries of Subtask 4.1 – Inventory of Existing Transit Services; Subtask 4.2 - Trend Analysis of BCT Fixed-Route Services, Subtask 4.3 - Peer Analysis of Existing BCT Service, and

7.5.1.2. Review, revision, and approval of **Technical Memorandum #2** by BCT, the ARC and by FDOT.

**8. TASK 5.0 – SITUATION APPRAISAL**

8.1. The Consultant will complete a Situation Appraisal that will detail the successes, opportunities and barriers that impact BCT’s optimal delivery of public transportation services. Per the TDP Rule, the Situation Appraisal will provide the following and will be

divided into the following subtasks which will culminate in submission and approval of **Technical Memorandum #3**:

- 8.1.1. The effects of land use, state and local transportation plans, other governmental actions and policies, socioeconomic trends, organizational issues, and technology on the transit system.
- 8.1.2. An estimation of the community's demand for transit service using the planning tools provided by the FDOT TBEST or a FDOT-approved transit demand estimation technique with supporting demographic, land use, transportation, and transit data. The result of the transit demand estimation process shall be a ten-year annual projection of transit ridership (this requirement will be further addressed in Task 6.0 of this document).
- 8.1.3. An assessment of the extent to which the land use and urban design patterns in BCT's service area support or hinder the efficient provision of transit service, including any efforts being undertaken by BCT or local land use authorities to foster a more transit-friendly operating environment.
- 8.1.4. An assessment of the extent to which BCT operates within a regional context and how this support/hinders the efficient provision of transit service, including any efforts being undertaken by BCT and other providers to address origin/destination trips throughout the region (regional origin/destination analysis will also be addressed in Task 6.0 of this document).
- 8.1.5. The results of Tasks 1.0 - 4.0 will be utilized to support the focus of the overall Situation Appraisal (see Subtasks 5.1 - 5.3 below). The overall findings from the Situation Appraisal will be integrated into a **Technical Memorandum** as part of Task 6.0.

## 8.2. Task 5.1 – Relationship to Other Plans and Documents

- 8.2.1. An assessment of existing land use and urban design patterns/policies/plans in BCT's service area that support and/or hinder the optimal delivery of public transportation services. Plans, documents and policies from the following entities should be examined:
  - 8.2.1.1. Transportation Surtax Plan
  - 8.2.1.2. Transit Systemwide Study
  - 8.2.1.3. BCT & Broward County (including Comprehensive Plan)
  - 8.2.1.4. FDOT Dist. IV (including transit corridor studies, STIP)
  - 8.2.1.5. Broward MPO (including LRTP, RL RTP, Congestion Mgmt. studies and others to be determined)
  - 8.2.1.6. SFRTA

- 8.2.1.7. Municipalities (including a review of all local comprehensive and master plans)
- 8.2.1.8. Private sector (as it relates to Developments of Regional Impacts and other transit-supportive development activities/opportunities)
- 8.2.1.9. Impacts of seasonal residents and employee markets
- 8.2.1.10. Other entities/plans to be determined
- 8.2.2. Existing and planned land use density and policy maps will be provided. Final policy and action items and recommendations for defining the TDP's role and involvement with existing plans and processes will be provided.

### 8.3. **Task 5.2 - BCT Transit Information Technology Systems (ITS) and Policy Assessment**

- 8.3.1. An assessment of BCT's existing and planned transit ITS infrastructure that support and/or hinder the optimal delivery of public transportation services. Analysis will include (but is not limited to) existing and planned efforts related to interoperable fare technology, automatic vehicle locator technology, automatic passenger counting technology, transit-signal priority, queue-jumping, passenger information systems (signage and hand-held devices), Wi-Fi availability and other transit-related ITS efforts by BCT and partner agencies.

### 8.4. **Task 5.3 - BCT Organizational/Governance Assessment**

- 8.4.1. An assessment of BCT's role(s) in the community and regional transit planning process. BCT's current role(s) in the transit planning, land use/land development and transit-related ITS processes at the private sector, municipal, county, state and federal levels will be analyzed.

## 9. **TASK 6.0 – ESTIMATE TRANSIT SERVICE DEMAND AND MOBILITY NEEDS**

- 9.1. The Consultant will provide an estimation of the transit service demand and mobility needs in BCT's existing service area. These ridership forecasts will provide a measure of the transit needs in the service area and provide the basis for formulating further operating and capital needs for BCT. These needs will be based on previous results of the public involvement activities/input (Task 2.0) and other needs identified in Tasks 3.0 - 5.0. The ridership forecasts will be performed for both a five and ten-year time period.
- 9.2. The Consultant will work with BCT and FDOT to identify the best demand estimation tool or mixture of techniques to use for future demand estimates. Some of the potential sources of demand estimation may include the following and will be divided into the following subtasks which will culminate in submission and approval of **Technical Memorandum #3**:
  - 9.2.1. FDOT Transit Boarding Estimation and Simulation Tool (T-BEST) or other FDOT-approved demand estimation tool
  - 9.2.2. FDOT BCT On-Board Study (2018 data)
  - 9.2.3. BCT ridership data

9.2.4. Broward MPO Multimodal Priority List (with focus on corridor prioritization)

9.2.5. Other sources as determined by BCT and FDOT

9.3. The approved demand estimation tool/technique will be used to estimate demand for BCT's existing fixed-route service as well as new levels of service needs identified by the public and stakeholders in Task 2.0. Additional needs may also be estimated resulting from findings emanating from Tasks 3.0 - 5.0.

9.4. **Deliverables:**

9.4.1. Consult with BCT and FDOT on demand estimation tool/techniques to be used for TDP. Submit proposed demand estimation tool/technique plan to FDOT for review and written approval.

9.4.2. Complete **Technical Memorandum #3**, showing all of the data and results of the demand estimation, needs assessment, ridership demand projections and new alternatives evaluation.

9.4.3. Review, revision, and approval of **Technical Memorandum #3** by BCT, FDOT and the ARC.

**10. TASK 7.0 - REVIEW AND UPDATE OF PUBLIC TRANSPORTATION GOALS, OBJECTIVES AND POLICIES**

10.1. The Consultant, with assistance from BCT and the ARC, will update the goals, objectives and policies for BCT with the focus on providing a clear short term (five years) and longer term (over the 10-year TDP timeframe) transit vision for the agency. The updates will be consistent with the following planning-level community goals from:

10.1.1. Broward County/Board of County Commissioners

10.1.2. Broward MPO 2045 Metropolitan Transportation Plan

10.1.3. South Florida Regional Transportation Authority (SFRTA) plan(s)

10.1.4. Florida Transportation Plan

10.1.5. Local/municipal comprehensive plans

10.1.6. Broward Workforce development plan(s)

10.1.7. Other plans related to BCT's efforts, to be determined

10.2. Goals and objectives to be developed will be measurable and consistent with local public transportation and land use plans and policies (see above). Works will be divided into the following subtasks which will culminate in submission and approval of **Technical Memorandum #4**:

### 10.3. Task 7.1 – Integration of Situation Appraisal & Previous Public Input

10.3.1. The Consultant will review the results of all PIP activities (Task 2.0), Baseline Data Conditions (Task 3.0), Existing Service Evaluation (Task 4.0) and the Situation Appraisal (Task 5.0) to gain a full picture of the community's goals and objectives for transit service and mobility in the BCT service area.

### 10.4. Task 7.2 – Develop Draft Goals & Objectives

10.4.1. Based on the results of all Tasks and Subtasks (2.0-5.0), the Consultant will develop and draft a set of goals and objectives for BCT. These updated goals and objectives will be consistent with local/state/federal transit and transportation guidelines, have clear measures for BCT to attain, and be achievable over the ten-year timeframe of the TDP. The draft goals and objectives will be presented to the ARC for review and approval.

#### 10.5. Deliverables:

10.5.1.1. **Technical Memorandum #4**, will outline measurable goals and objectives for BCT. These goals and objectives will be based on findings from Subtasks 7.1 and 7.2 and clearly incorporate the previous results of Tasks 2.0 - 5.0.

10.5.1.2. Review, revisions, and approval of **Technical Memorandum #4** by the BCT, the ARC, and by FDOT.

## 11. TASK 8.0 – PREPARE TEN-YEAR TRANSIT DEVELOPMENT PLAN

11.1. The Consultant will prepare a ten-year TDP for BCT based on the results of Tasks 2.0 - 8.0 and input from the ARC. This TDP will not be a detailed operational analysis and comprehensive route-specific changes are not within the scope of this effort. However, this TDP will serve as a strategic and long-range policy plan for BCT. As a strategic plan for BCT, the TDP will be open to route-specific changes or recommendations that are strategic in nature, especially those changes that integrate transit into existing long-range planning efforts. This includes a review of relationships among the TDP and land use patterns/transit provision, local comprehensive plans, Broward MPO long range plans and Broward County's Comprehensive Plan. The TDP will also contain strategies to implement the plan, including the consideration of funding strategies.

### 11.2. Task 8.1 – BCT Service and Capital Needs Sections

11.2.1. The Consultant will prepare the total funded and unfunded needs lists as part of the draft ten-year TDP report, including all aspects of an implementation and financial plans for BCT's ten-year transit service and capital project needs. The following will be included in this section:

11.2.1.1. Alternatives and recommendations for meeting transit needs and deficiencies for ten and thirty- year timeframes.

11.2.1.2. Ten and thirty-year service and capital improvement plans, including funded (constrained) and unfunded (unconstrained) needs.

11.2.1.3. Ten and thirty-year financial plan, including estimated operating and capital expenses, and projected revenue by source and funding. In addition to the financial capacity analysis, financial expense tables for the ten-year period will be provided in a constrained scenario (assumes current funding levels) and an unconstrained vision plan that incorporates the community's total transit system vision, needs and priorities.

### **11.3. Task 8.2 – BCT Policy and Funding Plans**

11.3.1. The Consultant will prepare a section of the TDP that updates the policies and funding strategies that will help BCT meet the needs identified in Subtask 8.1. The following will be included:

11.3.1.1. Institutional, organizational, and management structure, documenting any possible/suggested changes as a result of the planning process. This effort will include a general review of current staffing levels at BCT by major employment category per NTD reporting requirements, with comparison to standard national staffing practices and/or key peer experiences. It also will consider the current governance structure(s) given the ten and thirty-year vision identified in Subtask 8.1.

11.3.1.2. List of recommendations identifying funding strategies and potential funding sources for cost-constrained and cost-unconstrained needs.

11.3.1.3. A policy element that ensures that transit goals and objectives are consistent with and support the local comprehensive plan and other planning initiatives.

### **11.4. Task 8.3 – Economic Impact Analysis**

11.4.1. The Consultant will prepare a separate review/analysis (as an Appendix to the main TDP document) underlying the economic benefits of the transportation investments proposed as part of Subtasks 8.1 and 8.2. At a minimum, the report will detail the following economic impacts of the proposed capital and operational transportation programs included in Subtasks 8.1 - 8.2:

11.4.1.1. Context and background of measuring the economic impacts of public transportation investments.

11.4.1.2. Spending impacts (indirect and induced effects, impact by industry type, property values).

11.4.1.3. Travel time/cost reduction impacts (including passenger cost savings, congestion reduction savings, business productivity improvements, effects of increased ridership).

11.4.1.4. Access improvement impacts (mobility and market access).

#### 11.5. Task 8.4 – BCT Annual Farebox Recovery Report

11.5.1. Per Florida House Bill 985, the Consultant will complete an annual farebox recovery report for BCT (as an Appendix to the main TDP document).

#### 11.6. Task 8.5 – Conduct Public Workshops and Presentations

11.6.1. The Consultant will prepare and present to the following organizations a draft TDP which includes all elements from Tasks 2.0 - 8.0. This schedule should be part of the initial public meeting. schedule as described in Subtask 2.3. Presentations include but not limited to the following groups are required:

11.6.1.1. Broward County Board of County Commissioners (BCOC)

11.6.1.2. CareerSource Broward/Broward Alliance Board

11.6.1.3. Broward MPO Board of Directors

11.6.1.4. Broward MPO Technical Advisory Committee (TAC)

11.6.1.5. Broward MPO Citizens' Advisory Committee (CAC)

11.6.1.6. Broward MPO Transportation Disadvantaged Local Coordinating Board (LCB)

11.6.1.7. Broward League of Cities

11.6.1.8. SFRTA Planning Technical Advisory Committee (PTAC)

11.6.1.9. Broward County Bicycle and Pedestrian Advisory Committee (BPAC)

11.6.1.10. Broward County Central County Community Advisory Board (CCCAB)

11.6.1.11. FDOT staff

11.6.1.12. Other organizations, as requested/identified by BCT up to a total of 25 public meetings including the required groups already listed by BCT

11.6.2. The Consultant will consider all suggested recommendations from these organizations and respond to recommendations/comments received.

#### 11.7. Task 8.6 – Prepare Final TDP Report & Executive Summary

11.7.1. Following presentations, review and approval of the Draft Ten-Year TDP Report & Executive Summary, the Consultant will prepare and submit the Final TDP Report & Executive Summary.

##### 11.8. **Deliverables:**

11.8.1.1. *Draft Ten-Year TDP Report & Executive Summary.* The Consultant will submit twenty (20) printed copies and electronic files (PDF and Word

format) of this draft for review and comment. Incorporation of applicable revisions and approval of draft by BCT, the ARC and FDOT is required.

- 11.8.1.2. *Conduct Public Meetings and Presentations*, including developing all presentation material.
- 11.8.1.3. *Final TDP Report & Executive Summary*, the Consultant will submit twenty (20) printed copies and electronic files (PDF and Word format) of this final TDP documentation. Approval of draft by BCT and the ARC required.
- 11.8.1.4. *Submittal of draft Final TDP Report & Executive Summary to FDOT* by no later than September 1, 2023, and/or other submittal date approved by FDOT.

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## Exhibit C Minimum Insurance Requirements

### INSURANCE REQUIREMENTS

Project: Consultant Services for Transit Development Plan FY2024-33  
Agency: Transportation Department

TYPE OF INSURANCE	ADDE INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <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 <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <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		
<b>AUTO LIABILITY</b> <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"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input checked="" 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"/> <b>WORKER'S COMPENSATION</b> <i>Required if the vendor comes on-site to provide services.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	

**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. \*Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.

**CERTIFICATE HOLDER:**  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Digitally signed by  
COLLEEN A.  
POUNALL  
Date: 2022.06.16  
11:32:50 -04'00'  
\_\_\_\_\_  
Risk Management Division

**Exhibit D  
Work Authorization**

Agreement: [Title, Date, Contract Number]

Work Authorization No. \_\_\_\_\_

---

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until \_\_\_\_ (\_\_) days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

**Services to be provided:**

**[COMPOSE SIMPLE SUMMARY]**

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is \$[\_\_\_\_\_].

The total fee for goods and services under this Work Authorization is \$[\_\_\_\_\_] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

*(Signatures appear on the following page.)*



**Exhibit E**  
**CBE/SBE Subcontractor Schedule and Letters of Intent**

Contractor represents that the CBE or SBE participants referenced in the attached Letters of Intent have agreed by written subcontract to perform the percentage of work amounts set forth and that the following information regarding participating Subcontractors is true and correct to the best of his or her knowledge.

Project No: TRN2125161P1

Project Title: BCT Transit Development Plan FY2024-33

<b>No. Firm Name</b>	<b>Discipline</b>
1. Express Employment Professionals	Temporary staffing for on-board survey
2. Insight Transportation Consulting, Inc.	Existing conditions, modeling, on-board survey oversight
3. Sav-Quick Printing, Inc.	Printing for on-board survey
4. The Brand Advocates, Inc.	Public involvement



## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: TRN2125161P1

Project Title: BCT Transit Development Plan FY2024-33

Bidder/Offeror Name: Benesch

Address: 1000 North Ashley Drive, Suite 400 City: Tampa State: FL Zip: 33602

Authorized Representative: William Ball, AICP Phone: 813-224-8862

CBE Firm/Supplier Name: Resource Plus, Inc. d/b/a Express Employment Professionals

Address: 6336 Powerline Road City: Fort Lauderdale State: FL Zip: 33309

Authorized Representative: Jim Jordan Phone: 954-721-2429

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Temporary Labor for on-board survey collection and data entry	561110, 561311, 561320	\$ 49,350.00	7.41 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: James Jade Title: Vice Pres. of Sales Date: 12-13-2022

**Bidder/Offeror Authorized Representative**

Signature: Bill Ball Title: Senior Vice President Date: 12/13/2022

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

Rev.: June 2018

Compliance Form No. 004





## LETTER OF INTENT

BETWEEN BIDDER/OFFEROR AND  
COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

**Solicitation No.:** TRN2125161P1

**Project Title:** BCT Transit Development Plan FY2024-33

**Bidder/Offeror Name:** Benesch

Address: 1000 North Ashley Drive, Suite 400 City: Tampa State: FL Zip: 33602

Authorized Representative: William Ball, AICP Phone: 813-224-8862

**CBE Firm/Supplier Name:** Insight Transportation Consulting Inc.

Address: 9070 PARKLAND BAY DR City: Parkland State: FL Zip: 33076

Authorized Representative: Ashutosh Kumar Phone: (614) 286-7433

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Data analysis and modeling	541614, 485111, 541618	\$ 140,616.98	21.12 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature: *Ashutosh Kumar* Title: President Date: 12/12/2022

**Bidder/Offeror Authorized Representative**

Signature: *Bill Ball* Title: Senior Vice President Date: 12/12/2022

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

Rev.: June 2018

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## LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: TRN2125161P1

Project Title: BCT Transit Development Plan FY2024-33

Bidder/Offeror Name: Benesch

Address: 1000 North Ashley Drive, Suite 400 City: Tampa State: FL Zip: 33602

Authorized Representative: William Ball, AICP Phone: 813-224-8862

CBE Firm/Supplier Name: Blue Hill Press, Inc. d/b/a Sav-Quick Printing

Address: 722 S. Dixie Hwy. City: Hallandale Beach State: FL Zip: 33009

Authorized Representative: Raymond Hanna Phone: 954-458-0405

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

### Work to be performed by CBE Firm

Description	NAICS <sup>1</sup>	CBE Contract Amount <sup>2</sup>	CBE Percentage of Total Project Value
Printing services	323113, 339950, 561439	\$ 2,000.00	0.30 %
			%
			%

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

**CBE Firm/Supplier Authorized Representative**

Signature:  Title: President Date: 12/12/2022

**Bidder/Offeror Authorized Representative**

Signature:  Title: Senior Vice President Date: 12/12/2022

<sup>1</sup> Visit [Census.gov](http://Census.gov) and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.  
<sup>2</sup> To be provided only when the solicitation requires that bidder/offeror 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.*

Rev.: June 2018

**Compliance Form No. 004**  
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LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) FIRM/SUPPLIER

This form is to be completed and signed for each CBE firm. If the PRIME is a CBE firm, please indicate the percentage performing with your own forces.

Solicitation No.: TRN2125161P1

Project Title: BCT Transit Development Plan FY2024-33

Bidder/Offeror Name: Benesch

Address: 1000 North Ashley Drive, Suite 400 City: Tampa State: FL Zip: 33602

Authorized Representative: William Ball, AICP Phone: 813-224-8862

CBE Firm/Supplier Name: Cunningham Communications Consulting Co. dba The Brand Advocates, Inc.

Address: 1110 E. Broward Blvd. Suite 1700 City: Fort Lauderdale State: FL Zip: 33301

Authorized Representative: Tasha Cunningham Phone: 954-745-0570

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm

Table with 4 columns: Description, NAICS1, CBE Contract Amount2, CBE Percentage of Total Project Value. Row 1: Public involvement services, 541430, 541813, 541810, 541820, \$ 24,790.00, 3.72 %

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

CBE Firm/Supplier Authorized Representative

Signature: Tasha Cunningham Digitally signed by Tasha Cunningham Date: 2022.12.13 18:13:41 -0500 Title: Managing Partner Date: 12/13/2022

Bidder/Offeror Authorized Representative

Signature: Bill Ball Title: Senior Vice President Date: 12/13/2022

1 Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.

2 To be provided only when the solicitation requires that bidder/offeror 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.



**Exhibit F**  
**Certification of Payments to Subcontractors and Suppliers**

RLI/Bid/Contract No. \_\_\_\_\_  
Project Title \_\_\_\_\_

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the "Compensation" article of this Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Contractor Name

By \_\_\_\_\_

(Signature)

By \_\_\_\_\_

(Name and Title)

STATE OF            )  
COUNTY OF        )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC:  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
State of Florida at Large (Seal)  
My commission expires: