

**AGREEMENT BETWEEN BROWARD COUNTY AND WSP USA INC.
FOR CONSULTANT SERVICES FOR TRANSIT SYSTEMWIDE STUDY, PLANNING, AND
PRELIMINARY DESIGN
(RFP # TRN2120307P1)**

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

RECITALS

A. County issued a request for proposals ("RFP") No. TRN2120307P1 for consulting services for Transit Systemwide Study, Planning, and Preliminary Design.

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

C. Consultant is experienced in providing professional services set forth in the Scope of Services, Exhibit A, transit studies, analyses, planning, environmental analyses, and preliminary engineering designs.

D. County desires to engage Consultant to provide consulting services for Transit Systemwide Study, Planning, and Preliminary Design.

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

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

ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.2 **Charter County and Regional Transportation System Sales Surtax Projects or Surtax Projects** means all projects approved by the Board and authorized to expend Charter County and Regional Transportation System Sales Surtax funding in accordance with Chapter 31½, Article V, of the Broward County Code of Ordinances.

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

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

1.5 **County Administrator** shall mean the administrative head of County appointed by the Board.

1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.8 **Direct Expense Cost** means field office expenses reimbursed in accordance with the Consultant or Subconsultants most recent direct expense rate determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and is audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. The Direct Expense Cost is calculated by multiplying the number of direct project labor hours worked by an employee assigned to field related tasks within the invoicing period, by the direct expense rate noted in Exhibit B-2, the product of which is then multiplied by the employee's actual hourly rate, or by the negotiated maximum hourly rate established for the employee's position title, whichever is lower.

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

1.10 **Project** means work under this Agreement and is described in more detail in Exhibit A, Scope of Services.

1.11 **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.

1.12 **Services** means the work set forth in Exhibit A, Scope of Services, including all civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any Optional Services procured under this Agreement.

1.13 **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

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

ARTICLE 2. EXHIBITS

Exhibit A **Scope of Services**

Exhibit B **Maximum Billing Rates**

Exhibit B-1	Reimbursables for Direct Non-Salary Expenses
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	CBE Subconsultant Schedule and Letters of Intent
Exhibit F	Schedule of Subconsultants

ARTICLE 3. SCOPE OF SERVICES

3.1 Consultant shall provide all Services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Scope of Services").

3.2 This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the performance of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant's opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. Any such work that would entail additional compensation to Consultant by County, or additional time for performance, shall require an amendment to this Agreement pursuant to Section 6.1 or a Work Authorization pursuant to Section 6.2. Unless there is an executed amendment or Work Authorization or a dispute as set forth in Section 6.4, any work performed by Consultant outside the originally anticipated level of effort without prior written County approval shall be at no additional cost to County.

3.3 Exhibit A identifies the initial services related to the Project. Additional negotiations may be required for other phases or additional services under this Agreement. County and Consultant may negotiate additional services, compensation, time of performance, and other related matters, including for other phases of the Project. Notwithstanding the foregoing, County shall have the right to terminate negotiations at any time at no cost to County and procure services for other Project phases from any other source.

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

ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES

4.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Notice to Proceed.

4.2 Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services and any phase of Services under this Agreement. Prior to granting approval for Consultant to proceed to any phase, the Contract Administrator may, at his or her sole option, require Consultant to submit the itemized deliverables and documents identified in Exhibit A for the Contract Administrator's review.

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

4.4 If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, or (b) if Contractor is granted an extension of time beyond said substantial completion date and Consultant's Services are extended beyond the substantial completion date through no fault of Consultant, then Consultant shall be compensated in accordance with Article 5 for all Services rendered by Consultant beyond the substantial completion date.

4.5 Notwithstanding Section 4.4, if Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County, and the failure to substantially complete is caused in whole or in part by Consultant, then Consultant shall pay to County its proportional share of any claim for damages to Contractor arising out of the delay. The provisions for the computation of delay costs, damages, or any other amounts, whether direct or indirect, in the agreement between the Contractor and County are incorporated herein. This section shall not affect the indemnification rights or obligations of either Party otherwise set forth in this Agreement.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

5.1 Amount and Method of Compensation. The amounts set forth in this Article 5 are the total compensation payable to Consultant and constitute a limitation upon County's obligation to compensate Consultant for Services under this Agreement, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services required under this Agreement.

5.1.1 Maximum Amount Not-To-Exceed Compensation. For Services identified in Exhibit A as payable on a “Maximum Amount Not-To-Exceed” basis, compensation to Consultant shall be based upon the Salary Costs as described in Section 5.2 up to a maximum not-to-exceed amount of Ten Million Six Hundred Thousand Dollars and Zero Cents (\$10,600,000.00).

5.1.2 Lump Sum Compensation. For Services identified in Exhibit A as payable on a “Lump Sum” basis, compensation to Consultant shall be not more than a total lump sum of Zero Dollars and Zero Cents (\$0.00).

5.1.3 Optional Services. County may procure Optional Services up to a maximum not-to-exceed amount of Two Hundred-Fifty Thousand Dollars and Zero Cents (\$250,000.00) in accordance with Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5.1.4 Reimbursable Expenses. County will reimburse authorized Reimbursable Expenses (Direct Expense Costs) as defined in Section 5.3 up to a maximum not-to-exceed amount of Two Hundred-Fifty Thousand Dollars and Zero Cents (\$250,000.00). Unused amounts of those monies shall be retained by County.

5.1.5 Salary Costs. The maximum billing rates payable by County for each of Consultant’s employee categories are shown on Exhibit B and are further described in Section 5.2.

5.1.6 Subconsultant Fees. Consultant shall bill Subconsultant fees using the employee categories for Salary Costs on Exhibit B as defined in Section 5.2 and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum not to exceed amount.

5.1.7 Phased Payments. Payments for Services shall be paid out in accordance with the Project tasks specified in Exhibit A. Any invoices for payment shall be subject to retainage as set forth in Section 5.5. Any funds for a particular task can be allocated to other tasks, subject to approval by the Contract Administrator. The estimated amount for each task is set forth as follows:

Project Task	Task Amount
Task 1: (i) System Study	\$1,875,000.00
(ii) Direct Expense Costs	\$125,000.00
Task 2: (i) Transit Corridor Implementation Study	\$3,000,000.00
(ii) Preliminary Engineering Design	\$1,875,000.00
(iii) Direct Expense Costs	\$125,000.00
Task 3: Countywide Rail Implementation	\$2,100,000.00
Task 4: (i) Project Management and Technical Support	\$1,250,000.00
(ii) Optional Services	\$250,000.00
Total Services Fee	\$10,600,000.00

5.2 Salary Costs. The term Salary Costs as used herein mean the hourly rate actually paid to all personnel engaged directly on the Project, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) an operating margin. Said Salary Costs are to be used only for time directly attributable to the Project. The fringe benefit and overhead rates shall be Consultant's most recent and actual rates determined in accordance with Federal Acquisition Regulation ("FAR") guidelines and audited by an independent Certified Public Accountant. For the purposes of this Agreement, the rates must be audited for fiscal periods of Consultant within eighteen (18) months preceding the execution date of this Agreement. These rates shall remain in effect for the term of this Agreement except as provided for in this Section 5.2 inclusive of the subsections below.

5.2.1 Consultant shall require all of its Subconsultants to comply with the requirements of Section 5.2.

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

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

5.2.4 The total hours payable by County for any "exempt" or "nonexempt" personnel shall not exceed forty (40) hours per employee in any week. If the work requires Consultant's or Subconsultant's personnel to work in excess of forty (40) hours per week, any additional hours must be authorized in advance, in writing, by the Contract Administrator. If approved, Salary Costs for additional hours of service provided by nonexempt (hourly) employees or exempt (salaried) employees shall be invoiced at no more than one and one-half of the employee's hourly rate and in a manner consistent with Consultant's or Subconsultant's applicable certified FAR audit and all other provisions of Section 5.2. If a "Safe Harbor" rate is elected for use by Consultant or Subconsultant, then the additional hours are payable at no more than the employee's regular rate.

5.2.5 Consultant and any of its Subconsultants may alternatively use a "Safe Harbor" combined fringe benefit and overhead rate of 110% in lieu of providing fringe benefit and overhead cost factors certified by an independent Certified Public Accountant in accordance with the FAR guidelines. In the event the Consultant or any of its Subconsultants are unable to provide either a home or field office overhead rate in their respective certified FAR audits, then Consultant and any of its Subconsultants must use

the Safe Harbor rate. The Safe Harbor rate, once elected, shall remain in place for the entire term of this Agreement, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.3 Reimbursable Expenses. County shall not be liable for any such expenses that have not been approved in writing in advance by the Contract Administrator. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

5.3.1 For reimbursement of any Direct Expense Cost, Consultant shall use the applicable direct expense rate identified in Exhibit B-1. The direct expense rate shall remain in place for the entire term of this Agreement and any applicable Work Authorization, which will bar the recovery of a reimbursable expense that the direct expense rate already covers. If any Subconsultants elect to use the direct expense rate, it shall be in accordance with the foregoing. If Consultant or any Subconsultants elect or are required to use the Safe Harbor rate pursuant to Section 5.2.5, then such entities cannot bill pursuant to the direct expense rate. However, under the Safe Harbor rate, Consultant or any Subconsultants may negotiate direct expenses as reimbursable expenses in accordance with Section 5.3 of this Agreement. Moreover, Consultant or any of its Subconsultants cannot bill a home office expense utilizing a home office direct expense rate as a Direct Expense Cost. County shall not be liable for any Direct Expense Cost that has not been approved in advance and in writing in a Work Authorization.

5.4 Method of Billing.

5.4.1 For Maximum Amount Not-To-Exceed Compensation under Section 5.1.1. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner for all Salary Costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed, and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such reimbursable. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of Salary Costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a project number or other identifier that clearly indicates the expense is identifiable to the Project. Subsequent addition of the identifier to the invoice or receipt by Consultant is not acceptable except for meals and travel expenses. Internal expenses must be documented by appropriate Consultant's cost accounting forms with a summary of charges by category. When requested, Consultant shall provide backup for past and current invoices that records hours and Salary Costs by employee category, Reimbursable

Expenses by category, and Subconsultant fees on a task basis, so that total hours and costs by task may be determined.

5.4.2 For Lump Sum Compensation under Section 5.1.2. Consultant shall submit billings that are identified by the specific project number on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Billings for each phase shall not exceed the amounts allocated to said phase. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, Consultant shall provide backup for past and current invoices that record hours, salary costs, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.5 Method of Payment.

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

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

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

5.5.4 Payment will be made to Consultant at the following address: WSP USA Inc., P.O. Box 732476, Dallas, TX 75373-2476.

5.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

5.7 Funding for this Project will be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide nor shall County provide any funding from County's general revenue or any other County source. Funding shall be utilized only for the purposes permitted under Section 212.055(1), Florida Statutes.

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

**ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES;
CHANGES IN SCOPE OF SERVICES**

6.1 County or Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Unless otherwise expressly permitted herein, such changes must be made in accordance with the provisions of the Broward County Procurement Code and must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith.

6.2 To the extent 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 such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Article 5. A Work Authorization for Optional Services shall specify the method of compensation applicable to that Work Authorization and the required completion date for those additional services.

6.3 Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate 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. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Consultant shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

6.4 If a dispute between the Contract Administrator and Consultant arises over whether any work requested by County is within the scope of contracted Services and such dispute cannot be resolved by the Contract Administrator and Consultant, such dispute shall be promptly presented to the County Administrator or his or her designee for resolution, whose decision shall be in

writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

7.7 Discriminatory Vendor and Scrutinized Companies Lists. Consultant represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Section 215.473, Florida Statutes. Consultant represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

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

7.9 Warranty of Performance. Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement 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. Consultant represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Consultant certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.11 Breach of Representations. In entering into this Agreement, Consultant acknowledges that County is materially relying on the representations, warranties, and certifications of Consultant stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Consultant, to deduct from the compensation due Consultant under this Agreement the full amount of any value paid in violation of a

representation or warranty, and to recover all sums paid to Consultant under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

ARTICLE 8. TERMINATION

8.1 Termination. This Agreement or any Work Authorization issued under this Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement or any Work Authorization was approved by Board action, termination for cause by County of the Agreement or Work Authorization, as applicable, must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement or the Work Authorization, as applicable, on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Consultant shall be eligible for the compensation provided in Section 8.4 as its sole remedy.

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

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

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

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

and such status was misrepresented by Consultant during the procurement or the performance of this Agreement.

8.3 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.

8.4 If this Agreement or a Work Authorization issued under this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under this Agreement or the operative Work Authorization through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience in the form of County’s obligation to provide advance notice to Consultant of such termination in accordance with Section 8.1.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. INSURANCE

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

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

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

9.4 Consultant shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Consultant has been completed, as determined by Contract Administrator. Consultant or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing

continuation of the required coverage(s). Consultant shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

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

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

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

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

9.9 Consultant shall require that each Subconsultant maintains insurance coverage that adequately covers the Services provided by that Subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such Subconsultants comply with these requirements and that "Broward County" is named as an additional insured under the Subconsultants' applicable insurance policies.

9.10 If Consultant or any Subconsultant fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Consultant. Consultant shall not permit any Subconsultant to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this section.

9.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the date this Agreement is fully executed; (2) the required

coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the date this Agreement is fully executed, Consultant must obtain and maintain “extended reporting” coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

**ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE/SBE
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. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants, 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 Consultant shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Consultant 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, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Consultant will meet 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 under this Agreement (the “Commitment”).

10.4 In performing the Services, Consultant shall utilize the CBE firms listed in Exhibit E 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, Consultant 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 Consultant to meet the CBE goal must be certified by OESBD. Consultant shall inform County immediately when a CBE firm is not able to perform or if Consultant believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Consultant to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Consultant 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 in the event 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 Consultant shall notify County, and OESBD may adjust the CBE goal by written notice to Consultant. Consultant 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 Consultant fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Consultant fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Consultant failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Consultant shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Consultant 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, Broward County Code of Ordinances. 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 Consultant's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. 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 Subconsultant where the OESBD Program Director has determined that such inability is due to no fault of Consultant, shall not be deemed a failure by Consultant to meet the Commitment.

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

10.8 County may modify the required participation of CBE firms under this Agreement 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. Consultant 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 Consultant shall provide written monthly reports to the Contract Administrator attesting to Consultant's compliance with the CBE goal stated in this article. In addition, Consultant shall allow County to engage in onsite reviews to monitor Consultant's progress in achieving and maintaining Consultant's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

10.10 The presence of a "pay when paid" provision in a Consultant's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment or exercising any right stated under this Agreement.

ARTICLE 11. MISCELLANEOUS

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

11.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Consultant in connection with performing Services shall be owned by County, and Consultant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of County and shall be delivered by Consultant to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Consultant may be withheld until all documents are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with its Subconsultant(s).

11.3 Ownership of Documents. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Consultant in connection with this Agreement shall be the property of County, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Contract Administrator within fifteen (15) days after the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

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

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

11.4.2 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 law;

11.4.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this

Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

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

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

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Consultant must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Consultant. Consultant shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS TIM GARLING, DEPUTY DIRECTOR OF THE TRANSPORTATION DEPARTMENT AT (954) 357-8300, TGARLING@broward.org, 1 N UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324..

11.5 Audit Rights and Retention of Records. Consultant shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement, any Work Authorization, or until resolution of any audit findings, whichever is longer. Contract Records shall, upon reasonable notice, be open to County inspection and subject to audit and reproduction during normal business hours. County audits and inspections pursuant to this section may be performed by any County representative (including any outside

representative engaged by County). County may conduct audits or inspections at any time during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

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

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

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

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

11.6 Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit F, Schedule of Subconsultants, to provide the Services under this Agreement. Consultant shall obtain written approval of Contract Administrator prior to changing or modifying the Schedule of Subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each and every approved Subconsultant to the terms stated in this Agreement, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 9 on Consultant's Subconsultants.

11.7 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity.

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

11.9 Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11.10 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

FOR COUNTY:

Broward County

Attn: Chris Walton, Director

Broward County Transportation Department

1 N. University Drive, Suite 3100A

Plantation, Florida 33324

Email address: cwalton@broward.org

FOR CONSULTANT:

WSP USA Inc.

Ronald M. Colas, PE, SI, Vice President - Senior Area Manager

470 South Andrews Avenue, Suite 206

Pompano Beach, FL 33069

Email address: Ronald.Colas@wsp.com

11.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” 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 of the subsections of such section, 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.

11.13 Consultant’s Staff. Consultant will provide the key staff identified in its proposal for Project as long as said key staff are in Consultant’s employment. Consultant will obtain prior written approval of Contract Administrator to change key staff. Consultant shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications. If Contract Administrator desires to request removal of any of Consultant’s staff, Contract Administrator shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

11.14 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Consultant certifies that it has a drug-free workplace program and that it will maintain such drug-free workplace program for the duration of this Agreement.

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

11.16 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this Agreement and in the capacity as owner. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have

occurred under 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.

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

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

11.19 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Consultant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Consultant is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her 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 court process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted under this Agreement to utilize Subconsultants to perform any Services required by this Agreement, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

11.20 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 of this Agreement. 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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving Party.

11.21 Compliance with Laws. Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without

limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.22 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.

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

11.24 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.25 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. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

shall be revised to comply with building codes and other jurisdictional requirements current at the time of reuse for the new site location. The terms and conditions of this Agreement shall remain in force for each reuse project, unless otherwise agreed by the Parties in writing.

11.27 Payable Interest.

11.27.1 Payment of Interest. County shall not be liable to pay any interest to Consultant for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.27.2 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).

11.28 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.

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

11.30 The Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, is not an eligible expense under Section 212.055, Florida Statutes, and is not applicable to this project.

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

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

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

GAVIN P.
By: RYNARD
Gavin P. Rynard (Date)
Assistant County Attorney

Digitally signed by GAVIN
P. RYNARD
Date: 2021.02.12 15:50:06
-05'00'

Angela
By: Wallace
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Digitally signed by Angela
Wallace
Date: 2021.02.12 15:50:24
-05'00'

AJW/GR
BCF 202
02/11/2020

**AGREEMENT BETWEEN BROWARD COUNTY AND WSP USA INC. FOR CONSULTANT SERVICES
FOR TRANSIT SYSTEMWIDE STUDY, PLANNING, AND PRELIMINARY DESIGN
(RFP # TRN2120307P1)**

CONSULTANT

ATTEST:

Jassey, Hillary
(Jassey)

Digitally signed by Jassey, Hillary
(Jassey)
DN: cn=Jassey, Hillary (Jassey),
ou=Active,
email=Hillary.Jassey@wsp.com
Date: 2021.02.12 13:27:41 -05'00'

Secretary

Hillary Jassey

(Typed Name of Secretary)

CORPORATE SEAL



WSP USA INC.

(Typed Name of Consultant/Firm)

By

Digitally signed by Ronald M
Colas, PE, SI
DN: cn=Ronald M Colas, PE, SI,
c=US, o=WSP USA INC,
email=Ronald.Colas@wsp.com
Date: 2021.02.12 13:08:07 -05'00'

President/Vice President

Ronald M. Colas, PE, SI

Vice President | Sr. Managing Director

(Typed Name and Title)

11th day of February, 20 21.

EXHIBIT A

SCOPE OF WORK TRANSIT SYSTEMWIDE STUDY, PLANNING, AND PRELIMINARY DESIGN

1. GENERAL DESCRIPTION

- 1.1.** Broward County ("County") is soliciting proposals from qualified firms interested in providing professional consulting services in connection with the transit systemwide study, analysis, planning, environmental analysis, and preliminary engineering design. The objective is to obtain a final Transit Systems Plan ("TSYS") report in twelve (12) to fifteen (15) months, including the elements outlined in the scope and recommendations regarding the feasibility of adopting rail, bus rapid transit (BRT) and other modes of transportation into the current transit system.
- 1.2.** Section 287.055, Florida Statutes, ("Consultants' Competitive Negotiation Act") regarding the procurement of professional services, is applicable to this solicitation. Professional services include engineering, surveying and mapping, architecture, landscape architecture, planning, and right of way acquisition and management. The statute requires a prequalification process, advertisement, and the competitive selection of consultants based upon qualifications, followed by negotiations to establish a fair, competitive and reasonable fee for the desired services.
- 1.3.** The County intends to award one (1) contract to a qualified firm for a base period of three (3) years with two (2), one (1) year options for a potential total of five (5) years to complete Tasks 1, 2, 3 and 4, as later detailed in Section 8 of this Scope of Work.
- 1.4.** The County will provide contract administration and management services and technical reviews of all work associated with the development and preparation of the deliverables.
- 1.5.** The system study will be completed in Task 1, with recommendations from the study to be developed in Task 2 and Task 3. Work Authorizations will be executed by the County directing the firm to perform specific tasks outlined in a scope of work and detailing the terms of payment.

2. QUALIFICATIONS

- 2.1.** Interested firms should have demonstrated experience in the following areas: the Florida Department of Transportation's ("FDOT") project development and environment ("PD&E") process; the Federal Transit Administration's ("FTA") New Starts-related transit alternatives analysis and environmental impact analysis necessary to obtain National Environmental Policy Act ("NEPA") clearance; light rail transit ("LRT"); monorail and heavy rail guideway and electrical systems; bus rapid transit ("BRT") and corridor-based systems; local transit systems; estimation of capital and operating costs; transit ridership projections; traffic operations and engineering; transit technology systems; transit stop analysis and design; maintenance and operations facility design; financial planning, economic benefits analysis; land use and housing benefit analysis; and public involvement.

- 2.2.** Demonstrate relevant qualifications, capacity, and capability in performing the Scope of Work outlined below. Supply any additional positions necessary for successful project delivery including any key personnel as needed. Demonstrate the necessary experience, expertise, technical ability, and skill in execution of the Scope of Work and any other areas necessary for successful project delivery and in the areas identified as follows:

2.2.1. Program/Project Management

- 2.2.1.1. Development of a Program/Project Management Plan;
- 2.2.1.2. Program/Project Management Plan updates;
- 2.2.1.3. Program Finance and Governance;
- 2.2.1.4. Program Procurement;
- 2.2.1.5. Program and Task Scheduling;
- 2.2.1.6. General Program Administration;
- 2.2.1.7. Operations Management Oversight;
- 2.2.1.8. Program/Cost Controls;
- 2.2.1.9. Document Control;
- 2.2.1.10. Progress Reporting;
- 2.2.1.11. Accounting;
- 2.2.1.12. Quality Management;
- 2.2.1.13. Risk Management;
- 2.2.1.14. Risk Assessment;
- 2.2.1.15. Interagency Coordination;
- 2.2.1.16. Peer review by other agencies;
- 2.2.1.17. Communication Infrastructure (Policies, Procedures, Standards, and Specifications);
- 2.2.1.18. Transportation Asset Management (“TAM”) systems assessment, policies and standards, and program development;
- 2.2.1.19. SBE/CBE/DBE Compliance; and
- 2.2.1.20. Safety & Security Management.

2.2.2. Planning and Engineering

- 2.2.2.1. Planning & Project Development;
- 2.2.2.2. Data Collection and Analysis
- 2.2.2.3. Transportation Design and Studies;
- 2.2.2.4. Intelligent Transportation System (“ITS”) for Transit Analysis and Design
- 2.2.2.5. Design Review and Support Services;
- 2.2.2.6. Value Engineering;
- 2.2.2.7. Cost Engineering/Estimating;
- 2.2.2.8. Architectural/Engineering/Design support for potential Rail/BRT facilities;
- 2.2.2.9. Development of department-wide Standard Operating Procedures (“SOPs”);
- 2.2.2.10. Formation of living document process for adopted SOPs;
- 2.2.2.11. Construction Management Oversight Services;
- 2.2.2.12. Construction Cost Engineering;
- 2.2.2.13. Rail vehicle type research, costing, specification production;

- 2.2.2.14. Transit Testing & Commissioning such as (but not limited too) Rail Activation, Systems Integration, Pre-Revenue Operations;
- 2.2.2.15. Geotechnical Services;
- 2.2.2.16. Utility Coordination and Design;
- 2.2.2.17. Right of Way ("ROW") Administration;
- 2.2.2.18. Roadway & Geometric Plans and Design;
- 2.2.2.19. Bridge Components;
- 2.2.2.20. Environmental & Corrosion;
- 2.2.2.21. Traction Power;
- 2.2.2.22. Train Control;
- 2.2.2.23. Track Work;
- 2.2.2.24. Signalization & Traffic Signal Phasing;
- 2.2.2.25. Vibration and Settlement Monitoring;
- 2.2.2.26. Rail Operations;
- 2.2.2.27. Rail operating and maintenance procurement peer review, contracting assistance;
- 2.2.2.28. Rail/BRT station stops and Vehicle Maintenance Storage Facility; and
- 2.2.2.29. Asset Management systems assessment, policies, and standards for Rail Section.

3. KEY PERSONNEL

- 3.1.** It is the expectation that all individuals identified as key personnel in the firm's management structure shall remain on the team for the duration of the contract unless Broward County Transit ("BCT") agrees on replacement(s). The availability of Key Personnel must be flexible to meet the needs of the County. Where applicable, key personnel shall be a licensed Professional Engineer ("PE") registered in Florida; a member of American Institute of Certified Planners ("AICP"); or a licensed environmental, ecological, or remediation professional. Individuals identified as key personnel should be readily available to meet, on an as needed basis, at locations at or near the Transportation Department's administrative or maintenance offices.
- 3.2.** The selected firm's team may include, but may not be limited to, the following key personnel:
 - 3.2.1. Program Director;
 - 3.2.2. Deputy Program Director;
 - 3.2.3. Project Controls/Quality Assurance Manager;
 - 3.2.4. Project Engineering/Design Quality Manager (PE required);
 - 3.2.5. Construction Manager (PE required);
 - 3.2.6. Construction Quality Manager;
 - 3.2.7. Planning/Environmental Manager;
 - 3.2.8. Communications Manager;
 - 3.2.9. Operations and Maintenance Quality Manager;
 - 3.2.10. Safety and Security Quality Manager;
 - 3.2.11. Systems Engineer (PE required);
 - 3.2.12. Small, Certified, and Disadvantaged Business Enterprise ("SBE"/"CBE"/"DBE") Sub-consulting Manager;
 - 3.2.13. Program Financial Planning Task Lead;

- 3.2.14. Program Procurement Lead; and
- 3.2.15. Program Scheduler.

4. GOVERNING REGULATIONS

- 4.1.** All services shall comply with all applicable manuals and guidelines issued by Broward County, Florida Department of Transportation ("FDOT"), Federal Transit Administration ("FTA"), and all applicable local, state, and federal regulations including, but not limited to:
 - 4.1.1. Broward County Code of Ordinances;
 - 4.1.2. Florida Statutes;
 - 4.1.3. Florida Administrative Code;
 - 4.1.4. Federal Regulations, U.S. Codes and Technical Advisories;
 - 4.1.5. FDOT Project Development and Environment Manual;
 - 4.1.6. FDOT Efficient Transportation Decision Making ("ETDM") Manual;
 - 4.1.7. Sociocultural Effects Evaluation Handbook;
 - 4.1.8. Public Involvement Handbook;
 - 4.1.9. Florida Design Manual;
 - 4.1.10. Transit Concept and Alternatives Review ("TCAR") Guidance;
 - 4.1.11. Interchange Access Request User's Guide;
 - 4.1.12. Highway Capacity Manual Transportation Research Board ("TRB");
 - 4.1.13. Manual on Uniform Traffic Studies ("MUTS");
 - 4.1.14. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways ("Florida Greenbook");
 - 4.1.15. American Association of State Highway and Transportation Officials ("AASHTO"), Federal Highway Administration ("FHA") Load, and Resistance Factor Design ("LRFD") Bridge Design Specifications;
 - 4.1.16. Guide for the Development of Bicycle Facilities ("AASHTO");
 - 4.1.17. Highway Safety Manual ("AASHTO");
 - 4.1.18. Right-of-way Mapping Handbook;
 - 4.1.19. Right-of-way Procedures Manual;
 - 4.1.20. Location Survey Manual;
 - 4.1.21. Electronic Field Book ("EFB") User Handbook;
 - 4.1.22. Drainage, Structures, Geotechnical Manuals;
 - 4.1.23. Stormwater Management Facility Handbook;
 - 4.1.24. Aerial Surveying Standards for Transportation;
 - 4.1.25. AASHTO Manual for Bridge Evaluation ("MBE");
 - 4.1.26. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals;
 - 4.1.27. FDOT Standard Specifications for Road and Bridge Construction;
 - 4.1.28. Quality/Level of Service Standards Handbook Software & Tables;
 - 4.1.29. Project Traffic Forecasting Handbook Project Traffic Forecasting Procedure 525-030-120;
 - 4.1.30. Florida Highway Landscape Guide;
 - 4.1.31. Basis of Estimates Manual;
 - 4.1.32. Flexible Pavement Design Manual;
 - 4.1.33. Rigid Pavement Design Manual;

- 4.1.34. Pavement Type Selection Manual;
- 4.1.35. FDOT Transit Facilities Design Guidelines;
- 4.1.36. FDOT State Park-and-Ride Guide;
- 4.1.37. Fixing America's Surface Transportation ("FAST") Act;
- 4.1.38. Chapter 53 Title 49 of the U.S. Code;
- 4.1.39. FTA Capital Investment Grant ("CIG") Program;
- 4.1.40. Americans with Disabilities Act of 1990 ("ADA") and the ADA Accessibility Guidelines (ADAAG);
- 4.1.41. National Fire Protection Association ("NFPA") Codes and Standards;
- 4.1.42. American Railway Engineering and Maintenance-of-Way Association (AREMA) Standards;
- 4.1.43. Florida Building Code; and
- 4.1.44. National Electric Code ("NEC").

5. BACKGROUND

- 5.1.** In 2018, the Board of County Commissioners of Broward County ("County Commission") adopted a 30-year Transportation Surtax Plan ("Surtax Plan") that will provide over \$15 Billion in local funds for transportation projects for 2019-2048.
- 5.2.** The following transit projects were included in the Surtax Plan with implementation/start of service as indicate below:
 - 5.2.1. Study the feasibility of implementing 26.1 miles of Light Rail Transit ("LRT") – on corridors/segments/years to be determined;
 - 5.2.2. Study the feasibility of implementing 150 miles of Rapid Bus/Bus Rapid Transit ("BRT") on the following corridors:
 - 5.2.2.1. State Road 7/US 441 (Golden Glades to Sample Rd.) –2021;
 - 5.2.2.2. Oakland Park Blvd. (A1A to Sawgrass Mall/BB&T Center) –2024;
 - 5.2.2.3. US 1 (Sample Rd. to Aventura) –2027;
 - 5.2.2.4. Hollywood/Pines Blvd. (Flamingo Rd. to US 1) –2030;
 - 5.2.2.5. University Drive (Sample Rd. to Golden Glades) –2033;
 - 5.2.2.6. Sample Road (US 1 to Coral Ridge Dr.) – 2036; and
 - 5.2.2.7. Dixie Highway (Broward Central Terminal to Hillsboro Blvd.) – 2039.
- 5.3.** Addition over 1.1 Million new revenue hours of service systemwide between 2019-2048;
- 5.4.** Addition of ten new local routes between 2019-2029;
- 5.5.** Realignment and extension of existing fixed bus routes - 2019;
- 5.6.** Expansion of Community Shuttle program in locations/service start TBD;
- 5.7.** Addition of Mobility on Demand (MOD) services in BCT's service area/service start TBD;
- 5.8.** Transit Capital Program Expansion for 2019-2048:
 - 5.8.1. Third Operations/Maintenance facility;

- 5.8.2. Five Neighborhood Transit Centers (“NTCs”);
- 5.8.3. Five Park and Ride lots;
- 5.8.4. Addition of 2,250 new bus shelters; and
- 5.8.5. Information Technology Solutions (“ITS”) – new customer and corridor-based technology.

5.9. Multimodal Investments for 2019-2048:

- 5.9.1. Transit Signal Priority (“TSP”) system implementation;
- 5.9.2. Queue Jumper system implementation;
- 5.9.3. Broward County Traffic Engineering Division (“BCTED”) investments that support BCT services; and
- 5.9.4. Other Broward County Public Works projects that support BCT services and facilities.

5.10. The Rapid Bus/BRT concept was assigned \$2 million per mile (on each corridor) in Surtax capital funds and associated Operating & Maintenance funds for the following premium transit investments:

- 5.10.1. 10/15-minute Weekday service on all corridors;
- 5.10.2. Limited stop service (stops located every ½-1 mile apart);
- 5.10.3. Transit signal priority and queue jump systems;
- 5.10.4. Enhanced stations and related amenities;
- 5.10.5. Level boarding stations; and
- 5.10.6. Branded vehicles and stop locations.

6. PHASING AND COORDINATION OF ACTIVITIES

- 6.1.** This Scope of Work is part of Broward County’s transportation surtax plan to develop a comprehensive multimodal connected transportation system. Delivering an effective and efficient program utilizing phased development will depend on the successful coordination of all individual projects, tasks, and stakeholders.

The responsibility of the consultant, with input from the County staff, is to identify concurrent, parallel or affected programming, planning, engineering, and construction activities which may be coordinated and/or incorporated into the phasing and delivery of the work to be performed under this contract. The following is a noncomprehensive list of entities which may have relevant projects or tasks that interfaces with the contract work:

- 1. FDOT
- 2. Local Municipalities
- 3. Local Utilities
- 4. Broward County – Highway Construction and Engineering and Traffic Engineering Divisions
- 5. Broward County - Port Everglades
- 6. Broward County – Aviation Department

The intent of this Section is to reduce and/or eliminate repetitive work or re-work on common corridors with multiple state holders capturing efficiency through intelligent coordination. The Consultant shall develop and implement a coordination management plan to achieve the stated goal.

7. Conflict of Interest

- 7.1. Conflicts cannot be identified without a specific identified deliverable that will result in a subsequent scope of work. However, any consultant/subconsultant would need to adhere to any conflict provision as defined by Florida law, administrative code, and/or professional code of ethics. It is not anticipated that awarded prime or subconsultants would be precluded from other Broward County Transportation Department opportunities. Individual scenarios would be evaluated at the time of preparing prospective solicitations.

8. SCOPE OF WORK

8.1. TASK 1: BROWARD COUNTY TRANSIT SYSTEMS PLAN ("TSYS")

- 8.1.1. Build upon all transit operations and capital components adopted in Broward County Transit's ("BCT") 2019-2028 Transit Development Plan ("TDP") to complete a Transit Systems Plan ("TSYS") that includes recommendations regarding the implementation of premium-transit high-capacity investments in the County, within twelve (12) to fifteen (15) months of the issuance of a Notice to Proceed. The analysis will cover BCT's entire service area, including but not limited to, the transit corridors as identified in the Surtax Plan as follows:

- 8.1.1.1. State Road 7/US 441 (Golden Glades to Sample Rd.)
- 8.1.1.2. Oakland Park Blvd. (A1A to Sawgrass Mall/BB&T Center)
- 8.1.1.3. US1 (Sample Rd. To Aventura)
- 8.1.1.4. Hollywood/Pines Blvd. (Flamingo Rd. to US1)
- 8.1.1.5. University Drive (Sample Rd. to Golden Glades)
- 8.1.1.6. Sample Road (US 1 to Coral Ridge Dr.)
- 8.1.1.7. Dixie Highway (Broward Central Terminal to Hillsboro Blvd.)

8.1.2. WORK PROGRAM ADMINISTRATION AND MANAGEMENT

- 8.1.2.1. Develop a Project Management Work Program that details the following project characteristics:
- 8.1.2.1.1. General Project Management;
 - 8.1.2.1.2. Project Schedule and Tracking System;
 - 8.1.2.1.3. Project Implementation Plan;
 - 8.1.2.1.4. Document Control Plan;
 - 8.1.2.1.5. Progress Meetings;
 - 8.1.2.1.6. Agency and Stakeholder Coordination Plan;
 - 8.1.2.1.7. Monthly Progress Reporting, Accounting/Invoicing Process, Procedures and Schedule;
 - 8.1.2.1.8. Quality Assurance/Quality Control Plan and Standards; and
 - 8.1.2.1.9. Management of Printed and Electronic Deliverables;

- 8.1.2.2. Deliverable: 50%, 90% and Final *Project Management Work Plan Report*

8.1.3. SYSTEM CONDITIONS, NEEDS, DEFINITIONS AND GOALS

- 8.1.3.1. Develop an analysis of current and future transit conditions in BCT's service area. This should identify mobility problems/challenges/deficiencies in the system and provide recommendations regarding transit alternatives that may

address the problem(s). Current service conditions, coupled with expected future demands, shall be demonstrated in a concise and understandable way for this effort. Graphics, charts, maps, forecasts, and other visual aids shall be used to make the case for additional transit service and capital improvements within the transit corridor.

8.1.3.2. Broward County is currently conducting the Atlantic Boulevard Corridor Pre-Design Study, Andrews Avenue Corridor Pre-Design Study, and Pine Island Road Corridor Pre-Design Study. For each corridor, the information from the study includes an assessment of the physical conditions of the road (sidewalks, travel lanes, bike lanes, available right-of-way, etc.); the current vehicle, pedestrian, and bicycle counts; anticipated land development projects; planned improvements within one-quarter mile on each side of the roads; projected 2045 traffic conditions and volumes; and recommended road improvement projects, constraints, and schedules. These and other data included in the studies shall be utilized in the tasks below in order to avoid any duplication of efforts. The information above is described within the Corridor Plan Report which includes stakeholder contacts and information concerning planned projects and future developments. This report documents the existing and future year analysis findings and recommendations; organizes planned and recommended improvements into a list of bundled projects.

8.1.3.3. The City of Fort Lauderdale will be evaluating the feasibility of converting Andrews Avenue and SE 3rd Avenue, between SE 17th Street and Sunrise Boulevard, into one-way pairs. Results from the feasibility study shall also be incorporate into this study.

8.1.4. **TRANSIT SYSTEM MOBILITY NEEDS AND MARKET ASSESSMENT**

8.1.4.1. Utilize existing sources of data to document the travel markets in the transit corridor. These data sources include, but are not limited to:

- 8.1.4.1.1. BCT Ride check and On-Board/Origin-Destination Survey (2020-2021);
- 8.1.4.1.2. BCT CAD/AVL On-Time Performance data (ongoing, dates TBD);
- 8.1.4.1.3. Southeast Florida Regional Planning Model ("SERPM");
- 8.1.4.1.4. BCT General Transit Feed Specification ("GTFS") data;
- 8.1.4.1.5. BCT TDP On-Board Survey (2018);
- 8.1.4.1.6. American Community Survey ("ACS"), Longitudinal Employer – Household Dynamics ("LEHD") & US Census Journey to Work;
- 8.1.4.1.7. Broward County traffic signal data;
- 8.1.4.1.8. 2045 Metropolitan Transportation Plan ("MTP");
- 8.1.4.1.9. 2045 Regional Transportation Plan ("RTP"); and
- 8.1.4.1.10. Other data sources (TBD).

8.1.4.2. Current and historical data sources shall be used to determine existing travel patterns and different markets in each transit corridor and the entire BCT

service area. System-wide analysis shall include, but is not limited to, the following factors:

- 8.1.4.2.1. Distribution of households by size, age, vehicle ownership, number of children, number of workers, and income;
- 8.1.4.2.2. Transit service characteristics (ridership by stop/segment, on-time performance, current travel times, bus spacing);
- 8.1.4.2.3. Transit trip making behavior, including stop activity, trip purpose, transfer activity, origin-destination pairing, access to transit, regional transfers to/from Miami-Dade and Palm Beach Counties; and
- 8.1.4.2.4. Trip behavior for other modes (traffic, bicycle, other), including trip purpose, transfer activity, and origin-destination pairing;

8.1.4.3. Deliverable: 50%, 90% and Final *Transit System Mobility Needs and Market Assessment Report*

8.1.5. **TRANSIT SYSTEM SURVEYS & FIELD REVIEWS**

8.1.5.1. Conduct field reviews and a general survey of the travel conditions in BCT's service area along with BCT and relevant jurisdictional staff. Conditions to survey in BCT's service area, particularly along critical corridors shall include, but are not limited to:

- 8.1.5.1.1. Development patterns (including major land uses, typical parcel sizes, age of development along corridor, street and traffic grid layout, underutilized parcels/properties);
- 8.1.5.1.2. Existing transportation facility inventory (sidewalks, bike lanes/facilities, bus stops/other transit facilities, greenways);
- 8.1.5.1.3. Major activity centers/destinations;
- 8.1.5.1.4. Pedestrian connectivity to adjacent parcels; and
- 8.1.5.1.5. Traffic and related signalization conditions.

8.1.5.2. In addition, observed locations along corridors requiring more analysis shall be noted and included in the data collection phase of project.

8.1.5.3. Develop visual presentation material to demonstrate current system and corridor conditions. This may include poster-sized boards and other presentation material including electronic media.

8.1.5.4. Deliverable: 50%, 90% and Final *Existing Transit System Travel and Pedestrian Conditions Report*

8.1.6. **TRANSIT SYSTEM DEFINITION**

8.1.6.1. Develop alternative proposal for corridor-based transit system, including but not limited to boundaries, demographics, land use, transportation services and infrastructure, known travel patterns, existing and expected traffic Level

of Service (“LOS”). These corridor characteristics shall describe any existing and likely conditions and capacity issues where needed and reflect analysis completed under Subtasks 8.1.4 – 8.1.5.

8.1.6.2. Deliverable: 50%, 90% and Final *Transit System Definition Report*

8.1.7. **TRANSIT MOBILITY PROBLEM DEFINITION**

8.1.7.1. Utilizing the findings from Subtasks 8.1.4-8.1.6, collect appropriate data to determine the transit mobility problems and the benefits of evaluating major rapid transit investments systemwide. This analysis shall be able to quantify the mobility problems in the system and set the framework for the evaluation of transit solutions to be evaluated later in the study. This shall be visually demonstrated using maps, graphics, charts, and other visual media that clearly communicates the case for further transit capital and operating investments along this corridor. This analysis shall include, but is not limited to:

- 8.1.7.1.1. Demographic and land use characteristics of the transit corridor;
- 8.1.7.1.2. Existing and planned transit markets and service characteristics;
- 8.1.7.1.3. Roadway network characteristics, volumes, level of service, and ROW availability;
- 8.1.7.1.4. Traffic signalization characteristics, including timing, reliability, and future investments;
- 8.1.7.1.5. Typical section maps;
- 8.1.7.1.6. Aerial photos;
- 8.1.7.1.7. Geographic Information Systems (GIS) maps of all findings; and
- 8.1.7.1.8. Other relevant information TBD.

8.1.7.2. Deliverable: 50%, 90% and Final *Transit Mobility Problem Definition Report*

8.1.8. **GOALS, OBJECTIVES, AND EVALUATION CRITERIA**

8.1.8.1. Utilizing the findings from Subtasks 8.1.4-8.1.7, develop an overall set of Goals and Objectives for the course of action for the study. Specific goals should be developed that optimize all transit system planning needs. Goals and Objectives shall include, but are not limited to:

- 8.1.8.1.1. Mobility improvements;
- 8.1.8.1.2. Operating improvements;
- 8.1.8.1.3. Cost-effectiveness;
- 8.1.8.1.4. Existing and future transit-supportive land use policies and conditions;
- 8.1.8.1.5. Existing and future population densities;
- 8.1.8.1.6. Financial commitment from Broward County Penny Transportation Surtax-Based Plan and other sources;
- 8.1.8.1.7. Financial feasibility;
- 8.1.8.1.8. Equity Title VI of the civil rights act of 1964 and Environmental Justice;

- 8.1.8.1.9. Environmental benefits;
- 8.1.8.1.10. Public participation/involvement; and
- 8.1.8.1.11. Other elements identified in previous tasks.

8.1.8.2. Deliverable: 50%, 90% and Final *Goals, Objectives, and Evaluation Criteria Report*

8.1.9. **PURPOSE AND STATEMENT**

8.1.9.1. Develop a Purpose and Need Statement prepared using previous efforts identified in Subtasks 8.1.4-8.1.8. The Purpose and Need statement shall accurately address the transit mobility problems in the system.

8.1.9.2. Deliverable: 50%, 90% and Final *Broward County Transit System Plan (TSYS) Purpose and Need Statement Report*

8.1.10. **TRANSIT TECHNOLOGY AND SUITABILITY ANALYSIS**

8.1.10.1. Develop a Transit Technology Suitability Analysis to determine the optimal timing and scale of planned transit, multimodal service, and capital investments systemwide and on critical corridors identified in the analysis provided through Subtasks 8.1.4 – 8.1.9.

8.1.10.2. Provide analysis on the suitability of Autonomous Vehicle (“AV”), Corridor-Based Bus Rapid Transit (“BRT”), fixed guideway infrastructure for fixed guideway BRT, Light Rail Transit (“LRT”), Heavy Rail Transit (“HRT”), automated guideway and Monorail-based technologies. Additional enhanced transit corridor concepts such as Business Access Transit (“BAT”) lanes, one-way pairs, peak directional lanes, and other concepts suitable for South Florida roadway/ROW environment will be performed on suitable corridors/segments.

8.1.10.3. Based on the analysis provided under Subtasks 8.1.4 – 8.1.9, outline the existing plans/characteristics hindering or aiding the development of premium transit (Rapid Bus, BRT, LRT, HRT, Monorail) services on critical transit corridors. Existing corridor plans/characteristics of each transit corridor or related segment shall be analyzed from the following categories:

- 8.1.10.3.1. Planned Broward County or municipal multimodal Surtax Plan program improvements;
- 8.1.10.3.2. Planned FDOT, Turnpike, Broward County and municipal roadway improvements;
- 8.1.10.3.3. Planned Broward County, FDOT, Metropolitan Planning Organization (“MPO”), and municipal complete streets improvements;
- 8.1.10.3.4. Planned ITS/TSM&O improvements; and
- 8.1.10.3.5. All relevant multimodal investments programmed systemwide.

- 8.1.10.4. Provide the following for AV, Corridor-Based BRT, BAT lanes, fixed-guideway BRT, LRT, HRT and Monorail alternatives:
 - 8.1.10.4.1. Typical sections for State-owned arterial roadways/ROW;
 - 8.1.10.4.2. Typical sections for County-owned roadways/ROW;
 - 8.1.10.4.3. Typical sections for municipal-owned roadways/ROW;
 - 8.1.10.4.4. High-level operating/service standards guidelines for corridors by mode; and
 - 8.1.10.4.5. ITS guidelines, including:
 - 8.1.10.4.5.1. Summary of existing ITS Concept of Operations (“ConOps”) plans for Transit Signal Priority (“TSP”), Queue Jumper (“QJ”), and other relevant technology systems;
 - 8.1.10.4.5.2. Assessment of BCT and Broward County ITS systems in place, under development or required for full TSP, QJ, or other relevant technology systems; and
 - 8.1.10.4.5.3. Refinement of or development of new ConOps Plans for TSP, QJ systems, or other relevant technology systems.
- 8.1.10.5. Deliverable: 50%, 90% and Final *Transit Technology Suitability Report*

8.1.11. **TRANSIT CONCEPTS AND ALTERNATIVES ANALYSIS**

- 8.1.11.1. Analyze and screen relevant transit technology and alignment alternatives within each transit corridor that will be examined on their ability to address the Transit Mobility Problem. The analysis of alternatives will provide the justification needed to rank and eventually move preferred technologies forward into a final TSYS.
- 8.1.11.2. **Alternatives Analysis**
 - 8.1.11.2.1. Develop a set of transit alternatives for each transit corridor based on findings from Task 8.1.3. Minimum alternatives to be considered for each corridor or related segment include:
 - 8.1.11.2.1.1. No Build/Local Bus – Existing and planned (surtax-funded) local fixed route and community shuttle services through the year 2048.
 - 8.1.11.2.1.2. Connected and Autonomous Vehicles – Development of a connected and autonomous vehicle network/facilities within the system and along regional corridors.

- 8.1.11.2.1.3. Corridor-Based Bus Rapid Transit ("BRT") – As defined by FTA, BRT that exhibits the following characteristics: operates in mixed traffic, frequent bi-directional service on weekdays, defined stations, and transit signal priority.
- 8.1.11.2.1.4. Fixed Guideway BRT - As defined by FTA, BRT that exhibits the following characteristics: operates in exclusive lane on >50% of alignment during peak periods, frequent bi-directional service on weekdays, defined stations, and transit signal priority.
- 8.1.11.2.1.5. Light Rail Transit (LRT) – The development of a fixed guideway LRT system with the following key elements: branded vehicles and stations, pre-paid and mobile ticketing, real-time arrival information, level boarding, transit signal pre-emption, procurement of a new fleet of LRT-gauge vehicles, the identification of a site for the development of a heavy maintenance/storage facility along the alignment, minimum of 10-minute peak/15-minute off-peak service, supportive circulator and feeder bus services, and a power supply technology system and related traction power substations.
- 8.1.11.2.1.6. Heavy Rail Transit (HRT) – The development of a fixed guideway Heavy Rail system, with consideration of existing HRT technology currently operating in Miami-Dade County, and consideration of an additional elevated technology TBD.
- 8.1.11.2.1.7. Monorail and Automated Guideway – Similar to HRT, Monorail technologies currently under review along NW 27th Ave./University Dr. as part of the Miami-Dade Co. SMART Plan and potentially around the FLL Airport and Seaport will be considered.
- 8.1.11.2.2. Deliverable: 50%, 90% and Final *Transit System Alternatives Report*

8.1.11.3. **Development of Evaluation Criteria**

- 8.1.11.3.1. Develop a set of Evaluation Criteria to compare each Alternative's performance that complies with the FTA's CIG Project Evaluation and Rating process, including, but not limited to, the following individual criteria:
- 8.1.11.3.1.1. Mobility improvements (including travel time savings);
 - 8.1.11.3.1.2. Ridership potential;
 - 8.1.11.3.1.3. Environmental benefits;
 - 8.1.11.3.1.4. Constructability;
 - 8.1.11.3.1.5. Congestion relief and corridor person trip throughput;
 - 8.1.11.3.1.6. Cost-effectiveness (comparison of capital and operating costs);
 - 8.1.11.3.1.7. Economic development benefits;
 - 8.1.11.3.1.8. Existing and potential for transit-supportive land use;
 - 8.1.11.3.1.9. Compatibility with project purpose and need;
 - 8.1.11.3.1.10. Local funding commitment;
 - 8.1.11.3.1.11. State and Federal funding potential;
 - 8.1.11.3.1.12. Community acceptance; and
 - 8.1.11.3.1.13. Other, TBD.
- 8.1.11.3.2. Deliverable: 50%, 90% and Final *Evaluation Criteria Development Report*

8.1.11.4. **Alternatives**

- 8.1.11.4.1. Develop a conceptual level definition of each of the Alternatives suitable for a systems-planning level of scrutiny and decision-making. Each Alternative definition shall include at a minimum:
- 8.1.11.4.1.1. Alignment maps;
 - 8.1.11.4.1.2. Station locations;
 - 8.1.11.4.1.3. Station and intermodal transfer facility locations;
 - 8.1.11.4.1.4. Operating/service characteristics and impacts;
 - 8.1.11.4.1.5. Utility needs: underground, overhead, potential for utility relocation;
 - 8.1.11.4.1.6. Right-of-way needs;
 - 8.1.11.4.1.7. Community acceptance;
 - 8.1.11.4.1.8. Compatibility with other transit modes in the corridor and adjoining corridors;
 - 8.1.11.4.1.9. Capital and operating costs;
 - 8.1.11.4.1.10. Preliminary Fatal flaw analysis; and
 - 8.1.11.4.1.11. Other, TBD.

8.1.11.4.2. Deliverable: 50%, 90% and Final *Preliminary Evaluation of Alternatives Report*

8.1.12. **TRAVEL MARKET DEMAND AND FORECASTING**

8.1.12.1. Develop a travel demand/ridership forecasting model and apply it to each of the Alternatives by transit corridor. These ridership projections will include an estimation of opening date and planning horizon (2048) year estimates. Once a BCT-approved model is in place, run the model on the appropriate alternatives applied to each corridor and/or segment.

8.1.12.2. It is expected that the systemwide and corridor-specific data from BCT's ride-check and on-board survey effort in 2020 to 2021 will be sufficient to build ridership inputs needed for ridership model development. If additional corridor or BCT-system specific data is required for model development, develop and conduct a sampling/data-gathering effort where needed in the BCT system. If the region's SERPM model can be used for this purpose, then this option will be explored.

8.1.12.3. Deliverable: 50%, 90% and Final *TSYS Ridership Forecasting Methodology and Results Report*

8.1.13. **PRELIMINARY RIGHT OF WAY AND NEPA ANALYSIS**

8.1.13.1. Determine the most likely ROW and environmental impact analysis path for each prescribed corridor investment identified in previous tasks. The goal of this Task is to provide a sketch of any forthcoming Planning/NEPA/Project Development process that may be needed moving forward. This shall include an overview of all prescribed environmental analysis as described in the FTA CIG and FDOT Project Development and Environmental ("PD&E") Manual.

8.1.13.2. Deliverable: 50%, 90% and Final *Draft Environmental Analysis/Screening Report*

8.1.14. **CONCEPTUAL ENGINEERING AND DESIGN OF TRANSIT ALTERNATIVES**

8.1.14.1. Develop conceptual engineering and associated architectural and urban design for each of the corridor Alternatives and the overall TSYS. Provide the detail needed to satisfy the level of environmental compliance required for the project at this stage.

8.1.14.2. The level of engineering detail shall include accurate concepts of the following:

- 8.1.14.2.1. Capital and operating costs;
- 8.1.14.2.2. Ridership forecasts;
- 8.1.14.2.3. Right of way requirements;
- 8.1.14.2.4. Maintenance and/or support facilities (as needed);

- 8.1.14.2.5. Construction staging;
- 8.1.14.2.6. Impacts on local and regional traffic (VISSUM software runs with transit ITS elements required); and
- 8.1.14.2.7. Environmental impacts.

8.1.14.3. For each Alternative, prepare conceptual design documents which include, but are not limited to, the following:

- 8.1.14.3.1. Corridor and segment alignment description (with maps, aerial photos, graphical renderings);
- 8.1.14.3.2. Typical plan and profile sections/drawings of each alignment, stations, access, and associated structures;
- 8.1.14.3.3. Right of way requirements;
- 8.1.14.3.4. Construction needs;
- 8.1.14.3.5. Station and related station-area concepts and related design criteria (for all proposed stations);
- 8.1.14.3.6. Site specific Alternative system and station integration with surrounding land uses;
- 8.1.14.3.7. Location, layouts, site characteristics, and overall connection of support/maintenance facility;
- 8.1.14.3.8. Initial utility impacts, needs, and relocation concepts;
- 8.1.14.3.9. Modifications to streets, traffic flow, traffic signalization, access, lighting, drainage, and other improvements;
- 8.1.14.3.10. Estimated operating and maintenance plan; and
- 8.1.14.3.11. Other detail that demonstrates potential impact of each Alternative.

8.1.14.4. Deliverables: 1.) 50%, 90% and Final *Engineering Feasibility Report*, 2.) 50%, 90% and Final *Conceptual Engineering Design and Cost Estimates Report*

8.1.15. TRANSIT-SUPPORTIVE LAND USE AND AFFORDABLE HOUSING SCENARIO PLANNING

8.1.15.1. Develop urban design concepts that demonstrate the functioning of fixed or automated guideway transit concepts within each corridor/segment under consideration and show how the concepts can enhance the surrounding community. This effort shall blend community and corridor-supportive planning, architectural, and streetscape concepts with the previous public feedback efforts along the corridor. Overall concepts shall encourage more and safer pedestrian, bicycle, and transit use along the corridor. Analysis includes but is not limited to:

- 8.1.15.1.1. Community integration (including all preferred image and design concepts from Broward County, FDOT, and all municipalities along the corridor);
- 8.1.15.1.2. Station design, signage, and amenities (including system needs and community concepts);
- 8.1.15.1.3. Wayfinding/destination signage;

- 8.1.15.1.4. Pedestrian and bicycle-friendly streetscapes and landscaping;
- 8.1.15.1.5. Linkages to surrounding current and future land uses;
- 8.1.15.1.6. Joint and affordable housing development opportunities along or near each corridor/facility;
- 8.1.15.1.7. Planned Surtax Plan investments integration; and
- 8.1.15.1.8. Land Use Scenario Planning analysis.

8.1.15.2. Develop and provide architectural renderings, plans, sketches, photo, and video simulations that visually and effectively communicate the visual and aesthetic impacts of the proposed system. All proposed urban design concepts must be included in the total estimated cost for each Alternative.

8.1.15.3. Deliverables: 1.) 50%, 90% and Final *Current and Future Land Use Planning Report*, 2.) 50%, 90% and Final *Affordable Housing/Transit-Oriented Development Opportunities Report*, and 3.) 50%, 90% and Final *Urban Design Integration Report*

8.1.16. **PREFERRED TRANSIT OPERATING AND CAPITAL PLAN**

8.1.16.1. Develop a conceptual operating plan for the preferred transit system, including estimated costs. This shall include an analysis of costs/effects of the alternatives on existing lines within, bisecting, and feeding into each corridor. Each operating plan and cost estimate shall correspond to station locations and transit ITS investments assumed for each corridor. Operating plans for each corridor shall include but are not limited to the following details:

- 8.1.16.1.1. Fleet size and type of vehicle;
- 8.1.16.1.2. Run times;
- 8.1.16.1.3. Headways/span of service;
- 8.1.16.1.4. Peak/off-peak vehicle requirements;
- 8.1.16.1.5. Miles/hours of service;
- 8.1.16.1.6. Fare structure;
- 8.1.16.1.7. Local route operating plans on study corridor and adjoining corridors;
- 8.1.16.1.8. Potential locations/suitability for new operations/maintenance facilities;
- 8.1.16.1.9. Other capital facility needs; and
- 8.1.16.1.10. Staffing and personnel needs.

8.1.16.2. Deliverable: 50%, 90% and Final *Conceptual Operating and Capital Plan Report*

8.1.17. **TRANSIT SYSTEM FINANCIAL PLAN**

8.1.17.1. **Capital Cost Estimates**

- 8.1.17.1.1. Develop and submit conceptual capital cost estimates for each Alternative. The selected firm will submit a proposed cost estimation methodology, to develop the concept-level costs,

that includes sufficient contingency based on previous designs and an agreed-upon risk/range of costs utilizing capital cost estimates drawn from recent Broward County, FDOT, or other construction-related efforts pertinent to each corridor. All cost estimates shall require review from BCT.

8.1.17.2. **Operating Cost Estimates**

8.1.17.2.1. Develop conceptual operating and maintenance (O&M) cost estimates for each Alternative. The foundation of these estimates shall originate from existing O&M cost factors from current BCT operations or other similarly operated system and require BCT's review and approval. The O&M cost model developed for the Alternatives must conform with all FTA standards and guidelines. Conceptual O&M cost shall be developed for current year dollars and the horizon year of 2048.

8.1.17.2.2. An analysis of financing options for the Alternatives. Financing needs and options for all projected capital and operating costs shall be analyzed. Funding sources that must be included in this analysis include the following sources: BCT 2020-2029 TDP, Surtax Plan, FDOT, Broward MPO, FTA, CIG, and other discretionary funding, other public funding, and private funding.

8.1.17.2.3. Deliverables: 1.) 50%, 90% and Final *Cost Methodology Report*, 2.) 50%, 90% and Final *Funding and Fiscal Analysis Report*, 3.) 50%, 90% and Final *Financial and Operating Plan*, and 4.) 50%, 90% and Final *Preliminary TSYS Plan Report and Schedule*

8.1.17.3. **Final Transit System Plan (TSYS)**

8.1.17.3.1. Develop a final Transit Systems Plan ("TSYS") incorporating all findings from Tasks 8.1-8.16. The TSYS shall demonstrate the preferred transit system for the BCT service area through 2048.

8.1.17.3.2. Deliverables: 1.) 50%, 90% and Final *TSYS Plan*

8.1.17.4. **Public Involvement Program ("PIP")**

8.1.17.4.1. Develop and implement a comprehensive PIP that will engage the community and interested stakeholders within the BCT service area and support all relevant tasks. The PIP must demonstrate a clear knowledge of current research, survey methods, technologies, and resources needed to engage members of the public, stakeholders, elected officials, and business owners. The PIP must comply with all relevant state, FTA and NEPA requirements, including relevant Title VI and

Environmental Justice (“EJ”) outreach. Such a plan will include, but is not limited, to the following concepts:

- 8.1.17.4.1.1. Public information meetings and workshops;
- 8.1.17.4.1.2. Deploy, manage and act on innovative ways to make and maintain contact with residents, business owners/business leadership, employers, civic organizations, and other stakeholders along the corridor/service area;
- 8.1.17.4.1.3. Establishment and management of a TSYS Technical Committee;
- 8.1.17.4.1.4. Intercept surveys of transit users, pedestrians, and commuters traveling within and through the transit corridors;
- 8.1.17.4.1.5. Mailers to those in residing in the service area and along the study corridors;
- 8.1.17.4.1.6. Stakeholder and elected official interviews and one-on-one meetings;
- 8.1.17.4.1.7. County Commission, Independent Transportation Surtax Oversight Board, and County Bike/Ped Advisory Committee briefings;
- 8.1.17.4.1.8. City Commission meetings/presentations (for all Cities in BCT’s service area/study corridors);
- 8.1.17.4.1.9. Stakeholder briefing/presentations;
- 8.1.17.4.1.10. Alternatives Workshops;
- 8.1.17.4.1.11. Public Hearings;
- 8.1.17.4.1.12. BCT online and social media;
- 8.1.17.4.1.13. Factsheets and Project Newsletters;
- 8.1.17.4.1.14. Visual Presentation material;
- 8.1.17.4.1.15. Digital project folder; and
- 8.1.17.4.1.16. Other PIP approaches and innovations.

8.1.17.4.2. Deliverable: 50%, 90% and Final *TSYS Public Involvement Program (PIP) Report*

8.1.17.5. **Project Controls Technology and Training**

- 8.1.17.5.1. Assist the County in the evaluation of information technology solutions and project controls technology products designed to improve the efficiency and effectiveness of the County’s project management processes.
- 8.1.17.5.2. Assist with the development of training materials and conduct training of BCT staff at County facilities. Subsequent to such training, prepare reports on the training outcomes and feedback received from the attendees.

8.2. TASK 2: TRANSIT CORRIDOR IMPLEMENTATION STUDY (“TCIS”)

- 8.2.1. The purpose of the TCIS is to acquire the services of a transportation planning, environmental analysis and preliminary design, and engineering design team to complete an analysis that identifies suitable transit capital and operational investments on major corridors in Broward County and provide recommendations for implementing corridor-based Bus Rapid Transit (“BRT”) or fixed guideway BRT on corridors identified in the TSYS.
- 8.2.2. The BRT concept for BCT is intended, at a minimum, to meet the Federal Transit Administration (“FTA”) definition of corridor-based BRT. Where possible, additional FTA-defined fixed guideway BRT elements will be analyzed for each corridor. In addition, most of the proposed BRT investments are planned along state-owned arterial roads and roads with segments exhibiting current near-to-failing traffic Level of Service (“LOS”) standards.
- 8.2.3. Build upon the corridor and LRT conceptual plans adopted in BCT’s 2019-2028 Transit Development Plan (“TDP”) to complete an Alternatives Analysis (“AA”) for each corridor that includes an evaluation of four Alternatives (No-Build, Autonomous Vehicle, Corridor-Based BRT, and Fixed Guideway BRT), ridership/travel demand forecasting, environmental analysis and clearance, land use analysis, conceptual engineering, screening of Alternatives, and a selection of a preferred Alternative/alignment. Satisfy all applicable State requirements (including TCAR, ETDM, PD&E) and Federal requirements for FTA New & Small Starts CIG and NEPA where needed in the project process.
- 8.2.4. **STUDY REQUIREMENTS AND GOVERNING REGULATIONS**
 - 8.2.4.1. All services must comply with all Broward County, FDOT, FTA and all applicable State and Federal regulations.
- 8.2.5. **WORK PROGRAM ADMINISTRATION AND MANAGEMENT**
 - 8.2.5.1. Develop a project work program that includes, but is not limited to, a project schedule and tracking system, project implementation plan, agency, and stakeholder’s coordination plan. Quality assurance/quality control plans and standards.
 - 8.2.5.2. Deliverable: 50%, 90% and Final *Project Management and Work Plan Report*
- 8.2.6. **PURPOSE AND NEED, PROJECT DEFINITION, GOALS AND OBJECTIVES**
 - 8.2.6.1. Develop the Purpose and Need, Project Definition, and Goals and Objectives of this work effort. This should be done in context of defining the mobility problem along the corridor and how alternatives to be evaluated may serve this problem. Current service inadequacies, coupled with expected future demands, shall be demonstrated in a concise and understandable way for this effort to include, but is not limited to, the following:
 - 8.2.6.1.1. Develop Transit corridor plans/studies that reflects recent/planned investments that provides a historical context for transportation needs along the corridor.

- 8.2.6.1.2. Deliverable: 50%, 90% and Final *Existing, Planned, and Funded Corridor Transportation Plans and Investments Report*
- 8.2.6.2. Develop a corridor definition, including but not limited to, boundaries, demographics, land use, transportation services and infrastructure, known travel patterns, and existing and expected traffic LOS. These corridor characteristics shall describe any existing and likely conditions and capacity issues where needed.
 - 8.2.6.2.1. Conduct field reviews and a general survey of the travel conditions along the corridor along with select BCT and relevant jurisdictional staff.
 - 8.2.6.2.2. Deliverable: 50%, 90% and Final *Existing Corridor Travel Conditions Report*
- 8.2.6.3. Utilize existing sources of data to document the travel and transit market. Current and historical data sources shall be used to determine existing travel patterns and different markets in the corridor.
 - 8.2.6.3.1. Deliverable: 50%, 90% and Final *Transit and Travel Market Analysis Report*
- 8.2.6.4. Collect appropriate data to determine the transit mobility problems and the benefits of evaluating major rapid transit investments along the designated corridor(s).
 - 8.2.6.4.1. Deliverable: 50%, 90% and Final *Transit and Mobility Conditions Report*
- 8.2.6.5. Develop an overall set of goals and objectives for the course of action for the study. Specific goals should be developed that optimize all transit system planning needs.
 - 8.2.6.5.1. Deliverable: 50%, 90% and Final *Goals, Objectives, and Evaluation Criteria Report*
- 8.2.6.6. Develop a purpose and need statement. The purpose and need statement shall accurately reflect the transit mobility problems in the corridor(s).
 - 8.2.6.6.1. Deliverable: 50%, 90% and Final *Purpose and Need Statement Report*
- 8.2.7. **SCOPING AND DEFINITION OF ALTERNATIVES**
 - 8.2.7.1. Identify relevant transit technology and alignment alternatives within the TSYS area that will be examined based upon their ability to address existing transit mobility problem(s) and community input gathered during the TSYS process. The analysis of alternatives will provide the justification needed to move forward with a locally preferred alternative (“LPA”) for the corridor.
 - 8.2.7.1.1. Develop a set of transit alternatives that will be evaluated and screened in the Alternatives Assessment (“AA”) stage of the project.

- 8.2.7.1.2. Deliverable: 50%, 90% and Final *Summary of Alternatives Report*
 - 8.2.7.2. Develop a conceptual level definition for each of the alternatives suitable for initial screening consistent with all PD&E and FTA CIG criteria.
 - 8.2.7.2.1. Deliverable: 50%, 90% and Final *Initial Alternatives Screening Report*
 - 8.2.7.3. Develop a set of evaluation criteria to compare each alternative's performance and suitability that meets all standards required as part of the FTA evaluation criteria for the CIG competitive discretionary grant program.
 - 8.2.7.3.1. Deliverable: 50%, 90% and Final *Scoping and Definition of Alternatives Report*
- 8.2.8. **DETAILED ALTERNATIVES ASSESSMENT**
 - 8.2.8.1. Develop a detailed definition and description of each alternative which should include but not limited to the following: alignments, station locations, capital and operating cost estimates, effects on automobile traffic, and effects on other mobility modes.
 - 8.2.8.2. Deliverable: 50%, 90% and Final *Assessment of Alternatives Report*
- 8.2.9. **TRAVEL DEMAND FORECASTING**
 - 8.2.9.1. Build and run an FTA-approved Simplified Trips on Project Software ("STOPS") travel demand model specific for BCT on all Alternatives considered.
 - 8.2.9.2. Deliverable: 50%, 90% and Final *STOPS Travel Demand Forecasting Methodology and Results*
- 8.2.10. **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND ANALYSIS**
 - 8.2.10.1. Complete a full environmental analysis on the preferred Alternative(s) per prescribed FDOT and FTA guidelines and approvals.
 - 8.2.10.2. Deliverable: 50%, 90% and Final *Draft Environmental Compliance Report*
- 8.2.11. **PRELIMINARY ENGINEERING DESIGN**
 - 8.2.11.1. Develop Preliminary Design and Engineering (up to 30%) and associated architectural, engineering, and urban designs for the preferred Alternative(s) selected from the TSYS and/or TCIS. Provide enough detail needed to satisfy the level of environmental compliance and definition of infrastructure improvements in the corridor required for the project at this stage.
 - 8.2.11.1.1. For the selected alternative(s), provide designs that are consistent with FTA project development ("PD") requirements.

8.2.11.1.2. Prepare technology specific design specifications, transit lane schematics, plan and profile drawings of the alignments, station sites, as well as cross sectional drawings of typical and special segments.

8.2.11.1.3. Develop typical sections, site plans, geometric design (i.e. horizontal alignment), intersections and/or interchanges, access management features, and station features. Develop engineering and design plans for the recommended corridor(s) up to 30% design and engineering.

8.2.11.2. Deliverables: 1.) 50%, 90% and Final *Engineering Feasibility Report*, 2.) *Preliminary Engineering Design (30%) and Cost Estimates Report*

8.2.12. **URBAN DESIGN, TRANSIT-ORIENTED DEVELOPMENT, AFFORDABLE HOUSING NEXUS**

8.2.12.1. Develop urban design concepts that demonstrate the functioning of BRT concepts within the study corridor and how concepts can enhance the surrounding community.

8.2.12.2. Deliverables: 1.) 50%, 90% and Final *Urban Design Concept Report*, 2.) 50%, 90% and Final *Housing/Transit-Oriented Development Opportunities Report*

8.2.13. **OPERATING PLAN FOR ALTERNATIVES**

8.2.13.1. Develop a conceptual operating plan for the Alternatives, including estimated costs. This shall include an analysis of costs/effects of the Alternatives on existing lines within, bisecting, and feeding into the corridor. Each operating plan and cost estimate shall correspond to station locations and transit ITS investments assumed for each Alternative.

8.2.13.2. Deliverable: 50%, 90% and Final *Conceptual Operating Plan Report*

8.2.14. **COST AND FINANCIAL ESTIMATES**

8.2.14.1. Develop a set of estimated capital and operating cost estimates for the LPA. Develop a financial plan that addresses these estimated costs, known revenue, and other potential revenue sources (if needed).

8.2.14.2. Conduct an analysis of financing options for the Alternatives (No-Build, AV, Corridor-Based BRT, and Fixed Guideway BRT). Financing needs and options for all projected capital and operating costs shall be analyzed.

8.2.14.3. Deliverables: 1.) 50%, 90% and Final *Cost Methodology Report*, 2.) 50%, 90% and Final *Funding and Fiscal Analysis Report*

8.2.15. IDENTIFICATION AND REFINEMENT OF A FINAL LOCALLY PREFERRED ALTERNATIVE (“LPA”)

8.2.15.1. Develop an evaluation process for the selection of a final LPA. The evaluation process and guidelines shall be developed in consultation with key project partners (“FDOT”) and FTA (if project will be seeking FTA CIG funding).

8.2.15.2. Deliverables: 1.) 50%, 90% and Final *Comparative Evaluation of Alternatives Report*, 2.) 50%, 90% and Final *Locally Preferred Alternative Recommendation Report*, 3.) 50%, 90% and Final *Financial and Operating Plan*, 4.) 50%, 90% and Final *AA/CIG Study and Recommendations Report*

8.2.16. PUBLIC INVOLVEMENT PROGRAM (“PIP”)

8.2.16.1. Develop and deliver a comprehensive PIP that will engage the community and interested stakeholders along the study corridor. Develop and implement a program that demonstrates a clear knowledge of current research, survey methods, technologies, and resources needed to engage members of the public, stakeholders, elected officials, and business owners. The PIP must comply with all relevant BCT, State, FTA and NEPA requirements, including Environmental Justice (“EJ”) outreach.

8.2.16.2. Deliverable: 50%, 90% and Final *Transit Corridor Public Involvement Program (PIP) Report*

8.3. TASK 3: COUNTYWIDE RAIL IMPLEMENTATION

8.3.1. Develop preliminary engineering and/or associated architectural and urban designs for major capital rail segments identified in the TSYS, up to thirty percent (30%) design. This design effort shall provide sufficient engineering detail needed to satisfy the level of environmental compliance and definition of infrastructure improvements for the implementation of infrastructure at existing and new transit/county facilities, as rail infrastructure required for the project at this stage. The following will be included for the selected Alternative(s):

8.3.1.1. PRELIMINARY ENGINEERING DESIGN

8.3.1.1.1. Develop preliminary design and engineering (up to 30%) and associated architectural, engineering, and urban designs for the rail alternative(s) selected from the TSYS. Provide enough detail needed to satisfy the level of environmental compliance and definition of infrastructure improvements as required for the project at this stage.

8.3.1.1.2. Design must be consistent with FTA Project Development requirements.

8.3.1.1.3. Prepare technology specific conceptual engineering drawings, design specifications, plans, and profile drawings of the alignment and associated facilities.

- 8.3.1.1.4. Provide up to 30% engineering design to include but not limited to; typical sections, elevations, site plans, geometric designs, intersections and/or interchanges, access management features, signalization plans, utility plans, drainage plans, architectural plans, signage plans, lighting plans, drainage plans, landscape plans, station features and maintenance, storage facility features engineering.
- 8.3.1.1.5. Perform technical studies and develop engineering criteria and standards for, but not limited to: vehicles, track , guideway, dedicated transit lanes, drainage, signals, communications, other system elements (traction power, power supply technology, fare collection, central control and dispatch), stations, maintenance and storage facilities, grade crossings, roadway improvements, utility relocation, bridges and structures, maintenance of roadway, and rail traffic.
- 8.3.1.1.6. Conduct value engineering and risk assessment for the recommended alternative(s).
- 8.3.1.1.7. Deliverables: 1.) 50%, 90% and Final *Engineering Feasibility Report*, 2.) *Preliminary Engineering Design (Up to 30%) and Cost Estimates Report*

8.3.1.2. **PUBLIC INVOLVEMENT PROGRAM (PIP)**

- 8.3.1.2.1. Develop and deliver a comprehensive PIP that will engage the community and interested stakeholders in the BCT service and rail segment(s) areas. Develop and implement a program that demonstrates a clear knowledge of current research, survey methods, technologies, and resources needed to engage members of the public, stakeholders, elected officials, and business owners. The PIP must comply with all relevant BCT, State, FTA, and NEPA requirements, including Environmental Justice (“EJ”) outreach.
- 8.3.1.2.2. Deliverable: 50%, 90% and Final *Transit Rail Corridor Public Involvement Program (PIP) Report*

8.4. TASK 4: PROJECT MANAGEMENT AND TECHNICAL SUPPORT

- 8.4.1. Support the County in its planning; coordination; engineering/design; development of construction specifications; contract and bidding document development; code analysis; jurisdictional review for permitting and procurement; review of PD&E/NEPA documents; review of multi-modal feasibility studies; bid/award support and concurrence; project

progress documentation; contract compliance review; computer-aided and manually generated graphics support; preparation of narratives and other textual project support; photographic and video-graphic project support; geographic information systems ("GIS") project support; and other data and information system project support of the overall management/coordination for the implementation of the new modes into the transit system.

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**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ Subconsultant Name: WSP USA Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Architect	\$79.00	X	2.62	=	\$206.98
Chief Architect	\$100.00	X	2.62	=	\$262.00
Architect Senior	\$119.11	X	2.62	=	\$312.07
BRT Specialist	\$86.04	X	2.62	=	\$225.42
Chief Engineer	\$66.08	X	2.62	=	\$173.13
Chief Engineer Senior	\$95.46	X	2.62	=	\$250.11
Cost Engineer	\$79.32	X	2.62	=	\$207.82
Chief Cost Engineer	\$95.79	X	2.62	=	\$250.97
Deputy Program Director	\$122.72	X	2.62	=	\$321.53
Diversity Advisor	\$91.94	X	2.62	=	\$240.88
Chief Electrical Engineer	\$100.00	X	2.62	=	\$262.00
Chief Financial Specialist	\$123.26	X	2.62	=	\$322.94
Financial Specialist Senior	\$67.24	X	2.62	=	\$176.17
FTA Advisor Senior	\$73.78	X	2.62	=	\$193.30
Chief FTA Advisor	\$138.51	X	2.62	=	\$362.90
GIS Specialist	\$33.32	X	2.62	=	\$87.30
Graphic Artist Senior	\$63.31	X	2.62	=	\$165.87
Chief Graphic Artist	\$109.46	X	2.62	=	\$286.79
Graphic Artist	\$31.65	X	2.62	=	\$82.92
Maintenance Facility Engineer Senior	\$100.92	X	2.62	=	\$264.41
Mechanical Engineer	\$57.79	X	2.62	=	\$151.41
Senior Mechanical Engineer	\$79.26	X	2.62	=	\$207.66
O&M Specialist	\$46.35	X	2.62	=	\$121.44
Senior O&M Specialist	\$92.20	X	2.62	=	\$241.56
Chief O&M Specialist	\$107.70	X	2.62	=	\$282.17
Chief Peer Reviewer	\$125.66	X	2.62	=	\$329.23
Program Director	\$100.83	X	2.62	=	\$264.17
Project Administration	\$28.28	X	2.62	=	\$74.09
Project Planner	\$54.42	X	2.62	=	\$142.58
Project Planner Senior	\$75.66	X	2.62	=	\$198.23

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc. (Home Office)
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
Chief Project Planner	\$108.75	X	2.62	=	\$284.93
Ridership Specialist	\$57.52	X	2.62	=	\$150.70
Chief Ridership Specialist	\$87.90	X	2.62	=	\$230.30
Chief Safety & Security Specialist	\$109.27	X	2.62	=	\$286.29
Travel Demand Forecast Specialist	\$106.44	X	2.62	=	\$278.87
Chief Structural Engineer Supervisor	\$116.56	X	2.62	=	\$305.39
Structural Engineer	\$46.30	X	2.62	=	\$121.31
Systems Engineer	\$71.03	X	2.62	=	\$186.10
Systems Engineer Senior	\$96.97	X	2.62	=	\$254.06
Chief Track Engineer	\$118.87	X	2.62	=	\$311.44
Traffic Engineer	\$67.92	X	2.62	=	\$177.95
Traffic Engineer Senior	\$88.88	X	2.62	=	\$232.87
Chief Transit Engineer	\$149.77	X	2.62	=	\$392.40
Chief Vehicle Specialist	\$159.14	X	2.62	=	\$416.95
Vehicle Specialist Senior	\$100.40	X	2.62	=	\$263.05

Multiplier of 2.62 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (101.91)%

FRINGE = HOURLY RATE X FRINGE (35.82)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.62

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc. (Field Office)
Subconsultant Name:

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Architect	\$79.00	X	2.26	=	\$178.54
Chief Architect	\$100.00	X	2.26	=	\$226.00
Architect Senior	\$119.11	X	2.26	=	\$269.19
BRT Specialist	\$86.04	X	2.26	=	\$194.45
Chief Engineer	\$66.08	X	2.26	=	\$149.34
Chief Engineer Senior	\$95.46	X	2.26	=	\$215.74
Cost Engineer	\$79.32	X	2.26	=	\$179.26
Chief Cost Engineer	\$95.79	X	2.26	=	\$216.49
Deputy Program Director	\$122.72	X	2.26	=	\$277.35
Diversity Advisor	\$91.94	X	2.26	=	\$207.78
Chief Electrical Engineer	\$100.00	X	2.26	=	\$226.00
Chief Financial Specialist	\$123.26	X	2.26	=	\$278.57
Financial Specialist Senior	\$67.24	X	2.26	=	\$151.96
FTA Advisor Senior	\$73.78	X	2.26	=	\$166.74
Chief FTA Advisor	\$138.51	X	2.26	=	\$313.03
GIS Specialist	\$33.32	X	2.26	=	\$75.30
Graphic Artist Senior	\$63.31	X	2.26	=	\$143.08
Chief Graphic Artist	\$109.46	X	2.26	=	\$247.38
Graphic Artist	\$31.65	X	2.26	=	\$71.53
Maintenance Facility Engineer Senior	\$100.92	X	2.26	=	\$228.08
Mechanical Engineer	\$57.79	X	2.26	=	\$130.61
Senior Mechanical Engineer	\$79.26	X	2.26	=	\$179.13
O&M Specialist	\$46.35	X	2.26	=	\$104.75
Senior O&M Specialist	\$92.20	X	2.26	=	\$208.37
Chief O&M Specialist	\$107.70	X	2.26	=	\$243.40
Chief Peer Reviewer	\$125.66	X	2.26	=	\$283.99
Program Director	\$100.83	X	2.26	=	\$227.88
Project Administration	\$28.28	X	2.26	=	\$63.91
Project Planner	\$54.42	X	2.26	=	\$122.99
Project Planner Senior	\$75.66	X	2.26	=	\$170.99

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ Subconsultant Name: WSP USA Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE
Chief Project Planner	\$108.75	X	2.26	=	\$245.78
Ridership Specialist	\$57.52	X	2.26	=	\$130.00
Chief Ridership Specialist	\$87.90	X	2.26	=	\$198.65
Chief Safety & Security Specialist	\$109.27	X	2.26	=	\$246.95
Travel Demand Forecast Specialist	\$106.44	X	2.26	=	\$240.55
Chief Structural Engineer Supervisor	\$116.56	X	2.26	=	\$263.43
Structural Engineer	\$46.30	X	2.26	=	\$104.64
Systems Engineer	\$71.03	X	2.26	=	\$160.53
Systems Engineer Senior	\$96.97	X	2.26	=	\$219.15
Chief Systems Engineer	\$142.15	X	2.26	=	\$321.26
Track Engineer	\$52.12	X	2.26	=	\$117.79
Track Engineer Senior	\$89.66	X	2.26	=	\$202.63
Chief Track Engineer	\$118.87	X	2.26	=	\$268.65
Traffic Engineer	\$67.92	X	2.26	=	\$153.50
Traffic Engineer Senior	\$88.88	X	2.26	=	\$200.87
Chief Transit Engineer	\$149.77	X	2.26	=	\$338.48
Chief Vehicle Specialist	\$159.14	X	2.26	=	\$359.66
Vehicle Specialist Senior	\$100.40	X	2.26	=	\$226.90

Multiplier of 2.26 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (69.88)%

FRINGE = HOURLY RATE X FRINGE (35.82)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.26

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Ann Pope Consulting, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Specialist	\$85.00	X	2.94	=	\$249.90
Senior Public Information Officer Specialist	\$55.00	X	2.94	=	\$161.70
Public Information Officer	\$45.00	X	2.94	=	\$132.30

Multiplier of 2.94 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (167.50)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.94**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Ann Pope Consulting, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Specialist	\$85.00	X	2.31	=	\$196.35
Senior Public Information Officer Specialist	\$55.00	X	2.31	=	\$127.05
Public Information Officer	\$45.00	X	2.31	=	\$103.95

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.31**

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Chen Moore and Associates, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Administrative Assistant	\$23.11	X	3.00	=	\$69.33
Construction Specialist	\$34.11	X	3.00	=	\$102.33
Senior Construction Specialist	\$44.70	X	3.00	=	\$134.10
Designer	\$38.52	X	3.00	=	\$115.56
Senior Designer	\$47.70	X	3.00	=	\$143.10
Engineer	\$35.76	X	3.00	=	\$107.28
Engineering Intern	\$18.58	X	3.00	=	\$55.74
Associate Engineer	\$37.41	X	3.00	=	\$112.23
Project Engineer	\$44.69	X	3.00	=	\$134.07
Senior Engineer	\$59.97	X	3.00	=	\$179.91
Associate Landscape Architect	\$33.07	X	3.00	=	\$99.21
Project Landscape Architect	\$49.04	X	3.00	=	\$147.12
Senior Landscape Architect	\$73.67	X	3.00	=	\$221.01
Principal	\$131.33	X	3.00	=	\$393.99
Project Director	\$103.49	X	3.00	=	\$310.47
Project Manager	\$71.44	X	3.00	=	\$214.32
Senior Project Manager	\$75.77	X	3.00	=	\$227.31
Technician	\$28.73	X	3.00	=	\$86.19
Senior Technician	\$30.87	X	3.00	=	\$92.61

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (140.80)%

FRINGE = HOURLY RATE X FRINGE (32.38)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

3.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Chen Moore and Associates, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Administrative Assistant	\$23.11	X	2.60	=	\$60.09
Construction Specialist	\$34.11	X	2.60	=	\$88.69
Senior Construction Specialist	\$44.70	X	2.60	=	\$116.22
Designer	\$38.52	X	2.60	=	\$100.15
Senior Designer	\$47.70	X	2.60	=	\$124.02
Engineer	\$35.76	X	2.60	=	\$92.98
Engineering Intern	\$18.58	X	2.60	=	\$48.31
Associate Engineer	\$37.41	X	2.60	=	\$97.27
Project Engineer	\$44.69	X	2.60	=	\$116.19
Senior Engineer	\$59.97	X	2.60	=	\$155.92
Associate Landscape Architect	\$33.07	X	2.60	=	\$85.98
Project Landscape Architect	\$49.04	X	2.60	=	\$127.50
Senior Landscape Architect	\$73.67	X	2.60	=	\$191.54
Principal	\$131.33	X	2.60	=	\$341.46
Project Director	\$103.49	X	2.60	=	\$269.07
Project Manager	\$71.44	X	2.60	=	\$185.74
Senior Project Manager	\$75.77	X	2.60	=	\$197.00
Technician	\$28.73	X	2.60	=	\$74.70
Senior Technician	\$30.87	X	2.60	=	\$80.26

Multiplier of 2.60 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (104.13)%

FRINGE = HOURLY RATE X FRINGE (32.38)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.60

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Dickey Consulting Services, Inc. (Home Office and Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Administrative Assistant	\$24.00	X	2.31	=	\$55.44
Public Outreach Intern	\$18.00	X	2.31	=	\$41.58
Public Outreach Project Coordinator	\$28.50	X	2.31	=	\$65.84
Public Outreach Project Manager	\$35.81	X	2.31	=	\$82.72
Public Outreach Task Principal	\$78.56	X	2.31	=	\$181.47
Public Outreach Technician	\$25.00	X	2.31	=	\$57.75

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.31**

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: EAC Consulting, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Administrative Assistant	\$25.00	X	2.91	=	\$72.75
Designer	\$40.43	X	2.91	=	\$117.65
Engineer Intern	\$36.87	X	2.91	=	\$107.29
Principal Engineer	\$125.00	X	2.91	=	\$363.75
Senior Engineer 1	\$77.88	X	2.91	=	\$226.63
Senior Engineer 2	\$76.63	X	2.91	=	\$222.99
Project Manager 1	\$60.10	X	2.91	=	\$174.89
Project Manager 2	\$89.74	X	2.91	=	\$261.14
Project Manager 3	\$102.00	X	2.91	=	\$296.82
Project Scheduler	\$44.46	X	2.91	=	\$129.38

Multiplier of 2.91 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (116.21)%

FRINGE = HOURLY RATE X FRINGE (48.53)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.91

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: EAC Consulting, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Administrative Assistant	\$25.00	X	2.53	=	\$63.25
Designer	\$40.43	X	2.53	=	\$102.29
Engineer Intern	\$36.87	X	2.53	=	\$93.28
Principal Engineer	\$125.00	X	2.53	=	\$316.25
Senior Engineer 1	\$77.88	X	2.53	=	\$197.04
Senior Engineer 2	\$76.63	X	2.53	=	\$193.87
Project Manager 1	\$60.10	X	2.53	=	\$152.05
Project Manager 2	\$89.74	X	2.53	=	\$227.04
Project Manager 3	\$102.00	X	2.53	=	\$258.06
Project Scheduler	\$44.46	X	2.53	=	\$112.48

Multiplier of 2.53 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (56.38)%

FRINGE = HOURLY RATE X FRINGE (73.21)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.53

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Hammond & Associates, Inc. (Home Office and Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$54.69	X	2.31	=	\$126.33
Project Manager	\$47.37	X	2.31	=	\$109.42
Senior Engineer	\$41.67	X	2.31	=	\$96.26
Design Engineer	\$41.67	X	2.31	=	\$96.26
Senior Technician	\$26.04	X	2.31	=	\$60.15
CADD Operator	\$26.04	X	2.31	=	\$60.15
Administration Manager	\$39.06	X	2.31	=	\$90.23
Secretary	\$23.90	X	2.31	=	\$55.21

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.31**

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Keith & Associates, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$89.00	X	2.42	=	\$215.38
Chief Surveyor	\$61.00	X	2.42	=	\$147.62
Senior Surveyor	\$54.00	X	2.42	=	\$130.68
Surveyor	\$45.00	X	2.42	=	\$108.90
Designer	\$34.00	X	2.42	=	\$82.28
Chief Utility Coordinator	\$61.00	X	2.42	=	\$147.62
Senior Utility Coordinator	\$50.00	X	2.42	=	\$121.00
Utility Coordinator	\$35.00	X	2.42	=	\$84.70
Subsurface Utility Location Manager	\$61.00	X	2.42	=	\$147.62
Subsurface Utility Field Supervisor	\$45.00	X	2.42	=	\$108.90
Administrative Assistant	\$25.00	X	2.42	=	\$60.50

Multiplier of 2.42 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (85.38)%

FRINGE = HOURLY RATE X FRINGE (35.05)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.42

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Keith & Associates, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$89.00	X	2.15	=	\$191.35
Chief Surveyor	\$61.00	X	2.15	=	\$131.15
Senior Surveyor	\$54.00	X	2.15	=	\$116.10
Surveyor	\$45.00	X	2.15	=	\$96.75
Designer	\$34.00	X	2.15	=	\$73.10
Chief Utility Coordinator	\$61.00	X	2.15	=	\$131.15
Senior Utility Coordinator	\$50.00	X	2.15	=	\$107.50
Utility Coordinator	\$35.00	X	2.15	=	\$75.25
Subsurface Utility Location Manager	\$61.00	X	2.15	=	\$131.15
Subsurface Utility Field Supervisor	\$45.00	X	2.15	=	\$96.75
Administrative Assistant	\$25.00	X	2.15	=	\$53.75

Multiplier of 2.15 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (60.76)%

FRINGE = HOURLY RATE X FRINGE (35.05)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.15

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Kimley-Horn and Associates, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$116.00	X	3.00	=	\$348.00
Chief Engineer	\$98.00	X	3.00	=	\$294.00
Chief Planner	\$100.00	X	3.00	=	\$300.00
Chief Environmental Scientist	\$88.00	X	3.00	=	\$264.00
Senior Engineer	\$93.72	X	3.00	=	\$281.16
Senior Planner	\$75.66	X	3.00	=	\$226.98
Senior Environmental Scientist	\$71.00	X	3.00	=	\$213.00
Senior Public Information Specialist	\$59.23	X	3.00	=	\$177.69
Project Engineer	\$68.50	X	3.00	=	\$205.50
Project Planner	\$54.42	X	3.00	=	\$163.26
Engineer	\$57.60	X	3.00	=	\$172.80
Planner	\$49.00	X	3.00	=	\$147.00
Environmental Scientist	\$42.00	X	3.00	=	\$126.00
GIS Specialist	\$52.43	X	3.00	=	\$157.29
Analyst	\$42.00	X	3.00	=	\$126.00
Administrative Assistant	\$25.00	X	3.00	=	\$75.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (134.87)%

FRINGE = HOURLY RATE X FRINGE (38.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **3.00**

Notes:

Subconsultant has elected not to provide Field Office.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Langan Engineering and Environmental Services, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$88.41	X	2.99	=	\$264.35
Senior Project Manager	\$66.41	X	2.99	=	\$198.57
Project Engineer	\$44.65	X	2.99	=	\$133.50
Engineer Intern	\$33.62	X	2.99	=	\$100.52
CAD Designer/Operator	\$33.50	X	2.99	=	\$100.17
CAD Designer/Operator Manager	\$52.54	X	2.99	=	\$157.09
Administrative Assistant	\$25.00	X	2.99	=	\$74.75

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (182.53)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (6.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.99**

Notes:

Subconsultant has elected not to provide Field Office.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Lea & Elliott, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Rail Systems Interface Advisor	\$106.16	X	2.96	=	\$314.23
Train Control & Safety Advisor	\$101.91	X	2.96	=	\$301.65
Technical Support	\$32.60	X	2.96	=	\$96.50
Transit Planner	\$53.42	X	2.96	=	\$158.12
Transit Planner Senior	\$72.32	X	2.96	=	\$214.07

Multiplier of 2.96 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (168.84)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.96**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Lea & Elliott, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Rail Systems Interface Advisor	\$106.16	X	2.56	=	\$271.77
Train Control & Safety Advisor	\$101.91	X	2.56	=	\$260.89
Technical Support	\$32.60	X	2.56	=	\$83.46
Transit Planner	\$53.42	X	2.56	=	\$136.76
Transit Planner Senior	\$72.32	X	2.56	=	\$185.14

Multiplier of 2.56 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (145.00)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (4.50)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.56**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: M.C.O. Construction and Services, Inc. (Home Office and Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Estimator	\$68.32	X	2.12	=	\$144.84
Senior Scheduler	\$63.06	X	2.12	=	\$133.69
Document Control Specialist	\$37.84	X	2.12	=	\$80.22
Construction Manager	\$52.55	X	2.12	=	\$111.41

Multiplier of 2.12 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (92.60)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.12**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Nova Consulting, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer 2	\$93.39	X	2.82	=	\$263.36
Project Manager	\$79.00	X	2.82	=	\$222.78
Senior Project Manager	\$88.94	X	2.82	=	\$250.81
Senior Engineer	\$61.58	X	2.82	=	\$173.66
Engineer 2	\$52.88	X	2.82	=	\$149.12
Engineer 1	\$50.48	X	2.82	=	\$142.35
GIS Specialist	\$45.00	X	2.82	=	\$126.90
Designer	\$46.88	X	2.82	=	\$132.20
Environmental Specialist	\$38.46	X	2.82	=	\$108.46
Inspector	\$32.50	X	2.82	=	\$91.65
Engineering Intern	\$33.65	X	2.82	=	\$94.89
Secretary	\$25.00	X	2.82	=	\$70.50
CADD/Computer Technician	\$31.25	X	2.82	=	\$88.13
Engineering Technician	\$28.84	X	2.82	=	\$81.33

Multiplier of 2.82 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (106.93)%

FRINGE = HOURLY RATE X FRINGE (49.04)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.82

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Nova Consulting, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Engineer 2	\$93.39	X	2.50	=	\$233.48
Project Manager	\$79.00	X	2.50	=	\$197.50
Senior Project Manager	\$88.94	X	2.50	=	\$222.35
Senior Engineer	\$61.58	X	2.50	=	\$153.95
Engineer 2	\$52.88	X	2.50	=	\$132.20
Engineer 1	\$50.48	X	2.50	=	\$126.20
GIS Specialist	\$45.00	X	2.50	=	\$112.50
Designer	\$46.88	X	2.50	=	\$117.20
Environmental Specialist	\$38.46	X	2.50	=	\$96.15
Inspector	\$32.50	X	2.50	=	\$81.25
Engineering Intern	\$33.65	X	2.50	=	\$84.13
Secretary	\$25.00	X	2.50	=	\$62.50
CADD/Computer Technician	\$31.25	X	2.50	=	\$78.13
Engineering Technician	\$28.84	X	2.50	=	\$72.10

Multiplier of 2.50 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (78.64)%

FRINGE = HOURLY RATE X FRINGE (49.04)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.50**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: PacRim Engineering Inc (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$105.82	X	2.97	=	\$314.29
Senior Engineer 1	\$65.79	X	2.97	=	\$195.40
Senior Engineer 2	\$88.43	X	2.97	=	\$262.64
Engineer 1	\$34.74	X	2.97	=	\$103.18
Engineer 2	\$41.06	X	2.97	=	\$121.95
Senior Electrical Engineer	\$94.74	X	2.97	=	\$281.38
Senior Designer	\$37.03	X	2.97	=	\$109.98
CEI Senior Project Engineer	\$78.95	X	2.97	=	\$234.48
Contract Coordinator	\$35.03	X	2.97	=	\$104.04

Multiplier of 2.97 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (170.00)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.97**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: PacRim Engineering Inc (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal Engineer	\$105.82	X	2.56	=	\$270.90
Senior Engineer 1	\$65.79	X	2.56	=	\$168.42
Senior Engineer 2	\$88.43	X	2.56	=	\$226.38
Engineer 1	\$34.74	X	2.56	=	\$88.93
Engineer 2	\$41.06	X	2.56	=	\$105.11
Senior Electrical Engineer	\$94.74	X	2.56	=	\$242.53
Senior Designer	\$37.03	X	2.56	=	\$94.80
CEI Senior Project Engineer	\$78.95	X	2.56	=	\$202.11
Contract Coordinator	\$35.03	X	2.56	=	\$89.68

Multiplier of 2.56 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (132.70)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.56

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Premiere Design Solutions, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$79.00	X	3.00	=	\$237.00
Senior Engineer	\$74.00	X	3.00	=	\$222.00
Project Engineer	\$54.00	X	3.00	=	\$162.00
Chief Surveyor	\$70.00	X	3.00	=	\$210.00
Survey Technician	\$32.00	X	3.00	=	\$96.00
CAD Technician	\$32.00	X	3.00	=	\$96.00
Administrative Assistant	\$25.00	X	3.00	=	\$75.00

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (139.61)%

FRINGE = HOURLY RATE X FRINGE (38.20)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (8.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **3.00**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Premiere Design Solutions, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Project Manager	\$79.00	X	2.31	=	\$182.49
Senior Engineer	\$74.00	X	2.31	=	\$170.94
Project Engineer	\$54.00	X	2.31	=	\$124.74
Chief Surveyor	\$70.00	X	2.31	=	\$161.70
Survey Technician	\$32.00	X	2.31	=	\$73.92
CAD Technician	\$32.00	X	2.31	=	\$73.92
Administrative Assistant	\$25.00	X	2.31	=	\$57.75

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.31**

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Renaissance Planning Group, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Planner/Travel Demand Forecast Specialist	\$106.44	X	3.00	=	\$319.32
Senior Strategy Advisor	\$110.97	X	3.00	=	\$332.91
Project Manager 3	\$86.99	X	3.00	=	\$260.97
GIS Specialist	\$52.43	X	3.00	=	\$157.29
Planner	\$32.01	X	3.00	=	\$96.03
Project Planner	\$41.89	X	3.00	=	\$125.67
Senior Planner	\$58.05	X	3.00	=	\$174.15
Community Outreach Specialist Senior	\$55.76	X	3.00	=	\$167.28
Designer	\$34.07	X	3.00	=	\$102.21
Senior Designer	\$48.11	X	3.00	=	\$144.33
Graphic Artist/Graphic Designer	\$27.77	X	3.00	=	\$83.31

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (173.02)%

FRINGE = HOURLY RATE X FRINGE (0.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE **3.00**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Renaissance Planning Group, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Planner/Travel Demand Forecast Specialist	\$106.44	X	2.31	=	\$245.88
Senior Strategy Advisor	\$110.97	X	2.31	=	\$256.34
Project Manager 3	\$86.99	X	2.31	=	\$200.95
GIS Specialist	\$52.43	X	2.31	=	\$121.11
Planner	\$32.01	X	2.31	=	\$73.94
Project Planner	\$41.89	X	2.31	=	\$96.77
Senior Planner	\$58.05	X	2.31	=	\$134.10
Community Outreach Specialist Senior	\$55.76	X	2.31	=	\$128.81
Designer	\$34.07	X	2.31	=	\$78.70
Senior Designer	\$48.11	X	2.31	=	\$111.13
Graphic Artist/Graphic Designer	\$27.77	X	2.31	=	\$64.15

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.31

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: RS&H, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Computer Programmer	\$57.73	X	2.95	=	\$170.30
Chief Engineer 1	\$102.00	X	2.95	=	\$300.90
Chief Engineer 2	\$103.50	X	2.95	=	\$305.33
Chief Planner	\$95.80	X	2.95	=	\$282.61
Chief Scientist	\$79.80	X	2.95	=	\$235.41
Contract Coordinator	\$34.10	X	2.95	=	\$100.60
Engineer 1	\$50.25	X	2.95	=	\$148.24
Engineer 2	\$66.00	X	2.95	=	\$194.70
Engineering Intern	\$36.90	X	2.95	=	\$108.86
Environmental Specialist	\$36.90	X	2.95	=	\$108.86
Planner	\$38.40	X	2.95	=	\$113.28
Principal Engineer	\$112.16	X	2.95	=	\$330.87
Project Planner	\$41.21	X	2.95	=	\$121.57
Scientist	\$36.73	X	2.95	=	\$108.35
Senior Computer Programmer	\$91.00	X	2.95	=	\$268.45
Senior Designer	\$38.63	X	2.95	=	\$113.96
Senior Engineer 1	\$75.80	X	2.95	=	\$223.61
Senior Engineering Technician	\$35.01	X	2.95	=	\$103.28
Senior Environmental Specialist	\$63.76	X	2.95	=	\$188.09
Senior Mechanical Engineer	\$79.26	X	2.95	=	\$233.82
Senior Planner	\$60.68	X	2.95	=	\$179.01
Technician	\$32.25	X	2.95	=	\$95.14

Multiplier of 2.95 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (114.03)%

FRINGE = HOURLY RATE X FRINGE (53.86)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.95

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: RS&H, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Chief Computer Programmer	\$57.73	X	2.47	=	\$142.59
Chief Engineer 1	\$102.00	X	2.47	=	\$251.94
Chief Engineer 2	\$103.50	X	2.47	=	\$255.65
Chief Planner	\$95.80	X	2.47	=	\$236.63
Chief Scientist	\$79.80	X	2.47	=	\$197.11
Contract Coordinator	\$34.10	X	2.47	=	\$84.23
Engineer 1	\$50.25	X	2.47	=	\$124.12
Engineer 2	\$66.00	X	2.47	=	\$163.02
Engineering Intern	\$36.90	X	2.47	=	\$91.14
Environmental Specialist	\$36.90	X	2.47	=	\$91.14
Planner	\$38.40	X	2.47	=	\$94.85
Principal Engineer	\$112.16	X	2.47	=	\$277.04
Project Planner	\$41.21	X	2.47	=	\$101.79
Scientist	\$36.73	X	2.47	=	\$90.72
Senior Computer Programmer	\$91.00	X	2.47	=	\$224.77
Senior Designer	\$38.63	X	2.47	=	\$95.42
Senior Engineer 1	\$75.80	X	2.47	=	\$187.23
Senior Engineering Technician	\$35.01	X	2.47	=	\$86.47
Senior Environmental Specialist	\$63.76	X	2.47	=	\$157.49
Senior Mechanical Engineer	\$79.26	X	2.47	=	\$195.77
Senior Planner	\$60.68	X	2.47	=	\$149.88
Technician	\$32.25	X	2.47	=	\$79.66

Multiplier of 2.47 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (70.72)%

FRINGE = HOURLY RATE X FRINGE (53.86)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.47

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: The Chappell Group, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Project Manager	\$80.00	X	2.43	=	\$194.40
Project Manager	\$50.00	X	2.43	=	\$121.50
Senior Project Biologist	\$41.00	X	2.43	=	\$99.63
Project Biologist	\$32.00	X	2.43	=	\$77.76
Certified Arborist	\$32.00	X	2.43	=	\$77.76
AutoCAD Technician	\$28.00	X	2.43	=	\$68.04

Multiplier of 2.43 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (82.84)%

FRINGE = HOURLY RATE X FRINGE (37.81)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.43**

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: The Chappell Group, Inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Project Manager	\$80.00	X	2.31	=	\$184.80
Project Manager	\$50.00	X	2.31	=	\$115.50
Senior Project Biologist	\$41.00	X	2.31	=	\$94.71
Project Biologist	\$32.00	X	2.31	=	\$73.92
Certified Arborist	\$32.00	X	2.31	=	\$73.92
AutoCAD Technician	\$28.00	X	2.31	=	\$64.68

Multiplier of 2.31 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (100.00)%

FRINGE = HOURLY RATE X FRINGE (10.00)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE **2.31**

Notes:

Subconsultant has elected to use "Safe Harbor" combined fringe benefit and overhead rate of 110% in accordance with Section 5.2.5.

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Thompson & Associates, Inc., Civil Engineering (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$83.61	X	2.99	=	\$249.99
Senior Project Manager	\$75.00	X	2.99	=	\$224.25
Project Manager	\$69.00	X	2.99	=	\$206.31
Senior Engineer	\$70.00	X	2.99	=	\$209.30
Engineer	\$47.75	X	2.99	=	\$142.77
Senior Engineering Technician	\$33.63	X	2.99	=	\$100.55
Engineering Technician	\$28.99	X	2.99	=	\$86.68
Senior CAD Designer	\$30.00	X	2.99	=	\$89.70
CAD Designer	\$25.00	X	2.99	=	\$74.75
Senior Resident Project Representative	\$35.00	X	2.99	=	\$104.65
Resident Project Representative	\$29.08	X	2.99	=	\$86.95
Administrative Assistant	\$25.00	X	2.99	=	\$74.75

Multiplier of 2.99 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (136.50)%

FRINGE = HOURLY RATE X FRINGE (37.14)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (9.40)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING MARGIN) / HOURLY RATE

2.99

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
 Project Title: Transit Systemwide Study, Planning, and Preliminary Design
 Consultant/ WSP USA Inc./
 Subconsultant Name: Thompson & Associates, Inc., Civil Engineering (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal	\$83.61	X	2.43	=	\$203.17
Senior Project Manager	\$75.00	X	2.43	=	\$182.25
Project Manager	\$69.00	X	2.43	=	\$167.67
Senior Engineer	\$70.00	X	2.43	=	\$170.10
Engineer	\$47.75	X	2.43	=	\$116.03
Senior Engineering Technician	\$33.63	X	2.43	=	\$81.72
Engineering Technician	\$28.99	X	2.43	=	\$70.45
Senior CAD Designer	\$30.00	X	2.43	=	\$72.90
CAD Designer	\$25.00	X	2.43	=	\$60.75
Senior Resident Project Representative	\$35.00	X	2.43	=	\$85.05
Resident Project Representative	\$29.08	X	2.43	=	\$70.66
Administrative Assistant	\$25.00	X	2.43	=	\$60.75

Multiplier of 2.43 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (84.00)%

FRINGE = HOURLY RATE X FRINGE (37.14)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.43

EXHIBIT B
MAXIMUM BILLING RATES

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: via planning, inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Engineer 1	\$66.15	X	3.00	=	\$198.45
Senior Designer	\$48.00	X	3.00	=	\$144.00
Senior Planner	\$60.00	X	3.00	=	\$180.00
Engineer	\$45.00	X	3.00	=	\$135.00
Engineering Intern	\$34.90	X	3.00	=	\$104.70

Multiplier of 3.00 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (118.74)%

FRINGE = HOURLY RATE X FRINGE (60.97)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (7.35)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

3.00

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: via planning, inc. (Field Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Senior Engineer 1	\$66.15	X	2.66	=	\$175.96
Senior Designer	\$48.00	X	2.66	=	\$127.68
Senior Planner	\$60.00	X	2.66	=	\$159.60
Engineer	\$45.00	X	2.66	=	\$119.70
Engineering Intern	\$34.90	X	2.66	=	\$92.83

Multiplier of 2.66 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (105.44)%

FRINGE = HOURLY RATE X FRINGE (60.97)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.66

**EXHIBIT B
MAXIMUM BILLING RATES**

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Zyscovich, Inc. (Home Office)

TITLE	MAXIMUM HOURLY RATE (\$/HR)	X	MULTIPLIER	=	MAXIMUM BILLING RATE (\$/HR)
Principal in Charge	\$117.05	X	2.98	=	\$348.81
Principal Chief Designer	\$81.71	X	2.98	=	\$243.50
Chief Planner	\$61.90	X	2.98	=	\$184.46
Project Architect	\$52.00	X	2.98	=	\$154.96
Project Manager	\$52.00	X	2.98	=	\$154.96
Architect/Designer	\$38.13	X	2.98	=	\$113.63
CES Project Administrator for Architect	\$54.47	X	2.98	=	\$162.32
Designer/Land Planner	\$38.13	X	2.98	=	\$113.63

Multiplier of 2.98 is calculated as follows:

OVERHEAD = HOURLY RATE X OVERHEAD (113.78)%

FRINGE = HOURLY RATE X FRINGE (56.86)%

OPERATING MARGIN = (HOURLY RATE + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00)%

MULTIPLIER = (HOURLY RATE + OVERHEAD + FRINGE + OPERATING
MARGIN) / HOURLY RATE

2.98

Notes:

Subconsultant has elected not to provide Field Office.

EXHIBIT B-1
DIRECT EXPENSE RATES

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design
Consultant/ WSP USA Inc./
Subconsultant Name: Keith & Associates, Inc.

ITEM	UNIT	UNIT PRICE
Survey Crew - 2 Person	Per Crew (\$/HR)	\$130.00
Survey Crew - 3 Person	Per Crew (\$/HR)	\$160.00
Survey Crew - Static Scanner	Per Crew (\$/HR)	\$300.00
Survey Crew - Mobile Scanner	Per Crew (\$/HR)	\$1,500.00
Subsurface Designation	Per Crew (\$/HR)	\$200.00
Impervious Coring >8"	Per Hole / Each	\$150.00
Vacuum Excavations Pervious	Per Hole / Each	\$350.00
Vacuum Excavations Impervious	Per Hole / Each	\$500.00

EXHIBIT C
INSURANCE REQUIREMENTS

Project: Transit Systemwide Study, Planning, and Preliminary Design
Agency: Transit Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY			Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/> Installation floater is required for any remodel, renovation, or installation over \$50,000 if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2021.01.20
12:04:38 -05'00'

CPounall

Risk Management Division

EXHIBIT D
WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("Consultant") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See Exhibit A for additional detail.

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Consultant upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____	Contract Administrator	_____	Date
Project Manager	_____	Board or Designee	_____
Date	_____	Date	_____

Consultant

_____	Signed	_____	Date
Attest	_____	Typed Name	_____
	_____	Title	_____



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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 **City:** Pompano Beach **State:** FL **Zip:** 33069

Authorized Representative: Ronald Colas, PE, SI **Phone:** 305.514.3167

CBE Firm/Supplier Name: MCO Construction & Services, Inc.

Address: 2880 West Oakland Park Blvd., Suite 204 **City:** Fort Lauderdale **State:** FL **Zip:** 33311

Authorized Representative: Ann McNeill **Phone:** 786-546-0184

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Program and Task Scheduling, Document Control,		N/A	13 %
Progress Reporting, Accounting, Construction cost engineering,			%
Construction Management Oversight Services			%

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

CBE Firm/Supplier Authorized Representative

Signature:  **Title:** President **Date:** June 29, 2020

Bidder/Offeror Authorized Representative

Signature:  **Ronald Colas, PE, SI** **Title:** Vice President, Sr. Area Manager **Date:** June 29, 2020

¹ Visit [Census.gov](https://www.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.

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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Ronald Colas, PE, SI Phone: 305.514.3167

CBE Firm/Supplier Name: Premiere Design Solutions, Inc.

Address: 12781 Miramar Pkwy, Suite 205 City: Miramar State: FL Zip: 33327

Authorized Representative: Luis Jurado, PE Phone: 954-237-7850

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Data Collection and Analysis		N/A	3.5 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 7/06/2020

Bidder/Offeror Authorized Representative

Signature:  Ronald Colas, PE, SI Title: Vice President, Sr. Area Manager Date: June 29, 2020

¹ Visit [Census.gov](https://www.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.

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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 **City:** Pompano Beach **State:** FL **Zip:** 33069

Authorized Representative: Ronald Colas, PE, SI **Phone:** 305.514.3167

CBE Firm/Supplier Name: via planning, inc.

Address: 2101 W. Commercial Blvd., Suite 3200 **City:** Fort Lauderdale **State:** FL **Zip:** 33309

Authorized Representative: Thuha Nguyen, PE, PTOE **Phone:** 954.560.5251

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Data Collection and Analysis, Transit ridership projections, Traffic operations and engineering	541330	N/A	3.5 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Thuha T Nguyen **Title:** President **Date:** July 7, 2020

Bidder/Offeror Authorized Representative

Signature: Ronald Colas, PE, SI **Title:** Vice President, Sr. Area Manager **Date:** June 29, 2020

¹ Visit [Census.gov](https://www.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.

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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 **City:** Pompano Beach **State:** FL **Zip:** 33069

Authorized Representative: Ronald Colas, PE, SI **Phone:** 305.514.3167

CBE Firm/Supplier Name: The Chappell Group, Inc.

Address: 714 East McNab Road **City:** Pompano Beach **State:** FL **Zip:** 33060

Authorized Representative: Sarah Chappell **Phone:** 954.782.1908

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Environmental Services / Permitting	541620	N/A	3 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] **Title:** President **Date:** 6/29/2020

Bidder/Offeror Authorized Representative

Signature: [Signature] **Ronald Colas, PE, SI** **Title:** Vice President, Sr. Area Manager **Date:** June 29, 2020

¹ Visit [Census.gov](https://www.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.

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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Ronald Colas, PE, SI Phone: 305.514.3167

CBE Firm/Supplier Name: Hammond & Associates, Inc.

Address: 150 NW 70th Avenue, Suite 10 City: Plantation State: FL Zip: 33317

Authorized Representative: Nathan Hammond, Vice President Phone: 404.769.6636

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Electrical	541330	N/A	2 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: Principal-in-Charge Date: 07/10/20

Bidder/Offeror Authorized Representative

Signature: [Signature] Ronald Colas, PE, SI Title: Vice President, Sr. Area Manager Date: June 29, 2020

¹ Visit [Census.gov](https://www.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.

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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Ronald Colas, PE, SI Phone: 305.514.3167

CBE Firm/Supplier Name: Dickey Consulting Services, Inc.

Address: 1033 NW 6th Street, Suite 206 City: Fort Lauderdale State: FL Zip: 33311

Authorized Representative: Sheryl A. Dickey Phone: 954-467-6822

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public Involvement		N/A	3 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: [Signature] Title: President/CEO Date: 6/29/2020

Bidder/Offeror Authorized Representative

Signature: [Signature] Ronald Colas, PE, SI Title: Vice President, Sr. Area Manager Date: June 29, 2020

¹ Visit [Census.gov](https://www.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.

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.: TRN2120307P1

Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Bidder/Offeror Name: WSP USA Inc.

Address: 470 South Andrews Avenue, Suite 206 City: Pompano Beach State: FL Zip: 33069

Authorized Representative: Ronald Colas, PE, SI Phone: 305.514.3167

CBE Firm/Supplier Name: Thompson & Associates, Inc., Civil Engineering

Address: 412 SE 18th Street City: Fort Lauderdale State: FL Zip: 33316

Authorized Representative: Shahin Hekmat Phone: 954.683.9718

- 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 ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Utility, Permitting, Bidding Assistance		N/A	2 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Shahin Hekmat Title: Vice President Date: July 2, 2020

Bidder/Offeror Authorized Representative

Signature: Ronald Colas, PE, SI Title: Vice President, Sr. Area Manager Date: June 29, 2020

¹ Visit [Census.gov](https://www.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.

Rev.: June 2018

Compliance Form No. 004

EXHIBIT F
Schedule of Subconsultants

Project No: TRN2120307P1
Project Title: Transit Systemwide Study, Planning, and Preliminary Design

Firm Name and Address	Discipline
1. Ann Pope Consulting, Inc. 15626 SW 111 Terrace Miami, FL 33196	Public Involvement
2. Chen Moore and Associates, Inc. 2000 Banks Road, Suite 218 Margate, FL 33063	Value Engineering Utility Coordination Roadway & Geometric Plans Bridge Components Landscape Architecture Signalization Geotechnical
3. Dickey Consulting Services, Inc. 1033 NW 6 th Street Suite 206 Fort Lauderdale, FL 33311	Public Involvement and Stakeholder Management, Public Relations, Public Outreach
4. EAC Consulting, Inc. 5959 Blue Lagoon Drive, Suite 410 Miami, FL 33126	Roadway Plans & Designs Cost Estimating Communication Infrastructure Engineering Design Review Construction Management Oversight Contract & Bid Documents Construction Cost Engineering ROW Bridge Component Support Site Development & Parking Lot Design
5. Hammond & Associates, Inc. 150 NW 70 th Avenue, Suite 10 Plantation, FL 33317	Mechanical Engineering Electrical Engineering
6. Keith & Associates, Inc. 301 E Atlantic Blvd Pompano Beach, FL 33060	Utility engineering, surveying and mapping, geotechnical

7. Kimley-Horn and Associates, Inc. 8201 Peters Road; Suite 2200 Plantation, Florida 33324	Engineering, Environmental, Transportation Planning, Traffic Analysis, Engineering, Environmental
8. Langan Engineering and Environmental Services, Inc. 110 E. Broward Blvd. #1500 Fort Lauderdale, FL 33301	Geotechnical Engineering
9. Lea & Elliott, Inc. 5200 Blue Lagoon Dr # 250 Miami, FL 33126	Transit testing and commission; train control/signals, planning, design, procurement, and implementation of new transportation systems
10. M.C.O. Construction and Services, Inc. 6600 NW 27 th Avenue, Suite 208 Miami, Florida 33147	Project Controls Support
11. Nova Consulting, Inc. 10486 NW 31st Terrace, Doral, FL 33172	Civil Engineering, Environmental Engineering, Scheduling, Cost Estimating
12. PacRim Engineering Inc 1820 East First Street Suite 110 Santa Ana, CA 92705	Bridge Structures Design Bridge Component Design Bus Transfer Facilities
13. Premiere Design Solutions, Inc. 12781 Miramar Parkway Suite 205 Miramar, FL 33027	Professional surveying and civil engineering services for scope associated with data collection and analysis of transit corridors and associated infrastructure
14. Renaissance Planning Group, Inc. 5757 Blue Lagoon Dr, Suite 330 Miami, Florida 33126	Land-use planning, transit program advisory
15. RS&H, Inc. 3125 West Commercial Blvd. Suite 130 Ft. Lauderdale, FL 33309	Transit Planning, Corridor Management, Traffic Analysis, Visual Simulation, Noise and Environmental Studies, Design Support, Intelligent Transportation System ("ITS"), Technology and Procurement Support

16. The Chappell Group, Inc. 714 East McNab Road Pompano Beach, FL 33060	Environmental
17. Thompson & Associates, Inc., Civil Engineering 412 SE 18 th Street Fort Lauderdale, FL 33316	Civil Engineering
18. via planning, inc. 2101 West Commercial Blvd. Suite 3200 Fort Lauderdale, FL 33309	Traffic Engineering Transportation Planning
19. Zyscovich, Inc. 100 Biscayne Blvd 27 th Floor Miami, FL 33132	Architecture and Urban Design