

**AGREEMENT BETWEEN BROWARD COUNTY AND GANNETT FLEMING, INC.  
FOR CONSULTANT SERVICES FOR THE AIRPORT SEAPORT CONVENTION CENTER  
TRANSPORTATION PD&E STUDY  
(RFP # TRN2128229P1)**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Gannett Fleming, Inc., a state of Delaware corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County issued a request for proposal ("RFP") No. TRN2128229P1 for a project development and environmental ("PD&E") study and preliminary engineering design for a proposed fixed guideway route that originates at the Fort Lauderdale Airport Intermodal Center ("Airport") and runs through Port Everglades ("Seaport") to the Greater Fort Lauderdale Broward County Convention Center "Convention Center").

B. Consultant is experienced in providing PD&E and preliminary design services as more fully described in Exhibit A, Scope of Services for fixed guideway systems.

C. County desires to engage Consultant to provide the services requested in RFP No. TRN2128229P1 and as more fully stated in this Agreement.

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

E. This Agreement was subject to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended ("CCNA"), and County has met the requirements of the CCNA and has selected Consultant to perform the services stated herein.

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

**ARTICLE 1. DEFINITIONS**

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

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

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of County's Transportation Department, the Assistant Director of County's Transportation Department, or such other person designated by

the Director of County's Transportation Department in writing. The Contract Administrator is the representative of County concerning the Project.

1.5. **Contractor** shall mean the person, firm, corporation, or other entity (if any) who enters into an agreement with County to perform construction work for the Project.

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

1.7. **CPI-Linked** means the subject amount shall be annually adjusted (increased or decreased, as applicable) by the lesser of (a) three percent (3%), or (b) the percentage change in CPI as compared to the prior year period.

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

1.9. **Notice to Proceed** means a written authorization issued by the Contract Administrator for Consultant to proceed with Services, or a specific phase or task of the Services.

1.10. **Project** means the Airport/Seaport/Convention Center fixed guideway system for which Consultant is being retained under this Agreement to provide specified services.

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

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

1.13. **Subconsultant** means an entity or individual, including subcontractors, providing Services to County through Consultant, regardless of tier.

## ARTICLE 2. EXHIBITS

|                    |   |
|--------------------|---|
| <b>Exhibit A</b>   | <b>Scope of Services</b>  |
| <b>Exhibit B</b>   | <b>Maximum Billing Rates</b>                                    |
| <b>Exhibit B-1</b> | <b>Reimbursables for Direct Non-Salary Expenses</b>             |
| <b>Exhibit C</b>   | <b>Minimum Insurance Requirements</b>                           |
| <b>Exhibit D</b>   | <b>Work Authorization Form</b>                                  |
| <b>Exhibit E</b>   | <b>Schedule of Subconsultants</b>                               |
| <b>Exhibit F</b>   | <b>DBE Subconsultants and Letters of Intent</b>                 |
| <b>Exhibit G</b>   | <b>Security Requirements</b>                                    |
| <b>Exhibit H</b>   | <b>Federal Transportation Administration ("FTA") Supplement</b> |

### **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 Services. If Consultant determines that work should be performed to complete the Services 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 will promptly notify the Contract Administrator in writing and seek written approval of the Contract Administrator before proceeding with the work. If Consultant proceeds with such work without notifying the Contract Administrator and obtaining the Contract Administrator's written approval, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services, with no additional compensation or time for such work. Notice to the Contract Administrator does not constitute authorization or approval by County to Consultant to perform the work. In addition, any such work that would entail additional compensation to Consultant by County, or additional time for performance, requires an amendment to this Agreement pursuant to Section 6.1 or to the applicable Work Authorization. Unless there is an executed amendment 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. Consultant has no right to be retained for other phases of the Project or other services not included in Exhibit A. County shall have the right to procure services for other Project phases not included within this Agreement from any other source.

3.4. County will place at Consultant's disposal all information County reasonably has available that is pertinent to the Services, including previous reports and any other data regarding the Project. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property if required for Consultant to perform the Services. Deliverables and documents required to be submitted by Consultant to County under this Agreement will be reviewed by County and responded to in writing with any comments within the time for such comments, if any, stated in Exhibit A.

3.5. Notwithstanding any other remedy otherwise available to County, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to County.

3.6. If the Services relate to a construction project, Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities as set forth in County's standard form documents or those County documents governing forms of construction delivery. Consultant agrees to meet with County at reasonable times after reasonable notice.

#### **ARTICLE 4. TIME FOR PERFORMANCE; DAMAGES**

4.1. This Agreement begins on County's issuance of its Notice to Proceed and ends four (4) years after that date with County's option to renew this Agreement, under the same terms and conditions for one (1) additional year. 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. To exercise the one (1) year renewal authorized by this section, the Purchasing Director must notify Consultant in writing prior to the end of the initial four (4) year-term.

4.2. Consultant must receive a Notice to Proceed from the Contract Administrator prior to commencement of Services (and prior to commencing any phase or task of Services for which a separate Notice to Proceed is required per Exhibit A). The Contract Administrator may, at their discretion, require Consultant to submit the deliverables and documents from one phase identified in Exhibit A for the Contract Administrator's review and approval prior to Consultant commencing Services for another phase.

4.3. If the Contract Administrator determines that Consultant is unable to timely complete all or any portion of the 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, the Contract Administrator has authority, in their sole discretion, and subject to a written amendment to either this Agreement or a Work Authorization, to grant a reasonable extension of time for completion of the Services and additional reasonable compensation, if deemed 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, along with an estimate of expected additional time necessary to complete the applicable Services and any request for additional compensation. 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. This section is only applicable if (a) the Project involves construction work, (b) County has retained a Contractor for the Project, and (c) the Services include construction engineering and inspection services related to Contractor's work. If Contractor fails to substantially complete the Project on or before the substantial completion date specified in its agreement with County through no fault of Consultant, or 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. If Contractor's failure to substantially complete the Project on or before the substantial completion date specified in its agreement with County 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.

4.5. If Services are scheduled to end due to the expiration of this Agreement, at the request of County, Consultant agrees to continue to provide Services for one (1) or more extension periods, not to exceed three (3) months in the aggregate, upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect at the time the extension is exercised by County. To exercise an extension authorized by this section, the Purchasing Director must notify Consultant in writing prior to the end of this Agreement stating the duration of the extension, which must be within the authority of the Purchasing Director or otherwise authorized by the Board.

## **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 for Services and constitute a limitation upon County's obligation to compensate Consultant for all Services, but do not constitute a limitation of any sort upon Consultant's obligation to perform all Services. Compensation for Services is subject to the following limitations, based upon the applicable method of compensation expressly stated in Exhibit A:

5.1.1. Maximum Amount Not-To-Exceed Compensation. For Services expressly identified in Exhibit A as payable on a "Maximum Amount Not-To-Exceed" basis, compensation to Consultant is based upon the Salary Costs as defined in Section 5.2, up to a maximum not-to-exceed amount of Thirteen Million Nine Hundred Twenty-Seven Thousand Six Hundred Twelve Dollars and 39/100 (\$13,927,612.39).

5.1.2. Lump Sum Compensation. No Services under this Agreement are payable on a "Lump Sum" basis.

5.1.3. Optional Services. County may procure Optional Services pursuant to Article 6 up to a maximum amount of Three Million Seven Hundred Five Thousand Four Hundred Fifty-six and 79/100 Dollars (\$3,705,456.79). Unused Optional Services amounts shall be retained by County.

5.1.4. Reimbursable Expenses. For required Services, County will reimburse Consultant for authorized Reimbursable Expenses as defined in Section 5.3 up to a maximum amount of Four Hundred Nineteen Thousand Eight Hundred Eighty-seven and 18/100 Dollars (\$419,887.18), with a maximum amount of additional Reimbursable Expenses for Optional Services (if requested in accordance with this Agreement) of up to another Four Hundred Forty-seven Thousand Forty-three and 64/100 Dollars (\$447,043.64), for a maximum total Reimbursable Expenses amount (should all Optional Services be required by County) not to exceed Eight Hundred Sixty-six Thousand Nine Hundred Thirty Dollars and 82/100 (\$866,930.82). Any unused amounts shall be retained by County.

5.1.5. Subconsultant Fees. Consultant shall bill County for Subconsultant fees using the employee categories for Salary Costs on Exhibit B and Reimbursable Expenses defined in Section 5.3. Consultant shall bill Subconsultant fees with no mark-up and within any applicable maximum amount.

5.1.6. Phased Amounts. Payments for Services shall be paid out for each Task as specified in Exhibit A and shall not exceed the amount set forth below for the applicable Task. The invoiced amount for each Task is subject to retainage as set forth in Section 5.5.

| <b>Tasks</b>  | <b>Task Amount</b>            |
|---|-------------------------------|
| <b>Task 1: Project Management</b>                                 | <b>\$615,144.95</b>           |
| <b>Task 2: Public Involvement</b>                                 | <b>\$1,493,924.40</b>         |
| <b>Task 3: Preliminary Engineering</b>                            | <b>\$9,569,448.43</b>         |
| <b>Task 4: Environmental Analysis and Reports</b>                 | <b>\$1,181,230.99</b>         |
| <b>Task 5: Preliminary Engineering Report (Optional Services)</b> | <b>(See Tabulation Below)</b> |
| <b>Task 6: FTA New Starts Support</b>                             | <b>\$1,067,863.62</b>         |
| <b>Task 7: Post PD&amp;E Study Services (Optional Services)</b>   | <b>(See Tabulation Below)</b> |
| <b>Reimbursable Expenses</b>                                      | <b>\$419,887.18</b>           |
| <b>Optional Services</b>  | <b>\$3,705,456.79</b>         |
| <b>Optional Services Reimbursable Expenses</b>                    | <b>\$447,043.64</b>           |
| <b>Total Services Fee</b>   | <b>\$18,500,000.00</b>        |

The Contract Administrator may, in their discretion, by written notice to Consultant, reallocate funding from any Task shown above to any other Task, provided that the Total Services Fee is not increased.

5.2. Salary Costs. The term “Salary Costs” as used herein shall mean the hourly rate actually paid to all personnel engaged directly in performing Services, as adjusted by an overall multiplier that consists of the following: 1) a fringe benefits factor; 2) an overhead factor; and 3) a final 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 duration of this Agreement except as provided for in the Agreement.

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

5.2.2. Salary Costs shown in Exhibit B are the maximum billing rates for each Consultant and Subconsultant employee category, 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 will promptly 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 under this Agreement.

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, Consultant must submit a supplemental Exhibit B reflective of such rates to the Contract Administrator for review and, subject to Contract Administrator's written approval, may invoice County accordingly.

5.2.4. The total hours payable by County to Consultant for any "nonexempt" personnel (i.e., personnel subject to overtime pay) shall not exceed forty (40) hours per employee in any week. If the Services require Consultant's or Subconsultant's nonexempt personnel to work in excess of forty (40) hours per week, any additional hours for nonexempt personnel must be authorized in advance, in writing, by the Contract Administrator. If approved, Consultant shall invoice Salary Costs for additional hours provided by nonexempt employees 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 for both "exempt" (i.e., not subject to overtime pay) and nonexempt employees 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. The Safe Harbor rate, once elected, shall remain in place for the duration of this Agreement, and be applicable for use as "home" and "field" fringe benefit and overhead rates, if applicable, and shall not be subject to audit under this Agreement. All other provisions of Section 5.2 remain in place.

5.2.6. Indemnification Related to Paycheck Protection Program Forgiveness. If the State of Florida, federal government, or any other authority seeks recovery from County, whether through offset or any other means, of Paycheck Protection Program ("PPP") funds received by Consultant or any Subconsultant under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act and/or any forgiveness of such funds pursuant to Section 1106 of the CARES Act, Consultant must indemnify and hold harmless 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, arising from or relating thereto.

5.3. Reimbursable Expenses. Reimbursement of any travel costs, travel-related expenses, or other direct non-salary expenses directly attributable to this Agreement shall be limited to those

permitted under Section 112.061, Florida Statutes, except to the extent otherwise stated herein or detailed in Exhibit B-1, Reimbursables for Direct Non-salary Expenses (collectively, "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 Expenses of Subconsultants must also comply with the requirements of this section.

5.4. Method of Billing.

5.4.1. For Maximum Amount Not-To-Exceed Compensation. Consultant shall submit invoices to the Contract Administrator in a timely manner, no more frequently than on a monthly basis, for all Salary Costs and Reimbursable Expenses attributable to the Services. These invoices shall identify the specific Task number, the nature of the Services performed, the total hours performed, and the employee category of the individuals performing same. Invoices must itemize and summarize Reimbursable Expenses by category and identify the personnel incurring the expense and the nature of the Services 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 invoice for such reimbursable. Invoices must also indicate the cumulative amount of DBE participation to date. The statement must 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 paid invoices or receipts that describe the amount and nature of the expenses and contain a Task number or other identifier that clearly indicates the expense is identifiable to the Services. 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. Not Applicable.

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, County shall have the right to retain an amount equal to five percent (5%) of each invoice ("retainage") until satisfactory completion of the Services. When the Services to be performed are fifty percent (50%) complete as determined by the Contract Administrator, upon written request by Consultant and written approval by the Contract Administrator that the Services have

progressed in a satisfactory manner, the Contract Administrator, in the Contract Administrator's sole discretion, may authorize the reduction of retainage, if any, to two and a half percent (2.5%) of each invoice for subsequent payments. No amount shall be withheld from payments for Reimbursable Expenses or for Services performed during the construction phase, if applicable.

5.5.3. Final payment for the Services (including but not limited to the release of any remaining retainage being held after Services have been completed) must be approved by the Purchasing Director.

5.5.4. Payment will be made to Consultant at the address for notices in Section 11.10, unless otherwise requested by Consultant in writing and approved by the Contract Administrator in writing.

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

5.7. Transportation Surtax Funding. Any portion of this Project that is budgeted by County to be funded from proceeds of the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, shall be paid exclusively from the transportation surtax. If such budgeted transportation surtax proceeds are not available or appropriated, County shall not have any obligation to utilize ad valorem funds or any other revenue source to pay for that portion of the Project, and County may terminate this Agreement pursuant to Article 8 below. Funding for transportation surtax-funded work shall be utilized only for the purposes permitted under Section 212.055(1)(d), Florida Statutes.

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

5.9. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Consultant's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Consultant in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Consultant must refund the

overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

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

## **ARTICLE 6. OPTIONAL AND ADDITIONAL SERVICES; CHANGES IN SERVICES**

6.1. County or Consultant may request changes that would increase, decrease, or otherwise modify the 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.

6.2. If Services under this Agreement are identified as optional ("Optional Services"), County may select the type, amount, and timing of such services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D executed by Consultant and County pursuant to Section 6.3. No such selection, when combined with those 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 must specify the scope of services and method of compensation applicable to that Work Authorization and the required time for completion of the Optional Services.

6.3. Notwithstanding anything to the contrary in this Agreement, Work Authorizations (and amendments thereto) for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$500,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any individual Work Authorization in an amount up to the maximum amounts provided in Section 5.1 of this Agreement may be approved by the County Administrator. Additionally, the Board has authority to approve any Work Authorization. Consultant shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

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 the County Administrator's designee for resolution, whose decision shall be in writing and shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed work.

## **ARTICLE 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 Applicable Law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

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

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 may be reduced by

County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Consultant's compensation in this Agreement.

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

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

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 is duly qualified to perform 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 shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

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

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

7.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

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

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

## **ARTICLE 8. TERMINATION**

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

8.1.1. Consultant's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

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

8.1.3. By the Director of OESBD upon the disqualification of Consultant as a DBE if Consultant's status as a DBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Consultant's DBE participants by the Director of OESBD if any such participant's status as a DBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed this Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement or any Work Authorization for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided and Consultant shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement or any Work Authorization may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Consultant. Consultant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement or any Work Authorization for convenience including in the form of County's obligation to provide advance written notice to Consultant of such termination in accordance with this section. This Agreement or any Work Authorization may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement or any Work Authorization issued under this Agreement is terminated by County pursuant to this section, Consultant shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Consultant for Services under 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. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs associated with Consultant's failure to comply with any term(s) of this Agreement.

## **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, as may be requested by County, 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 remain in full force and effect without any lapse in coverage for the duration of this Agreement and until all performance required of 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).

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

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

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. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Consultant shall 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 insurers may acquire against County and shall 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. Consultant shall not permit any Subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

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. If requested by County, Consultant shall provide, within one (1) business day, evidence of each Subconsultant's compliance with this article.

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 DBE COMPLIANCE**

10.1. Consultant and all Subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying Consultant from future bidding as nonresponsible. Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

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

10.3. Disadvantaged Business Enterprises. County's payments to Consultant for Services provided by Consultant pursuant to this Agreement are subject to potential reimbursement, in whole or in part, by the Federal Transit Administration, and Consultant must comply with the requirements of 49 C.F.R. Part 26, as amended, pertaining to Disadvantaged Business Enterprises, the implementing rules of the funding agency, and the Broward County Disadvantaged Business Enterprise Program. To the extent the applicable federal grant agreement or federal regulations, including without limitation 49 C.F.R. Part 26, require specific contract obligations be included in the awarded agreement, such obligations are hereby deemed incorporated as if fully stated herein.

10.3.1. Consultant has committed to thirty percent (30%) DBE participation by utilizing DBE Subconsultants for the Services. Consultant must utilize the DBEs listed in Exhibit F (including as modifications to same are approved by County pursuant to this Agreement) to perform the applicable portions of the Services or supply the materials for which each is listed unless Consultant obtains County's written consent as provided in this Section 10.3. Unless County's consent is provided in accordance with this Section 10.3, Consultant is not entitled to any payment for the listed services or materials unless it is performed or supplied by the listed DBE.

10.3.2. Prior written consent of the OESBD must be obtained to terminate, add, or substitute a DBE. Consultant shall not terminate a DBE Subconsultant without obtaining prior written consent of County pursuant to this provision; OESBD will provide such written consent to terminate a DBE only upon finding of good cause, as set forth in 49 C.F.R. § 26.53(f)(2). Consultant must give written notice to the DBE Subconsultant, with simultaneous copy to OESBD, of its intent to terminate or substitute the DBE, and must give the DBE Subconsultant at least five (5) business days to respond and advise County and Consultant of the reasons, if any, why the DBE objects to the proposed termination or substitution. If a DBE Subconsultant is unable or unwilling to perform, Consultant must: (a) notify County immediately in writing with supporting documentation; (b) make good faith efforts to replace the DBE Subconsultant with another DBE Subconsultant to perform the same scope of work; and (c) submit all required documentation to County for review and approval prior to substituting a DBE Subconsultant. County will provide a written determination to Consultant stating whether good faith efforts have been demonstrated.

## **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. Consultant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator or designee may exercise

ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Services. The Contract Administrator may also approve in writing minor modifications to the Services that do not increase the total cost to County or waive any rights of County. Consultant shall notify Contract Administrator in writing of Consultant's representative(s) to whom matters involving the Services shall be addressed.

11.2. Rights in Documents and Work. Except as provided in the section of this Agreement titled "Reuse of Materials, Deliverables, and other Work Product," any and all documents, reports, studies, photographs, surveys, drawings, maps, models, photographs, specifications, materials, data, or other work created by Consultant in connection with performing Services, in their native file format, whether finished or unfinished ("Documents and Work"), 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 Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Consultant to the Contract Administrator within fifteen (15) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all Consultant's agreements with Subconsultants.

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

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

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

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

11.3.4. Upon 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 requirements of Applicable Law for retaining public records. All records stored

electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

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

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

11.4. Audit Rights and Retention of Records. Consultant and all Subconsultants shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Consultant expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. 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 duration of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement (or longer if required by Applicable Law). County may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Consultant's employees, Subconsultants, vendors, or other labor.

Contract Records include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, memoranda, e-mails, 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, cost and expense reports, 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 workspace. 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 make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by County.

Consultant shall, by written contract, require all 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 reveals 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, Consultant shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.8. 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.

11.5. Subconsultants. Consultant shall utilize only the Subconsultants identified in Exhibit E, Schedule of Subconsultants, to provide the Services. 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.

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

11.7. Indemnification of County. If this Agreement constitutes a construction contract or a professional services contract with a design professional, then Section 11.7.1 shall apply. If this Agreement does not constitute a construction contract or a professional services contract with a design professional, then Section 11.7.2 shall apply. The terms "construction contract," "professional services contract," and "design professional" used in this section have the meanings set forth in Sections 725.06 or 725.08, Florida Statutes.

11.7.1. Construction and Professional Services Contracts. 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.

11.7.2. Contracts Other than Construction or Professional Services. Consultant shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

11.7.3. The applicable provisions of Section 11.7 shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Consultant under this Agreement may be retained by

County until all claims subject to indemnification have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

11.8. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

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

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

FOR COUNTY:

Broward County Transportation Department  
Attn: Coree C. Lonergan, Director  
One N. University Drive, Suite 3100A  
Plantation, FL 33324  
Email address: ccufflonergan@broward.org

FOR CONSULTANT:

Gannett Fleming, Inc.  
Attn: Carlos Cejas  
1777 S. Andrews Avenue, Suite 203  
Fort Lauderdale, FL 33316  
Email address: ccejas@gfnet.com

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

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

11.12. Consultant's Staff. Consultant will provide the key staff identified in its response to the RFP 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 for County 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.

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

11.14. Independent Contractor. Consultant is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither 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. Consultant and each Subconsultant shall be responsible for any amounts owed to their respective employees for work performed in excess of forty (40) hours in any week if the employee was misclassified as "exempt."

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

11.16. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.17. Third-Party Beneficiaries. Neither Consultant nor County intends to primarily or directly 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.

11.18. Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the duration 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 they or Consultant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Consultant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Consultant is permitted pursuant to this Agreement to utilize Subconsultants to perform any Services, Consultant shall require such Subconsultants, by written contract, to comply with the provisions of this section to the same extent as Consultant.

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

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

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

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

11.23. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim

arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.25. Reuse of Materials, Deliverables, and other Work Product. County may, at its option, reuse (in whole or in part) the work product, materials, 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) without additional compensation being owed to Consultant; and Consultant agrees to such reuse in accordance with this provision. 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. If County elects to retain Consultant in connection with a reuse assignment, Consultant will be paid a reuse fee to be negotiated between County and Consultant. In connection with any reuse assignment that County elects to retain Consultant to perform, Consultant shall revise the design documents to comply with building codes and other jurisdictional requirements current at the time of reuse for the new use or site location. Except for the reuse payment negotiated between County and Consultant, the terms and conditions of this Agreement shall remain in force for each reuse assignment, unless otherwise agreed by the Parties in writing.

11.26. Payable Interest.

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

11.26.2. Rate of Interest. If the preceding section 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).

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

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

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

11.30. Public Art and Design. To the extent the Project includes artwork as defined by Section 1-88 of the Code, Consultant shall cooperate with the artist for the purpose of properly incorporating the artist's design(s) into the design of the Project. Consultant shall notify the artist in writing of all design meetings and shall provide the artist with a schedule of milestone dates. If requested by County, Consultant shall provide workspace for the artist during the preliminary design and design phases. The artist's design as properly incorporated into the design of the Project shall be permitted as part of the master site or facility plan. Consultant's compensation pursuant to this Agreement includes the services to comply with the requirements set forth in this section. Consultant shall ensure that Subconsultants, if any, are informed of Broward County's Public Art and Design Program and any applicable requirement of working with the artist(s). If the Project is funded in whole or in part with proceeds from the transportation surtax, only artistic elements that are not prohibited under Section 212.055(1), Florida Statutes, may be funded through the surtax.

11.31. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

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

11.33. Additional Requirements. Consultant shall comply with the Security Requirements attached hereto as Exhibit G.

11.34. Funding Requirements. This Agreement is subject to additional requirements based upon the funding source. Consultant shall comply with all applicable requirements as set forth in Exhibit H ("Federal Transportation Administration Supplement").

11.35. Iron and Steel Products. If this Agreement is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Consultant, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

Digitally signed by GAVIN P. RYNARD  
Date: 2025.04.11 13:04:48 -04'00'

By: **NATHANIEL A. KLITSBERG**  
Nathaniel A. Klitsberg (Date)  
Transportation Surtax General Counsel

Digitally signed by NATHANIEL A. KLITSBERG  
Date: 2025.04.11 15:38:44 -04'00'

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**AGREEMENT BETWEEN BROWARD COUNTY AND GANNETT FLEMING, INC.  
FOR CONSULTANT SERVICES FOR THE AIRPORT SEAPORT CONVENTION CENTER  
TRANSPORTATION PD&E STUDY  
(RFP # TRN2128229P1)**

CONSULTANT

**GANNETT FLEMING, INC.**

By: John A. Derr  
Authorized Signer

John A. Derr Executive VP.  
Print Name and Title

11<sup>th</sup> day of April, 2025

**EXHIBIT A**

**SCOPE OF SERVICES**

**FOR**

**AIRPORT/SEAPORT /CONVENTION CENTER/ TRANSPORTATION PROJECT  
DEVELOPMENT & ENVIRONMENTAL (PD&E) STUDY**

PROJECT No: TRN2128229P1

APRIL 2025

Prepared for:  
BROWARD COUNTY

Prepared by:  
GANNETT FLEMING, Inc.

|  |           |
|--|-----------|
| <b>INTRODUCTION .....</b>  | <b>7</b>  |
| <b>BACKGROUND .....</b>  | <b>7</b>  |
| <b>SERVICES OVERVIEW .....</b>   | <b>8</b>  |
| <b>1 TASK 1: PROJECT MANAGEMENT .....</b>                              | <b>13</b> |
| 1.1 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES .....             | 13        |
| 1.2 SCHEDULE .....   | 13        |
| 1.3 PROJECT MANAGEMENT .....   | 13        |
| 1.3.1 Project Management Plan .....                                    | 13        |
| 1.3.2 General Project Administration and Document Control System ..... | 14        |
| 1.3.3 Monthly Progress Meetings .....                                  | 14        |
| 1.3.4 Technical Expert Meetings .....                                  | 14        |
| 1.3.5 Miscellaneous Project Meetings (Optional Services) .....         | 14        |
| 1.4 QUALITY MANAGEMENT .....   | 14        |
| 1.5 SUBMITTALS .....   | 15        |
| 1.5.1 Other Submittals .....   | 15        |
| <b>2 TASK 2: PUBLIC INVOLVEMENT .....</b>                              | <b>15</b> |
| 2.1 PUBLIC INVOLVEMENT WORKING GROUP .....                             | 16        |
| 2.2 PUBLIC INVOLVEMENT PLAN .....                                      | 16        |
| 2.2.1 Public Involvement Plan .....                                    | 16        |
| 2.2.2 Public Involvement Data Collection .....                         | 16        |
| 2.3 PUBLIC MEETINGS .....  | 17        |
| 2.3.1 Partners Kick-Off Workshop .....                                 | 17        |
| 2.3.2 Scheduled Public Meetings .....                                  | 17        |
| 2.3.3 Project Fact-Finding and Working Groups .....                    | 18        |
| 2.3.4 Technical Expert Meetings .....                                  | 18        |
| 2.3.5 Stakeholder Briefings/Presentations .....                        | 18        |
| 2.4 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS .....                   | 18        |
| 2.4.1 Newsletters, Factsheet, and Website .....                        | 18        |
| 2.4.2 Videos, Renderings, Fly-through, 3-D Visualization .....         | 19        |
| 2.4.3 Frequently Asked Questions (FAQ) .....                           | 19        |
| 2.5 COMMENTS AND COORDINATION REPORT .....                             | 19        |
| 2.6 NOTIFICATION OF APPROVED ENVIROMENTAL DOCUMENT .....               | 19        |
| 2.7 PUBLIC HEARING (OPTIONAL SERVICES) .....                           | 19        |
| <b>3 TASK 3: PRELIMINARY ENGINEERING .....</b>                         | <b>20</b> |

|             |   |           |
|-------------|---|-----------|
| <b>3.1</b>  | <b>PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.....</b>                      | <b>21</b> |
| 3.1.1       | Governing Regulations/Industry Standards .....                                | 21        |
| <b>3.2</b>  | <b>REVIEW OF PREVIOUS STUDIES .....</b>                                       | <b>22</b> |
| <b>3.3</b>  | <b>PURPOSE AND NEED, PROJECT DEFINITION, GOALS AND OBJECTIVES .....</b>       | <b>22</b> |
| <b>3.4</b>  | <b>EXISTING CONDITION ANALYSIS.....</b>                                       | <b>23</b> |
| 3.4.1       | Data Collection .....   | 23        |
| 3.4.2       | Topographic Survey .....  | 23        |
| 3.4.3       | Geotechnical Investigation .....  | 23        |
| <b>3.5</b>  | <b>DEVELOPMENT OF ALTERNATIVES.....</b>                                       | <b>25</b> |
| 3.5.1       | Definition of Conceptual Tier 1 Alternatives .....                            | 25        |
| 3.5.2       | Screening of Conceptual Tier 1 Alternatives.....                              | 26        |
| 3.5.3       | Refinement of Tier 1 Alternatives and Development of Tier 2 Alternatives..... | 27        |
| 3.5.4       | Selection of Preferred Alternative .....                                      | 27        |
| <b>3.6</b>  | <b>TRAVEL DEMAND (Tier 2 and Preferred Alternative) .....</b>                 | <b>28</b> |
| 3.6.1       | Travel Surveys.....   | 28        |
| 3.6.2       | Travel Demand Forecasting.....  | 28        |
| 3.6.3       | Transportation and Mobility Benefits.....                                     | 30        |
| <b>3.7</b>  | <b>TRAFFIC ANALYSIS.....</b>  | <b>30</b> |
| 3.7.1       | Traffic Analysis Methodology.....   | 30        |
| 3.7.2       | Traffic/ Travel Data Collection .....   | 31        |
| 3.7.3       | Calibration and Validation Data .....   | 33        |
| 3.7.4       | Existing Traffic Operational Analysis .....                                   | 33        |
| 3.7.5       | Future Demand Forecasting.....  | 33        |
| 3.7.6       | No-Build Analysis .....   | 33        |
| 3.7.7       | Operational Evaluation of Build Alternatives.....                             | 34        |
| 3.7.8       | Safety .....  | 34        |
| 3.7.9       | Project Traffic Analysis Report .....   | 34        |
| 3.7.10      | Signalization Analysis (Optional Services) .....                              | 35        |
| 3.7.11      | Traffic Data for Noise Study (Optional Services) .....                        | 35        |
| <b>3.8</b>  | <b>UTILITIES AND RAILROAD .....</b>   | <b>35</b> |
| 3.8.1       | Utilities .....   | 35        |
| 3.8.2       | Utilities (Optional Services) .....   | 36        |
| 3.8.3       | Railroads.....  | 36        |
| <b>3.9</b>  | <b>BASIS OF DESIGN .....</b>  | <b>37</b> |
| 3.9.1       | Basis of Design (PD&E Study Tier 2 and Preferred Alternative) .....           | 37        |
| 3.9.2       | Final Basis of Design (Optional Services).....                                | 38        |
| <b>3.10</b> | <b>ROADWAY DESIGN .....</b>   | <b>38</b> |
| 3.10.1      | Design Controls and Criteria .....  | 38        |
| 3.10.2      | Typical Section Analysis (Excluding Pavement) .....                           | 38        |
| 3.10.3      | Geometric Design .....  | 38        |
| 3.10.4      | Temporary Traffic Control Analysis (TTCA) .....                               | 38        |
| 3.10.5      | Signing and Pavement Marking Analysis (30% Design) (Optional Services).....   | 39        |
| 3.10.6      | Conceptual ITS Con-Ops and PSEMP (30% Design) (Optional Services).....        | 39        |
| 3.10.7      | Conceptual Design.....  | 39        |
| 3.10.8      | Access Management (Optional Services) .....                                   | 40        |
| 3.10.9      | Multimodal Accommodations (Optional Services) .....                           | 40        |
| 3.10.10     | Travel Demand Management Strategy and Policy (Optional Services) .....        | 40        |
| 3.10.11     | Landscaping Analysis (Optional Services) .....                                | 41        |

|             |  |           |
|-------------|--|-----------|
| <b>3.11</b> | <b>DRAINAGE .....</b>  | <b>41</b> |
| 3.11.1      | Floodplain and Drainage Data Collection .....  | 41        |
| 3.11.2      | Drainage Analysis.....   | 41        |
| 3.11.3      | Floodplain Compensation Analysis.....  | 41        |
| 3.11.4      | Sea Level Rise Analysis .....  | 41        |
| 3.11.5      | Stormwater Management Analysis.....  | 42        |
| 3.11.6      | Location Hydraulics Report.....  | 42        |
| 3.11.7      | Bridge Hydraulic Evaluation (Optional Services).....   | 42        |
| 3.11.8      | Existing Permit Analysis .....   | 42        |
| <b>3.12</b> | <b>IDENTIFY CONSTRUCTION SEGMENTS (OPTIONAL SERVICES) .....</b>                                | <b>42</b> |
| <b>3.13</b> | <b>STRUCTURES.....</b>   | <b>42</b> |
| 3.13.1      | Existing Structures.....   | 42        |
| 3.13.2      | Structure Typical Sections and Pier Placement .....  | 43        |
| 3.13.3      | Proposed Structures .....  | 43        |
| 3.13.4      | Documentation .....  | 44        |
| 3.13.5      | 30% Structures Design for the Preferred Alternative .....                                      | 44        |
| <b>3.14</b> | <b>TRANSIT DESIGN.....</b>   | <b>45</b> |
| 3.14.1      | Station Development .....  | 45        |
| 3.14.2      | Architectural/Civil Schematic Design .....   | 45        |
| 3.14.3      | Proposed Transit Service Plan.....   | 46        |
| 3.14.4      | Track Alignment Development .....  | 46        |
| 3.14.5      | Preliminary Systems Engineering.....   | 46        |
| 3.14.6      | Operational Analysis .....   | 48        |
| 3.14.7      | Baggage Handling Plan .....  | 49        |
| 3.14.8      | Alternative Site Assessment for Maintenance and Storage Facilities.....                        | 49        |
| 3.14.9      | Urban Design, Transit-Oriented Development, Affordable Housing Nexus (Optional Services) ..... | 50        |
| <b>3.15</b> | <b>ECONOMIC ANALYSIS.....</b>  | <b>51</b> |
| <b>3.16</b> | <b>DESIGN EXCEPTIONS AND DESIGN VARIATIONS (OPTIONAL SERVICES).....</b>                        | <b>52</b> |
| 3.16.1      | Identification of Design Variations.....   | 52        |
| 3.16.2      | Design Exceptions and Design Variations Package .....  | 52        |
| <b>3.17</b> | <b>CONSTRUCTABILITY REVIEW .....</b>   | <b>53</b> |
| <b>3.18</b> | <b>COST ESTIMATES.....</b>   | <b>53</b> |
| 3.18.1      | Construction Cost Estimates.....   | 53        |
| 3.18.2      | Right-of-Way Cost Estimates:.....  | 53        |
| 3.18.3      | Operation and Maintenance (O&M) Cost Estimate.....   | 54        |
| 3.18.4      | Other Cost Estimates .....   | 54        |
| 3.18.5      | Value Engineering .....  | 54        |
| <b>4</b>    | <b>TASK 4: ENVIRONMENTAL ANALYSIS AND REPORTS.....</b>   | <b>55</b> |
| <b>4.1</b>  | <b>SOCIOCULTURAL EFFECTS.....</b>  | <b>55</b> |
| 4.1.1       | Social .....   | 55        |
| 4.1.2       | Economic.....  | 56        |
| 4.1.3       | Land Use Changes.....  | 56        |
| 4.1.4       | Mobility .....   | 56        |
| 4.1.5       | Aesthetic Effects.....   | 56        |
| 4.1.6       | Relocation Potential (Optional Services).....  | 56        |
| <b>4.2</b>  | <b>CULTURAL RESOURCES .....</b>  | <b>56</b> |

|            |  |           |
|------------|--|-----------|
| 4.2.1      | Archaeological and Historical Resources .....  | 57        |
| 4.2.2      | Recreational Section 4(f) .....  | 57        |
| <b>4.3</b> | <b>NATURAL RESOURCES .....</b>   | <b>57</b> |
| 4.3.1      | Wetlands and Other Surface Waters .....  | 58        |
| 4.3.2      | Essential Fish Habitat .....   | 58        |
| 4.3.3      | Protected Species and Habitat .....  | 58        |
| 4.3.4      | Water Resources .....  | 59        |
| 4.3.5      | Floodplains .....  | 59        |
| 4.3.6      | Coastal Zone Consistency.....  | 59        |
| 4.3.7      | Coastal Barrier Resources.....   | 59        |
| <b>4.4</b> | <b>PHYSICAL EFFECTS .....</b>  | <b>60</b> |
| 4.4.1      | Transit Noise and Vibration Impact Analysis.....   | 60        |
| 4.4.2      | Air Quality.....   | 60        |
| 4.4.3      | Energy .....   | 61        |
| 4.4.4      | Construction Impact Analysis.....  | 61        |
| 4.4.5      | Contamination .....  | 61        |
| <b>4.5</b> | <b>INDEPENDENT UTILITY AND LOCAL TERMINI JUSTIFICATION WHITE PAPER .....</b>             | <b>61</b> |
| <b>4.6</b> | <b>PLANNING CONSISTENCY .....</b>  | <b>62</b> |
| 4.6.1      | Transportation Plans .....   | 62        |
| 4.6.2      | Planning Consistency Form .....  | 62        |
| <b>4.7</b> | <b>PROJECT COMMITMENTS .....</b>   | <b>62</b> |
| <b>4.8</b> | <b>ENVIRONMENTAL DOCUMENTATION .....</b>   | <b>62</b> |
| 4.8.1      | NEPA Checklist.....  | 63        |
| 4.8.2      | Environmental Assessment (EA).....   | 64        |
| 4.8.3      | Finding of No Significant Impact (FONSI).....  | 64        |
| 4.8.4      | Environmental Impact Statement (EIS) (Optional Services).....                            | 64        |
| <b>4.9</b> | <b>ENVIRONMENTAL PERMITTING AND AGENCY COORDINATION.....</b>                             | <b>64</b> |
| 4.9.1      | Identify Permits .....   | 65        |
| 4.9.2      | Compensatory Mitigation Plan and Coordination .....                                      | 65        |
| <b>5</b>   | <b>TASK 5: PRELIMINARY ENGINEERING REPORT (OPTIONAL SERVICES) .....</b>                  | <b>65</b> |
| <b>6</b>   | <b>TASK 6: FTA NEW STARTS SUPPORT .....</b>  | <b>65</b> |
| <b>6.1</b> | <b>FTA SUPPORT AND COORDINATION .....</b>  | <b>65</b> |
| <b>6.2</b> | <b>REQUEST TO ENTER PROJECT DEVELOPMENT.....</b>   | <b>66</b> |
| <b>6.3</b> | <b>ENGINEERING CHECKLIST .....</b>   | <b>67</b> |
| <b>6.4</b> | <b>IDENTIFICATION AND DEVELOPMENT OF THIRD-PARTY AGREEMENTS (OPTIONAL SERVICES).....</b> | <b>67</b> |
| 6.4.1      | Third-Party Agreements .....   | 67        |
| 6.4.2      | Strategy for Federal Grant applications with different agencies other than the FTA ..... | 68        |
| <b>6.5</b> | <b>PROJECT DELIVERY ANALYSIS AND PLAN (OPTIONAL SERVICES) .....</b>                      | <b>68</b> |
| <b>6.6</b> | <b>PROJECT JUSTIFICATION CRITERIA .....</b>  | <b>68</b> |

|             |   |           |
|-------------|---|-----------|
| 6.6.1       | Land Use.....   | 68        |
| 6.6.2       | Transit Mobility and Travel Market Analysis .....   | 69        |
| 6.6.3       | Mobility-Based Project Justification Criteria .....   | 70        |
| <b>6.7</b>  | <b>FINANCIAL PLAN .....</b>   | <b>70</b> |
| 6.7.1       | Financial Plan Development.....   | 70        |
| 6.7.2       | Financial Operating Plan .....  | 71        |
| 6.7.3       | Capital Plan .....  | 71        |
| 6.7.4       | Cash Flow Model.....  | 72        |
| 6.7.5       | Supporting Documentation.....   | 72        |
| <b>6.8</b>  | <b>RISK MANAGEMENT .....</b>  | <b>73</b> |
| <b>6.9</b>  | <b>INFORMATION COLLECTION AND ANALYSIS PLAN (BEFORE AND AFTER STUDY PLAN)<br/>(OPTIONAL SERVICES) .....</b> | <b>74</b> |
| <b>6.10</b> | <b>PROJECT MANAGEMENT PLAN AND SUBPLANS .....</b>   | <b>74</b> |
| <b>6.11</b> | <b>REQUEST TO ENTER TO ENGINEERING (OPTIONAL SERVICES) .....</b>  | <b>76</b> |
| <b>6.12</b> | <b>NEW STARTS CONSTRUCTION GRANT APPLICATION (OPTIONAL SERVICES).....</b>                                   | <b>76</b> |
| <b>7</b>    | <b>TASK 7: POST-PD&amp;E STUDY SERVICES (OPTIONAL SERVICES) .....</b>                                       | <b>77</b> |

## INTRODUCTION

Broward County (“County”) engages Gannett Fleming, Inc. (“Consultant”) for the Airport/Seaport/Convention Center transportation project development and environmental study (“PD&E Study”) and preliminary engineering design for the Airport/Seaport/Convention Center elevated fixed guideway system (“Project”), as further detailed in this Scope of Services.

## BACKGROUND

The Fort Lauderdale-Hollywood International Airport (“Airport”), Port Everglades (“Seaport”), and Broward County Convention Center (“Convention Center”) have experienced significant increases in growth and use over the years. As a result, County is seeking to implement transportation options that will reduce traffic congestion on the roadways connecting and within the Airport, Seaport, and Convention Center.

In 2018, the Board of County Commissioners of Broward County (“County Commission”) adopted a 30-year Transportation Surtax Plan to provide local funds for eligible transportation projects from 2019-2048. Included as part of the Transportation Surtax Plan was a study of the feasibility of implementing 23.3 miles of Light Rail Transit (“LRT”) on alignments to be determined in the future.

The Broward County Transportation Department (“BCT”) is committed to improving transit service throughout Broward County and providing high-quality, high-capacity premium service for residents and visitors. Several initiatives have been conducted to evaluate the feasibility of an Airport/Seaport/Convention Center alignment, including efforts identified in the 2009 *Broward County Intermodal Center and People Mover System Preliminary Engineering Report (aka SunPort PD&E Study)* and the 2021 *Airport to Seaport Connector and Transportation Modes from Fort Lauderdale-Hollywood International Airport (“FLL”) Intermodal Center (“IMC”) to Port Everglades and Convention Center Final Pre-Planning Report*.

In 2021, BCT engaged a consultant to conduct the BCT Systemwide Study, Planning, and Preliminary Design (aka Transit Systemwide Study (“TSYS”)) that included analysis, planning, and recommendations for implementation of premium high-capacity transit services that have been branded the Broward County Transit Premium Mobility Plan (“PREMO”) and the August 2023 PREMO report. The PREMO report identified a recommended network of preferred transit system modes and routes, with over 200 miles of new premium service in the form of Commuter Rail, LRT, Bus Rapid Transit (“BRT”), and high-frequency bus service corridors for BCT service through 2038.

In January 2022, County and Florida Department of Transportation (“FDOT”) entered into a memorandum of understanding (“MOU”) to work collaboratively on a series of public transportation projects in pursuit of improving transportation infrastructure at the Airport, Seaport, and Convention Center. The FDOT MOU included three segments: 1) Airport Automated People Mover (“APM”), 2) IMC, and 3) the Project. The IMC is being planned for the east side of the Airport within the existing loop ramp connecting I-595 and US-1 with Terminal Drive, the roadway that accesses the Airport passenger terminals. Broward County Aviation Department (“BCAD”) is the lead for the APM and IMC projects and BCT is the lead for the Project. The APM, IMC, and Project will be developed in coordination with each other.

In January 2023, the County Commission held a transportation workshop to discuss potential BCT and BCAD transportation projects necessary to support Countywide growth. As a result, the Project was identified as the potential initial phase for BCT LRT projects.

In June 2023, the County Commission adopted the recommended PREMO plan, a transformative effort that redefines service, mobility, and connectivity throughout Broward County. The PREMO Plan consists of 11.5 miles of Broward Commuter Rail (“BCR”) South, 23.3 miles of LRT, 76 miles of BRT, and 100 miles of high-frequency bus, with a proposed 15-year program implementation schedule through 2038. LRT includes three corridors identified in the PREMO report: the Airport-Seaport-Convention Center project, Downtown Connection project, and Broward Boulevard project.

The proposed IMC will serve as a multimodal regional transportation hub connecting transit users, residents, and visitors to the Airport, Seaport, and the Convention Center, as well as direct connections to fixed guideway transit, Broward Commuter Rail South, shuttles, community shuttle, micro-transit, pedestrian and bicycle facilities, transportation network companies (“TNC”), and other future potential modes of transportation.

## **SERVICES OVERVIEW**

Under this Scope of Services, County is conducting a PD&E Study and preliminary engineering design for a transit project that will pursue federal funds under the Capital Investment Grant (“CIG”) program. Consultant will use a two-tiered approach to alternative development and arrive at a locally preferred alternative (“LPA”). The LPA will be presented to the County Commission and Metropolitan Planning Organization (“MPO”) for consideration.

The conceptual alignment for the Project originates at the IMC and runs through the Seaport to the Convention Center. The proposed Project corridor alignment, approximately 3.5 miles long, runs east from the planned IMC station, then to the north along NE 7th Avenue to Eller Drive where it turns east to enter the Seaport. The alignment then runs north along SE 19th Avenue to the proposed Seaport station(s) and heads west along Eisenhower Boulevard turning north to the Convention Center. The Project will have exclusive elevated transitway with at-grade segments where feasible.

The following list is a summary of tasks and deliverables associated with the Services that are described in greater detail throughout this Scope of Services:

### **Task 1: PROJECT MANAGEMENT:**

- Services Schedule
- Sub-Schedule with the National Environment Policy Act of 1969 and amendments (“NEPA”)-related activities inclusive of the Class of Action (“COA”) and culminating in the LPA.
- Project Management Plan
- 48 Monthly Progress Meetings
- 12 Technical Expert Meetings
- Quality Management Plan (as part of the Project Management Plan)

## **OPTIONAL SERVICES**

- Miscellaneous Project Meetings

### **Task 2: PUBLIC INVOLVEMENT:**

- Internal Kick-Off Meeting with County staff
- Public Involvement Working Group Meetings (6 meetings)
- Draft and Final Public Involvement Plan (“PIP”) (to be updated after each public meeting)
- Public Meetings:
  - Partners Kick-off Workshop
  - Scheduled Public Meetings (1 Public Kick-off Meeting, 1 Environmental Assessment (“EA”), 2 Public Workshops)
  - Project Working Group Meetings (10 meetings)
  - Technical Expert Meetings (24 meetings)
  - Stakeholder Briefings Presentations
    - Up to 36 Stakeholder Briefings/Presentations Meetings, as requested by County’s Project Manager
    - Up to 20 Municipality Meetings/City Commission, as requested by County’s Project Manager
- Additional Public Involvement Requirements

- Videos, Renderings, Fly-through, 3-D Visualization
  - Newsletter, Factsheet, and Website
  - Frequently Asked Questions (“FAQ”s)
- Comment and Coordination Report
- Notification of Approved Environmental Document

**OPTIONAL SERVICES:**

- Public Hearing

**Task 3: PRELIMINARY ENGINEERING:**

- Purpose and Need Statement Report (Draft and Final)
- Goals and Objectives Report (Draft and Final)
- Data Collection and Field Observations
- Existing Conditions Assessment Technical Memorandum (Draft and Final)
- Preliminary Geotechnical Report(s) (Draft and Final)
- Tier 1 Alternatives Evaluation Criteria Matrix
- Tier 1 Conceptual Alternative Screening Results Technical Memorandum of (Draft and Final)
- Tier 2 Conceptual Alternatives Analysis Technical Memorandum of (Draft and Final)
- Travel Forecasting Methodology (Draft and Final)
- Southeast Florida Regional Planning Model (“SERPM”) and STOPS Travel Forecasting Technical Memorandum (Draft and Final)
- Traffic Analysis Methodology Technical Memorandum (Draft and Final).
- Project Traffic Analysis Report (“PTAR”) (Draft and Final)
- Utility Assessment Package
- Utility Request Package
- Basis of Design
- Tier 2 Typical Section Analysis will consider the following section for the assumed 2 Build Alternatives (5% Design)
- Preferred Alternative Typical Section Analysis for the selected alternative (30% Design)
- 5% Roadway Conceptual Designs for Tier 2 Alternatives
- 30% Roadway Conceptual Designs for the Preferred Alternative
- Drainage:
  - Location Hydraulic Report (Draft and Final)
  - 5% Drainage Conceptual Design (Tier 2)
  - 30% Drainage Conceptual Design (Preferred Alternative)
  - Storm Water Pollution Prevention Plan (“SWPPP”)
  - Conceptual Drainage Report
- Bridge Analysis Report (Draft and Final) 5%
- 30% Structural Design
- Station Architectural / Civil Concept Design Documents Submittals - (Based on one station type)
- Maintenance Facility Architectural / Civil Conceptual Design
- Accessory Buildings Architectural / Civil Conceptual Design - (Based on three substation types)
- Conceptual Transit Service Plan (for Tier 2 Alternatives)
- Refined Transit Service Plan (for the Preferred Alternative)
- Track Alignment Preliminary Design, Profile Drawings, Typical Sections, and Calculations
- Preliminary Systems Engineering
  - Traction Power Load Flow Analysis
  - Train Control Requirements and Schematics
  - Communications Requirements and Schematics

- Fare Collection
  - Vehicle Concept Document
  - Corrosion Control Technical Memorandum
  - System Safety and Security Technical Memorandum
  - Traction Power Substation (“TPSS”) Site Conceptual Design
- Operation Analysis for Tier 2 (two modes) and Preferred Alternative
- Conceptual Baggage Handling Plan (Tier 2)
- Refined Baggage Handling Plan (Preferred Alternative)
- Vehicle Storage and Maintenance Facility (“VSMF”) Report (Draft and Final) - Layout Sketch (5% Design Level) of proposed VSMF and requirements overview with order of magnitude (“OOM”) costs.
- 30% VSMF Conceptual Design for the Preferred Alternative
- Economic Analysis Documentation
- Constructability Report (Draft)
- Cost Estimates (Construction, Right of Way (“ROW”) acquisition, Operation and Maintenance (“O&M”))
- Value Engineering Information Report (Draft and Final)

**OPTIONAL SERVICES:**

- Traffic data section of Noise Study
- Signalization Analysis
- Utilities
  - Report outlining all the findings, avoidance alternates, required adjustments/relocations, and cost estimates to perform relocations
  - Utility relocation conceptual design as part of the Project
- Updates to Basis of Design and Final
- Access Management Plan (Draft and Final)
- Multimodal Accommodations Memorandum (Draft and Final)
- Landscaping Opportunities/Constraints Design for the Preferred Alternative (Draft and Final)
- Bridge Hydraulics Evaluation (to be included as part of the Locations Hydraulics Report)
- Bridge Development Report (Draft and Final) 30%
- Design Exceptions and Design Variations Package (Draft and Final)
- Park and Ride Parking Structure Architectural/Civil Conceptual Design
- Urban Design, Transit-Oriented Development (“TOD”), Affordable Housing Nexus
  - Existing Conditions Assessment for Station Areas (Draft and Final)
  - Engagement and Visioning (previously performed as part of Task 2 Public Involvement)
  - Project Corridor and Station Area Vision Concept Document (Draft and Final)
  - Environmental and Safety Benefit Analysis

**Task 4: ENVIRONMENTAL ANALYSIS AND REPORTS**

- Socio-Cultural Effects Evaluation Technical Memorandum (Draft and Final)
- Title VI Technical Memorandum compiling the analysis related to the different service plans
- Cultural Resources Assessment Survey Report (“CRAS”) (Draft and Final)
- CRAS Addendum or Technical Memorandum for Pond Sites
- Section 4(f) Determination of Applicability (“DOA”)
- Natural Resources Evaluation Report (Draft and Final)
- Air Quality Technical Memorandum (Draft and Final)
- Noise Study Report (Draft and Final)

- Level I Contamination Assessment Report (Contamination Screening Evaluation Report)
- Independent Utility White Paper (Draft and Final)
- Transportation Plans and Planning Consistency Form
- Project Commitments Record
- NEPA Checklist
- Environmental Assessment (Draft and Final)
- Finding of No Significant Impact (“FONSI”) (Draft and Final)

#### **OPTIONAL SERVICES**

- Conceptual Stage Relocation Plan (“CSRP”)
- Section 4(f) “de minimis” documentation
- Section 4(f) Individual Evaluation
- Level II Contamination Assessment Documentation
- Environmental Impact Statement (“EIS”)
  - Scoping Meeting
  - Draft EIS (“DEIS”)
  - Final EIS (“FEIS”)/Record of Decision (“ROD”)

#### **Task 5: PRELIMINARY ENGINEERING REPORT (“PER”) (OPTIONAL SERVICES)**

- PER (Draft and Final)

#### **Task 6: FEDERAL TRANSIT ADMINISTRATION (“FTA”) NEW STARTS SUPPORT**

- NEPA-Project Development Integrated Schedule and Supporting Materials in Primavera (first draft, review and comments, second draft, final review and comments, and final draft)
- Development and execution of Monte-Carlo scheduling software simulations for Project definition at 5% and draft 30% Design (if requested by County’s Project Manager)
- FTA Meeting Materials and Minutes for 48 Task 1 monthly progress meetings (assumes a four-year duration) (first draft, review and comments, second draft, final review and comments, and final).
- Project Development Request Letter and Supporting Documentation (first draft, review and comments, second draft, final review and comments, and final draft)
- Engineering Checklist (first draft, review and comments, second draft, final review and comments, and final)
- Engineering Roadmap (first draft, review and comments, second draft, final review and comments, and final draft)
- Transit Mobility and Travel Market Analysis Report (Draft and Final)
- Transit and Mobility Conditions Report Assessment (Draft and Final)
- New Starts Template Part 1, Land Use Tab (Quantitative Information) prepared at the beginning of Project Development (first draft, review and comments, second draft, final review and comments, and final draft)
- New Starts Part 1 Template, Land Use Tab (Quantitative Information) and New Starts Template Part 2 (Qualitative Information) FTA Land Use and Economic Development Templates to support Request to Enter Engineering/Consideration for the U.S. President’s Annual CIG Budget (first draft, review and comments, second draft, final review and comments, and final draft)
- Financial Plan
  - O&M Cost Estimates (developed in Task 3.18.3)
  - Completed Finance Template
  - Comprehensive Financial Plan
  - 20-Year Cash Flow Model
  - Sensitivity Analysis
  - Supporting Documentation
  - Completed Financial Submittal Checklist

- Risk Management:
  - Development of risk register – updates to occur, at a minimum, at 5% and draft 30% design
  - Materials required to hold three risk workshops – two internal - one with FTA (agenda, presentation, risk register, notes, this item is listed as Optional Services)
  - Development of Risk and Contingency Management Plan
- Project Management Plan (“PMP”) and Subplans:
  - PMP
  - Management Capacity and Capability Documentation, including staffing plans.
  - Quality Management Plan (“QMP”)
  - Safety and Security Management Plan
    - Safety and Security Management Plan
    - Preliminary Hazard Analysis
    - Threat and Vulnerability Assessment
  - Real Estate Acquisition and Management Plan
  - Risk and Contingency Management Plan
  - Rail Fleet Management Plan

### **OPTIONAL SERVICES**

- Five Third-Party Agreements (Draft and Final)
- Grant Opportunity Matrix
- Grant application templates
- Completed applications for at least two grant opportunities.
- Project Delivery Analysis and Plan
- Materials required to hold one workshop with FTA (agenda, presentation, risk register, notes)
- Before-and-After Study
  - Before-and-After Study Plan (first draft, review and comments, second draft, final review and comments, and final draft)
  - Before-and-After Study Forecast Report (first draft, review and comments, second draft, final review and comments, and final draft)
- Safety and Security Certification Plan
- Certifiable Items List (“CIL”)
- Safety and Security Certification Committee (“SSCC”)
- Fire and Life Safety Committee (“FLSC”)
- New Starts Request to Enter Engineering (three copies of the draft version, six copies of the final version)
- Quarterly Project Update Meetings with the Project Management Oversight Contractor (“PMOC”)
- Request to Enter Final Design
- New Starts Grant Application and required documentation

### **Task 7: POST-PD&E STUDY SERVICES (OPTIONAL SERVICES)**

- Preparation of 30% Construction Plans
- Preparation of Design Criteria Package
- Preparation of responses to Request for Information (“RFI”)
- Evaluation of alternative technical concepts
- Assessment of potential NEPA reevaluation needed due to alternative technical concepts or other design variances considered by County’s Project Manager during the Request for Proposal (“RFP”) process
- Development of technical procurement bridging documents for a Design-Build Operate and Maintain (“DBOM”) procurement
- Other Technical Support during and after DBOM RFP process if needed by the County.

## **1 TASK 1: PROJECT MANAGEMENT**

### **1.1 COORDINATION BETWEEN THE PARTIES AND WITH OUTSIDE ENTITIES**

County and Consultant shall each appoint a Project manager who will be responsible for the coordination between Consultant and County in connection with Consultant's performance of the Services and activities as stated in this Scope of Services (each a "Project Manager"). Consultant must include County's Project Manager when seeking and receiving advice from various state, regional, and local agencies, and citizen groups. All written correspondence between Consultant and any outside entities pertaining specifically to this Project is subject to the review and written approval of County's Project Manager. Consultant must respond to information requests relative to the Services from third parties at the direction, and subject to the written approval, of County's Project Manager. Consultant must assist County in preparing the content of the written communication from County staff to other agencies, public officials, and others as needed or requested.

### **1.2 SCHEDULE**

Within 30 business days after the Contract Administrator's issuance of the Notice to Proceed ("NTP"), Consultant must develop a schedule for the Services for review and subject to acceptance by County's Project Manager.

The schedule will indicate all required submittals, critical path activities, and key milestones/activity codes and will be provided in Primavera P6 software or similar format and PDF formats. The schedule shall contain at a minimum, the following information for each scheduled activity: activity identification ID with appropriate Project Schedule Management ("PSM") codes, activity description, original duration, remaining duration, start date, finish date, activity percent complete, and total float. The schedule must include a column displaying each activity's predecessor and successor. The schedule must be based on County's expected Services completion date and is subject to the review and written approval by County's Project Manager. The schedule must be based upon consideration of the Project's environmental issues and regulatory requirements.

The schedule for the Services must be accompanied by an anticipated payout and fiscal progress curve. For scheduling, Consultant must allow for a review period of at least 15 business days for each draft technical report or memorandum submitted to County's Project Manager. In developing the schedule, Consultant, in coordination with County staff, must include adequate time to meet regulatory reviews and formal consultation timeframes. Periodically throughout the term of the Agreement, Consultant must review the schedule, payout, and fiscal progress curves to monitor the progress of the Services. Consultant must submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress and payout curves, to County's Project Manager. Any adjustments or changes to the approved schedule is subject to the review and written approval by County's Project Manager.

Consultant will provide a high-level sub-schedule that shows NEPA-related activities being performed in connection with the Services, inclusive of the COA culminating in the LPA.

### **1.3 PROJECT MANAGEMENT**

#### **1.3.1 Project Management Plan**

Within 40 business days after the Contract Administrator's issuance of the NTP, and prior to Consultant beginning work, Consultant must prepare a formal PMP document outlining the purposes of the Services, objectives, scope, key deliverables, and stakeholder roles, giving the County's Project Manager the ability to authorize Consultant to commence further work. The PMP must be coordinated and completed in conjunction with a Broward County Project Charter, which is used as a standard initiation document for PREMO projects. The PMP will be used to inform County and Consultant's Project team of the complete Scope of Services, schedule, and budget. The PMP will also include the following:

- overall Services descriptions and objectives.

- preliminary design guidance and criteria.
- project controls guidance, including information document control, recording of time and expenses.
- staffing plan and table of organization as well as a directory of all key Consultant personnel with contact information
- information on quality management, including the QMP for the Services.
- guidance on internal and external communication

### **1.3.2 General Project Administration and Document Control System**

Consultant is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information, and supporting Project documentation.

Consultant is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to County's Project Manager in a format prescribed by County's Project Manager with the corresponding invoice. Progress reports shall include Services performed during the reporting period, Services anticipated, meetings, challenges, and recommended solutions.

### **1.3.3 Monthly Progress Meetings**

Consultant must attend monthly progress meetings with County staff to communicate the status of the Services. 48 progress meetings are anticipated to be needed during the term of the Agreement.

### **1.3.4 Technical Expert Meetings**

Technical Expert Meetings are included in the Technical Sections under Task 3 Engineering.

#### **Task Deliverables:**

- Schedule
- Sub-Schedule with NEPA-related activities inclusive of the COA and culminating in the LPA
- PMP
- Estimated 48 Monthly Progress Meetings

### **1.3.5 Miscellaneous Project Meetings (Optional Services During Extension)**

If the Services continue beyond the initial four-year term and County exercises the extension for a fifth year of Services, , an additional year's worth of required meetings will be considered Optional Services:

The following are the anticipated meetings during a potential fifth year of Services:

- Monthly Progress Meeting (12)
- Technical Expert Meetings (6)
- FTA Monthly Meetings (12)

#### **Task Deliverables:**

- Miscellaneous Project Meetings
  - Monthly Progress Meeting (12)
  - Technical Expert Meetings (6)
  - FTA Monthly Meetings (12)

## **1.4 QUALITY MANAGEMENT**

Consultant is responsible for the quality of all deliverables (whether generated by Consultant or Subconsultants). Consultant will independently and continually review deliverables for accuracy and completeness. Consultant must develop and follow an internal Quality Control ("QC") process. The QC process intends to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

As part of the PMP, Consultant must submit its QMP to County's Project Manager, subject to their review

and written approval. The QMP shall include a QC Plan that will identify the deliverables, the personnel performing the reviews, and the method of documentation. Consultant's Project Manager will sign the QMP Plan.

Consultant must include documentation of reviews and a written resolution of comments with each submittal or deliverable to show adherence to the QC process.

**Task Deliverables:**

- Quality Management Plan (to be submitted as part of the PMP)

**1.5 SUBMITTALS**

Consultant will compile and transmit draft documents identified in this Scope of Services to County's Project Manager for review. For each submittal, Consultant will include a transmittal cover letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by County's Project Manager.

Consultant will only submit electronic copies to County's Project Manager.

County's Project Manager will review draft submittals and provide Consultant with review comments. Consultant will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. Consultant will assist County's Project Manager in resolving the comments received from BCT, cooperating agencies, resource agencies, and the public, including the preparation of individual responses.

For the submittals and deliverables identified in this Scope of Services as Optional Services for the Agreement, the estimated hours shown on the Staff Hour Estimate ("SHE") are for purposes of budgeting and contracting. Each Optional Service, including but not limited to additional project management and public involvement meetings, additional engineering design, additional environmental documentation services, and additional FTA and post-PD&E Study Services will be negotiated at the time of need (as determined by County's Project Manager) and will not commence until the Contract Administrator issues an NTP for the Optional Service(s). County does not guarantee that any quantity of Optional Services and all such Services are subject to a written Work Authorization and issuance of an NTP.

**1.5.1 Other Submittals**

Consultant will submit to County's Project Manager the final reports and other deliverables identified in this section. Consultant will submit to County's Project Manager two sets of CDs/DVDs or other portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Services, Consultant will transfer to County's Project Manager, in an organized manner, all Project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the Services in an acceptable portable storage drive.

Additionally, Consultant will upload all final submittals and appropriate supporting Project files to the Statewide Environmental Project Tracker ("SWEPT") upon completion of technical studies and environmental documents and as directed by County's Project Manager and FDOT.

**2 TASK 2: PUBLIC INVOLVEMENT**

Consultant must coordinate and perform the appropriate level of public involvement for this Project as outlined in Part 1, Chapter 11, and Part 2, Chapter 4 of the 2024 PD&E Manual, ("PD&E Manual"), and the FDOT Public Involvement Handbook. The PIP (as defined in Section 2.2.1 below) must comply with all applicable laws, including but not limited to NEPA and Title VI requirements. Consultant must provide

County's Project Manager drafts of all proposed public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with the following tasks for review and written approval.

## **2.1 PUBLIC INVOLVEMENT WORKING GROUP**

Consultant will coordinate with County's Project Manager to establish a fact-finding Public Involvement Working Group and a schedule of regular meetings that Consultant will attend. Consultant must coordinate and participate in a kick-off meeting with County's Project Manager to establish the goals and objectives of the public involvement program. Public Involvement Working Group meetings will take place prior to scheduled public meetings as listed in Task 2.3.1 and 2.3.2

- Internal Kick-off Meeting with County's Project Manager
- 6 Public Involvement Working Group Meetings

## **2.2 PUBLIC INVOLVEMENT PLAN**

### **2.2.1 Public Involvement Plan**

Consultant must develop, implement, and maintain a comprehensive PIP for the Project's planning, development, environmental, and preliminary engineering design that will engage the community and stakeholders along the Project alignment and the broader community in the County that will be impacted by the Project.

The PIP shall 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 will identify potentially affected stakeholders and communities in the Project vicinity to establish the appropriate outreach methods. This includes consideration of the demographics of the study area and any reasonable accommodations that may be required or are otherwise required by law or applicable regulation to effectively engage in outreach to these communities.

A sample template for the PIP is located in Part 1, Chapter 11 of the PD&E Manual. Consultant must develop the following elements of the PIP:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g., television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments. Discussion of public comments will be analyzed and incorporated, as appropriate.

Consultant must amend and update the PIP to account for technologies, alignments, class of action determination, and other issues that may require updates.

### **2.2.2 Public Involvement Data Collection**

Consultant must collect data specific to the public involvement process and assist County's Project Manager with preparing responses to any public inquiries received throughout the term of the Agreement. Consultant must maintain and regularly update the Project file, which will document a record of all public involvement activities for this Project. Consultant must maintain a summary report of all public comments collected, public inquiries received, and presentations provided throughout the term of the Agreement. Consultant must establish a Project email address in coordination with the County, to provide a centralized location for documenting email correspondence with the public.

Consultant will be responsible for identifying and maintaining the Project mailing list to include, as applicable or as requested by County's Project Manager, elected and appointed officials, community and other service groups (e.g., schools, churches, homeowner associations, etc.), native tribes, interested parties (e.g., any person or institution expressing an interest in the Project, business owners, property owners, and residents living within 300 feet of the Project area, any individual or organization that expresses and interest in the Project), affected parties, and potential permit and review agencies.

Consultant must investigate potential meeting locations to advise County's Project Manager of their suitability. County's Project Manager will approve the meeting location(s). Costs for meeting location rental, special equipment, and collateral material, including security, janitorial services, set-up, and insurance if required will be treated in accordance with the Reimbursable Expenses provisions of the Agreement. Consultant will be responsible for logistics with setting up the meetings.

## **2.3 PUBLIC MEETINGS**

### **2.3.1 Partners Kick-Off Workshop**

Consultant must prepare for and hold a kick-off workshop with County's Project Manager and other partners, namely MPO, FDOT, FAA, BCT, Broward County Public Works Department, BCAD, the Seaport, the Convention Center, Broward County Mobility Advancement Program and Florida Power and Light to introduce the Project, identify next steps, and obtain feedback from these agencies on elements of the Project. County's Project Manager will determine whether any feedback warrants changes to the Scope of Services described herein, and Consultant will work with County's Project Manager on additional scope and level of effort, if required.

- 1 Partners Kick-off Workshop

### **2.3.2 Scheduled Public Meetings**

Consultant will prepare, schedule, identify locations, attend, document, and provide follow-up services for each meeting. Each meeting will be conducted in a hybrid format (in-person with a virtual participation option). Consultant will be responsible for the hosting technology, videography, sound, and internet needs to facilitate in-person and virtual participation. The following meetings are anticipated to introduce the stakeholders, public, and elected officials to the Project:

- 1 Public Kick-off Meeting
- 2 Alternatives Public Workshops
- 1 Environmental Assessment Public Meeting

For any of the listed meetings, Consultant will be responsible for the following:

- Agenda
- Presentation scripts
- Comment cards, speaker cards, sign-in sheets
- Handouts in English, Spanish and Creole
- Wayfinding signage for in-person locations
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Virtual meeting equipment and services
- Display advertisements in English, Spanish, and Creole (publishing costs are subject to the Reimbursable Expenses provisions of the Agreement)
- Social media posts and advertisements (direct advertising costs are subject to the Reimbursable Expenses provisions of the Agreement)
- Letters for notification of elected and appointed officials, property owners, and other interested parties in English, Spanish, and Creole (cost of first-class postage and printing are subject to the Reimbursable Expenses provisions of the Agreement)

- News releases or Project fact sheets in English, Spanish, and Creole. County's Project Manager must review and approve news releases and fact sheets at least six weeks before the distribution or mail out.
- Written meeting summaries provided to County's Project Manager no later than five business days after the meeting
- Preparation of response written communications for County signature in response to public comments

Any materials prepared by Consultant for such meetings as listed above are subject to the review and written approval of County's Project Manager. Other than for items such as meeting summaries and responses to public comments made at meetings (and any other post-meeting written materials) Consultant must provide County's Project Manager with a draft of any proposed materials at least six weeks prior to the meeting. Consultant must assist County staff when facilitating the public information meetings/workshops to present Project results—any Project analysis result, including but not limited to preliminary engineering results, prospective alternatives, and environmental findings—and obtain comments related to the Project. The meeting format will be developed by Consultant and will be subject to the review and written approval by County's Project Manager. Consultant must participate in a briefing and debriefing meetings with County staff related to the Public Information Workshop. Consultant must attend the meetings with a suitable number of personnel with appropriate technical expertise (based on Project issues), as authorized by County's Project Manager, to assist County staff in such meetings.

### **2.3.3 Project Fact-Finding and Working Groups**

Consultant must establish, coordinate, prepare for, develop materials for, and attend Project Fact-Finding and Working Group meetings. This group will be comprised of representatives of homeowner's associations, business associations, advocacy organizations, and other stakeholder groups with an interest in the Project.

It is anticipated that 10 meetings will take place in coordination with significant milestones during the term of the Agreement.

### **2.3.4 Technical Expert Meetings**

Consultant must convene Technical Expert Meetings with technical specialists and subject matter experts to gather facts and information on the full range of technical issues associated with this Project (e.g., baggage handling, cruise/ferry passenger customer relations specialists, transit infrastructure and system, Seaport planning and operations experts, Airport operations experts, transportation providers, utilities, TOD, affordable housing, safety, security experts, etc.).

- 24 Meetings

### **2.3.5 Stakeholder Briefings/Presentations**

Consultant will hold up to 36 meetings, as requested by County's Project Manager, with anticipated stakeholders, which include municipal elected officials, appointed officials, and community groups. County's Project Manager will be responsible for briefing the County Commission. These briefings/presentations are primarily in anticipation of the public meetings and public hearing occurring.

- Up to 36 Stakeholder Briefings/Presentations Meetings, as requested by County's Project Manager
- Up to 20 Municipality Meetings/City Commission, as requested by County's Project Manager

## **2.4 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS**

### **2.4.1 Newsletters, Factsheet, and Website**

Consultant will develop one Project fact sheet in English, Spanish, and Creole in Tier 1 and one Project fact sheet update in English, Spanish, and Creole in Tier 2. The content of Tier 1 and 2 is further defined in Tasks 3.4 and 3.5. Consultant will prepare five Project newsletters in English, Spanish, and Creole to coincide with each Public Meeting. Consultant must develop a Project-specific website that will be hosted by County. The website shall serve as a public repository for Project information and presentations as well as an opportunity for the public to provide comments at any time. Consultant will provide County's Project Manager with

website content (copy, text, images, documents, etc.). County staff will update the website to include the following:

- One Project Factsheet (English, Spanish, Creole) in Tier 1
- One Project Factsheet (English, Spanish, Creole) in Tier 2
- One Project Factsheet update for LPA
- One Project Factsheet for (English, Spanish, Creole) NEPA Public Meeting/Hearing
- Website Development and up to 6 website updates, as may be requested by County's Project Manager

#### **2.4.2 Videos, Renderings, Fly-through, 3-D Visualization**

Consultant will develop the following:

- Two-minute fly-through video
- Renderings for station designs and other elements of the Project
- 3D Modeling: Including scene context development and multimodal simulation, editing, and post-processing for the Preferred Alternative

#### **2.4.3 Frequently Asked Questions**

Consultant must develop a series of FAQs for the various public meetings with responses to be vetted with and subject to written approval by County's Project Manager. Consultant will assist County's Project Manager with developing responses to public comments/inquiries and media requests.

### **2.5 COMMENTS AND COORDINATION REPORT**

Consultant must prepare a Comments and Coordination Report containing documentation for all public involvement activities conducted to support Preliminary Design and the PD&E Study, in accordance with Part 1, Chapter 11 of the PD&E Manual.

### **2.6 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT**

Consultant must prepare a display advertisement for the notification of the Approved Environmental Document, the publishing costs for which are subject to the Reimbursable Expenses provisions of the Agreement. County's Project Manager must review and approve the notice prior to publication.

### **2.7 PUBLIC HEARING (OPTIONAL SERVICES)**

Consultant must send notifications to the FTA, local governments, and regulatory agencies no more than 30 calendar days prior to the public hearing date.

Consultant must prepare the public hearing notifications to property owners on County's letterhead for County's Project Manager review and signature 15 calendar days prior to mailing or as directed by County's Project Manager. After County's Project Manager signs the letters, Consultant must send them by courier to Public Officials and via First Class Mail to all others. The letters must have County's return address. Consultant must send notification letters to property owners at least 17 to 24 calendar days prior to the public hearing. Consultant must provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register
- Notification on County's public notice webpages through County Public Information Officer
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public view.
- Presentation with script
- Proposed typical sections and aerials depicting alternative corridors and alternative alignments, as specified by County's Project Manager.
- Hard copies of technical reports and Environmental Documents
- Meeting location signs
- Brochures or handouts
- Title VI compliance signs

- NEPA Assignment compliance signs
- Security (off-duty law enforcement), if needed
- Display advertisements: any press releases and/or advertisements will indicate that the meeting is a County activity; publishing costs are subject to the Reimbursable Expenses provisions of the Agreement.
- Expenses associated with arranging for a court reporter to be present and obtaining transcripts of comments made during the Public Hearing
- Response to public comments Consultant will participate in briefing and debriefing meetings with County's Project Manager related to the Public Hearing.

Consultant must prepare response letters for County signature for all public comments. Any such response letters are subject to the review and written approval of County's Project Manager.

Consultant must prepare a presentation and collateral material for the public hearing. The public hearing will be conducted both in-person and virtually, to allow participants via the Internet. The meeting will be recorded for subsequent viewing by those who were unable to attend the meeting or wish to review the recorded meeting content. Venue rental costs are subject to the Reimbursable Expenses provisions of the Agreement. Consultant must attend up to three practice sessions, as requested by County's Project Manager, prior to any public meeting or presentation.

#### **Task Deliverables**

- Public Involvement Working Group Meetings (6 meetings)
- Internal Kick-Off Meeting with County staff
- Draft and Final PIP (to be updated after each public meeting)
- Public Meetings:
  - Partners Kick-off Workshop
  - Scheduled Public Meetings (1 Public Kick-off Meeting, 1 Environmental Assessment, 2 Public Workshops,)
  - Project Fact-Finding and Working Group Meetings (10 meetings)
  - Technical Expert Meetings (24 meetings)
  - Stakeholder Briefings Presentations
    - Up to 36 Stakeholder Briefings/Presentations Meetings, as requested by County's Project Manager
    - Up to 20 Municipality Meetings/City Commission, as requested by County's Project Manager
- Additional Public Involvement Requirements
  - Videos, Renderings, Fly-through, 3-D Visualization
  - Newsletter, Factsheet, and Website
  - FAQs
- Comment and Coordination Report
- Notification of Approved Environmental Document
- Public Hearing (Optional Services)

### **3 TASK 3: PRELIMINARY ENGINEERING**

Consultant must develop and analyze conceptual design alternatives to address the Project's purpose and need. Based on Consultant's engineering analysis, the public involvement process, and environmental analysis, County's Project Manager will identify a proposed design concept (the preferred alternative) to advance to the next design phase.

#### **3.1 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK**

Consultant will conduct the appropriate level of engineering and environmental analyses related to the

anticipated COA for this Project, as outlined in the PD&E Manual, the Florida Design Manual (“FDM”), NEPA, Project Design Criteria, and directed by the Project objectives. The level of analysis depends on the complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of the information/data available.

### **3.1.1 Governing Regulations/Industry Standards**

All Services must comply with all applicable manuals and guidelines issued by County, FDOT, FTA, and all applicable local, state, and federal regulations (collectively, Applicable Law) including, but not limited to:

- Applicable federal and state executive orders
- Broward County Code of Ordinances
- Florida Statutes
- Florida Administrative Code
- Federal Regulations, U.S. Codes, and Technical Advisories
- FTA Environmental Standard Operating Procedures
- PD&E Manual
- FDOT Efficient Transportation Decision Making (“ETDM”) Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Transit Facilities Design Guidelines
- FDOT State Park-and Ride Guide
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- Florida Design Manual
- Interchange Access Request User’s Guide
- Highway Capacity Manual Transportation Research Board (“TRB”)
- Manual on Uniform Traffic Studies (“MUTS”)
- Manual on Uniform Traffic Control Devices (“MUTCD”)
- Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook)
- American Association of State Highway and Transportation Officials (“AASHTO”), Federal Highway Administration (“FHWA”) Load and Resistance Factor Design (“LRFD”) Bridge Design Specifications
- Guide for the Development of Bicycle Facilities (AASHTO)
- Highway and Safety Manual
- Right-of-Way Mapping Handbook
- Survey and Mapping Handbook
- Right-of-Way Procedures Manual
- Location Survey Manual
- Electronic Field Book (“EFB”) User Handbook
- Drainage, Structures, Geotechnical Manuals
- Stormwater Management Facility Highway
- Aerial Surveying Standards for Transportation
- AASHTO Manual for Bridge Evaluation (“MBE”)
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals
- Quality/Level of Service Standards Handbook Software & Tables
- Project Traffic Forecasting Handbook Project Traffic Forecasting FDOT Procedure 525-030-120
- Florida Highway Landscape Guide
- Basis of Estimates Manual
- Flexible Pavement Design Manual
- Rigid Pavement Design Manual

- Pavement Type Selection Manual
- Fixing America's Surface Transportation ("FAST") Act
- Chapter 53 Title 49 of the U.S. Code
- FTA Capital Investment Grants Program Policy Guidance
- Americans with Disabilities Act of 1990 ("ADA") and the ADA Accessibility Guidelines ("ADAAG")
- Title VI of the Civil Rights Act
- National Fire Protection Association ("NFPA") Codes and standards
- Florida Building Code
- National Electric Code ("NEC")
- Crime Prevention Through Environmental Design ("CPTED")
- Applicable American Public Transportation Association ("APTA") publications

All Services must comply with all applicable industry standards, best practices, and recommendations including, but not limited to:

- American Railway Engineering and Maintenance-of-Way Association
- APTA Rail Transit System Standards-Requirements for Safe Operations in Yards and Maintenance Facilities
- United States Department of Transportation ("USDOT")

### **3.2 REVIEW OF PREVIOUS STUDIES**

Consultant must review and summarize previously completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project. The following studies were conducted for this Project and at a minimum should be considered:

- SunPort PD&E Study
- Final Pre-Planning report
- PREMO Plan
- TSYS
- The Airport APM Documents
- The Airport IMC Documents
- Port Everglades Master/Vision Plan Update (Ongoing)
- Eller Drive/McIntosh Road Intersection Improvement Feasibility Analysis (District 4/Seaport)
- The Airport Master Plan Documents, and
- Other studies as may be provided by County's Project Manager

### **3.3 PURPOSE AND NEED, PROJECT DEFINITION, GOALS AND OBJECTIVES**

Consultant must develop a purpose and need statement that accurately reflects the transit mobility problems for the Project ("Purpose and Need Statement"). This should be done in the context of defining the mobility needs along the entire alignment identified in the August 2023 PREMO report and how it may enhance the transit passenger and/or pedestrian experience, improve transit service reliability, and travel time, and encourage TOD.

Consultant must develop an overall set of goals and objectives that optimize the transit system planning needs. The Project studies shall reflect recent/planned investments that provide a historical context for transportation needs along the Project corridor.

#### **Task Deliverables:**

- Purpose and Need Statement Report (Draft and Final)
- Goals and Objectives Report (Draft and Final)

### **3.4 EXISTING CONDITION ANALYSIS**

#### **3.4.1 Data Collection**

Consultant will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop, and analyze Project alternatives, and assess constructability issues.

Consultant will collect data describing existing conditions and characteristics of the Project including safety, roadway geometrics, as-built plans, pavement reports, existing right of way, tax maps, maintenance maps, typical section elements, signalization, and other operational features, access features, and other data applicable to modes and sub-modes of transportation. Transportation methods may include pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, and coach buses), and freight users (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

Consultant will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project. Consultant must develop Geographic Information System (“GIS”) to capture salient information for the purposes of evaluation.

#### **Task Deliverables:**

- Data Collection and Field Review
- Existing Conditions Assessment Technical Memorandum (Draft and Final)

#### **3.4.2 Topographic Survey**

Consultant will provide a topographic survey and existing Project controls, such as benchmarks and reference points, for the Project baseline of survey. Consultant will review survey data for completeness and coordinate with County’s Project Manager if an additional design survey is needed. If County’s Project Manager is to provide the existing Survey data, Consultant will not be responsible for any impacts to the schedule if delays are encountered.

##### **3.4.2.1 Topographic Survey Design**

Consultant will conduct survey services associated with preliminary design activities related to this Project. The necessary design survey requirements will include all above and below-ground utility infrastructures, stormwater features, recovering and/or establishing Project horizontal and vertical control, baseline of survey/right of way establishment, and full design 3D/Digital Terrain Model (“DTM”) survey. Survey information will be gathered via conventional field data collection, electronic levels, Global Positioning System (“GPS”)/Real-Time Kinematic (“RTK”), Static and Mobile Light Detection and Ranging (“LiDAR”) methods.

##### **3.4.2.2 Photogrammetry (Optional Services)**

Consultant will conduct preliminary design photogrammetric services for this Project if required.

#### **3.4.3 Geotechnical Investigation**

Consultant will be responsible for a preliminary geotechnical investigation and report. All work performed by Consultant shall be in accordance with County standards or as otherwise directed by County’s Project Manager. County’s Project Manager will make interpretations and changes regarding geotechnical standards, policies, and procedures and provide guidance to Consultant.

Before beginning each phase of investigation and after the Project NTP is issued, Consultant must submit an investigation plan to County’s Project Manager, subject to their review and written approval, and meet with County’s Project Manager to review the proposed geotechnical scope and County requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all

existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the Project site.

#### **Tier 1: Desktop Study**

- Research historical aerial photographs from the University of Florida's Digital Map Archives.
- Research Broward County's USDA/NRCS Soil Survey map unit(s) for the site.
- Research other nearby Seaport, Airport, and Broward County projects for soil conditions.
- Coordinate with County's Project Manager to access this information.
- Review available information for nearby FDOT structures. Research any other nearby projects for soil conditions (if any nearby).
- Incorporate the results and general preliminary recommendations regarding site suitability for development in a written report.

#### **Tier 2: Conceptual Alternatives**

- Perform site reconnaissance and stake boring locations for each of the two selected design alternatives.
- Request utility location services from Sunshine811.
- Obtain Broward County ROW/Maintenance of Traffic ("MOT") permits, FDOT General Use Permit, and Lane Closure Request Form ("LCIS") to perform Services as described in the geotechnical investigation plan, within the existing roadway, if required.
- Coordinate with County's Project Manager and County representatives for, the Airport and Seaport.
- Provide MOT in accordance with FDOT Standard Indices.
- Perform 16 standard penetration test ("SPT") borings to depths ranging from 25 feet to 100 feet below existing grades (as described below) along the Project alignments.
  - Assumes no new borings for the elevated guideways. Will only use existing data for the evaluation.
  - Stations: 8 SPT borings will be performed to a depth of 25 feet below the existing ground surface for each of the stations.
  - Maintenance Facility: 4 SPT borings will be performed to a depth of 25 feet below the existing ground surface for the maintenance facility.
  - Parking Garage:
    - Two SPT borings will be performed to a depth of 75 feet below the existing ground surface for the parking garage.
    - Two SPT borings will be performed to a depth of 100 feet below the existing ground surface for the parking garage.
- Perform Drainage Testing: Perform 4 South Florida Water Management District ("SFWMD") Constant Head, Usual Condition, Open Hole exfiltration/percolation tests at two depth intervals: from 0 to 10 feet and 0 to 15 feet (50% of tests must go to 15 feet).
- Visually classify the soil samples in the laboratory using the Unified Soil Classification System ("USCS") and conduct a laboratory testing program as needed for classification and index property testing. Laboratory tests include moisture content (817), organic content (819), and particle size analysis (822).
- Report the results of the field exploration. The results of the geotechnical evaluation will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.
- All geotechnical engineering Services must be performed in accordance with the requirements of the FDOT Soil and Foundation Handbook.

#### **Preferred Alternative (Optional Services)**

- Perform Project site reconnaissance and stake boring locations for the final selected preferred design

- alternative.
- Request utility location services from Sunshine811.
  - Obtain Broward County ROW/MOT permits and FDOT General Use Permit and LCIS to perform the Services within the existing roadway, if required.
  - Coordinate with County's Project Manager, the Airport, and the Seaport.
  - Provide Maintenance of Traffic in accordance with FDOT Standard Indices, as needed.
  - Perform a total of 96 SPT borings at the Project site.
    - Elevated Guideways:
      - 15 SPT borings will be performed to a depth of 125 feet below the existing ground surface.
      - 55 SPT borings will be performed to a depth of 100 feet below the existing ground surface.
      - Two Phases:
        - Phase 1: 12 borings along each alternative with an approximate spacing of 1500ft.
        - Phase 2: 41 borings for the preferred alternative with an approximate spacing of 350ft.
      - Perform rock coring at 10 locations. Assume the rock coring will be performed for 40 feet (from approx. 50 to 90 feet depth).
  - Drainage Testing: Perform 10 SFWMD Constant Head, Usual Condition, Open Hole exfiltration/percolation tests at two depth intervals: from 0 to 10 feet and from 0 to 15 feet (50% of tests must go to 15 feet).
  - Visually classify the soil samples in the laboratory using the USCS and conduct a laboratory testing program as needed for classification and index property testing. Laboratory tests include moisture content (817), organic content (819), and particle size analysis (822). Includes corrosion testing on soil and water samples every 1,500 LF along the alignment.
  - Documentation: Report the results of the field exploration. The results of the preliminary geotechnical evaluation will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

**Task Deliverables:**

- Preliminary Geotechnical Report(s) (Draft and Final)

### **3.5 DEVELOPMENT OF ALTERNATIVES**

Consultant will identify, develop, assess, and screen preliminary potential Project alternatives that will meet the purpose and need for this Project. By considering the Project goals and objectives, purpose and need, and results of the ETDM Programming screen event (if applicable), Consultant, in consultation with County's Project Manager, will identify and document alternatives to be eliminated from further detailed studies. Only viable or feasible alternatives should be carried forward for detailed studies. Preliminary alternatives may include:

- No-Action Alternative, or No-Build Alternative
- Transportation Systems Management and Operations ("TSM&O") Component/Alternative
- Build Alternative(s)

#### **3.5.1 Definition of Conceptual Tier 1 Alternatives**

Consultant will refine Project alternatives based on evaluation and public and partner input. Consultant must develop up to 10 initial conceptual build alternatives (modal technologies and general horizontal alignments) as part of Tier 1. These alternatives, to the extent practicable, will address the purpose and need established for the Project while considering previously completed planning products.

Consultant will develop performance characteristics descriptions of each mode to be considered for a

conceptual alternative. The performance characteristics descriptions will be based on examples of each mode currently operating within the United States. If no such mode exists within the United States, Consultant will use one or more examples from other countries.

The performance characteristics descriptions will form the basis for developing the conceptual alternatives. Experimental and demonstration modes will not be considered for this study. Similarly, modes that have not been deployed in a similar geography and with similar speed, capacity, and frequency characteristics will not be considered. The candidate modes are subject to the review and written approval by County's Project Manager. Once the list of candidate alternatives is established, only modes on that list will be considered. Reasons for rejecting other modes and general alignments will be documented and made available as part of the Project record.

It is anticipated that certain modes will not be appropriate for certain alignments. Once mode/alignment combinations are rejected, they will not be further examined in subsequent stages of the Services performed under the Agreement.

These alternatives will include preliminary information about:

- General alignments alternatives (north-south) along:
  - Eisenhower Boulevard
  - SE 14th Avenue and SE 26th Street
  - Florida East Coast ("FEC") Railroad Main Line spur and Northport spur.
- Mode/vehicle technology including:
  - BRT
  - Commuter Rail Transit
  - Heavy Rail Transit
  - LRT
  - Hybrid or Diesel Light Rail Transit
  - Automated Guideway Transit ("AGT") APM Transit
  - Personal Rapid Transit/Autonomous Vehicle Network
  - Monorail Transit
  - Maglev Transit
  - Aerial Tramway Transit

In addition to the conceptual alternatives, Consultant will define the no-build alternative ("No-Build"). The No-Build should include planned improvements to the regional transportation network that are contained within the financially constrained 2050 Long Range Transportation Plan ("LRTP"), and that have a reasonable expectation of being implemented.

Consultant will document the conceptual alternatives for the public outreach process. These alternatives will be interactively refined throughout the corridor analysis phase of planning.

### **3.5.2 Screening of Conceptual Tier 1 Alternatives**

By considering Project goals and objectives, purpose and need, and results of environmental screening, Consultant in consultation with County's Project Manager and Project stakeholders will develop a matrix-based methodology to conduct a quantitative and qualitative evaluation of the conceptual alternatives, addressing impacts, performance, and costs. The analysis will identify and document alternatives to be eliminated from further detailed study in consultation with Project partners, subject to the review and written approval of County's Project Manager. Up to two viable alternatives (modes) will be carried forward with various potential alignments for detailed study as part of Tier 2. Multiple alignment options can be bundled together into a smaller number of alternatives.

Consultant will conduct a general analysis, using readily available data and information, to populate the

matrix arraying the results of the analysis for each alternative against the conceptual alternatives evaluation criteria. The analysis will include the identification of any Project-related environmental fatal flaws by conducting a GIS Data Inventory. Consultant will present the results to stakeholder groups, including the appropriate local and/or regional MPO.

**Task Deliverables:**

- Tier 1 Alternative Evaluation Criteria Matrix
- Tier 1 Conceptual Alternative Screening Results Technical Memorandum of (Draft and Final)

**3.5.3 Refinement of Tier 1 Alternatives and Development of Tier 2 Alternatives**

Consultant will refine the top two viable alternatives which will include two modes, each with various potential alignments. The alignments will include modifications and enhancements to the various conceptual alternatives. Consultant will refine the top two viable alternatives by addressing the following elements:

- Horizontal and vertical alignment
- Elevated guideway structural needs
- Roadway features and modifications
- Roadway Geometry
- Roadway Operations
- Transit station and mobility hub locations (footprint, right-of-way needs, platforms, canopies, transit terminals, and park-and-ride/kiss-and-ride facilities (Optional Services), traffic/pedestrian/bicycle access/crossing needs to/from each site) and configurations (center, side) including terminal stations and all intermediate stations.
- Station platform passenger access (ramp, stair, elevator, and/or escalator) location
- Mode/vehicle technology needed for the selected Tier 2 candidate transit modes.
- Transit ridership
- Existing/Other Transit Stops, including bus/trolley stop consolidation and other operational and service improvements
- Land use including joint development at stations.
- Transit Operating strategies/plans (e.g., frequency of service peak and off-peak periods, span of service, and limited-stop/skip-stop service)
- Peak transit vehicle requirements
- Multi-tracking needs (crossovers, passing sidings, vehicle storage, etc.)
- Electrical substation locations and configuration
- Communication and electronics needs
- Environmental characteristics
- Refined maintenance and storage facilities locations and basic configurations including full and light designs.
- Utility, Railroad and Drainage impacts
- Transit Systems performance
- Sustainability and Resilience

Consultant will overlay refined alternatives on the base map and prepare descriptive exhibits suitable for presentation to Project partners who will be further identified during the public involvement process, elected officials, the public, and interested parties.

**Task Deliverables:**

- Tier 2 Conceptual Alternatives Analysis Technical Memorandum of (Draft and Final)

**3.5.4 Selection of Preferred Alternative**

Consultant, in coordination with County's Project Manager, will select a Preferred Alternative, which will

be derived from the Tier 2 Alternatives. The Preferred Alternative will have many of the characteristics of the conceptual alternatives but is intended to take the best aspects of all the conceptual alignments. The Preferred Alternative will include alternatives for the transit infrastructure, station, pedestrian bridge, maintenance/storage, and typical accessory facilities including site location.

### **3.6 TRAVEL DEMAND (Tier 2 and Preferred Alternative)**

#### **3.6.1 Travel Surveys**

Consultant will obtain from County's Project Manager all currently existing data sources and will estimate the ridership based on this data.

#### **3.6.2 Travel Demand Forecasting**

Consultant must develop travel demand forecasts for the opening and design year traffic as well as transit forecast data required for the submittal of a CIG application.

##### **3.6.2.1 Southeast Florida Regional Planning Model ("SERPM")**

Consultant must collect data, develop methodology, and forecast future year volumes. The development of future forecast volumes will be based on the 2050 available forecasts at the time of study.

Existing Year - Consultant must develop an Existing Year representation of the study subarea.

- Review and edit the highway and transit network within the study area to ensure they align with Existing Year conditions.
- (Optional Services) Update the Traffic Analysis Zone structure and centroid connectors, if needed, to ensure adequate representation of the study area's land-use and network loading points.
- (Optional Services) Develop land-use inputs for Existing Year via interpolation of projections available from the MPO.

No additional land-use data will be developed. If interim year volumes are required, the output volumes will be interpolated by Consultant. The input skims to Simplified Trips-on-Project Software ("STOPS") will either be the 2020 or 2050 network skims. No new skim files will be created.

Opening Year No-Build - The Opening Year No-Build scenario is built upon the Existing Year scenario and the same input networks are considered for the Opening Year scenario. The future year network will be based on the adopted 2050 LRTP project lists.

- The input data for the Opening Year scenarios is generated using interpolation of the reviewed SERPM data between the base year and the horizon year. (Optional Services)

Consultant must model the following alternatives for Opening and Design years:

- No-Build
- Build: (two alternatives/two modes)

Consultant must conduct a comprehensive evaluation of these alternatives, employing various performance metrics such as Vehicle Mile Travelled ("VMT"), and Vehicle Hours Travelled ("VHT"). As Optional Services, Consultant will employ other performance metrics such as transit ridership, station boardings, number of transfers, and transit travel times, this information will only be obtained from STOPS and not compared to the SERPM numbers.

Based on this evaluation, the Preferred Build Alternative will be identified as the final LPA, subject to final review and written approval by County's Project Manager.

Subsequently, as Optional Services, Consultant will use the LPA to evaluate transit ridership using the STOPS model. Ridership will only be obtained from the STOPS model and not compared to the SERPM.

Consultant must develop opening year and design year ridership forecasts for the No-Build and the LPA in close coordination with the FTA.

Consultant must compile all the activities conducted for this task along with the SERPM and STOPS results into a single technical memorandum.

### **3.6.2.2 Simplified Trips-On-Project Software**

Consultant must use the existing countywide STOPS model and perform the following tasks:

- Reviewing/verifying the existing model for the application of this study.
- Coding of the different scenarios, including the alignment of the different services
- Analyzing the existing data sources associated with the Airport, Seaport, and Convention Center and developing the input data for the special markets tool
- Developing a method and tool to create the ridership associated with the special markets (markets that are not captured by STOPS)
- Running the special market demand tool and analyzing the results. This will be an iterative process that requires close coordination with FTA
- Summarizing the results of the different scenarios and different markets
- Documenting the results in a technical memorandum

Optional Services:

- Updating to the most recent data sources will be performed by Consultant, including calibration /validation checks.
- Analyzing the data to develop the daily peak periods as well as the annual seasonality of the ridership.
- Developing a methodology to estimate the effect of the peak and season on the ridership.

Consultant must use the calibrated STOPS model to evaluate different operating scenarios and alternative alignments and station locations for the Project to help optimize cost-effectiveness and inform the decision of a Preferred Alternative. After confirmation of the LPA and CIG Project definition, this model will be used to prepare the current and horizon year No-Build and build scenarios following modeling guidelines from the FTA to produce the outputs required for use in the latest New Starts application template in the format required to obtain an FTA project rating, such as trips on Project, transit-dependent trips, new linked trips, and VMT.

Consultant must coordinate with the FTA and address all FTA comments on the calibrated model before applying the model to the Project.

Consultant must produce existing year and horizon year forecast output results to support one CIG Application, including boardings by mode, linked trips on the Project, ridership on the Project by transit-dependent households, and route level boardings for the routes directly in the Project corridor.

Consultant must produce the necessary ridership information needed to coordinate the CIG Application. This task includes the preparation of one technical memorandum describing the forecast results and any updates to model parameters made during the forecast effort. Station-level boardings must be included in the documentation as will documentation of the FTA discussions.

No-Build & Future Alternatives:

Consultant must prepare and optimize travel forecasts for No-Build and LPA for the base year and future years. Consultant must also perform park-and-ride and kiss-and-ride sensitivity tests.

Consultant will code up to three alternatives, two builds and the No-Build for Tier 2 to be used for estimating

the future year forecasts as well as the existing or opening year build forecasts.

Consultant must tabulate and compare the results from the base year, No-Build, and LPA forecasts, and address questions related to differences among the results of the various runs performed.

**Task Deliverables:**

- Travel Forecasting Methodology (Draft and Final)
- SERPM and STOPS Travel Forecasting Technical Memorandum (Draft and Final)
- Capital Investment Grant calculations.

**3.6.3 Transportation and Mobility Benefits**

Consultant will evaluate the potential Project impact on mobility and accessibility regarding all transportation modes (i.e., pedestrian, bicycle, transit, and vehicles) in the study area. The results will be documented in a clear manner for the use of decision makers of various levels of technical background, including the public. Tables, graphs, infographics, and maps are anticipated necessary products from the analysis of mobility impacts.

It is recommended that benefits are calculated using the USDOT and FTA benefit evaluation guidance.

**Task Deliverable**

- Mobility Benefits Memorandum (Draft and Final) – to be developed as part of Task 6.6.2

**3.7 TRAFFIC ANALYSIS**

Consultant will review existing traffic data from planning studies to conduct traffic analysis for this Project and determine whether additional data may be needed. Consultant must collect additional data for the study area if data gaps are identified. Previous analysis from planning studies with data older than 24 months should be validated and checked for reasonableness. If the traffic validation exercise reveals that the existing counts available are not valid anymore, then a methodology should be developed to update the traffic. Furthermore, a field inspection should be conducted to confirm existing characteristics.

**3.7.1 Traffic Analysis Methodology**

Consultant will perform traffic analysis in accordance with guidance from the PD&E Manual, Traffic Analysis Handbook 2021, Project Traffic Forecasting Handbook 2024, and Broward County Traffic Engineering Division requirements. Consultant will prepare a forecast and analysis methodology which is subject to the review and written approval of County's Project Manager prior to beginning any analysis. The methodology must state the type of documentation, Project study area to be analyzed, analysis tools, data requirements, Project alternatives, and method and assumptions that will be used to analyze existing and future traffic and safety conditions. It must also establish the performance Measures of Effectiveness ("MOE") for conducting a comparative evaluation of alternatives. The development of future forecast data will be developed as described in Section 3.6.2. If the 2050 SERPM model is not available, the 2045 SERPM model networks will be updated to correspond with the adopted project lists in the adopted LRTPs.

Capacity analysis will be based on the latest Highway Capacity Manual procedures as applicable. Use of micro-simulation software such as Verkehr In Städten – SIMulationsmodell ("VISSIM") is anticipated for this Project. Calibration and validation are required when a microscopic simulation approach is used. Data should be gathered in accordance with the Traffic Analysis Handbook 2021.

**Task Deliverable:**

- Traffic Analysis Methodology Technical Memorandum (Draft and Final).

**3.7.2 Traffic/ Travel Data Collection**

### **Existing Traffic Data**

Consultant must obtain and review all traffic data relevant to the Project. The existing traffic data may be obtained from the following sources:

- Florida Traffic Online (“FTO”)
- FDOT Transportation Data and Analytics (“TDA”) Roadway Characteristics Inventory (“RCI”)
- Straight-Line Diagrams (“SLD”)
- Florida Geographic Data Library (“FGDL”)
- Florida Aerial Photography Archive Collection (“APAC”)
- Regional Integrated Transportation Information System (“RITIS”)
- FDOT’s eTraffic
- State and local governments’ crash databases.
- State and local governments’ signal timing data bases.
- Seaport/FDOT Cameras Data
- Traffic data from previous or on-going traffic studies.
- The 2024 Port Everglades Master Vision Plan
- Preliminary Engineering and Traffic Analysis (“PETA”) Study

### **Seaport Security Entry Dates Traffic County Bi-directional**

Consultant must collect vehicular volume and classification data at the four security gates at the Seaport located on Eisenhower Boulevard, I-595, State Road 84, and McIntosh Road. Consultant must report the counts hourly in 15-minute intervals for each lane at each entry gate.

- Four-day vehicular volume and vehicular classification counts: Consultant must collect and record four-day vehicular volume with vehicle classification counts by hourly or 15-minute intervals. The vehicular classifications shall include:
  - Passenger Vehicles (including cars, SUVs, passenger vans, minibuses, and buses), (personal auto, friend/family auto, work auto, rental auto, for-hire vehicles (Taxi Cab, Rideshare/TNC, other private for-hire vehicles)), coach bus (Airport-Seaport cruise shuttle, MIA Airport-Seaport cruise shuttle, charter bus, intercity bus, excursion bus), courtesy shuttle bus/van (hotel, rental car, Brightline, Tri-Rail, remote parking facility, private).
    - Cruise passenger vehicles
    - Cruise employee/crew vehicles
    - Non-cruise employee/crew vehicles
    - Visitor vehicles
  - Non-passenger Vehicles (trucks, tankers, work vans, etc.)
    - Container vehicles
    - Non-container vehicles (cargo, fuel, other)
- Entry Date Queue, Delay, Processing Time: Consultant must collect vehicular queue, delay, and processing time for a seven-day period at each of the four entry gates. The collected data should be reported hourly (15-minute increments) by lane at each of the four entry gates.

Consultant must collect traffic data during time periods that are representative of peak cruise season operations, and during special events at the Broward County Convention Center.

### **Roadway Segments Traffic Counts**

Consultant must collect four-day, 24-hour bi-directional counts and vehicle classification on roadway segments throughout the study area, which includes the following 12 locations:

1. NE 7 Avenue: north of the proposed Intermodal Center
2. McIntosh Road at the security entry gate
3. Eller Drive: between McIntosh Drive and Eisenhower Boulevard
4. Eisenhower Boulevard: south of State Road 84

5. Eisenhower Boulevard: between SE 20 Street and SE 17 Street
6. Eisenhower Boulevard: just south of the security entry gate
7. SR 84 / Marina Boulevard: west of US-1
8. SR 84 / Marina Boulevard: east of US-1
9. US-1 / N Federal Highway: south of SR 84
10. US-1 / N Federal Highway: between SR 84 and SE 17 Street
11. SE 17 Street / A1A Jimmy Buffett Memorial Highway: between SE 15 Avenue and Eisenhower Boulevard
12. SE 17 Street / A1A Jimmy Buffett Memorial Highway: east of Eisenhower Boulevard

Consultant must collect the traffic data during time periods that are representative of peak cruise season operations, and during special events at the Convention Center.

### **Turning Movement Counts (“TMC”)**

Consultant must collect nine-hour turning movement counts (3 hours AM peak period, 3 hours Mid-day peak period, and 3 hours PM peak period) for a four-day period. The TMCs shall include freight/truck, bicycle, and pedestrian counts. Queue length will also be collected during this task. Consultant must collect TMCs at the following intersections:

#### Signalized Intersections:

1. Eller Drive at NE 7 Avenue
2. Port Everglades Expressway at Eller Drive / McIntosh Road
3. Eller Drive at SE 19 Avenue
4. SR 84 / Marina Boulevard at US-1 / N Federal Highway
5. SR 84 / Marina Boulevard at Eisenhower Boulevard
6. Eisenhower Boulevard at SE 20 Street
7. Eisenhower Boulevard at SE 17 Street / A1A Jimmy Buffett Memorial Highway

### **Travel Time and Delay**

Consultant must collect travel time and delay data for nine hours (three hours AM peak, three hours Mid-day, and 3 hours PM peak) for a four-day period for the following origin/destination trips:

- To/From the Airport Terminal 3 to/from Seaport Terminal 25 via Eller Drive
- To/From the Airport Terminal 3 to/from Seaport Terminal 25 via Spangler Blvd
- To/From the Airport Terminal 3 to/from Seaport Terminal 4 via US 1 and SR-84
- To/From the Airport Terminal 3 to/from the Convention Center building entrance via US 1 and SE 17th Street.
- To/From the intersection of Seabreeze Boulevard and Holiday Drive to/from the Convention Center building entrance.

### **Travel Speeds**

Consultant will obtain travel time speeds from RITIS for nine hours (three hours AM peak period, 3 hours Mid-day period, and 3 hours PM peak period) for a seven-day period for the arterial segments of the study area. The arterial segments include:

- SE 17 Street from US-1 to Eisenhower Boulevard.
- State Road 84 from US-1 to Eisenhower Boulevard.
- SR – 818 / Griffin Road from I-95 to US-1
- US-1 from Old Griffin Road to State Road 84

### **Field Reviews**

Consultant must perform field reviews for one hour during each peak period analyzed at each entry date of the Seaport (four locations) and at each signalized study intersection (16 locations). A clear statement shall

be included in the traffic report along with a description of all observed field variations to substantiate that this data collection step was completed.

### **Parking Data**

Consultant must obtain available parking capacity and utilization data from Port Everglades Authority for the on-site and off-site parking areas and listed below. The parking data shall include entry/exit counts and vehicle duration, if available. The parking garages and parking lots include:

- Heron parking garage
- Palm Parking garage
- Parking lot A
- Parking lot B
- Parking lot C
- Seaport Parking lot
- Convention Center garage and lots during special event
- Administrative offices lot.
- Global Entry Enrollment Center lot
- Remote Private parking lots at Park N Go (plus shuttle vehicles versus private vehicles to/from the Airport and the Seaport)
- Cell phone waiting lot
- Heron garage Shuttle trips and boardings and alightings

### **Transit Data**

County's Project Manager will provide transit data for all transit routes, and transit stations/stops within the study area. The data must include total riders boarding and alighting at each transit station/stop reported daily, weekly, monthly, and yearly.

#### **3.7.3 Calibration and Validation Data**

Consultant will collect calibration and validation data for the Project analysis in accordance with Part 2, Chapter 2 of the PD&E Manual and the 2021 Traffic Analysis Handbook and methodology as agreed upon in the analysis methodology.

#### **3.7.4 Existing Traffic Operational Analysis**

Consultant will conduct existing (base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. All existing design hourly volumes must be balanced before being used in the analysis.

#### **3.7.5 Future Demand Forecasting**

**No-Build Volumes:** Consultant will develop opening year and design year design hourly volumes for the No-Build Alternative in accordance with the Project Traffic Forecasting, FDOT Procedure No. 525-030-120 (as may be amended). The need for interim year analysis will be determined in the traffic analysis methodology. **Build Alternatives Volumes:** Consultant will develop opening year and design year design hourly volumes only for up to three alternatives. The need for interim year analysis will be determined in the traffic analysis methodology.

#### **3.7.6 No-Build Analysis**

Consultant will analyze the operational performance of the No-Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the Project. Consultant will evaluate the operational effectiveness of the No-Build Alternative using agreed-upon performance MOEs. The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

### **3.7.7 Operational Evaluation of Build Alternatives**

Consultant will analyze the operational performance of the two modes/alternatives for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, freight, and transit modes as appropriate. The analysis may include other measures where appropriate to the goals and objectives of the Project. Consultant will evaluate the operational effectiveness of Build Alternatives using agreed-upon performance MOEs.

### **3.7.8 Safety**

#### **3.7.8.1 Existing Safety Conditions Analysis**

Consultant must prepare a Safety Analysis based on the available most recent five years of historical crash data from Signal Four Analytics. The analysis will document relevant crash statistics including crash frequencies, crash types, crash contributing causes, and crash attributes for fatal, bicycle, and pedestrian crashes. The analysis will also consider Federal Railroad Administration (“FRA”) crash data. The study area for the safety analysis shall be the same area used for the traffic operational analysis as determined in the traffic methodology.

Consultant must collect and analyze crash data along the following roadways within the Seaport and within ½ mile of the Seaport boundaries:

- I-595
- Eller Drive (SR-862)
- NE 7<sup>th</sup> Avenue
- SR 84
- Spangler Boulevard
- SR A1A/17<sup>th</sup> Street
- Eisenhower Boulevard

#### **3.7.8.2 Future Safety Conditions Analysis**

Consultant must perform the future conditions safety analysis to assess the potential safety benefits of any intersection improvements in comparison to a no-action condition using crash modification factors (“CMF”s) or the Highway Safety Manual (“HSM”) predictive method. The HSM predictive method uses Safety Performance Functions (“SPFs”) and Crash Modification Factors (“CMFs”) to estimate safety performance. This study assumes that CMF factors will be borrowed from the FHWA clearinghouse or relevant literature rather than developing CMF.

It should be noted that because the application of HSM methodologies is often limited, Consultant must also determine crash rates in comparison with Statewide/District rates, identify high crash locations, and prepare crash heat maps to identify clusters.

Consultant will include and document the safety analysis findings in the PTAR. Additionally, Consultant will summarize it in the PER and Environmental Document if safety is part of the Project's purpose and need.

### **3.7.9 Project Traffic Analysis Report**

As described in Part 2, Chapters 2 and 3 of the PD&E Manual, Consultant will prepare the PTAR to document development of design traffic volumes and results of the traffic analysis for No-Build and Build Alternatives, which includes the transit, bicycle, and pedestrian analysis. The results must be shown on diagrams for each alternative and discussed in the report. The PTAR will also summarize the comparison of the operational and safety performance of all alternatives evaluated in detail and how they perform against each other.

#### **Task Deliverable:**

- PTAR (Draft and Final)

### **3.7.10 Signalization Analysis (Optional Services)**

Consultant must prepare a Signalization Design set in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Consultant will develop signal timing design and signal operation design as follows:

- Up to 8 signalized intersections, as requested by County's Project Manager
- 1 Build Alternatives
- 1 analysis year (opening year)
- 2 peak periods

#### **Task Deliverable:**

- Signal Timing Analysis Design

### **3.7.11 Traffic Data for Noise Study (OPTIONAL SERVICE)**

Consultant will provide traffic data required for the noise study in accordance with the Traffic Noise Modeling and Analysis Practitioners Handbook, and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No-Build alternatives:

- LOS C directional hourly volumes
- Number of Lanes
- Demand peak hourly volumes (peak and off-peak directions)
- Existing and proposed posted speed.
- Target Speed
- Percentage of heavy trucks in the design hour
- Percentage of medium trucks in the design hour
- Percentage of buses in the design hour
- Percentage of motorcycles in the design hour

#### **Task Deliverable:**

- Traffic data section of Noise Study

## **3.8 UTILITIES AND RAILROAD**

### **3.8.1 Utilities**

Prior to starting utility coordination, Consultant must meet with County's Project Manager for guidance to ensure that all necessary utility coordination will be accomplished in accordance with County procedures.

It is anticipated that up to 10 Utility Agency Owners ("UAO"s) are within or adjacent to the Project, but it is the responsibility of Consultant to determine the final list of UAOs within the Project area:

Consultant will prepare a Utility Assessment Package in accordance with Part 2, Chapter 21 of the PD&E Manual that summarizes the results of the coordination with utility providers. The Utility Assessment Package shall contain the following items:

- Names of all identified UAOs
- One set of arials denoting the location of major existing and planned utility facilities
- A description of all existing and planned utilities as per information provided by County's Project Manager and based on coordination with UAOs.
- A discussion of mitigation/avoidance recommendations to reduce utility conflicts
- A cost estimate and anticipated time frames for relocation of major facilities where conflicts are anticipated to be unavoidable (including ROW costs)
- A discussion of joint ROW acquisition

- A discussion of ROW needs for Florida Gas Transmission , if applicable
- A discussion of which UAOs are likely to enter a Utility Work by Highway Contractor Agreement (“UWHCA”)
- A description of existing or proposed encroachments onto any UAO easement or property interest as well as any subordinations
- Information concerning the UAO disposition if it is determined that a UAO will not be affected by the Project.

Consultant must meet with each UAO to discuss utility impacts related to the Project alternatives.

**Task Deliverables:**

- Utility Assessment Package
- Utility Request Package
- Utility Meetings with UAOs

**3.8.2 Utilities (Optional Services)**

If the Project is identified to have a substantial utility concern as determined by County and Consultant, detailed locations of utilities may be required at early stages of the Project, this includes Quality Levels B, C, and D outlined in the FDOT Plans Preparation Manual Volume 1, including but not limited to Survey (Designates) and/or Subsurface Utility Engineering (“SUE”), as well as ground penetrating radar (“GPR”) to locate underground utilities, identifying the type, size, and location of utilities, creating detailed maps and drawings of the utility network, and providing a comprehensive report detailing findings.

The following are included as part of Quality Level B, C, and D tasks:

- Obtain all necessary permits from city, County, municipality, railroad, or other entity.
- Coordinate with UAOs and the appropriate governmental jurisdictions in researching the location(s) of existing utilities. Secure all "as built" plans, plats, and other necessary data as supplied by the utility companies.
- Designate, record, and mark the horizontal location of existing underground utilities and their major laterals to existing buildings. Horizontal surveying of underground utilities shall be accurate to applicable survey standards.
- Recommend test locations based on the requirements of the Project and on existing subsurface information.
- Conduct test pits or excavations where necessary to verify utility location and condition, especially for critical or unclear areas.
- Determine and inform County’s Project Manager of the approximate depth of all existing utilities as determined by subsurface utility designating techniques when readings appear valid.
- Record and mark the horizontal location of existing poles for overhead utility facilities.
- Provide all maintenance and control of traffic to perform the work.
- Translate utility data to the appropriate CADD format.

**Task Deliverables:**

- Report outlining all the findings, avoidance alternates, required adjustments/relocations, and cost estimates to perform relocations.

**3.8.3 Railroads**

Consultant in coordination with County’s Project Manager, will coordinate with the Railroad Companies operating in the Project corridor and FEC Railway. Consultant will address impacts of the Project on existing railroad crossings. Consultant will analyze elevated crossings to determine clearance envelope constraints. Consultant will develop roadway and transit railroad crossings appropriate for the Project.

### **3.9 BASIS OF DESIGN**

#### **3.9.1 Basis of Design (PD&E Study Tier 2 and Preferred Alternative)**

Consultant must develop the materials necessary to provide for a uniform basis of design for LRT, APM, or other alternative systems during the PD&E Study Task. The basis of design shall apply to all County LRT, APM, or other alternative projects from planning, design, construction, operations, and maintenance of new LRT, APM, or other alternative systems.

Preliminary Basis of Design must include considerations for:

- Proven hardware such as established manufacturers, documented operating history, and available off the shelf/spare parts.
- Design Life, including minimum design life, specified for structures, facilities, vehicles, and major system equipment.
- System Safety and Security (design, ADA, signage, CIL, hazard mitigation)
- Design and Operating speed.
- Service Integration of other modes of transportation and/or regional transportation system, and interchange of passengers
- Weather Conditions Operating Criteria

Consultant must develop the Preliminary Basis of Design at a minimum for:

- General Requirements
- Operations
- Environmental
- Track Alignment and Vehicle Clearance
- Track Work
- Civil Work
- Utilities
- Structural
- Stations
- Landscaping
- Traffic Control and LRT or other alternatives Signal Priority System (if applicable)
- Light Rail or other alternative Vehicles / Off Wire Systems
- Overhead Catenary/Power Contact System
- Electric Traction Power Supply and Distribution System
- Train Control & Signaling
- Communications
- Fare Collection System
- Stray Current and Corrosion Control
- Multi-Modal Integrated Operations Control Center
- Vehicle Maintenance and Storage Facilities
- Pedestrian Crossings
- Park and Ride /Kiss and Ride Facilities.
- Baggage Handling
- Vertical Transportation at stations and vertical access/exit locations along the pedestrian bridges
- Moving walkways along the pedestrian bridges.
- Sustainability
- Wayfinding/Themes for Site, stations, maintenance/storage, system wide, and park-and-ride
- Art-In Public Spaces

**Task Deliverables:**

- Basis of Design

### **3.9.2 Final Basis of Design (Optional Services)**

Consultant must update the Basis of Design developed for the PD&E Study to reflect any changes for the LPA.

#### **Task Deliverables:**

- Final Basis of Design

## **3.10 ROADWAY DESIGN**

It is anticipated that a roadway preliminary design will be required for NE 7 Avenue, Eisenhower Boulevard, and new access roadways for proposed transit stations.

For each Tier 2 Alternative, Consultant must develop the design as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

### **3.10.1 Design Controls and Criteria**

Consultant will define design controls and criteria and design initial geometrics and other roadway elements. Roadway design criteria are anticipated for the following roads.

- NW 7<sup>th</sup> Ave
- I-595 On-Ramp
- Eisenhower Blvd.
- Eller Dr.

### **3.10.2 Typical Section Analysis (Excluding Pavement)**

Consultant will develop critical conceptual typical sections for Tier 2 Alternatives that address transportation needs and context. Development of typical sections must consider the needs of all Project users and the approaches contained in the FDOT's Context Classification Guide and Complete Streets, FDOT Policy No. 000-625-017 (as may be amended).

#### **Task Deliverables:**

- Tier 2 Typical Section Analysis for the assumed 2 Build Alternatives (5% Design)
- Preferred Alternative Typical Section Analysis for the selected alternative (30% Design)

### **3.10.3 Geometric Design**

Consultant will perform geometric design using the established Project design controls and criteria. Consultant will also use Project traffic data and results of traffic analysis to design appropriate roadway elements. Consultant will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of Project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets, and any additional information, as required.

#### **Task Deliverables:**

- Tier 2 - 3 Alternatives: Refine TSM&O and Tier 2 Build Alternatives
- Preferred Alternative: Refine Preferred Alternative

### **3.10.4 Temporary Traffic Control Analysis ("TTCA")**

Consultant will conduct the required analysis for a TTCA. The TTCA will include construction phasing typical sections for each phase on each of the impacted roadways, as well as constructability and ability to maintain traffic during construction will be considered an evaluation factor during Tier 2 screenings.

#### **Task Deliverables:**

- Tier 2 - 2 Alternatives: Conceptual Design (5% Design)
- Preferred Alternative: Refine Preferred Alternative (30% Design)

### **3.10.5 Signing and Pavement Marking Analysis (30% Design) (Optional Services)**

Consultant must analyze signing and pavement markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Consultant must prepare the Signing & Marking Design file for a rolling plot to include all necessary design elements (will consider major overhead guide sign placement and configuration) for the Preferred Alternative only, including proposed pavement markings and signage. An assessment of existing signage will be included.

### **3.10.6 Conceptual ITS Con-Ops and PROJECT SYSTEMS ENGINEERING MANAGEMENT PLAN (30% Design) (Optional Services)**

Consultant must perform a systems engineering analysis including developing Concept of Operations (“ConOps”) and Project System Engineering Management Plan (“PSEMP”) documents as required by FDOT Systems Engineering and Intelligent Transportation Systems (“ITS”) Architecture Procedure (FDOT Procedure Number 750-040-003) and in accordance with the D4 TSM&O Master Plan. The ConOps document will address the operational scenarios and objectives and overall functionality of the Project and address deployment, operations, and maintenance issues as they relate to transit operations, transit stations, proposed maintenance facility, and vehicular traffic. Items to be included in the ConOps document are:

- Fiber optic communications for signals (including hardware, software, and network requirements)
- Travel-time system requirements including operability with elevated rail
- Operations and maintenance needs in coordination with County staff, FDOT, and BCT (including demarcation points for shared infrastructure, TSP, and Automated Traffic Signal Performance Measures (“ATSPM”))
- Development of active work zone management strategies
- ITS elements at Park & Ride sites and Parking Garages
- A high-level ITS concept design and construction and O&M cost estimate for the Preferred Alternative

The PSEMP will provide updated planning guidance for the technical management, procurement, installation, and acceptance of the Project’s ITS components for the Preferred Alternative only.

### **3.10.7 Conceptual Design**

Consultant will develop a 5% level conceptual design for the Tier 2 Alternatives followed by a 30% level conceptual design for the final Preferred Alternative to satisfy FTA Capital Investment Grants Policy Guidance, which shall include the following items:

- Typical Section
- Roadway Roll-plots
- Roadway Profile on Roll-plots
- Conceptual Drainage Map
- Temporary Traffic Control Typical Sections
- Utility Adjustment Sheets/Utility Verification Data Sheet
- Maintenance and Storage Facility Design Roll-plots

#### **Optional Services**

- ITS Concept Design Roll Plot (Draft and Final)
- ConOps Document (Draft and Final)
- PSEMP Document (Draft and Final)
- Plan sheets Production for 30% (from Roll plots)

**Task Deliverables:**

- 5% Conceptual Design Roll-plots (Tier 2 Alternatives)
- 30% Design Roll-plots (Preferred Alternative)
- Plan sheets Production for 30% (from Roll plots) (Optional Services)

**3.10.8 Access Management (Optional Services)**

Consultant will review the FDOT standards of the access management classification, found in Part 2, Chapter 201 of the FDM (as may be amended), and evaluate its application to the Project. Consultant will recommend the proper access classification and standard to be applied to the Project.

Consultant will show appropriate access management features on the concept design drawings. Changes in access management should be consistent with the FDOT's Median Opening and Access Management, FDOT Procedure No. 625-010-021 (as may be amended), and documented in the appropriate sections of the PER and the Environmental Document.

The proposed access management plan will be presented as part of the public involvement process, in accordance with Part 2, Chapter 3 of the PD&E Manual. If a meeting is required, it may be combined with the PD&E Study Public Hearing or other Public Meeting.

**Task Deliverables**

- Access Management Plan (Draft and Final)

**3.10.9 Multimodal Accommodations (Optional Services)**

Consultant will identify and evaluate accommodations of freight, parking, pedestrian, bicycle, and transit, including shuttle busses, and analyze the existing and planned multimodal needs and develop alternatives to accommodate these users. Consultant will coordinate with local governments, MPO, transportation agencies, local Bike/Ped Office(s), rails to trails, etc., and the public in order to understand the transportation needs of users of all ages and abilities to promote the efficient development of multimodal transportation systems.

Consultant will collect necessary data related to existing and planned transit infrastructure and service characteristics within the study area including stop locations, alignment/routing, frequency, span, vehicle loads, vehicle speeds and delays, excess passenger wait and transfer times, and ridership by stop and by route. Consultant will analyze the existing and planned transit system to identify deficiencies both from a transit agency and transit user perspective.

**Task Deliverable:**

- Multimodal Accommodations Memorandum (Draft and Final)

**3.10.10 Travel Demand Management Strategy and Policy (Optional Services)**

Consultant will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the Project.

Consultant will also develop travel demand and site access policies to enhance operations within the study area. These policies could include:

- Limits on certain classes of vehicles (e.g., commercial vehicles, privately-owned passenger vehicles, for-hire vehicles, courtesy vehicles, trucks, common carrier vehicles) within certain areas of the study area and at certain times of the day or year (e.g., peak periods, mornings of cruises, etc.)
- Changes in security protocols within the Port
- Use of employee and customer parking within the study area including supply and pricing
- Others (to be determined)

### **3.10.11 Landscaping Analysis (Optional Services)**

Consultant will research and collect data necessary to complete the initial landscaping design and analysis of the preferred alternative. The research and data collection will include the identification of opportunities and constraints of the proposed Project based on existing site conditions.

Consultant must conduct interdisciplinary coordination with other disciplines to include architecture, engineering rail design, signing, road crossings, utilities, lighting, drainage, and ITS Landscape Analysis Specific Activities.

Consultant must develop and produce Opportunities/Constraints Design for the Preferred Alternative. The design drawings are anticipated to include:

- New Stations and Typical Station
- Identification of potential areas of landscape along the Project corridor
- A Cost Estimate for the preferred alternative
- Coordination with FTA
- Site Visits (review Project site one day, two persons walk thru)

#### **Task Deliverable:**

- Opportunities/Constraints Design for the Preferred Alternative (Draft and Final)

### **3.11 DRAINAGE**

Consultant will perform a drainage analysis in accordance with Part 2, Chapters 11 and 13 of the PD&E Manual and the FDOT's Drainage Manual, FDOT Procedure No. 625-040-002. Consultant must incorporate or consider any other related technical report findings into the Drainage Reports.

#### **3.11.1 Floodplain and Drainage Data Collection**

Consultant will gather floodplain data from FEMA Flood Insurance Rate Maps, and other relevant sources including local government, local agencies, and regulatory agencies. Consultant will gather data for drainage analysis including LiDAR, existing survey data, USGS Quadrangle Maps, and field observations.

#### **3.11.2 Drainage Analysis**

Consultant will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. Consultant will analyze and determine high water elevations and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, performing the preliminary design of potential cross drain and outfall structures, and identifying the recommended conceptual drainage design for the Project.

#### **3.11.3 Floodplain Compensation Analysis**

For each roadway alternative, Consultant will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report ("PSR"). Consultant must also determine floodplain base floor elevation based on the base elevations established for the applicable station, maintenance/storage, and accessory building location.

#### **3.11.4 Sea Level Rise Analysis**

For each alternative within the Coastal Building Zone as defined in 62S-7.010 F.A.C. (as may be amended), Consultant will perform a Sea Level Impact Projection ("SLIP") Study as described in Part 2, Chapter 3 of the PD&E Manual. Up to one sea level planning horizon will be evaluated.

### **3.11.5 Stormwater Management Analysis**

Consultant will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

As directed by County's Project Manager, Consultant will conduct the following design services and submittals.

- Identify and analyze dry retention ponds and underground storage to attenuate peak discharges and provide floodplain compensation.
- Identify and analyze drainage injection wells to attenuate peak discharges and provide floodplain compensation.
- Identify and analyze up to two stormwater pump stations to provide additional drainage injection well capacity to attenuate peak discharges and provide floodplain compensation.
- Prepare up to two Pond Siting Reports, as requested by County's Project Manager.

Consultant will also use BMP Trains software to analyze the nutrient removal requirement as required under the new Statewide Stormwater Rule, as per CS/SB 7040: Ratification of the Department of Environmental Protection's Rules Relating to Stormwater.

### **3.11.6 Location Hydraulics Report**

Consultant must develop the Location Hydraulics Report in accordance with Part 2, Chapter 13 of the PD&E Manual.

### **3.11.7 Bridge Hydraulic Evaluation (Optional Services)**

Consultant will evaluate bridge hydraulics to determine the hydraulic length of the bridge or the length necessary to meet the hydraulic requirement and document it in the Location Hydraulics report.

### **3.11.8 Existing Permit Analysis**

Data gathering including desktop analysis of local, state, and federal drainage permits.

#### **Task Deliverables:**

Consultant must develop Conceptual Drainage Design for Tier 2 Alternatives and 30% Conceptual Design for the Preferred Alternative.

- Location Hydraulic Report (Draft and Final)
- 5% Drainage Design (Tier 2)
- 30% Drainage Design (Preferred Alternative)
- Storm Water Pollution Prevention Drawings
- Conceptual Drainage Report

### **3.12 IDENTIFY CONSTRUCTION SEGMENTS (Optional Services)**

Consultant will identify Project segments and associated construction segments along with a definition of implementation phasing. If required, Consultant will identify shorter (i.e., minimum operable segment) intermediate-cost alternatives in the segment determination. This must be included in the PER.

### **3.13 STRUCTURES**

Consultant must provide the preliminary structural design of the aerial transit guideway, at-grade improvements, retaining walls, storage and turnback facility, station structures, pedestrian bridges, and parking garages for the Tier 2 Alternatives analysis.

#### **3.13.1 Existing Structures**

Consultant will collect the existing structures data as identified in Part 2, Chapter 3 of the PD&E Manual. The following existing structures have been identified for evaluation.

- Existing bridges

- Retaining walls
- Box culverts, and
- Miscellaneous structures

For existing bridges, Consultant will consider the age, sufficiency rating, typical section, repair costs, vertical and horizontal clearance, historic significance, maintenance of traffic, and availability of a detour route to determine if the bridge needs to be repaired or replaced.

### **3.13.2 Structure Typical Sections and Pier Placement**

Consultant will develop typical section options for the alignment/bridges proposed as part of the Tier 2 analysis. Consultant will also develop span arrangement and pier placement for Tier 2 analysis options (up to three).

### **3.13.3 Proposed Structures**

Consultant will consider the proposed typical section, navigation requirements, vertical and horizontal clearance requirements, location hydraulic evaluation and scour analysis, geotechnical data, security requirements, aesthetics considerations, and potential pier locations.

Consultant will document structural design calculations and design assumptions used in the analysis in the PER and/or Bridge Development Report (“BDR”) – Optional Services.

Consultant will evaluate Tier 2 Alternatives pier layouts with long and continuous spans, including horizontal and vertical alignment, vertical and horizontal clearances, alignment skews, and baseline intersections.

Consultant will consider three options for bridge geometry evaluation:

- Horizontal curve radius
- Span length
- Mix user of structural types

Consultant will consider the following options for the evaluation of superstructure alternatives:

- Florida I-Beam
- Florida U-Beam
- Steel Plate and Tubs Girder
- Post-Tensioned Tub Girders
- Segmental

Consultant will consider the following options for the evaluation of substructure and foundation alternatives:

- Substructure: Hammer-head Piers, Multi-column Piers, Cantilever-Piers (“C-Piers”), and Straddle Piers
- Foundations: Prestressed Concrete Piles, Steel HP piles, Drilled Shafts, and Auger Cast Piles

#### Other considerations:

For each type of structure and spacings, Consultant will further identify potential impacts on the following elements at a high level: aesthetics, impacts to traffic control, constructability/staged construction, capital cost, right-of-way, and environmental factors.

Consultant will consider three types of platforms for stations:

- Center Platform
- Split Platform
- Tri-Platform

Consultant will analyze structural options for each type of platform. The superstructure options include prestressed concrete beams and steel girders. The substructure options include hammerhead, C-Pier, and straddle piers. The findings on station structures will be included in the BDR. The details for station structures will be included in the 30% Structures Designs.

**Pedestrian Bridges, Retaining Walls, Storage and Turnback Facility, and Parking Structured Garage:**

Consultant will develop preliminary design and calculation for the proposed pedestrian bridges, retaining walls, storage and turnback facilities, and parking structured garage. These elements will be documented as part of the Bridge Analysis Report (“BAR”) in Tier 2 analysis and Bridge Development Report and the 30% Structure Designs for the Preferred Alternative.

**3.13.4 Documentation**

As part of the Tier 2 analysis, Consultant will prepare a BAR for Structures and Bridges. BAR will document preliminary bridge analysis with supporting location and design recommendations for each variable structure alternative (if applicable).

Consultant will also prepare a BDR as part of Optional Services. The BDR is intended to establish all the basic parameters that will affect the work done in the Design phase. The BDR phase of work will contain sufficient detail for the justification of the proposed bridge type. The 30% Structures Designs will be included as an appendix to the BDR.

Consultant will submit the BAR to County’s Project Manager subject to their review and written approval. The results of the analysis will be further discussed with FDOT and County’s Project Manager, and the selected structure type and spacing will be used for the development of the final alignment, development BDR, and 30% design for the Preferred Alternative.

**Task Deliverable:**

- Bridge Analysis Report (Draft and Final) 5% for Tier 2 Analysis
- Bridge Development Report (Draft and Final) 30% for the Preferred Analysis (Optional Services)

**3.13.5 30% Structures Design for the Preferred Alternative**

For the Preferred Alternative, Consultant must prepare 30% structural design using the following design criteria:

- Design loads the aerial guideway shall be as defined in the AASHTO LRFD.

The following will be considered, as appropriate, as part of the 30% design:

- General Layout Design: Consultant must incorporate preliminary bridge geometry. Consultant must develop drawings to provide casting geometry calculations, general structure plans, elevations throughout the Project corridor and at interface with stations, and miscellaneous drawings on coinciding drainage, walkway, and poles.
- End Bent Design: Consultant will provide end bent design, including end bent geometry at the end of the Project, end bent structural design, end bent plan, and elevation.
- Pier Designs: Consultant must incorporate pier geometry determined in previous tasks above . Consultant will also provide a conceptual pier stability analysis/rail structure interaction analysis, determine pier construction loads, conceptual pier structural design, pier plan, and elevations.
- Miscellaneous Substructure Design: Consultant must develop a conceptual foundation layout.
- Superstructure Design: Consultant must provide conceptual superstructure design. Consultant will consider the special analysis required for the superstructure design.
- Miscellaneous Details: As part of the Conceptual 30% Design, Consultant will provide the erection/construction sequence.
- Preliminary pedestrian bridge and parking garage structural analysis.

**Task Deliverables:**

- 30% Structural Design

**3.14 TRANSIT DESIGN**

Consultant must develop 5% transit design roll-plots for the Tier 2 Alternatives followed by 30% transit design roll-plots for the Preferred Alternative (alignment and station locations), including stations, alignment refinements, and adjustments to service plans to maximize ridership potential. Consultant must also produce preliminary systems engineering determinations and a concept of operations for the final Preferred Alternative.

**3.14.1 Station Development**

Consultant will identify the station function and needs for all proposed stations. Consultant will identify the basic features to be accommodated at the stations, including platform configuration, passenger amenities, such as shelters, benches, telephones, schedule boards, and other features; and station access and circulation elements, emergency call stations (Blue Light Phones), emergency evacuation plans, and ADA features for up to four stations (the number to be determined by County's Project Manager).

Vertical circulation elements will consider elements such as elevator redundancy and the number of elevators and escalators. The design will only identify the location of the vertical circulation elements.

- Wayfinding at Stations, Pedestrian bridges, maintenance/storage, and Park-and-Ride locations
- Art-in-public spaces at stations
- Architectural lighting at stations, maintenance/storage
- Horizontal movable walkways at pedestrian bridges

**Optional Services:**

- Wayfinding at Park-and-Ride locations
- Architectural lighting Park-and-Ride locations

**3.14.2 Architectural/Civil Schematic Design Documents**

Consultant will prepare the following design documents meeting the described requirements:

- Architectural and Civil site drawings(s) showing, in addition to site survey requirements, landscaping, drainage, water retention ponds, sewage disposal, water-supply systems, chilled water supply and return piping, and such physical features that may adversely affect or enhance the safety, health welfare, visual environment, or comfort of the occupants.
- Drawing(s) to include the following deliverables:
  - Floor drawings produced at an architectural scale that will allow the entire facility to be shown on one sheet, without break lines, and which indicates Project phasing as applicable to this Scope of Services.
- Exterior building elevations to illustrate and indicate the scale, finish, size, and fenestration of the facility.
- Determination if U.S. Green Building Council Leadership in Energy and Environmental Design ("LEED") or comparable third-party certification (i.e., ENERGY STAR, BREEAM) is achievable for the Project.
- Design to meet or exceed the Florida Energy Efficiency Code for Building Construction ("FEEC").

**Task deliverables:**

- Station Architectural / Civil Concept Design Submittals - (Based on one station type)
- Maintenance Facility Architectural / Civil Conceptual Design
- Accessory Buildings Architectural / Civil Conceptual Design - (Based on three substation types)
- Park and Ride Parking Structure Architectural / Civil Conceptual Design (Optional Services)

### **3.14.3 Proposed Transit Service Plan**

Consultant will develop a transit service plan for the Preferred Alternative. The service plan will include potential improvements to the alignment and service frequency of parallel and intersecting routes. Consultant will consider all existing transit services connecting to and in the vicinity of the alternatives as part of the evaluation of alternatives. This includes the integration of the proposed alternatives with existing modes. Additionally, Consultant will identify recommendations for the existing transit service that would maximize the potential for intermodal connections. Such recommendations could include elements related to service frequency, span, routes, and modes.

#### **Task Deliverables:**

- Conceptual Transit Service Plan (for Tier 2 Alternatives)
- Transit Service Plan (for the Preferred Alternative)

### **3.14.4 Track Alignment Development**

Consultant will develop alignment to address stakeholder input. The alignment will include locations of all proposed special trackwork, including turnouts, crossovers, pocket track(s), and tail tracks.

Consultant must develop track alignment design drawings for the Preferred Alternative for use and reference for other design disciplines. The Preferred Alternative Alignment will include geometric annotations such as stationing, spirals, curves, cardinal points, special trackwork labels, top-of-rail elevations, and proposed grades. Locations of other major wayside features, including traction power substations and station locations, will also be included.

The alignment development will include design coordination with structures for guideway adjustments and pier locations, roadway for pier locations and median openings, facilities for tie-ins to the proposed light maintenance facility, and architecture for adjusted station platform locations and configuration.

#### **Task Deliverables**

- Track Alignment Design Drawings (roll-plot over profile) for the Tier 2 Alternatives
- Track Alignment Plan and Profile Drawings (roll-plots over profile) for the Preferred Alternative
- Critical Typical Cross Sections

### **3.14.5 Preliminary Systems Engineering**

Consultant must prepare preliminary engineering designs for the Project's system-wide components including fare collection, traction power, signals and train control, communications, corrosion control, and system safety and security.

Consultant will manage and coordinate Project integration and interface requirements with other disciplines as required. Consultant will coordinate with County's Project Manager, and request associated available documentation, including plans, criteria, and details, to define the systems requirements.

#### **Traction Power**

Consultant must develop a conceptual design for the Tier 2 Alternatives. After the preferred alignment has been established, including the locations of each proposed passenger station and locations of special trackwork, Consultant must prepare a preliminary Load Flow Analysis. TPSS locations will also be evaluated for impacts to right-of-way, utilities, future maintenance, and roadway access. Develop and identify characteristics required as input for civil engineering and systems preliminary engineering efforts including functional description and operation philosophy; incoming electric power service and its characteristics from service providers along the Project corridor; computer-based system simulation analysis to determine substation ratings and spacing; protective relaying requirements; substation drawings; and one-line diagrams.

Prepare a Preliminary Load Study Report, laying down the details and design criteria necessary for subsequent preliminary engineering for the traction power supply, third rail, and corrosion control systems, including hourly, daily, and monthly power demand patterns; energy consumption; fault current; rating criteria for transformers, rectifiers, and feeder cables; and substation grounding criteria. Identify the physical size and possible right-of-way locations of traction power substations for the line and prepare preliminary site drawings for these locations.

#### Signals and Train Control

Consultant must develop and identify characteristics required as input for civil engineering and systems preliminary engineering efforts including functional description and operation philosophy; wayside requirements such as signals; rating and placement of impedance bonds; input power requirements; and equipment space and access requirements, all to be consistent with current rail vehicle onboard equipment.

#### Communications

Consultant must develop and identify characteristics required as input for civil engineering and systems preliminary engineering efforts including: functional description and operating philosophy; interface philosophy with existing communication systems and future extensions; station and wayside requirements such as SCADA, radio base stations, conduits, cabling, and antennas; central control facilities including equipment and space requirements; block diagram of the overall system; requirements for Closed Circuit Television (“CCTV”), radio, telephone public address, emergency phone, intercom communication; and provisions for fare collection system interface and onboard equipment.

The preliminary communications design will address network requirements, block diagrams, connections to the existing communications network, Supervisory Control and Data Acquisition (“SCADA”) requirements, facility monitoring systems, radio requirements, telephones, and CCTV commensurate with BCT’s design criteria.

#### Fare Collection

Consultant must develop and identify characteristics for an optimal fare collection system, fare media, fare products, structures and technologies, payment systems, and methods. Consultant must collaborate with County’s Project Manager to evaluate required interoperability and provide recommendations for fare options.

#### Vehicle Concepts

Through collaboration with County’s Project Manager and coordination with other disciplines involved in the Project, Consultant must develop and identify preliminary characteristics and concepts of the vehicle to operate on the Project’s future rail network. The concept will be developed with a focus on customer experience, safety, reliability, and quality. The concept document shall establish the framework to proceed with the development of technical specifications for the vehicle.

#### Corrosion Control

Consultant must develop and identify a preliminary list of corrosion control features that can be considered for Tier 2 modes alignment. The corrosion control features will be limited to general details and not be location specific. This information will be included in a technical memorandum. The technical memorandum will generally address power and signal grounding; lightning protection, cathodic protection, stray current protection, and corrosion control, including design criteria and general mitigation measures to be incorporated.

#### System Safety and Security

Consultant will describe safety-related tasks of system safety management and system safety engineering, including the system safety organization, task responsibilities, system safety milestones, safety and security awareness, and program interfaces. Consultant will also perform safety and security reviews of the overall

design for two modes and refined of the LPA. This information will be memorialized in separate technical memoranda.

Consultant will coordinate this effort with County's Safety and Security and Compliance Director, FDOT District 4 - Safety and Security Oversight Program Manager, State Strategic Highway Safety Plans ("SHSP") or a Highway Safety Improvement Program, other state, County, and local security and safety initiatives, existing safety and/or security committees, and local first responders.

The analysis will consider pedestrians and bicyclists, station accessibility, operational security and safety, roadway hazards and mitigation, and the environment.

#### **Task Deliverables**

- Traction Power Load Flow Analysis
- Train Control Requirements and Schematics
- Communications Requirements and Schematics
- Fare Collection Requirements Document
- Vehicle Concept Document
- Corrosion Control Technical Memorandum
- System Safety and Security Technical Memorandum
- TPSS Site Concept Drawings

#### **3.14.6 Operational Analysis**

Consultant will develop rail operations analysis on the selected systems using network simulation tools (either Rail Traffic Controller ("RTC") software or OpenTrack, based on the client preference) to analyze future transit services through the scope of the Project and provide feedback to other design team members such as track, train control and signaling systems, traction power, and rail facilities. The main tasks of rail Operations Analysis are highlighted as follows:

- Data Collection: Gather respective information and data to build simulation models, including:
  - Proposed alignment of two selected transit systems (e.g., LRT, APM, AGT)
  - Identification of stop points such as IMC, Cruise terminals, Convention Center, and the parking areas.
  - Technical info on the future trainset/fleets (weight, length, capacity, traction and braking systems, train control and signaling systems)
- Model Development: Building rail network simulation model for the selected system, including.
  - Infrastructure components such as tracks, station layouts, switches/crossovers, signals and train control system, storage tracks
  - Vehicles and trainsets
  - Train services including peak and off-peak trains (shuttle and local services)
- Preliminary Service Design and Rail Operation Analysis: Conducting rail network simulation runs based on models developed for the selected transit system to identify possible bottlenecks and operating requirements through the system/alignment based on projected demand (seasonal vs annual, peak vs. off-peak). Main outputs/ analysis to be delivered:
  - Daily traffic flow (shuttle and local services) using projected demand at the Airport, IMC, cruise terminals, Convention Center, the parking areas, during off-peak and peak hours.
  - Headway analysis assuming two primary scenarios: a realistic and a most optimistic projected demand for cruise services (all terminals) and the Convention Center.
  - Fleet size estimates required for each operations scenario and forecasted demand (seasonal/annual) to cover both local and shuttle rail services.
  - Size and capacity evaluations of storage tracks to park vehicles/trainsets during off-peak and overnight hours

- Additional infrastructure components evaluations (e.g., bypass tracks, Dimond Crossover (“DXO”) or pocket-track) to provide smoother rail operations or expand capacity limits.
- Different train control and signaling systems analysis that can improve operational requirements (e.g., Communication-Based Train Control (“CBTC”), Automatic Train Operation (“ATO”).
- (If necessary) System integration between the Project scope and Airport APM system evaluation as a one-seat ride system, as well as transfer/junction station between this Project and the future downtown LRT system.
- Preliminary Train Dynamics Analysis: In addition to network simulation modeling, Consultant must conduct a preliminary train dynamics analysis using TEDS Simulator (developed/supported by FRA) in order to evaluate the ride quality of trains and evaluate horizontal and vertical alignment specifications, particularly for alternative alignments with significant ascending/descending grades or sharp horizontal curves. This analysis mainly covers the following areas:
  - Evaluate selected train configurations and propulsion systems, in terms of speed profile (max and average attainable speed), and train performance over selected segments of the alignment.
  - Evaluate the ride quality of selected transit system across the entire alignment in terms of vehicle coupler forces, acceleration/deceleration, and jerk parameters.

**Task Deliverable:**

- Preliminary Rail Operation Analysis for Tier 2 Alternative modes
- Refined Rail Operational Analysis for the Preferred Alternative

**3.14.7 Baggage Handling Plan**

Consultant must develop a comprehensive integrated baggage-handling preliminary plan. The preliminary plan shall include the following goals:

- Ensure that the baggage handling system integrates smoothly with existing operations.
- Optimize the handling to minimize wait times and improve passenger satisfaction.
- Implement protocols that enhance the safety and security of baggage throughout the transit process.
- Design a system that can adapt to future growth in passenger volume and technological advancement.

Consultant must analyze any current baggage handling processes to identify gaps and opportunities for improvement. Consultant must include operational protocols including handling lost or delayed baggage. Consultant must ensure the plan complies with aviation and maritime security standards.

The plan shall include the following three alternatives:

- Alternate 1: Bags transported by bonded truck.
- Alternate 2: Bags transported using transit car.
- Alternate 3: Bags transported on a baggage conveyor system installed under the transit structure.

Consultant must collect data on current baggage volumes and common issues.

**Task Deliverables:**

- Data collection/Analysis
- Program Requirements
- Conceptual Baggage Handling Plan (Tier 2)
- Refined Baggage Handling Plan (Preferred Alternative)

**3.14.8 Alternative Site Assessment for Maintenance and Storage Facilities**

Consultant will coordinate with County’s Project Manager to assess the vehicle storage and maintenance capacity required for the Project. Consultant will coordinate with County’s Project Manager to identify

facility needs.

Based on this analysis, Consultant will define the functional requirements for any needed facilities and determine the approximate size and footprint of the facility or facilities. Consultant must develop a conceptual layout of a typical site for the facility or facilities for Tier 1 Alternatives. At this level of definition, the spatial requirements and organizational logic can be factored in using the number of vehicles to be serviced and stored and the unit space. Consultant must document the results of the VSMF analysis in a VSMF Report and further refined for the Tier 2 Alternatives. Consultant will submit the VSMF Report to County's Project Manager for review and comment. The level of detail will only be conceptual and only enough to develop order of magnitude ("OOM") costs for the facility.

**Task Deliverable:**

- VSMF Report (Draft and Final) - Layout Sketch of proposed VSMF and requirements overview with OOM costs
- 30% Conceptual Design for the Preferred Alternative

**3.14.9 Urban Design, Transit-Oriented Development, Affordable Housing Nexus (Optional Services)**

As part of this task, Consultant will develop urban design concepts that demonstrate the functioning of the Project concept and how the concept can enhance the surrounding community. While the entire Project corridor and adjacent real estate will be explored, particular attention must be paid to the potential of the 17<sup>th</sup> Street Causeway Corridor and the area around the Convention Center for a future "hub" for TOD, including affordable housing.

In addition to 17<sup>th</sup> Street Causeway Corridor, Consultant will consider and identify up to five additional potential sites (as may be requested by the County's Project Manager) along the entire Project corridor for TOD/joint development.

**3.14.9.1 Existing Conditions Assessment and Guiding Principles for the Station Areas**

Consultant will undertake an existing conditions assessment for the Project corridor and each potential station area, ensuring that the FTA's proposed land use criterion as part of the CIG Policy Guidance is included. Consultant will identify and summarize relevant findings, such as commute patterns, areas of concentrated economic growth and employment, and current and proposed transportation and mobility changes. This analysis will be performed for each proposed station area, identified with County and key stakeholders. Consultant will supplement these findings with on-the-ground place analysis and additional research on current conditions and projected trends affecting each station area and the overall Project corridor.

This analysis will include an evaluation of demographics, market conditions, existing affordable housing, commute patterns, and housing and employment trends using resources such as the U.S. Census, Longitudinal Employer-Household Dynamics, Bureau of Labor Statistics, CoStar, Zillow, Replica, and regional real estate market reports. We will also review local planning and land use studies/policies, such as Port Everglades Master/Vision Plan Update, BrowardNEXT: Broward County's Land Use and Comprehensive Plans, City of Fort Lauderdale Comprehensive Plan, Dania Beach Comprehensive Plan, and Hollywood City-Wide Master Plan. Additionally, Consultant will draw on national and international best practices, using TOD precedents and case studies from similar contexts and urban areas, especially around the delivery of affordable housing in relation to new transit systems and stations.

**3.14.9.2 Engagement and Visioning**

As part of the broader engagement program Consultant will scope and facilitate visioning workshops with County's Project team, other relevant County staff and major stakeholders, and planning officials in each local jurisdiction, as identified as part of the wider engagement scope. These stakeholders will be defined as part of the overall engagement task.

Specific to TOD and affordable housing planning, Consultant will seek to understand as part of the engagement the vision, objectives, and drivers for the station corridor and each station area. Strengths, opportunities, and constraints will also be identified and documented.

Consultant must communicate the vision through several compelling graphic formats and platforms. Based on the results of the Great Places Framework evaluation—a tool that uses baseline data to help measure and evaluate the current state of the activity centers— scenarios may be combined or refined, and a final scenario will be selected, subject to the review and written approval by County’s Project Manager. The findings of this task will then be used to develop the final Project corridor and station area vision document outlined below.

#### **3.14.9.3 Corridor and Station Area Vision Document**

The selected scenario will form the basis of the Corridor and Station Area Vision document, a highly graphic document conveying each station area’s TOD vision, including spatial land uses, affordable housing opportunities, and place-based interventions. Consultant must summarize recommendations on densities, future land uses, redevelopment sites, and joint development opportunities, providing a data-driven, community-informed guide for the future development of the corridors and station areas.

Incorporating feedback from County’s Project Manager, planning officials, major stakeholders, and the community, Consultant will refine the recommendations on land use, development, infrastructure, and transportation needs. The initial parcels and sites identified will be refined based on visioning and engagement outputs, with visualizations exemplifying the future vision for each station area.

#### **3.14.9.4 Environmental and Safety Benefit Analysis**

Immediate benefits of the complete proposed transit system include reducing auto and bus traffic to and from the Airport, Seaport, and Convention Center, as well as between the Airport and cruise terminals and the Airport and the Convention Center. This will result in significant environmental and safety benefits. For example, an economic impact model developed for the Airport includes passenger surveys detailing how passengers travel to and from the Airport. Using the proposed transit connector will reduce vehicle miles traveled by residents, Airport employees, Airport crew, and visitors. Similar benefits will be assessed for cruise/ferry passengers, Seaport employees and crew, and Convention Center attendees and employees through detailed surveys, establishing origin/destination data, and estimating the reduction in vehicle miles traveled. The metrics used to quantify these benefits will follow the guidelines published by the USDOT in the Benefit-Cost Guidance for Discretionary Grants Programs (December 2023).

#### **Task Deliverables**

- Existing Conditions Assessment for Station Areas (Draft and Final)
- Engagement and Visioning (as part of Public Involvement Task 2)
- Corridor and Station Area Vision Concept Document (Draft and Final)
- Environmental and Safety Benefit Analysis

### **3.15 ECONOMIC ANALYSIS**

Consultant will evaluate the economic impacts of cargo and cruise operations at the Seaport, developing separate models for cargo terminal operators and cruise line operations, as well as estimate the number of jobs (direct, indirect, and included jobs) created by the Project. These models will provide a framework to assess the jobs, income, business revenue and tax impacts resulting from the incremental cruise passenger activity facilitated by the proposed fixed guideway transit system. The analysis will focus solely on "new incremental passengers" who would choose to cruise via Seaport due to the increased accessibility provided by the proposed transit system. These impacts will be isolated by estimating the share of cruise/ferry passengers using the connector. Furthermore, the analysis will account for potential changes to parking revenue and assess the general effects on for-hire transportation services (taxi, TNC/ride-share, and bus

services), remote parking providers with shuttle services, rental car companies, baggage movement firms, and nearby lodging/accommodations.

Regarding cargo operations, the use of the connector by Seaport employees and tenant employees will reduce the need for on-terminal parking, freeing up additional acreage for the storage of empty containers. This increase in available space will enhance the capacity of the Southport and Mid port container terminals. The Seaport Cargo Economic Impact Model will then be used to estimate the jobs, income, revenue, and tax impacts associated with the incremental new containerized cargo capacity. In addition to adding more capacity in terms of physical space for container storage by converting parking spaces into cargo yard areas, the use of the proposed transit system by cruise/ferry passengers could also result in reduced traffic congestion within the terminal. Traffic congestion has been identified as a significant concern for marine cargo operations, as noted in the evaluation for the Port Everglades Master Plan reduced congestion resulting from the transit system could enhance overall terminal capacity by minimizing vehicle traffic within the terminal area. This type of reduction would be evaluated in collaboration with key terminal operators such as Crowley Marine, Florida International Terminal, Port Everglades Terminal and Sun Terminals. Should the reduced vehicle traffic due to the use of the proposed transit system result in capacity enhancement, Consultant will estimate such impacts.

Given the unique nature of this Project, additional analyses may be required to effectively demonstrate the various economic conditions and outcomes associated with the proposed fixed guideway system. If requested by County's Project Manager, Consultant will prepare these analyses. These analyses will address the following considerations:

- Support for local businesses: Evaluation of Seaport cruise lines and ferry sailings and Convention Center events that indirectly support many local maritime and visitor-dependent businesses with many local employees by buying local supplies/provisions and utilizing related local support services (multiple service providers).
- Tax contributions: Assessment of tourist and visitor spending from cruises or Convention Center events, contributing to the local 1% transportation sales surtax and the 6% local tourist development tax sales surtax (bed tax or transient rental taxes) collected for public transit and for local tourist-oriented capital projects respectively.
- Complementary developments: Examination of potential value capture from new joint developments (Lodging, Employee Workforce/Affordable Housing, Port Related Office, Retail, etc.) on existing County-owned land in the vicinity of the Seaport, the Convention Center, and the Airport.
- TOD (lodging, employee housing, office, retail, etc.) on privately owned land the same area.
- FTA optional economic development scenario: Application of FTA's Optional Quantitative Economic Development Scenario that states, *"FTA intends to examine any optional analyses prepared by project sponsors and assign ratings based on FTA's qualitative assessment of the reasonableness of the analysis and the magnitude of the numbers presented in it."*

This comprehensive economic analysis will provide stakeholders with a clear understanding of the proposed fixed guideway transit system's impacts on Seaport and its surrounding community.

**Task Deliverable:**

- Economic Analysis Documentation and Analyses

**3.16 DESIGN EXCEPTIONS AND DESIGN VARIATIONS (Optional Services)**

**3.16.1 Identification of Design Variations**

Consultant will identify potential design variations and include as part of the PER.

**3.16.2 Design Exceptions and Design Variations Package**

Consultant will prepare up to 8 Design Exceptions and Design Variations Packages for the preferred

alternative, subject to County's Project Manager's review and written approval.

**Task Deliverable:**

- Design Exceptions and Design Variations Package (Draft and Final)

**3.17 CONSTRUCTABILITY REVIEW**

Consultant will review the constructability of the Project by considering the likely response by contractors bidding on the proposed Project, as well as the ability to efficiently construct the Project, maintain traffic, and maintain multimodal accommodations for the study area. Consultant will also coordinate with any ongoing Airport projects and any ongoing Seaport projects. Consultant must also develop a Draft Constructability Report, which will be added as an appendix to the PER and for submittal to FTA as part of the Request to Enter Engineering.

**Task Deliverable:**

- Draft Constructability Report

**3.18 COST ESTIMATES**

Consultant must develop Capital, Operating and Maintenance, and Right-of-Way cost estimates for the Tier 2 Alternatives and refine them for the Preferred Alternative.

**3.18.1 Construction Cost Estimates**

Consultant must develop construction cost estimates in FTA's SCC format. Consultant will be responsible for reviewing and updating the cost estimate when scope changes occur and at major Project milestones.

Consultant will use the most current FTA SCC workbook to estimate the Project cost. The SCC will be used for financial analysis and supporting documentation for the FTA New Starts application.

Consultant will develop construction cost estimates as follows:

- Tier 1 – Up to 10 Concepts: Initial Layouts
- Tier 2 - 3 Alternatives: Refine TSM&O and Tier 1 Top 2 Build Alternatives
- Preferred Alternative

**Task Deliverables:**

- Construction Cost Estimates (including Vehicle Costs)

**3.18.2 Right-of-Way Cost Estimates:**

Based on typical section analysis and FDOT design standards, Consultant must establish construction limits and determine the minimum (proposed) right-of-way requirements throughout the limits of the Project based on the Preferred Alternative. The establishment of construction limits will consider location drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors. Consultant will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that County must acquire.

Consultant will estimate the cost for right-of-way acquisition, and cost estimates for relocations and business damages, if any, and provide them to County's Project Manager. Consultant must submit Conceptual drawings for the Build Alternative that include the parcel identification number, existing right of way lines, proposed right of way lines, and acreage of property required. Additionally, Consultant must provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the Project, estimated business damages and right-of-way property costs.

Consultant must conduct an interactive field trip to review conditions in the corridor as they pertain to actual conditions that might impact the cost of right-of-way acquisition for the Project. Consultant must meet with County's Project Manager prior to the development of right-of-way cost estimates. The meeting's purpose is to jointly review the proposed design parameters and alternative alignments to identify alternatives for which

right-of-way cost estimates will be developed. The goal is to evaluate the alternatives necessary to comply with County's requirements and to satisfy the evaluation needed for eminent domain considerations for each alternative.

**Task Deliverables:**

- ROW Cost Estimate

**3.18.3 Operation and Maintenance Cost Estimate**

Consultant must develop operating and maintenance costs for Tier 2 Alternative and a refined cost estimate for the Preferred Alternative. Consultant must document the results of the effort in the O&M Cost Estimate memorandum.

**Task Deliverables:**

- O&M Cost Estimate for Tier 2 Alternatives
- O&M Cost Estimate for the Preferred Alternative

**3.18.4 Other Cost Estimates**

Consultant must incorporate and reference other costs as appropriate from supporting documents such as Utility Impact Assessment Report, PER, and Environmental Reviews.

Other Costs may include utilities, mitigation, contamination, aesthetics, and percentage costs such as Design estimates as appropriate.

**3.18.5 Value Engineering**

County staff will conduct a Value Engineering ("VE") study for the Project according to the Value Engineering Program, FDOT Procedure No. 625-030-002, and Part 2, Chapter 3 of the PD&E Manual. Consultant will prepare relevant Project information and submit it to the VE team conducting the VE study. Consultant must logically organize the information to facilitate the VE team's understanding of the Project development.

Consultant will submit and present to the VE team the following, minimum information, if available:

- PTAR
- Environmental studies reports
- Environmental document
- Engineering analysis documentation
- Copies of all alternatives for Tier 2 Alternatives and Preferred Alternative
- Drainage analysis documentation
- Typical sections
- Other miscellaneous reports prepared for this Project.

At the request of County's Project Manager, Consultant will meet with the VE team to explain the development of Project alternatives and the rationale of selecting the preferred alternative.

At the request of County's Project Manager, Consultant will prepare a PowerPoint presentation or documentation with relevant Project information for the VE team. Consultant will be available to the VE team for clarification of the information used during the VE study. Consultant will respond to questions or proposals developed as part of the VE and recommend inclusion or denial of the VE proposals into the Project.

Consultant will include VE study recommendations concerning modified or additional concepts, into the comparative evaluation of the alternatives.

**Task Deliverable:**

- Value Engineering Information Report (Draft and Final)

## **4 TASK 4: ENVIRONMENTAL ANALYSIS AND REPORTS**

Consultant will analyze the Tier 2 Build Alternatives and the No-Build Alternative, with respect to impacts on applicable resources as may be requested by County's Project Manager and document all analyses in the supporting technical reports. Where appropriate, Consultant will describe existing conditions, Project impacts, and proposed measures to avoid, minimize, or mitigate Project impacts on environmental resources as may be required or recommended by applicable governmental regulations or policies, or to benefit the potential for CIG funding for the Project. Consultant will summarize the analysis results and Project's effect on environmental resources in the Environmental Document. This may include analysis results or documents prepared by Consultant or others, either as part of the Project or another concurrent study. Additionally, Consultant must verify and record any environmental resources that is identified as "No Involvement" within the Environmental Document.

### **4.1 SOCIOCULTURAL EFFECTS**

Consistent with existing federal and state requirements and regulations, Consultant must collect updated data regarding sociocultural issues. The study area is proposed as up to ½ mile on either side of the Project corridor per FTA's New and Small Starts guidance. Consultant must present the data in a Sociocultural Effects Evaluation ("SCEE") Technical Memorandum as per the PD&E Manual, Part 2, Chapter 4, and summarize the data in the final Environmental Document. Pertinent data shall also be displayed on updated base maps, as applicable. SCEE updated data, impacts, and benefits will be analyzed in accordance with Part 2, Chapter 4 of the PD&E Manual, as per FTA process and requirements, and in accordance with the Sociocultural Effects Evaluation Handbook (available at <http://www.dot.state.fl.us/emo>).

#### **4.1.1 Social**

In accordance with FDOT, the PD&E Manual, and federal Title VI and VIII requirements, Consultant must evaluate and document the following social environment features within the Project study area:

- **Community Cohesion:** Consultant will identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of, or change in, connectivity to community features and facilities.
- **Special Community Designation:** Consultant will identify and assess potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
- **Safety / Emergency Response:** Consultant will identify and assess potential Project impacts including the creation of isolated areas; emergency response time changes; and locations of police, fire, emergency medical services, healthcare facilities, and government offices.
- **Title VI/VIII:** Location of any Title VI/VIII involvement, minority displacement, special populations. The study must also demonstrate compliance with FTA Title VI requirements related to transit passengers.
  - **New Service Study:** This Title VI Service Equity Analysis is being conducted to establish that the new services will comply with Title VI requirements and avoid improper disparate impacts or disproportionate burdens.
  - **Prior Studies and Existing Conditions:** Consultant must analyze previous studies and data sources to gain a comprehensive understanding of existing travel patterns within the study area. This analysis will allow for a market assessment of the new service. The data sources must be analyzed with all survey data, the U.S. Census, American Community Survey ("ACS"), the Longitudinal Employer-Household Dynamics ("LEHD") program, and Replica.
  - **Service Equity Analysis:** In accordance with Title VI of the Civil Rights Act of 1964, a service equity analysis is required to assess potential disparate impacts or disproportionate burdens on Title VI-protected populations before implementing any major service changes. An equity analysis is formally required if a service change meets the criteria for a major service change. The analysis will follow the federal guidelines and identify if there are any potential disparate impacts or disproportionate burdens to any communities and those

particularly historically underserved, to maintain fair access to public transportation services. Up to four service plans will be analyzed.

- Quantitative Analysis: The Quantitative Analysis section provides a comprehensive examination of the data used to assess the equity impacts of the proposed service. This analysis is essential for understanding how the service modifications will affect demographic groups protected under Title VI. To quantify these impacts, Consultant will utilize a three-mile buffer around both the existing and proposed origin points of the service to calculate the number of individuals who would benefit from or be adversely affected by the changes. Data from the 2020 ACS 5-Year Estimates will be one of the data sources used to analyze the demographics of the populations within these buffers. Under this task, Consultant will establish the changes in service area coverage, to evaluate proposed service modifications.
- Community Goals and Quality of Life: Consistent with FDOT requirements, Consultant will identify and assess potential Project impacts on social values and compatibility with community goals and vision.

#### **4.1.2 Economic**

Consultant must evaluate and document the following economic features:

- Business and Employment: Consultant will assess potential Project impacts on business and employment activity in the region, the local area, and the Project study area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.
- Property Values and Tax Base: Consultant will assess potential Project impacts on the tax base, employment opportunities, and property values.

#### **4.1.3 Land Use Changes**

Consultant will evaluate the Project's consistency with the physical character of the area and applicable community plans.

#### **4.1.4 Mobility**

Consultant will evaluate potential Project impacts on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit, and vehicles) in the study area.

#### **4.1.5 Aesthetic Effects**

Consultant will evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, outdoor advertising, scenic highways, and community character.

#### **4.1.6 Relocation Potential (Optional Services)**

Consultant will collect data and perform the analysis necessary to complete a CSRP for the proposed alternatives, according to Part 2, Chapter 4 of the PD&E Manual and Chapter 9 of the FDOT Right of Way Procedures Manual and summarize the findings in the Environmental Document.

#### **Task Deliverable:**

- Title VI Technical Memorandum compiling the analysis related to the different service plans.
- SocioCultural Effects Evaluation Technical Memorandum (Draft and Final)
- CSRP (Optional Services)

### **4.2 CULTURAL RESOURCES**

Consistent with FDOT requirements, Consultant will summarize cultural resources in the Environmental Document. If no involvement for a cultural resource(s) is indicated, then a statement to that effect will be included. If there is involvement with a cultural resource(s), Consultant will document the assessment of

direct and indirect effects of the Project on the resource(s), recommend avoidance measures, methods to minimize or mitigate impacts, and any coordination efforts.

#### **4.2.1 Archaeological and Historical Resources**

Consultant will use a professional qualified under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966 (“NHPA”) (Public Law 89-665) and implementing regulations (36 CFR 800). All work shall be performed in accordance with the NHPA (Section 106), Florida Statutes (Chapter 267), PD&E Manual (Part 2, Chapter 8), the FDOT’s Cultural Resource Management (“CRM”) Handbook, and the Section 106 Programmatic Agreement among FHWA, the Advisory Council on Historic Preservation (“ACHP”), the Florida Division of Historical Resources (“DHR”) State Historic Preservation Officer (“SHPO”), and County.

Consultant will review and address any issues or comments concerning archaeological or historical resources as mentioned by SHPO or other interested parties, including Native American Tribes, in the Project’s Programming Screen Summary Report. Consultant must research existing information about historic properties, including data concerning the potential for the occurrence of historic properties not yet identified, and a map of the zones of probability within the Project study area. Consultant, in coordination with County’s Project Manager, will establish the Area of Potential Effect (“APE”), including pond sites, and prepare a Research Design and Survey Methodology, in accordance with Part 2, Chapter 8 of the PD&E Manual and Chapter 5 of the CRM Handbook. The Research Design and Survey Methodology will be submitted to County’s Project Manager, subject to their review and written approval, prior to the initiation of the field work.

Consultant will conduct a desktop analysis for all Stormwater Management Facilities (“SMF”)/ Floodplain Compensation (“FPC”) areas. Desktop analysis results will be provided in a Desktop Assessment, to the district in support of the PSR or Stormwater Management Alternatives Report (“SMARt”).

#### **Task Deliverables:**

- CRAS (Draft and Final)
- CRAS Addendum or Technical Memorandum for Pond Sites

#### **4.2.2 Recreational Section 4(f)**

Section 4(f) of the Department of Transportation Act, Determination of Applicability: Consultant must request updated Owner’s with Jurisdiction (“OWJ”) letters of significance, as needed, for one potential Section 4(f) resource.

Section 4(f) “de minimis” Documentation (as applicable) (Optional Services)

Consultant must prepare a Section 4(f) “de minimis” documentation in accordance with Part 2, Chapter 13 of the PD&E Manual for up to one resource, if determined to be required.

Section 4(f) Individual Evaluation (Optional Services)

If required, Consultant must complete the required documentation for any potential effects to the resource.

#### **Task Deliverable:**

- Section 4(f) DOA
- Section 4(f) "de minimums" Documentation (Optional Services)
- Individual Section 4(f) Evaluation (Optional Services)

### **4.3 NATURAL RESOURCES**

Consistent with FDOT requirements, Consultant must assess and document each of the natural resource issues in a Natural Resources Evaluation Report. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

Consultant must identify the natural resource evaluation area. Consultant must assess the direct and indirect effects, as relevant, and will document the severity of the following items in the Environmental Document and Project file.

#### **4.3.1 Wetlands and Other Surface Waters**

Consultant will estimate the impacts to the wetlands and other surface waters in the Project area in accordance with Part 2, Chapter 9 of the PD&E Manual. Consultant will utilize the Uniform Mitigation Assessment Method (“UMAM”) to determine the type, quality, and function of wetlands. Consultant will evaluate the alternatives' direct and indirect impact on wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, Consultant will identify practicable measures to minimize impacts.

Consultant will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, Consultant will propose alternative mitigation options.

Consultant will document the results of a Wetlands Evaluation in the Natural Resources Evaluation (“NRE”) Report to document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

#### **4.3.2 Essential Fish Habitat**

Consistent with FDOT requirements, Consultant will review the Project’s Programming Screen Summary Report (to further discuss who will prepare the Report) to identify if the NMFS recommends conducting an essential fish habitat (“EFH”) analysis and the federally managed species to be addressed. Consultant will verify the presence and type of EFH per Part 2, Chapter 17 of the PD&E Manual through a review of GIS data, field reviews, and surveys.

Consultant will determine the alternatives’ potential impacts to EFH and/or federally managed species. Consultant will conduct appropriate coordination with resource agencies to assess impacts to EFH and identify measures to address those effects in accordance with Part 2, Chapter 17 of the PD&E Manual.

Consultant will prepare the EFH Assessment as a component of the NRE to document potential adverse effects to EFH and measures to address those effects.

#### **4.3.3 Protected Species and Habitat**

Consistent with FDOT requirements, Consultant will review the Project’s Programming Screen Summary Report and evaluate the magnitude of the Project’s involvement with, and potential impacts on protected species and designated or proposed critical habitats within the study area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. Consultant will perform additional GIS and literature review, field reviews, survey, and coordination necessary to determine the Project’s involvement with and potential impacts to, federal and state protected, threatened, or endangered species and their habitats, in accordance with Part 2, Chapter 16 of the PD&E Manual. Consultant may be required to perform specific species surveys.

Consultant will assist County staff in consultations, including providing responses to agency requests for information, if required.

Consultant will provide an analysis of wildlife and habitat conservation measures such as wildlife crossing and species relocation plans.

Consultant will document the protected species and habitat evaluation and agency consultation in the NRE report or Technical Memorandum in accordance with Part 2, Chapter 16 of the PD&E Manual, and

summarize the information in the Environmental Document. Documentation should also include effect determinations, dates of concurrence, and/or outcomes of consultation. If it is necessary to prepare a Biological Assessment, this documentation will be compiled as part of the NRE report or Technical Memorandum.

#### **4.3.4 Water Resources**

Consistent with FDOT requirements, Consultant must review the Project's Programming Screen Summary Report, Watershed Approach to Evaluate Regional Stormwater Solutions ("WATERSS") EST GIS Analysis Results, and/or Stormwater Management Alternatives Report ("SMART") document for identification of the water resources in the Project area and agency comments to be considered during the evaluation of the Project's involvement with water resources. Consultant must review water resource basins or watershed boundaries where the Project may have a direct impact on water quality and identify water resource characteristics within the basin boundaries. Consultant will meet with the District Stormwater Team ("DST") to determine the applicability of WATERSS and to identify any regional/joint use stormwater management projects. Consultant must assess a Project's potential impacts to water resources, including Outstanding Florida Waters ("OFW"), Aquatic Preserves, Outstanding Natural Resource Waters ("ONRW"), and sole source aquifers ("SSA"). Consultant must identify and evaluate mitigation measures (if necessary) and assist County staff with regulatory agencies and appropriate stakeholder coordination, in accordance with Part 2, Chapter 11 of the PD&E Manual.

Consultant will document the analysis of impacts to water quality in a Water Quality Impact Evaluation ("WQIE") Checklist, Form No. 650-050-37, prepared for the preferred alternative and briefly summarized in the Environmental Document, and attached to the SMART. Additionally, Consultant will prepare responses to EPA's online questionnaire for submittal to EPA. Additional documentation shall be included in the SMART or Drainage Documentation. In addition, Consultant will summarize the drainage analysis and proposed stormwater management system in the Environmental Document and PER.

In coordination with County staff, Consultant must verify whether the Project would have involvement with a designated Wild and Scenic River, Study River, or a river listed in the Nationwide Rivers Inventory ("NRI"), per Part 2, Chapter 12 of the PD&E Manual.

#### **Task Deliverable:**

- WQIE Checklist, Form No. 650-050-37

#### **4.3.5 Floodplains**

Consistent with FDOT requirements, Consultant must summarize the findings of the LHR regarding the Project's involvement with floodplains or regulatory floodways, measures to avoid and/or minimize impacts to floodplains or floodways, and any coordination with flood management agencies in the Environmental Document and PER, in accordance with Part 2, Chapter 13 of the PD&E Manual.

#### **4.3.6 Coastal Zone Consistency**

Consistent with FDOT requirements, Consultant will document the status of the Project's Coastal Zone Consistency Determination in the Environmental Document and PER.

#### **4.3.7 Coastal Barrier Resources**

Consistent with FDOT requirements, Consultant must assist County staff in determining the Project's involvement with a Coastal Barrier Resource Unit(s) and consultation with the USFWS. Consultant must summarize the results of the analysis of the Project's involvement with Coastal Barrier Resources and USFWS consultation in the Environmental Document.

**Task Deliverable:**

- Natural Resources Evaluation Report (Draft and Final)

#### **4.4 PHYSICAL EFFECTS**

Consistent with FDOT requirements, Consultant will review the Project's Programming Screen Summary Report to determine agency concerns regarding the physical effects of the Project. Consultant will establish the physical environment study area and conduct the appropriate analyses to assess the effects of the Project on the physical environment. Consultant will summarize the physical effects analysis, including avoidance and minimization measures taken and coordination efforts in the Environmental Document. If the Project has no involvement with an issue, then a statement to that effect will be included in the Environmental Document, in accordance with the appropriate chapter in the PD&E Manual.

##### **4.4.1 Transit Noise and Vibration Impact Analysis**

Consultant will conduct a transit noise and vibration impact analysis as guided by Part 1, Chapter 14 of the PD&E Manual and the FTA Transit Noise and Vibration Impact Assessment Manual, FTA Report No. 0123, dated September 2018.

Using the latest engineering design, associated schedules, train frequency (daytime vs nighttime), train consist and speed (changes throughout the alignment), stations and track crossover locations, and elevated segment location, future Project-related noise and vibration levels will be predicted at multiple locations for Land Use Categories 2 and 3 as defined in the FTA noise and vibration guidelines. Land Use Category 2 is applicable to residential and hotel land uses (e.g. The future Convention Center Omni Fort Lauderdale Hotel, and Renaissance Fort Lauderdale Marina Hotel), and Land Use Category 3 is applicable to institutional land uses or recreational facilities (e.g. Parks, trails, schools). Sensitive land uses will be considered if they fall within the screening distance for noise assessment (350 feet for LRT and 175 feet for APM) and for vibration assessment (150 feet for LRT and 100 feet for APM). The predicted future noise levels will be compared with appropriate FTA noise and vibration guidelines to determine impacts based on absolute criteria (interference caused by the Project alone) and relative criteria (annoyance because of the change caused by the Project). In addition, the Consultant will evaluate mitigation (low concrete barrier or noise barrier) along the alignment if the mitigation is warranted and feasible. Moreover, the Consultant will investigate the feasibility and reasonableness of station-specific noise minimization and mitigation related to the public announcement system. Furthermore, projected noise and vibration for construction equipment related to the final design will be updated and compared to the FTA noise and vibration thresholds as well as state and local guidelines.

Consultant must summarize results of the noise and vibration assessment analysis in a draft technical report. Based on County's Project Manager's comments, Consultant must submit a final technical memorandum. The technical memo will include: an introduction including background and objective, a description of testing and tabulated results for short-term and long-term monitoring, a description of procedures used and results of noise and vibration impact analysis, and a summary of the proposed conceptual mitigation alternatives including construction noise and vibration mitigations.

**Task Deliverable:**

- Noise Study Report (Draft and Final)

##### **4.4.2 Air Quality**

Consultant will prepare a brief Air Quality Technical Memorandum, to document that the Project is in accordance with Part 2, Chapter 19 of the PD&E Manual.

**Task Deliverable:**

- Air Quality Technical Memorandum (Draft and Final)

#### **4.4.3 Energy**

Consultant will assess energy-use impacts as defined in FTA's New Starts guidance, as applicable.

#### **4.4.4 Construction Impact Analysis**

Consultant will evaluate and document the potential impacts of the alternatives' construction activities and identify measures to reduce the number of disruptions, in accordance with Part 2, Chapter 3 of the PD&E Manual.

#### **4.4.5 Contamination**

##### **4.4.5.1 Level I Assessment**

Consultant must conduct a Level I Assessment during Tier 1, in accordance with Part 2, Chapter 20 of the PD&E Manual. Consultant must investigate the contamination issues within and adjacent to the Project's right of way considering the potential for each alternative to encounter contamination during excavation and acquiring new right of way. Consultant must develop measures in coordination with County's Project Manager to address identified contamination issues in accordance with Part 2, Chapter 20 of the PD&E Manual.

Consultant will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with Part 2, Chapter 20 of the PD&E Manual in a technical memorandum or the Contamination Screening Evaluation Report ("CSER"), depending on the level of contamination risk. Consultant will summarize the technical memorandum or CSER in the Environmental Document.

##### **Task Deliverable:**

- Level I Contamination Assessment Report (Contamination Screening Evaluation Report)

##### **4.4.5.2 Level II Assessment (Optional Services)**

Consultant must perform the Level II Contamination Assessment during Tier 2 for the viable alternatives and a selected number of contaminated sites. A Level II Contamination Assessment is recommended for all Medium and High ranked sites. The assessment shall include field screening and the collection of soil and groundwater samples for laboratory analysis, where applicable. If the results of the testing indicate no evidence of soil or groundwater contamination, the rating of the site could be revised downward.

Consultant must develop an assessment methodology before beginning assessment. This will be developed after the Level I Contamination Assessment is completed.

##### **Task Deliverable:**

- Level II Assessment Documentation

#### **4.5 INDEPENDENT UTILITY AND LOCAL TERMINI JUSTIFICATION WHITE PAPER**

As part of 23 C.F.R. Sec. 771.111(f), FTA's definition of Independent Utility is highlighted below:

*"In order to ensure meaningful evaluation of alternatives and to avoid commitments to transportation improvements before they are fully evaluated, the action evaluated in each EIS or FONSI shall:*

- 1. Connect logical termini and be of sufficient length to address environmental matters on a broad scope.*
- 2. Have independent utility or independent significance, i.e., be usable and be a reasonable expenditure even if no additional transportation improvements in the area are made; and*
- 3. Not restrict consideration of alternatives for other reasonably foreseeable transportation improvements."*

Consultant must develop and document the necessary analysis to document the independent utility of the

Project. Consultant must analyze the proposed Project's scope to determine its independent utility and logical termini. This includes:

- Assess whether the Project can function as a stand-alone improvement without necessitating additional projects.
- Evaluate if the Project has rational endpoints that allow for a comprehensive review of environmental impacts.
- Identify possible risks that could impact the Project and develop mitigation strategies.

**Task Deliverables:**

- Independent Utility White Paper (Draft and Final)

## **4.6 PLANNING CONSISTENCY**

### **4.6.1 Transportation Plans**

Consultant will coordinate with County's Project Manager to obtain and review transportation plans throughout the life of the Project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- State Transportation Improvement Program ("STIP")
- Local Government Comprehensive Plan ("LGCP")
- Non-motorized (bicycle and pedestrian) Plans
- MPO's adopted LRTP Cost Feasible and Needs Plans
- Local Transit Development Plans ("TDP") for bus, rail, or other services

**Task Deliverable:**

- Transportation Plans

### **4.6.2 Planning Consistency Form**

Consultant will assist County staff's finalization of Planning Requirements for Environmental Document in the appropriate form.

**Task Deliverable:**

- Planning Consistency Form

## **4.7 PROJECT COMMITMENTS**

Consultant must document the development of commitments that have been coordinated and approved by the County's Project Manager in the appropriate technical report(s), appropriate section(s) of the Environmental Document, and the Commitments section of the Environmental Document per Part 2, Chapter 22 of the PD&E Manual. The Commitments section of the Environmental Document will contain a list of commitments made, the agreed-upon language, and the stakeholder(s) involved. Consultant will ensure that the commitment language is consistent between the technical report(s), and the various sections of the Environmental Document.

**Task Deliverable:**

- Project Commitments Record ("PCR")

## **4.8 ENVIRONMENTAL DOCUMENTATION**

Consultant will prepare an Environmental Document in accordance with the PD&E Manual. Consultant must address that agency's NEPA requirements, including requirements not normally included in an Environmental Document. All Projects must demonstrate compliance with planning consistency prior to the review and written approval of the Environmental Document by County's Project Manager.

#### 4.8.1 NEPA Checklist

Consultant will prepare a NEPA Checklist using the latest FTA form and requirements. The new FTA form has been renamed Information Requested to Initiate (“IRI”) NEPA (<https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-06/Information-Required-to-Initiate-NEPA-Checklist-04-05-2021.pdf>).

The IRI will address the following requested information:

- Sources of federal, state, and local funds and transit nexus
- Description of an existing property with a clear map showing the APE
- Photos of the property, any buildings on the property, and the surrounding area directly adjacent to the Project site.
- Photos of surrounding buildings visible from the property
- Description of complete Project with site drawings with specific description for each Project action.
- List of actions required upon the existing property to achieve a complete Project (e.g., clear 5 acres of wooded land, demolish building, culvert, and cover creek, etc.)
- Logical termini, alignment, mode, and technology (if a linear project).
- List of any public involvement done for the Project, to date, if any
- Property acquisition
- Equity analysis

Consultant will prepare the NEPA document to include the following (Note: Consultant will follow the FTA NEPA Checklist for Documented Categorical Exclusions as required).

- Cover Page + Abstract.
- Table of Contents
- Executive Summary
- 1.0 Purpose and Need Statement and Report
- 2.0 Alternatives Considered
- 3.0 Affected Environment and Environmental Consequences
- 4.0 Section 4(f) and 6(f) Evaluation
- 5.0 Agency and Public Involvement
- 6.0 Evaluation of Alternatives
- Appendices

Consultant must submit a draft NEPA document to County’s Project Manager for their review and written approval. County’s Project Manager’s revisions and comments will be incorporated into the final document to be later submitted to FTA by County’s Project Manager.

Consultant will provide NEPA-related updates and input to the Project master schedule that shows activities, durations, relationships, key milestones, and critical path elements, and provide monthly updates. Consultant will be responsible for QC of the NEPA deliverables. Consultant will adhere to internal County quality management programs if required.

Consultant will prepare an annotated outline for review, revision, and written approval by FTA. Consistent with Council on Environmental Quality (“CEQ”) regulations implementing NEPA, the annotated outline should reflect that an EA is a concise public document that should not contain long descriptions or detailed data (40 CFR 1502.10).

#### Task Deliverables:

- NEPA Checklist
- Annotated Outline

#### **4.8.2 Environmental Assessment**

This Scope of Services assumes an EA as the proposed environmental Class of Action documentation required. Consultant must provide documentation for the EA in accordance with Part 1, Chapter 6 of the PD&E Manual and as per FTA procedures and requirements. Consultant will assist County's Project Manager in making the EA available for public inspection for a 30-day period. Consultant will also assist County's Project Manager with notification methods for the EA including advertisement in the local newspapers announcing the availability of the EA, posting on the Project sponsor's website, and hard copy viewing locations for those without Internet access. These notification methods are covered under Task 2 Public Involvement.

##### **Task Deliverables:**

- EA (Draft and Final)

#### **4.8.3 Finding of No Significant Impact**

Upon completion of the EA, should FTA determine there are no significant impacts because of the Project, Consultant will prepare a FONSI. Consultant will prepare the FONSI, in accordance with Part 1, Chapter 7 of the FDOT PD&E Manual, for review and written approval by FTA.

##### **Task Deliverables:**

- FONSI (Draft and Final)

#### **4.8.4 Environmental Impact Statement ("EIS") (Optional Services)**

An EIS is required if it is determined that significantly impacts the human and natural environment. Consultant will prepare the required documentation in accordance with FTA's process including Standard Operating Procedures ("SOP") and, as applicable, FDOT's PD&E Manual.

The FTA process to prepare an EIS involves the following major components.

- Notice of Intent ("NOI") (SOP #6) – The NOI will meet the requirements of 40 CFR 1508.22 and will meet format and content requirements. Consultant must submit the draft NOI to FTA Regional for review and comment. Upon approval, FTA will publish the NOI. Following publication, Consultant in coordination with County's Project Manager and FTA will prepare a draft coordination plan, identify participating agencies, and prepare an annotated outline for the EIS reflecting information obtained during the scoping process.
- Scoping - In accordance with 23CFR Part 771, Consultant in coordination with County's Project Manager and FTA will conduct a scoping process to determine potential issues for analysis including identifying significant issues and eliminating non-significant issues. Consultant will assist County's Project Manager in conducting a formal scoping meeting. One meeting is proposed.
- DEIS and FEIS/ROD will be prepared and distributed in accordance with SOP #10 and SOP #14 by Consultant. Consultant will prepare a DEIS and submit it to County's Project Manager and FTA for review and comment. Comments will be incorporated, and a final draft resubmitted for review and written approval by County's Project Manager and FTA. Distribution and filing of DEIS will be conducted by FTA. Consultant must prepare FEIS/ROD addressing/incorporating comments received from the circulation of DEIS and public hearing and submit to County's Project Manager and FTA for review and written approval and final coordination and distribution.

##### **Task Deliverables:**

- Scoping Meeting
- DEIS
- FEIS/ROD

#### **4.9 ENVIRONMENTAL PERMITTING AND AGENCY COORDINATION**

Consultant is prepared to offer County support for environmental permitting and agency coordination post

NEPA activities. Additional scope and fee are to be coordinated with County's Project Manager.

#### **4.9.1 Identify Permits**

Consultant will identify the required permit and other permit-related information.

#### **4.9.2 Compensatory Mitigation Plan and Coordination**

If impacts cannot be avoided, Consultant must prepare a mitigation plan to be included as a part of the applications. Consultant must develop a mitigation plan based on the general guidelines provided by County's Project Manager.

Consultant will be directed by County's Project Manager to investigate the mitigation options that meet federal and state requirements in accordance with Section 373.4137, Florida Statutes. Mitigation for this Project, if needed, shall be through the purchase of mitigation credits from a mitigation bank. If alternative mitigation options are determined to be required, a supplemental agreement will be required to address these additional tasks.

Once a mitigation plan has been reviewed and approved by County's Project Manager, Consultant will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

### **5 TASK 5: PRELIMINARY ENGINEERING REPORT (Optional Services)**

Consultant will prepare a PER per Part 2, Chapter 3 of the PD&E Manual and the Preliminary Engineering Report Outline and Guidance document.

Consultant must include sufficient supporting information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be orderly and logically presented. The final engineering analysis document prepared by Consultant shall be signed and sealed by a Florida-licensed professional engineer.

#### **Task Deliverables:**

- PER (Draft and Final)

### **6 TASK 6: FTA NEW STARTS SUPPORT**

This section describes the work to be performed to support the Project's entry into and advancement through the FTA New Starts Project Development Process, including materials required to enter the Engineering phase of FTA's Capital Investment Grant New Starts program.

This section is organized into several tasks with the assumptions, work scope, and deliverables identified for each task.

#### **6.1 FTA SUPPORT AND COORDINATION**

Consultant must identify a strategy and schedule to advance the Project into the CIG Project Development and NEPA processes. Execution of this task will result in the development of a coordinated and optimized NEPA-Project Development Integrated Schedule which identifies optimal dates for all key NEPA, New Starts, design, and financial milestones.

To support this outcome, Consultant must prepare and facilitate a workshop for County's Project staff to discuss the following:

- the Project Development and Engineering phases of the New Starts process.
- the New Starts project justification and local financial commitment criteria; and
- requirements for a Full Funding Grant Agreement.

The intent of the workshop is to identify realistic actions – and their schedules - that can be taken by County’s Project Manager and local Project stakeholders to ensure the achievement of all requirements and to maximize the Project’s Project justification and local financial commitment criteria rating. Consultant will document the workshop and its outcomes to inform the overall Project schedule.

Consultant must provide ongoing advice to County’s Project Manager on New Starts policy issues, including changes to policy resulting from the issuance of FTA policy guidance, reauthorization of the FAST Act, and/or a change in the Presidential administration.

Consultant must support County’s Project Manager in the preparation of a kick-off meeting with FTA to launch NEPA and New Starts processes for the Project, as well as recurring progress meetings – including a meeting at least six months prior to the Project’s anticipated date to enter New Starts Engineering to clarify FTA expectations for Project Development (“PD”) and Entry into Engineering (“EiE”) written approval. This support includes the preparation of detailed notes/minutes for each meeting, which are assumed to occur quarterly.

**Task Deliverables:**

- NEPA-Project Development Integrated Schedule and Supporting Materials in Primavera (first draft, review and comments, second draft, final review and comments, and final draft).
- Development and execution of Monte-Carlo scheduling software simulations for Project definition at 10% Design and a draft of 30% Design (if required by County’s Project Manager).
- FTA Meeting Materials and Minutes for 48 meetings (assumes a four-year duration for the Project) (first draft, review and comments, second draft, final review and comments, and final draft).

## **6.2 REQUEST TO ENTER PROJECT DEVELOPMENT**

While there are many FTA requirements for entry into Project Development, the key criteria beyond the identification of stakeholders’ roles and responsibilities are a reasonable schedule and committed funding to meet the requirements for entry into Project Development.

Consultant must work with County’s Project Manager to prepare a fully compliant Project development request letter and any necessary supporting documentation.

Consistent with FTA’s current guidance documentation, the necessary supporting documentation includes, but is not limited to:

- The name of the study sponsor, any partners involved in the study, and the roles and responsibilities of each.
- Identification of a Project Manager and other key staff who will perform the FTA Project Development work.
- A brief description and clear map of the corridor being studied, including its length and key activity centers.
- A brief description of the transportation problem in the corridor or a statement of purpose and need.
- Electronic copies of or weblinks to prior studies done in the corridor, if any
- Identification of a proposed Project if one is known and alternatives to that Project if any are being considered.
- A brief description of current levels of transit service in the corridor today
- Identification of a cost estimate for the Project, if available
- The anticipated cost to complete PD, not including the cost of any work done prior to officially entering the PD phase.
- Identification of the non-CIG funding available and commitment to conduct the PD work.
- Documentation demonstrating the commitment of funds for the PD work (e.g., Board resolutions, adopted budgets, approved Capital Improvement Programs, approved Transportation Improvement

Programs, letters of commitment)

- An anticipated draft timeline for completing the following activities (which should demonstrate the ability to complete the PD work within two years as prescribed in law):
  - compliance with NEPA and related environmental laws
  - selection of LPA
  - adoption of the LPA in the fiscally constrained L RTP
  - completion of the activities required to obtain a Project rating under the evaluation criteria outlined in the law.
  - completion of the readiness requirements for entry into Engineering as described further below.
  - anticipated receipt of a construction grant agreement from FTA
  - anticipated start of revenue service

#### **Task Deliverables**

- Project Development Request Letter (first draft, review and comments, second draft, final review and comments, final draft)
- Supporting Documentation

### **6.3 ENGINEERING CHECKLIST**

Consultant will develop and maintain a comprehensive checklist to identify all the actions and documents necessary to enter the Engineering phase of the New Starts process and to track and manage the status of all documents to be submitted for the Engineering application. The checklist will be based on Oversight Procedure 51 and FTA's current Policy Guidance and other FTA policy directives. Consultant will participate in an initial consultation between County's Project Manager and FTA to review items to be included in the request to enter the engineering package and managed on the engineering checklist. The checklist will be updated as necessary (up to two submittals) for review with County's Project Manager and FTA.

Consultant will use the checklist as a tool to manage the timely submittal of draft documents to FTA and to track issues identified by FTA to be addressed in revised or final documents. Consultant will use the checklist to ensure that the staff responsible for preparing each document (Consultant and/or County's Project Manager) is aware of FTA comments and to ensure they are addressed in subsequent drafts or final documents. The checklist will also be used to track issues that require clarification and/or resolution with FTA. The checklist will provide the basis for progress and status reports to County's Project Manager on an ongoing basis.

#### **Task Deliverables:**

- Engineering Checklist (first draft, review and comments, second draft, final review and comments, and final draft)
- Engineering Roadmap (first draft, review and comments, second draft, final review, and comments, and final draft)

### **6.4 IDENTIFICATION AND DEVELOPMENT OF THIRD-PARTY AGREEMENTS (OPTIONAL SERVICES)**

#### **6.4.1 Third-Party Agreements**

Consultant will identify and assist as requested with the preparation of drafts of necessary third-party agreements. These may include agreements with Airport, Seaport, FDOT, and adjacent property owners. Up to five third-party agreements are anticipated. Consultant will incorporate any comments into subsequent drafts and will be subject to County's Project Manager's and the Broward County Attorney's review and final written approval. Consultant will develop a schedule for each agreement process and monitor for completion.

#### **Task Deliverables:**

- Assistance in preparation of up to five Third-Party Agreements (Draft and Final)

#### **6.4.2 Strategy for Federal Grant applications with different agencies other than the FTA**

Consultant must develop a strategy to identify evaluate and apply for other federal and state grant opportunities. The goal is to secure funding for the Project that aligns with organizational priorities and leverage available federal resources efficiently. Consultant must do the following:

- Evaluate grant opportunities
- Consult with stakeholders
- Identify and engage potential partners
- Develop templates for key application components, such as budgets, narratives, and letters of support
- Grant writing assistance and compliance review

#### **Task Deliverables:**

- Opportunity Matrix
- Grant application templates
- Completed applications for at least two grant opportunities.

#### **6.5 PROJECT DELIVERY ANALYSIS AND PLAN (OPTIONAL SERVICES)**

Consultant will review and analyze applicable delivery methods such as Design-Bid-Build (“DBB”), Design-Build (“DB”), Construction Manager/General Contractor (“CM/GC”), and Public-Private Partnerships (“P3”).

As part of this effort, Consultant will develop a matrix to select a delivery method with the following criteria:

- Cost-effectiveness
- Schedule flexibility
- Risk allocation and mitigation.
- Stakeholder and public interest alignment
- Long-term operational considerations

Consultant will prepare a detailed report summarizing the analysis and recommending the most suitable Project delivery method.

#### **Task Deliverable:**

- Project Delivery Analysis and Plan

#### **6.6 PROJECT JUSTIFICATION CRITERIA**

FTA currently evaluates candidate New Starts projects against six Project justification criteria and three local financial commitment criteria. Although this evaluation is not required until a Project sponsor submits to FTA a request to enter New Starts Engineering or to be considered in the President’s Annual CIG Budget proposal to Congress, Consultant recommends development and self-evaluation of the criteria early in PD to identify any weaknesses that might be addressed during PD. Consultant must then update the criteria with any new information (as described below) prepared as part of the PD&E effort. Consultant must prepare all criteria consistent with FTA’s most recent Reporting Instructions and Policy Guidance for the Section 5309 New Starts Criteria.

##### **6.6.1 Land Use**

FTA requirements relating to the land use criterion includes a quantitative examination of what exists today in the proposed CIG Project corridor including:

- average existing population density across all station areas in the Project corridor.
- total existing employment served by the Project.
- the proportion of existing legally binding affordability restricted (“LBAR”) housing within a ½ mile of station areas to the proportion of LBAR housing in the counties through which the Project travels.

- the level of community risk based on certain census data characteristics; and access to essential services within one mile of stations.

To gather the necessary data to prepare the land use criteria, Consultant will collect data on existing and planned land use and affordable housing and gather adopted land use and affordable plans, policies, and other supporting information. This will include full or relevant portions of:

- local comprehensive plans,
- zoning ordinances,
- local and regional policies and agreements regarding land use planning,
- documentation of station area planning efforts, and
- documentation of other tools, incentives, and programs affecting the Project corridor and/or station area land use and affordable housing.

Consultant will perform all necessary analysis and calculations, such as:

- Develop information on LBAR housing units located within a ½-mile radius of proposed stations and the counties/cities through which the Project travels.
- Obtain signed certifications by the heads of the housing agencies or other entities from where the information was gathered attesting to the accuracy of the numbers provided (as applicable)
- Calculate the community risk measure and download the CRE dataset (<https://www.census.gov/programs-surveys/community-resilience-estimates/data.html>)
- Calculate the essential services measure that examines medical and educational facilities within a one-mile radius of Project stations.

**Task Deliverables:**

- New Starts Template Part 1, Land Use Tab (Quantitative Information) prepared at the beginning of Project Development (first draft, review and comments, second draft, final review and comments, and final draft)
- New Starts Template Part 1, Land Use Tab (Quantitative Information) and New Starts Template Part 2 (Qualitative Information) FTA Land Use and Economic Development Templates to support Request to Enter Engineering / Consideration for President's Annual Budget (first draft, review and comments, second draft, final review and comments, and final draft)

**6.6.2 Transit Mobility and Travel Market Analysis**

Consultant will develop a thorough understanding of existing transit markets as well as potential new markets – people who could be enticed to use transit by making changes to the existing services provided – for each alternative and locations inside the Project corridor. This assessment would examine origins and destinations within the Project corridor and both inside and outside of the Project corridor.

Consultant will utilize existing data sources that document post-COVID travel patterns to document the travel markets in the study area, including but not limited to US Census data including the journey to work; regional travel demand model outputs; transit operator data and on-board survey results; MPO transportation and land use data and other studies as available. The market assessment should cover the following:

- Geographic distribution of households by size, vehicle ownership, income level, number of workers, children, senior citizens, persons with disabilities, and racial demographics
- Key geographic travel markets such as Central Business District (“CBD”) commute, reverse commute, and suburb-to-suburb or crosstown/circumferential commutes
- Trip volumes by mode and purpose between various districts and major trip attractors
- Regional trip-making behavior, including trip production and attraction totals and corresponding densities of trip-making by trip purpose.
- Non-work travel for medical, shopping, cultural, educational, and recreational purposes
- Identification of development zones and vacant and/or underutilized land and buildings within the

immediate alignment, together with a general redevelopment analysis based on building age and property values.

- Transfer opportunities with other local and regional transit lines, as well as transfer times.
- Park-and-ride facilities, utilization, and opportunities
- Bike and pedestrian accessibility to the transit stop locations.
- Time period related to the transit service.

Consultant will prepare a brief memorandum for the market assessment for presentation to County's Project Manager, and then the PAG.

**Task Deliverable:**

- Transit Mobility and Travel Market Analysis Report (Draft and Final)
- Transit and Mobility Conditions Report Assessment (Draft and Final)

**6.6.3 Mobility-Based Project Justification Criteria**

Under this subtask, Consultant must utilize information obtained in the development of the Travel Market Analysis to compute the following four criteria based on travel forecasts, capital cost estimates, and operating cost estimates prepared as part of the PD&E effort:

- Cost Effectiveness
- Mobility Improvements
- Congestion Relief
- Environmental Benefits
- Economic Development

Key data from the PD&E effort will be obtained through the development of a Project-specific STOPS model, or other travel demand model, and should include:

- Current and horizon year "trips on Project" forecasts
- Current and horizon year new trips" forecasts
- Current and horizon year transit-dependent "trips on Project
- Current and horizon year change in auto and transit vehicle miles traveled.
- A capital cost estimate prepared using FTA's Standard Cost Categories
- Incremental operations and maintenance costs

The calculation and presentation of these criteria shall be prepared in accordance with FTA's most-recent New Starts Reporting Instructions for the Section 5309 New Starts Criteria.

**Task Deliverables:**

- FTA Project Justification Templates prepared at the beginning of Project Development (first draft, review and comments, second draft, final review and comments, and final draft)
- FTA Project Justification Templates to support Request to Enter Engineering / Consideration for President's Annual Budget (first draft, review and comments, second draft, final review and comments, and final draft)

**6.7 FINANCIAL PLAN**

**6.7.1 Financial Plan Development**

Consultant will develop a financial plan report documenting capital and operating expenses over 20 years, as well as revenue sources, financing arrangements for the LPA, supporting documentation required by FTA guidance, and supplemented with appropriate Appendices and attachments.

The financial plan report will consist of four primary sections and appendices. The first section will consist of an introduction including a description of the Project sponsor and funding partners, a description of the

Project, and a summary of the financial plan. The second section will present the capital cost plan including the proposed Project capital plan and the agency-wide capital plan. The third section will present the operating cost plan including operating revenues and operating and maintenance costs. The fourth section will present the cash-flow analysis including a twenty-year cash flow projection and the financial evaluation. Appendices will include a summary of regional economic forecasts, a summary of the financial condition of the Project sponsor, and a summary of the bus and rail fleet management plans.

#### **6.7.2 Financial Operating Plan**

Consultant must assist County's Project Manager in developing an Operating Plan consistent with FTA New Starts requirements. The financial operating plan will document five years of historical data and present 20 years of projected system operating revenues and operating maintenance costs to demonstrate the capability of the combination of existing and future agencies to operate and maintain the proposed Project while providing both existing and projected levels of transit service.

The financial operating plan will be developed to demonstrate the ability of County to rely on non-Federal funding sources to operate and maintain the entire transit system after the proposed Project is in revenue service. The operating plan will incorporate fare revenue forecasts for the Project. Fare revenue forecasts will be based on ridership forecasts and assumptions regarding fare levels. The local operating rail service fare structures will be used as a starting point. The plan will also provide forecasts for other operating revenue sources based on historical revenue figures from other operations and the assumptions used to develop the revenue forecasts. Inflation assumptions will be carefully documented within the revenue forecasts and listed separately in the financial plan.

The operating revenues and the operating & maintenance cost estimates will be combined to form an agency-wide operating plan. The operating plan, which is part of the overall financial cash flow, will be required to demonstrate that adequate additional funds are available to operate and maintain the proposed Project. If necessary, the operating plan will calculate the subsidy required to operate and maintain the Project.

#### **6.7.3 Capital Plan**

Consistent with FTA New Starts requirements, Consultant will prepare the required financial plan. The financial plan will contain a capability assessment of the agency's existing ability to adequately fund existing capital projects. This effort will consist of a forecast of existing capital spending plans as well as a review of the funding sources in place or programmed to pay for these developments. This information will be provided to Consultant by County's Project Manager.

The Project capital cost estimates will include actual expected capital costs, by year of expenditure, including contingencies. These will be incorporated into an annualized cost schedule that includes the total anticipated funding required and the Project year in which costs will occur. The capital cost estimates will be initially produced in current constant dollars and then escalated to the year of expenditure.

The components of the Project capital plan will be summarized and incorporated into an agency-wide capital plan. The agency plan will present capital funding and spending for each individual funding source and each individual capital project for the past five years and planned during the next 20 years. Capital plan documentation will include project names and descriptions, total capital costs and schedules, and proposed federal funding contributions for each existing, proposed, or planned project. Projects included in the MPO's LRTP and Transportation Improvement Program ("TIP") will be identified. The agency-wide capital plan will also include rail fleet acquisitions, replacement, and major rehabilitation consistent with the Fleet Management Plan.

All capital funding and expenditures will be combined into an agency-wide capital plan projection. Sufficient detail for other major projects will be included to provide a clear presentation of the overall capital funding information.

#### **6.7.4 Cash Flow Model**

As required by the FTA, Consultant will develop an agency-wide 20-year cash flow projection for operations and will include the capital and operating plans for BCT as a whole and for the Project. The 20-year cash flow projection will include:

- Funding sources and revenue forecasts
- Proposed Project capital budget
- Other planned capital projects
- Repayment schedules for existing and planned debt obligations (bond issues, etc.)
- Annual O&M expenses for the proposed Project and the existing system

The tables and schedules that will accompany the cash-flow modeling support the financial plan that will demonstrate:

- a) how financial and economic assumptions and Project cost estimates have been derived.
- b) how the resulting forecasts of capital and operating costs of the proposed Project fit into the agency-wide capital and operating plans.
- c) funds committed to the Project.
- d) how the revenue forecasts were developed
- e) how capital and operating plans impact projected agency cash flow. The cash flow statement will combine the results of the capital plan and the operating plan to summarize the year-by-year financial condition of the Project sponsor throughout the 20-year analysis period.

Consultant must conduct a sensitivity analysis, showing the impact of various risks, the agency and Project might face. Examples may include increased Project capital costs, reduced agency revenues, or increased O&M costs. The results from this analysis must be included in the financial plan.

#### **6.7.5 Supporting Documentation**

During the analysis, and consistent with FTA requirements, the following documents will be assembled in support of the financial plan:

- Past five years of audited financial statements
- Commitment letters, contracts, agreements, legislative referenda, joint development agreements, board resolutions, or other documents evidencing commitment of funds.
- Latest bonding prospectus
- Bus and rail fleet management plans
- Regional economic forecast documentation
- Description of innovative financing techniques (e.g., innovative funding sources or financing techniques to be used to support the Project or to be implemented as part of a larger system-wide program)
- Correspondence or other documentation indicating the local source's "intent to commit" if no formal commitment or programming of local funding is in place.
- Regional TIP
- Project finance plans or PMP for each major project
- Latest PMOC monthly or spot report
- Most recent strategic plan or budget

For all projections of fund revenues, the financial plan will use conservative rates of growth that do not exceed historical experience for that source. If the financial plan includes debt issues as non-Federal sources, a debt proceeds, and service plan will be developed as part of the financial plan documentation. The overall documentation will be in the form of a schedule that presents outstanding debt levels, the gross amount of each debt issuance, net proceeds from each issuance, bond rating for each issuance, debt service requirements, and interest rates for the past five years and for the information applicable 20 years into the future. The schedule will monitor annually the most restrictive debt covenant of the agency. This could change over time

as various issues become more critical and could encompass issues such as debt service ratio requirements, outstanding debt ceiling, or limits on debt expenditures during a specific time period.

The funding assessment will provide any additional evidence of the agency's ability to provide additional non-Federal funds. This could be in the form of existing or projected cash balances, additional debt capacity or commitments of additional funds from new or existing funding sources.

The financial plan will also contain a description of the Project sponsor and major funding partners, and an introduction and background information that will describe:

- Current transit system.
- Project sponsors and partners' capability to fund the construction and operation of the proposed Project.
- Description of the proposed Project
- Purpose and need for the Project
- How this Project fulfills the Project sponsor's objectives
- Strategy to provide the local share of Project funding.
- Summary of the projected financial position of the Project sponsor and the ability of the sponsor to fund planned capital improvements and continue to operate and maintain the existing transit system.

Consultant must prepare the financial plan report and all necessary supporting documentation in accordance with FTA guidance. Supporting documentation will include, but not necessarily be limited to, audited financial statements for the most recent three years, documents providing evidence of funding commitments, the latest bonding prospectus (if applicable), documentation of regional economic forecasts, documentation indicating the local source's intent to commit, and descriptions of any innovative financing techniques as applicable.

Supporting materials may be appended to the financial plan technical report or may need to be submitted as separate items, but as part of a complete financial information package.

**Task Deliverables:**

- O&M Cost Estimates (developed in previous tasks)
- Completed Finance Template
- Comprehensive Financial Plan
- 20-Year Cash Flow Model
- Sensitivity Analysis
- Supporting Documentation
- Completed Financial Submittal Checklist

## **6.8 RISK MANAGEMENT**

Consultant will provide risk management services. This includes the development of a risk register and a risk strategy for risk management and mitigation. Consultant must primarily document and track the risk register and risk strategy as a part of the Risk Contingency and Management Plan.

Consultant will lead risk assessment workshops which may include the utilization of Monte-Carlo or Beta scheduling software Risk simulation models (if required by County's Project Manager). It is proposed that Consultant hold two risk workshops with County staff and stakeholders – one at approximately 5% design and the second at approximately 30% design. These workshops are intended to prepare for the risk workshop to be facilitated by FTA's Project Management Oversight Consultant. Based on findings from the initial two risk workshops, Consultant will prepare materials for the risk workshop with the FTA and the PMOC.

As a part of the proposed risk workshops, Consultant will evaluate, explore, and analyze uncertainties and

risks, establish an appropriate qualitative and quantitative assessment of ranges of forecasted costs and schedules, describe and evaluate the analytical methods used, define the risk mitigation options, provide recommendations for adjustment to scope, cost, schedule Project delivery method, and construction methodology. After completion of the initial risk workshop, Consultant will develop a risk register that documents risks, their severity, and potential mitigation strategies. Consultant must update the risk register as needed as the design progresses and must maintain the risk register as an appendix to the Risk and Contingency Management Plan.

**Task Deliverable:**

- Risk register development – updates to occur, at a minimum, at 5% Design and draft 30% Design
- Materials required to hold three risk workshops (agenda, presentation, risk register, notes) – the Risk Workshop with FTA is listed as Optional Services.
- Risk and Contingency Management Plan development

## **6.9 INFORMATION COLLECTION AND ANALYSIS PLAN (BEFORE AND AFTER STUDY PLAN) (OPTIONAL SERVICES)**

FTA requires documentation of data regarding five Project characteristics (Project scope, transit service levels, capital costs, operating and maintenance costs, ridership patterns, and revenues (fares)) at specific Project development milestones. As a condition of entering engineering, FTA will require a plan for collecting information on these characteristics before (at Engineering and Federal Funding Grant Agreement (“FFGA”) written approval) and after (at Project completion and two years after opening revenue operations) execution of the Project. This Scope of Services includes the preparation of the plan only. On-board data collection and rider surveys that might be required to implement the plan are not included in this Scope of Services.

Consultant must prepare a Before and After Study Plan near the end of Project Development to support the request to enter New Starts Engineering. Consultant will follow FTA’s template to develop an FTA-compliant Before and After Study Plan.

The first Before and After Study Plan milestone is at the point of entry into Engineering. Consultant must draw upon data developed as part of the PD&E effort to develop a Before and After Study Forecasts Report to be submitted as part of the Engineering application. This will include:

- Summary of the Project scope as identified in the NEPA LPA,
- Capital Cost Estimate,
- O&M Cost Estimate,
- Ridership Forecasts
- Transit Service Levels.

Consultant must prepare and submit a draft report to the FTA for review and a final report then prepared for submittal with the Engineering application.

**Task Deliverables:**

- Before and After Study Plan (first draft, review and comments, second draft, final review and comments, and final draft)
- Before and After Study Forecast Report (first draft, review and comments, second draft, final review and comments, and final draft)

## **6.10 PROJECT MANAGEMENT PLAN AND SUBPLANS**

According to FTA’s Project Management Oversight OP 51, *“between Project Development and Engineering, the Project is likely to be subject to an in-depth review for management capacity and capability. Whether the Project Sponsor has the necessary management approach and organizational structure, internal and external controls, and other resources available to administer a Project is another important aspect of readiness to*

*enter Engineering.”*

A Project sponsor’s management capacity and capability are demonstrated by the preparation and use by the Project team of several key documents. It can be expected that, at a minimum, FTA will review the following, consistent with FTA guidance.

- PMP
- Management Capacity and Capability Documentation, including staffing plans.
- Quality Management Plan
- Safety and Security Management Plan; this includes:
  - Safety and Security Management Plan
  - Safety and Security Certification Plan (Optional Services)
  - SSCC (Optional Services)
  - FLSC (Optional Services)
  - CIL (Optional Services)
  - Preliminary Hazard Analysis
  - Threat and Vulnerability Assessment
- Real Estate Acquisition and Management Plan
- Risk and Contingency Management Plan (refer to Section 6.6 for a description of this Plan)
- Rail Fleet Management Plan

Consultant must review and update the rail fleet management plan as required by FTA to include the new service and vehicles from this Project. As the Project is expected to be deemed by the FTA as a rail project, it is assumed that there will be no changes needed for the Bus Fleet Management Plan. Drafting and/or updating a Bus Fleet Management Plan is not included in this Scope of Services.

County’s Project Manager will provide the most recently FTA-approved versions of these plans to Consultant for use on the Project. Consultant will review the FTA-compliant Safety and Security Management Plan (“SSMP”), Safety and Security Certification Plan (“SSCP”), Readiness for Engineering and Management Plan (“RAMP”), and Quality Management Plan (“QMP”) and update them to make these plans compliant with FTA requirements for the Project.

It is recommended that as the Project nears six months to a request for New Starts Engineering that County’s Project Manager meets with FTA to review any other Project management documentation expectations. Documents will include a first draft, review and comments, a second draft, a final review and comments, and a final draft.

**Task Deliverables:**

- PMP
- Management Capacity and Capability Documentation, including staffing plans.
- Quality Management Plan
- Safety and Security Management Plan; this includes:
  - Safety and Security Management Plan
  - Safety and Security Certification Plan (Optional Services)
  - SSCC (Optional Services)
  - FLSC (Optional Services)
  - CIL (Optional Services)
  - Preliminary Hazard Analysis
  - Threat and Vulnerability Assessment
- Real Estate Acquisition and Management Plan
- Risk and Contingency Management Plan (refer to Section 6.6 for a description of this Plan)
- Rail Fleet Management Plan

## **6.11 REQUEST TO ENTER TO ENGINEERING (OPTIONAL SERVICES)**

Consultant must compile the final versions of the following for submittal to the FTA. This package will include all items identified on the Engineering Checklist developed in the previous task. The following provides the listing of required elements for the FTA Request to Enter Engineering for the purposes of this Scope of Services:

- New Starts templates used for developing the evaluation criteria and ratings
- Financial plan and cash flow statement, including supporting documentation demonstrating at least 30 percent of the non-CIG funding is committed
- Project cost estimate provided using the Standard Cost Category worksheets (which includes cost of PD, Engineering, Construction, and Financing)
- PMP and Subplans
- Integrated Project schedule
- Documentation of Project definition and scope
- Contracting plans and documents (not included as part of this Scope of Services)
- Project delivery method identified and reflected throughout the other required products
- Identification of all third-party agreements with the schedule for completion
- A preliminary geotechnical report
- A draft value engineering report (by others)
- Preliminary safety hazard analysis and a preliminary threat and vulnerability analysis as well as initial safety and security design criteria
- The draft constructability review report
- A statement signed by the CEO describing the progress the agency has made toward meeting Transit Asset Management (“TAM”) plan State of Good Repair (“SGR”) targets and including as supporting documentation an up-to-date TAM plan and narrative report from the National Transit Database; and
- Draft Information Collection and Analysis plan (formerly known as Before-and-After Study plan)

### **Task Deliverables:**

- New Starts Request to Enter Engineering (three copies draft version, six copies final version)
- Quarterly Project Update Meetings with the PMOC

## **6.12 NEW STARTS CONSTRUCTION GRANT APPLICATION (OPTIONAL SERVICES)**

Consultant will prepare the required information to request FTA entry into the final design. Upon completion of the final design, Consultant will prepare a request for the New Starts Construction Grant. Consultant will work with County’s Project Manager to complete and submit to the FTA Associate Administrator for Planning and Environment, and the FTA Regional Administrator, the formal New Starts Construction Grant Application and attachments including:

- Core Capacity templates used for developing the evaluation criteria and ratings
- Financial plan and cash flow statement, including supporting documentation demonstrating all of the non-CIG funding is committed
- Project cost estimated provided using the SCC worksheets that include a delineation of Core Capacity elements from any SGR elements
- Draft FFGA contract and attachments
- Draft grant applications in FTA’s electronic grant-making system
- Project definition that has been refined and updated to support the level of design
- Updated cost and integrated Project schedule reflecting the level of design
- Contracting plans and documents
- Value Engineering Reports as applicable
- Constructability Review Report
- Information Collection and Analysis plan (formerly known as Before-and-After Study plan)

- Updated PMPs and Subplans for the FFGA phase including:
  - Risk and Contingency Management Plan
  - Documented processes and procedures to manage the Project during FFGA/Construction
  - and
  - Staffing plans addressing but not limited to the following areas: Real Estate, Schedule and Cost controls, Risk Management, Construction Management, Quality Assurance/Quality Control, Safety and Security
- Documentation showing all major third-party agreements and permits are completed and in place.
- A statement signed by the CEO describing the progress the agency has made toward meeting TAM targets and including as supporting documentation an up-to-date TAM plan and National Transit Database (“NTD”) Narrative Report; and
- Documentation showing all critical issues identified in prior FTA reviews are resolved

**Task Deliverables:**

- Request to enter final design
- New Starts Grant Application and required documentation upon completion of final design

**7 TASK 7: POST PD&E STUDY SERVICES (OPTIONAL SERVICES)**

The scope and fee for the below tasks are to be developed and negotiated in the future, as needed.

The following list of activities are probable tasks that are yet to be defined by both Consultant and County’s Project Manager. These activities are anticipated to support the development of DBOM procurement RFP for the Project:

- Preparation of 30% Construction Plans
- Preparation of Design Criteria Package
- Preparation of responses to RFIs
- Evaluation of alternative technical concepts
- Assessment of potential NEPA reevaluation needed due to alternative technical concepts or other design variances considered by County’s Project Manager during the RFP process
- Development of technical procurement bridging documents for a DBOM procurement
- Other Technical Support during and after the DBOM RFP process if needed by the County

**Exhibit B**  
**Maximum Billing Rates**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development  
 & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.

| TITLE   | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|---|--------------------------------------|---|------------|---|---------------------------------------|
|   |                                      |   | 2.72       |   |                                       |
| Chief Multimodal Engineer                         | \$201.90                             | X | 2.72       | = | \$549.17                              |
| Principal Civil Engineer                          | \$168.30                             | X | 2.72       | = | \$457.78                              |
| Principal-in-Charge                               | \$155.50                             | X | 2.72       | = | \$422.96                              |
| Chief Roadway Engineer                            | \$149.80                             | X | 2.72       | = | \$407.46                              |
| Chief Track Engineer 2                            | \$148.90                             | X | 2.72       | = | \$405.01                              |
| Chief Transit Systems Engineer                    | \$145.00                             | X | 2.72       | = | \$394.40                              |
| Roadway Senior Engineer 2                         | \$142.80                             | X | 2.72       | = | \$388.42                              |
| Chief Systems Engineer                            | \$139.50                             | X | 2.72       | = | \$379.44                              |
| Chief Transit Operations and Maintenance          | \$132.70                             | X | 2.72       | = | \$360.94                              |
| Lead Engineer                                     | \$131.00                             | X | 2.72       | = | \$356.32                              |
| Project Manager 3                                 | \$130.90                             | X | 2.72       | = | \$356.05                              |
| Chief Industrial Design Engineer                  | \$128.40                             | X | 2.72       | = | \$349.25                              |
| Environemnta, Inc. Chief Transit Facility Advisor | \$128.10                             | X | 2.72       | = | \$348.43                              |
| Chief Track Engineer 1                            | \$127.80                             | X | 2.72       | = | \$347.62                              |
| Senior Project Engineer                           | \$125.80                             | X | 2.72       | = | \$342.18                              |
| Senior Transit Planner                            | \$121.40                             | X | 2.72       | = | \$330.21                              |
| Chief Utility Engineer                            | \$119.90                             | X | 2.72       | = | \$326.13                              |
| Senior Systems Designer                           | \$116.50                             | X | 2.72       | = | \$316.88                              |
| Chief Environmental Engineer                      | \$115.40                             | X | 2.72       | = | \$313.89                              |
| Senior Engineer 1                                 | \$113.20                             | X | 2.72       | = | \$307.90                              |
| Vertical Transportation Engineer                  | \$112.60                             | X | 2.72       | = | \$306.27                              |
| Senior Architect                                  | \$110.40                             | X | 2.72       | = | \$300.29                              |
| Senior Electrical Engineer                        | \$110.00                             | X | 2.72       | = | \$299.20                              |

| TITLE                                    | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|--|--------------------------------------|---|------------|---|---------------------------------------|
|  |                                      |   | 2.72       |   |                                       |
| Project Procurement Specialist           | \$110.00                             | X | 2.72       | = | \$299.20                              |
| Senior Planner                           | \$110.00                             | X | 2.72       | = | \$299.20                              |
| Senior Transit Systems Engineer/Designer | \$109.90                             | X | 2.72       | = | \$298.93                              |
| Deputy Project Manager 2                 | \$109.60                             | X | 2.72       | = | \$298.11                              |
| Senior Designer                          | \$99.00                              | X | 2.72       | = | \$269.28                              |
| Noise and Air Quality Manager            | \$97.60                              | X | 2.72       | = | \$265.47                              |
| Quality Assurance Manager                | \$94.40                              | X | 2.72       | = | \$256.77                              |
| Chief Transit Operations Analyst         | \$93.00                              | X | 2.72       | = | \$252.96                              |
| Senior Engineer 2                        | \$92.50                              | X | 2.72       | = | \$251.60                              |
| Systems Engineer                         | \$90.40                              | X | 2.72       | = | \$245.89                              |
| Senior Noise and Air Quality Analyst     | \$89.90                              | X | 2.72       | = | \$244.53                              |
| Senior Track Engineer                    | \$86.60                              | X | 2.72       | = | \$235.55                              |
| Senior Transit Task Manager              | \$86.00                              | X | 2.72       | = | \$233.92                              |
| Project Controls Manager                 | \$84.80                              | X | 2.72       | = | \$230.66                              |
| Traffic Engineer                         | \$83.10                              | X | 2.72       | = | \$226.03                              |
| Senior Mechanical Engineer               | \$80.50                              | X | 2.72       | = | \$218.96                              |
| Senior Industrial Engineer               | \$78.80                              | X | 2.72       | = | \$214.34                              |
| Safety and Security Manager              | \$75.50                              | X | 2.72       | = | \$205.36                              |
| Transit Operations Analyst               | \$72.60                              | X | 2.72       | = | \$197.47                              |
| Senior Transit Operations Analyst        | \$72.30                              | X | 2.72       | = | \$196.66                              |
| Project Planner                          | \$71.00                              | X | 2.72       | = | \$193.12                              |
| Track Engineer                           | \$69.80                              | X | 2.72       | = | \$189.86                              |
| Engineer 2                               | \$69.70                              | X | 2.72       | = | \$189.58                              |
| Senior Environmental Planner             | \$66.20                              | X | 2.72       | = | \$180.06                              |
| Senior Utility Engineer                  | \$65.50                              | X | 2.72       | = | \$178.16                              |
| Transit Task Manager                     | \$63.40                              | X | 2.72       | = | \$172.45                              |
| Systems Designer                         | \$61.70                              | X | 2.72       | = | \$167.82                              |
| Senior Track Designer                    | \$61.50                              | X | 2.72       | = | \$167.28                              |
| Industrial Engineer                      | \$58.80                              | X | 2.72       | = | \$159.94                              |
| Engineer 1                               | \$56.50                              | X | 2.72       | = | \$153.68                              |

| TITLE                               | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|-------------------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                                     |                                      |   | 2.72       |   |                                       |
| Senior Industrial Designer          | \$53.80                              | X | 2.72       | = | \$146.34                              |
| Transportation Data Analyst/Planner | \$46.60                              | X | 2.72       | = | \$126.75                              |
| Industrial Designer                 | \$41.40                              | X | 2.72       | = | \$112.61                              |
| Planner                             | \$39.20                              | X | 2.72       | = | \$106.62                              |
| Designer                            | \$39.10                              | X | 2.72       | = | \$106.35                              |
| Track Designer                      | \$38.00                              | X | 2.72       | = | \$103.36                              |
| Project Administrator               | \$38.00                              | X | 2.72       | = | \$103.36                              |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.72** is calculated as follows:

OVERHEAD = 94.46%

FRINGE = 53.09%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.72

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Adrian Gonzalez & Associates, P.A.

| TITLE                        | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE (\$/HR) |
|------------------------------|-----------------------------------|---|------------|---|------------------------------------|
| Acquisition<br>Administrator | \$75.76                           | X | 2.31       | = | \$175.01                           |

Each Maximum Billing Rate is CPI-Linked

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: AirQuest Environmental, Inc.

| TITLE                            | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|----------------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                                  |                                      |   | 2.31       |   |                                       |
| Principal Environmental Engineer | \$137.50                             | X | 2.31       | = | \$300.00*                             |
| Professional Geologist           | \$137.50                             | X | 2.31       | = | \$300.00*                             |
| Senior Environmental Manager     | \$81.64                              | X | 2.31       | = | \$188.59                              |
| Senior Environmental Scientist   | \$53.13                              | X | 2.31       | = | \$122.73                              |
| Director of Operations           | \$45.74                              | X | 2.31       | = | \$105.66                              |
| Environmental Scientist III      | \$35.00                              | X | 2.31       | = | \$80.85                               |
| Environmental Scientist I        | \$24.25                              | X | 2.31       | = | \$56.02                               |

Each Maximum Billing Rate is CPI-Linked

Multiplier of 2.31 is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Notes:**

Maximum Billing Rates capped at \$300.

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Alice Bravo & Associates, L.L.C.

| TITLE              | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|--------------------|-----------------------------------|---|------------|---|----------------------------|
|                    |                                   |   | 2.31       |   | (\$/HR)                    |
| Principal Engineer | 150.00                            | X | 2.31       |   | 346.50                     |
| Senior Planner     | 100.00                            | X | 2.31       |   | 231.00                     |
| Graphics/Clerical  | 30.00                             | X | 2.31       |   | 69.30                      |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: AREHNA Engineering Inc.

| TITLE                             | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|-----------------------------------|-----------------------------------|---|------------|---|---------------------------------------|
|                                   |                                   |   |            |   |                                       |
| MAT Chief Engineer 1              | \$87.41                           | X | 3.00       | = | \$262.23                              |
| MAT Project Manager 3             | \$74.00                           | X | 3.00       | = | \$222.00                              |
| MAT Senior Engineer               | \$61.54                           | X | 3.00       | = | \$184.62                              |
| MAT Engineer 1                    | \$57.34                           | X | 3.00       | = | \$172.02                              |
| MAT Engineer Intern               | \$38.47                           | X | 3.00       | = | \$115.41                              |
| MAT CADD/Computer Technician      | \$33.95                           | X | 3.00       | = | \$101.85                              |
| MAT Senior Engineering Technician | \$36.00                           | X | 3.00       | = | \$108.00                              |
| MAT Engineering Technician 1      | \$25.00                           | X | 3.00       |   | \$75.00                               |
| MAT Technical Secretary           | \$22.00                           | X | 3.00       |   | \$66.00                               |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **3.00** is calculated as follows:

OVERHEAD = 138.56%

FRINGE = 51.58%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (3.30%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 3.00

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: ASA Consultants, Inc.

| TITLE                           | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|---------------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                                 |                                      |   | 2.98       |   |                                       |
| Principle Bridge Engineer       | \$92.00                              |   | 2.98       |   | \$274.16                              |
| Senior Engineer Bridge/ Roadway | \$72.00                              |   | 2.98       |   | \$214.56                              |
| Engineer Bridge/Roadway         | \$67.00                              |   | 2.98       |   | \$199.66                              |
| Chief Designer 1                | \$45.00                              |   | 2.98       |   | \$134.10                              |
| Senior Engineering Technician 1 | \$37.00                              |   | 2.98       |   | \$110.26                              |
| CADD/Computer Technician        | \$30.00                              |   | 2.98       |   | \$89.40                               |
| Designer                        | \$30.00                              |   | 2.98       |   | \$89.40                               |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.98** is calculated as follows:

OVERHEAD = 129.16%

FRINGE = 41.25%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.98

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Burns & McDonnell Engineering Company, Inc.

| TITLE                       | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|-----------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                             |                                      |   | 3.00       |   |                                       |
| Project Manager (Systems)   | \$90.13                              | X | 3.00       | = | \$270.39                              |
| Lead Engineer               | \$86.27                              | X | 3.00       | = | \$258.81                              |
| Communications Systems Lead | \$77.52                              | X | 3.00       | = | \$232.56                              |
| Project Engineer/Design QM  | \$74.30                              | X | 3.00       | = | \$222.90                              |
| Fleet/Vehicle Engineer      | \$69.45                              | X | 3.00       | = | \$208.35                              |
| Safety & Security Manager   | \$57.86                              | X | 3.00       | = | \$173.58                              |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **3.00** is calculated as follows:

OVERHEAD = 114.00%

FRINGE = 59.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 3.00

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement: Airport Seaport Convention Center Transportation Project Development  
 & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Curtis & Rogers Design Studio, Inc.

| TITLE                         | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|-------------------------------|--------------------------------------|---|------------|---|----------------------------|
|                               |                                      |   | 2.31       |   | (\$/HR)                    |
| Principal Landscape Architect | \$93.15                              | X | 2.31       |   | \$215.28                   |
| Senior Landscape Architect    | \$64.42                              | X | 2.31       |   | \$148.81                   |
| Project Landscape Architect   | \$53.74                              | X | 2.31       |   | \$124.14                   |
| Landscape Architect           | \$38.94                              | X | 2.31       |   | \$89.95                    |
| Landscape Designer            | \$33.65                              | X | 2.31       |   | \$77.73                    |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Cyriacks Environmental Consulting Services, Inc.

| TITLE                       | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|-----------------------------|-----------------------------------|---|------------|---|----------------------------|
|                             |                                   |   | 3.00*      |   | (\$/HR)                    |
| Principal Scientist         | 96.15                             | X | 3.00       | = | \$288.45                   |
| Sr Environmental Specialist | 43.27                             | X | 3.00       | = | \$129.81                   |
| GIS Specialist              | 42.87                             | X | 3.00       | = | \$128.61                   |
| Environmental Specialist    | 38.46                             | X | 3.00       | = | \$115.38                   |
| Scientist                   | 29.33                             | X | 3.00       | = | \$87.99                    |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **5.19** is calculated as follows:

OVERHEAD = 258.91%

FRINGE = 113.09%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 5.19

**Notes:**

\*Broward County multiplier capped at 3.00.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: DY Consulting Engineers, P.C.

| TITLE  | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|--|--------------------------------------|---|------------|---|---------------------------------------|
|  |                                      |   | 2.92       |   |                                       |
| Principal Airport Planner/Engineer (DY)      | \$102.74                             | X | 2.92       | = | \$300.00                              |
| Senior Project Manager (SG/MH)               | \$102.74                             | X | 2.92       | = | \$300.00                              |
| Director/Principal, Aviation Planning (PT)   | \$93.75                              | X | 2.92       | = | \$273.75                              |
| Airport Engineering Project Director (NL)    | \$93.75                              | X | 2.92       | = | \$273.75                              |
| Airport Senior Electrical Engineer (ED/JR)   | \$90.86                              | X | 2.92       | = | \$265.32                              |
| Architect-Passenger Experience (MP)          | \$85.62                              | X | 2.92       | = | \$250.00                              |
| Managing Consultant, Aviation Planning (DR)  | \$76.92                              | X | 2.92       | = | \$224.61                              |
| Senior Consultant, Aviation Planning (YA/YL) | \$63.46                              | X | 2.92       | = | \$185.30                              |
| Airport Senior Civil Engineer (NS)           | \$52.89                              | X | 2.92       | = | \$154.44                              |
| Consultant, Aviation Planning (TC)           | \$44.95                              | X | 2.92       | = | \$131.25                              |
| Airport Electrical Engineer (DC)             | \$44.95                              | X | 2.92       | = | \$131.25                              |
| Airport Civil Engineer (RM)                  | \$44.95                              | X | 2.92       | = | \$131.25                              |
| Airport Designer (GC)                        | \$42.31                              | X | 2.92       | = | \$123.55                              |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.92** is calculated as follows:

OVERHEAD & FRINGE = 165.26%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.92

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Garth Solutions, Inc.

| TITLE                             | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|-----------------------------------|-----------------------------------|---|------------|---|----------------------------|
|                                   |                                   |   | 2.31       |   | (\$/HR)                    |
| Public Engagement Principal       | \$61.89                           | X | 2.31       | = | \$142.97                   |
| Sr. Community Outreach Specialist | \$51.92                           | X | 2.31       | = | \$119.94                   |
| Municipal Outreach Specialist     | \$45.67                           | X | 2.31       | = | \$105.50                   |
| Community Relations Specialist    | \$28.84                           | X | 2.31       | = | \$66.62                    |
| Content Strategist                | \$55.28                           | X | 2.31       | = | \$127.70                   |
| Content Developer                 | \$31.25                           | X | 2.31       | = | \$72.19                    |
| Multimedia Specialist             | \$33.65                           | X | 2.31       | = | \$77.73                    |
| Graphic Designer                  | \$31.25                           | X | 2.31       | = | \$72.19                    |
| Social Media/Copywriter           | \$33.65                           | X | 2.31       | = | \$77.73                    |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Note:**

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Hatch Associates Consultants, Inc.

| TITLE                           | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|---------------------------------|--------------------------------------|---|------------|---|----------------------------|
|                                 |                                      |   | 2.96       |   | (\$/HR)                    |
| Transit/TOD Planning Principal  | \$168.27                             | X | 2.96       | = | \$498.08                   |
| TOD/Land-Use Planning Principal | \$122.12                             | X | 2.96       | = | \$361.48                   |
| Seaport Planning Principal      | \$117.60                             | X | 2.96       | = | \$348.10                   |
| Transit Engineer Principal      | \$115.43                             | X | 2.96       | = | \$341.67                   |
| Seaport Operations Principal    | \$108.17                             | X | 2.96       | = | \$320.18                   |
| Transit Senior Engineer         | \$97.60                              | X | 2.96       | = | \$288.90                   |
| TOD/Land-Use Senior Planner     | \$88.94                              | X | 2.96       | = | \$263.26                   |
| Transit Mid-Level Engineer      | \$84.76                              | X | 2.96       | = | \$250.89                   |
| Seaport Senior Planner          | \$72.07                              | X | 2.96       | = | \$213.33                   |
| TOD/Land-use Mid-level Planner  | \$66.11                              | X | 2.96       | = | \$195.69                   |
| Seaport Mid-level Engineer      | \$60.96                              | X | 2.96       | = | \$180.44                   |
| TOD/Land-Use Junior Planner     | \$50.63                              | X | 2.96       | = | \$149.86                   |
| Seaport Junior Engineer         | \$49.90                              | X | 2.96       | = | \$147.70                   |
| Transit Junior Engineer         | \$45.14                              | X | 2.96       | = | \$133.61                   |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.96** is calculated as follows:

OVERHEAD = 101.03%

FRINGE = 68.17%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 2.96

**EXHIBIT B**  
**MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: HDR Engineering, Inc.

| TITLE                           | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|---------------------------------|--------------------------------------|---|------------|---|----------------------------|
|                                 |                                      |   | 2.84       |   | (\$/HR)                    |
| Chief Planner                   | \$ 144.36                            | X | 2.84       | = | \$ 409.98                  |
| Principal Engineer              | \$ 134.28                            | X | 2.84       | = | \$ 381.36                  |
| Chief Engineer 2                | \$ 127.63                            | X | 2.84       | = | \$ 362.47                  |
| Chief Scientist                 | \$ 124.37                            | X | 2.84       | = | \$ 353.21                  |
| Project Manager 3 (Engineering) | \$ 123.02                            | X | 2.84       | = | \$ 349.38                  |
| Senior Engineer 2               | \$ 120.20                            | X | 2.84       | = | \$ 341.37                  |
| Chief Engineer 1                | \$ 115.72                            | X | 2.84       | = | \$ 328.64                  |
| Senior Architect                | \$ 112.83                            | X | 2.84       | = | \$ 320.44                  |
| Senior Engineer 1               | \$ 104.98                            | X | 2.84       | = | \$ 298.14                  |
| Chief Designer                  | \$ 86.60                             | X | 2.84       | = | \$ 245.94                  |
| Engineer 2                      | \$ 86.54                             | X | 2.84       | = | \$ 245.77                  |
| Transportation Data Scientist   | \$ 80.17                             | X | 2.84       | = | \$ 227.68                  |
| Senior Planner                  | \$ 78.39                             | X | 2.84       | = | \$ 222.63                  |
| Project Architect               | \$ 76.29                             | X | 2.84       | = | \$ 216.66                  |
| Senior Environmental Specialist | \$ 74.52                             | X | 2.84       | = | \$ 211.64                  |
| GIS Specialist                  | \$ 66.93                             | X | 2.84       | = | \$ 190.08                  |
| Senior Designer                 | \$ 66.52                             | X | 2.84       | = | \$ 188.92                  |
| Senior Scientist                | \$ 63.87                             | X | 2.84       | = | \$ 181.39                  |
| Engineer 1                      | \$ 62.50                             | X | 2.84       | = | \$ 177.50                  |
| Engineering Intern              | \$ 60.69                             | X | 2.84       | = | \$ 172.36                  |
| Secretary/Clerical              | \$ 54.37                             | X | 2.84       | = | \$ 154.41                  |
| Designer                        | \$ 50.49                             | X | 2.84       | = | \$ 143.39                  |
| CADD/Computer Technician        | \$ 49.85                             | X | 2.84       | = | \$ 141.57                  |
| Graphic Designer                | \$ 45.00                             | X | 2.84       | = | \$ 127.80                  |
| Architect                       | \$ 44.71                             | X | 2.84       | = | \$ 126.98                  |
| Senior Engineering Technician   | \$ 43.48                             | X | 2.84       | = | \$ 123.48                  |
| Engineering Technician          | \$ 39.90                             | X | 2.84       | = | \$ 113.32                  |
| Planner                         | \$ 37.69                             | X | 2.84       | = | \$ 107.04                  |
| Design Intern                   | \$ 22.00                             | X | 2.84       | = | \$ 62.48                   |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.84** is calculated as follows:

OVERHEAD = 107.54%

FRINGE = 50.40%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.84

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Holt Communications, Inc.

| TITLE                        | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER<br><br>2.31 | = | MAXIMUM<br>BILLING<br>RATE<br><br>(\$/HR) |
|------------------------------|-----------------------------------|---|------------------------|---|---|
| Public Engagement Principal  | \$71.39                           | X | 2.31                   | = | \$164.91                                  |
| Outreach Manager             | \$40.19                           | X | 2.31                   | = | \$92.84                                   |
| Outreach Specialist - Senior | \$36.54                           | X | 2.31                   | = | \$84.41                                   |
| Outreach Specialist          | \$30.50                           | X | 2.31                   | = | \$70.46                                   |
| Outreach Specialist - Junior | \$20.00                           | X | 2.31                   | = | \$46.20                                   |
| Creative Director            | \$60.00                           | X | 2.31                   | = | \$138.60                                  |
| Graphic Designer - Senior    | \$39.38                           | X | 2.31                   | = | \$90.97                                   |
| Graphic Designer             | \$37.50                           | X | 2.31                   | = | \$86.63                                   |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Note:**

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Insight Transportation Consulting Inc.

| TITLE   | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|---|--------------------------------------|---|------------|---|---------------------------------------|
|   |                                      |   | 2.31       |   |                                       |
| Senior Advisor / Subject Matter Expert (Ridership/FTA Coordination) | \$108.00                             | X | 2.31       | = | \$249.48                              |
| Project Manager (Demand Forecasting)                                | \$88.00                              | X | 2.31       | = | \$203.28                              |
| Senior Transit Specialist (STOPS Modeling)                          | \$70.00                              | X | 2.31       | = | \$161.70                              |
| Data Scientist (Replica, Transit on-board surveys, APCs and AVL)    | \$60.00                              | X | 2.31       | = | \$138.60                              |
| Senior Data Analyst   | \$55.29                              | X | 2.31       | = | \$127.72                              |
| Travel Demand Modeler 2   | \$49.00                              | X | 2.31       | = | \$113.19                              |
| Data Analyst  | \$40.00                              | X | 2.31       | = | \$92.40                               |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Note:**

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Janus Research, Inc.

|                                      |                             |   | MULTIPLIER |   | MAXIMUM BILLING RATE |
|--------------------------------------|-----------------------------|---|------------|---|----------------------|
| TITLE                                | MAXIMUM HOURLY RATE (\$/HR) | X | 2.31       | = | (\$/HR)              |
| Project Manager (Cultural Resources) | \$92.00                     | X | 2.31       | = | \$212.52             |
| Chief Scientist                      | \$66.62                     | X | 2.31       | = | \$153.89             |
| Senior Scientist                     | \$48.96                     | X | 2.31       | = | \$113.10             |
| Chief Archaeologist                  | \$51.28                     | X | 2.31       | = | \$118.46             |
| Senior Archaeologist                 | \$32.50                     | X | 2.31       | = | \$75.08              |
| Graphic Designer                     | \$29.00                     | X | 2.31       | = | \$66.99              |
| Archaeologist                        | \$28.84                     | X | 2.31       | = | \$66.62              |
| Scientist                            | \$28.85                     | X | 2.31       | = | \$66.64              |
| Secretary/Clerical                   | \$19.50                     | X | 2.31       | = | \$45.05              |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Note:**

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: John C. Martin Associates, LLC DBA Martin Associates

|   |                             |   | MULTIPLIER |   | MAXIMUM BILLING RATE |
|---|-----------------------------|---|------------|---|----------------------|
| TITLE   | MAXIMUM HOURLY RATE (\$/HR) | X | 2.31       | = | (\$/HR)              |
| Officer-in-charge/Project Manager (Economist) | 129.87                      | X | 2.31       | = | 300.00               |
| Senior Economist                              | \$100.96                    | X | 2.31       | = | \$233.22             |
| Economist                                     | \$55.29                     | X | 2.31       | = | \$127.72             |
| Researcher                                    | \$45.28                     | X | 2.31       | = | \$104.60             |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Note:**

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: JSM & Associates, LLC

| TITLE                     | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|---------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                           |                                      |   | 2.31       |   |                                       |
| Program Manager (Baggage) | 81.73                                | X | 2.31       | = | 188.80                                |
| BHS SME / PE              | 81.73                                | X | 2.31       | = | 188.80                                |
| Project Manager           | 72.12                                | X | 2.31       | = | 166.60                                |
| Electrical Engineer       | 61.54                                | X | 2.31       | = | 142.16                                |
| Mechanical Eng.           | 57.69                                | X | 2.31       | = | 133.26                                |
| CAD Designer              | 38.46                                | X | 2.31       | = | 88.84                                 |
| Admin                     | 27.88                                | X | 2.31       | = | 64.40                                 |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

**Note:**

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Justin Architects, P.A.

| TITLE                       | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|-----------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                             |                                      |   | 2.53       |   |                                       |
| Principal - Licensed        | \$95.00                              | X | 2.53       | = | \$240.35                              |
| Senior Architect - Licensed | \$90.00                              | X | 2.53       | = | \$227.70                              |
| Architect - Licensed        | \$76.92                              | X | 2.53       | = | \$194.61                              |
| Project Manager             | \$72.12                              | X | 2.53       | = | \$182.46                              |
| Field Representative        | \$64.90                              | X | 2.53       | = | \$164.20                              |
| BIM Manager                 | \$50.48                              | X | 2.53       | = | \$127.71                              |
| Drafter                     | \$45.67                              | X | 2.53       | = | \$115.55                              |
| Administrative Assistant    | \$40.87                              | X | 2.53       | = | \$103.40                              |

Each Maximum Billing Rate is CPI-Linked  
 Multiplier of **2.53** is calculated as follows:

OVERHEAD = 92.81%

FRINGE = 37.50%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 2.53

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Lea & Elliott, Inc.

| TITLE   | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|---|-----------------------------------|---|------------|---|----------------------------|
|   |                                   |   | 2.98       |   | (\$/HR)                    |
| Chief Systems Engineer (Power Systems)                                | \$118.24                          | X | 2.98       | = | \$352.36                   |
| Chief Systems Engineer (Alternative Analysis/ Operations/ Simulation) | \$114.57                          | X | 2.98       | = | \$341.42                   |
| Lead Systems Engineer (Technology Assessment/ Safety and Operation)   | \$104.78                          | X | 2.98       | = | \$312.24                   |
| Sr. Systems Designer  | \$90.36                           | X | 2.98       | = | \$269.27                   |
| Project Manager – Corridor Evaluation O/S                             | \$77.29                           | X | 2.98       | = | \$230.32                   |
| System Engineer   | \$78.07                           | X | 2.98       | = | \$232.65                   |
| Jr. Systems Engineer  | \$48.98                           | X | 2.98       | = | \$145.96                   |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.98** is calculated as follows:

OVERHEAD = 120.97%

FRINGE = 49.97%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.98

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development  
 & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: McFarland-Johnson, Inc.

| TITLE   | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|---|-----------------------------------|---|------------|---|----------------------------|
|   |                                   |   | 3.00       |   | (\$/HR)                    |
| (P09) Principal Engineer                                | \$132.20                          | X | 3.00       | = | \$396.60                   |
| (P08) Quality Controls Director                         | \$105.00                          | X | 3.00       | = | \$315.00                   |
| (P07) Lead Project Engineer                             | \$89.50                           | X | 3.00       | = | \$268.50                   |
| (P06) Sr. Project Engineer / Planner /<br>Environmental | \$76.92                           | X | 3.00       | = | \$230.76                   |
| (P05) Project Engineer / Planner /<br>Environmental     | \$66.30                           | X | 3.00       | = | \$198.90                   |
| (I04) Resident Inspector                                | \$58.62                           | X | 3.00       | = | \$175.86                   |
| (T05) Technician Supervisor                             | \$57.00                           | X | 3.00       | = | \$171.00                   |
| (P04) Sr. Engineer / Planner /<br>Environmental         | \$51.92                           | X | 3.00       | = | \$155.76                   |
| (T04) Sr. Technician                                    | \$45.20                           | X | 3.00       | = | \$135.60                   |
| (P03) Assistant Engineer /Planner /<br>Environmental    | \$43.50                           | X | 3.00       | = | \$130.50                   |
| (T03) Technician  | \$40.30                           | X | 3.00       | = | \$120.90                   |
| (P02) Jr.<br>Engineer/Planner/Environmental             | \$38.92                           | X | 3.00       | = | \$116.76                   |
| (P01) Jr. Engineer / Planner /<br>Environmental         | \$35.70                           | X | 3.00       | = | \$107.10                   |
| (I02) Inspector   | \$31.22                           | X | 3.00       | = | \$93.66                    |
| (T02) Assistant Technician                              | \$30.16                           | X | 3.00       | = | \$90.48                    |
| (T01) Jr Assistant                                      | \$26.00                           | X | 3.00       | = | \$78.00                    |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **3.00** is calculated as follows:

OVERHEAD = 93.53%

FRINGE = 79.20%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 3.00

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Nationwide Traffic Data, LLC.

| TITLE                           | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|---------------------------------|--------------------------------------|---|------------|---|---------------------------------------|
|                                 |                                      |   | 2.31       |   |                                       |
| Project Director (Traffic Data) | \$38.46                              | X | 2.31       | = | \$88.84                               |
| Project Manager (Traffic Data)  | \$24.04                              | X | 2.31       | = | \$55.53                               |
| Sr. Technician                  | \$22.60                              | X | 2.31       | = | \$52.21                               |
| Technician                      | \$19.23                              | X | 2.31       | = | \$44.42                               |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 2.31

Note:

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**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Premiere Design Solutions, Inc.

| TITLE                    | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|--------------------------|-----------------------------------|---|------------|---|---------------------------------------|
|                          |                                   |   | 2.78       |   |                                       |
| Principal / QAQC         | \$111.00                          | X | 2.78       | = | \$308.58                              |
| Senior Project Engineer  | \$82.00                           | X | 2.78       | = | \$227.96                              |
| Chief Surveyor           | \$65.51                           | X | 2.78       | = | \$182.12                              |
| Project Engineer         | \$42.00                           | X | 2.78       | = | \$116.76                              |
| Administrative Assistant | \$34.13                           | X | 2.78       | = | \$94.88                               |
| CAD/Computer Technician  | \$32.50                           | X | 2.78       | = | \$90.35                               |
| Survey Technician        | \$25.00                           | X | 2.78       | = | \$69.50                               |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.78** is calculated as follows:

OVERHEAD = 116.56%

FRINGE = 36.32%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
 = 2.78

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: PSA Constructors, Inc. DBA PSA Management, Inc.

|  | MAXIMUM<br>HOURLY<br>RATE |   | MULTIPLIER |   | MAXIMUM<br>BILLING<br>RATE |
|--|---------------------------|---|------------|---|----------------------------|
| TITLE                                    | (\$/HR)                   | X | 3.00*      | = | (\$/HR)                    |
| Senior PM – Design Review                | \$88.00                   | X | 3.00       | = | \$264.00                   |
| Senior Construction Manager              | \$80.00                   | X | 3.00       | = | \$240.00                   |
| Sr. Transportation Manager Ports/Highway | \$75.00                   | X | 3.00       | = | \$225.00                   |
| PM Civil                                 | \$75.00                   | X | 3.00       | = | \$225.00                   |
| PM Pre-Const./Constructability           | \$70.00                   | X | 3.00       | = | \$210.00                   |
| QA/QC Manager                            | \$70.00                   | X | 3.00       | = | \$210.00                   |
| Construction Field Manager               | \$70.00                   | X | 3.00       | = | \$210.00                   |
| Senior Estimator                         | \$65.00                   | X | 3.00       | = | \$195.00                   |
| Senior Project Scheduler                 | \$65.00                   | X | 3.00       | = | \$195.00                   |
| Document Controls Manager                | \$52.00                   | X | 3.00       | = | \$156.00                   |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **3.22** is calculated as follows:

OVERHEAD = 150.34%

FRINGE = 42.75%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 3.22

**Notes:**

Broward County Multiplier Capped at 3.00.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Resource Systems Group, Inc.

| TITLE                               | MAXIMUM<br>HOURLY RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE |
|-------------------------------------|-----------------------------------|---|------------|---|----------------------------|
|                                     |                                   |   | 3.00       |   | (\$/HR)                    |
| Senior Advisor/Technical Expert III | \$134.52                          | X | 3.00       | = | \$403.56                   |
| Senior Advisor/Technical Expert II  | \$130.08                          | X | 3.00       | = | \$390.24                   |
| Sr. Supervising Modeler             | \$114.98                          | X | 3.00       | = | \$344.94                   |
| Senior Advisor/Technical Expert I   | \$111.76                          | X | 3.00       | = | \$335.28                   |
| Market Researcher/Modeler IV        | \$78.99                           | X | 3.00       | = | \$236.97                   |
| Market Researcher/Modeler III       | \$73.62                           | X | 3.00       | = | \$220.86                   |
| Market Researcher/Modeler II        | \$67.66                           | X | 3.00       | = | \$202.98                   |
| Associate Analyst III               | \$56.47                           | X | 3.00       | = | \$169.41                   |
| Associate Analyst II                | \$50.54                           | X | 3.00       | = | \$151.62                   |
| Associate Analyst I                 | \$43.51                           | X | 3.00       | = | \$130.53                   |
| Market Researcher/Modeler I         | \$41.93                           | X | 3.00       | = | \$125.79                   |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **3.27** is calculated as follows:

OVERHEAD = 123.97%

FRINGE = 73.13%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 3.27

**Notes:**

Broward County multiplier capped at 3.00.

**EXHIBIT B  
MAXIMUM BILLING RATES**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Simply Strategic, Inc.

| TITLE  | MAXIMUM<br>HOURLY<br>RATE<br>(\$/HR) | X | MULTIPLIER | = | MAXIMUM<br>BILLING<br>RATE<br>(\$/HR) |
|--|--------------------------------------|---|------------|---|---------------------------------------|
|  |                                      |   | 2.31       |   |                                       |
| Principal Strategic/Executive Advisor/SME (Governance & Procurement) | \$175.00                             | X | 2.31       | = | \$404.25                              |
| Senior Consultant/SME (Governance & Procurement)                     | \$125.00                             | X | 2.31       | = | \$288.75                              |
| Principal/Strategic Communications (Organizational Management)       | \$120.00                             | X | 2.31       | = | \$277.20                              |
| Consultant/SME <sup>(1)</sup> (Governance & Procurement)             | \$75.00                              | X | 2.31       | = | \$173.25                              |
| Associate <sup>(1)</sup> (Governance & Procurement)                  | \$65.00                              | X | 2.31       | = | \$150.15                              |
| Project Support <sup>(1)</sup> (Governance & Procurement)            | \$45.00                              | X | 2.31       | = | \$103.95                              |

Each Maximum Billing Rate is CPI-Linked

Multiplier of **2.31** is calculated as follows:

OVERHEAD = 100.00%

FRINGE = 10.00%

FINAL OPERATING MARGIN = (1 + OVERHEAD + FRINGE) X OPERATING MARGIN (10.00%)

MULTIPLIER = (1 + OVERHEAD + FRINGE + FINAL OPERATING MARGIN)  
= 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.

<sup>(1)</sup> Anticipated hires/additional hires in the near future

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.

| Reimbursable                               | Unit | Unit Price |
|--|------|------------|
| Postage/Shipping                           | Each | Actuals    |
| Outside Reproduction (Marketing Materials) | Each | Actuals    |
| Printing                                   | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: AirQuest Environmental, Inc.

| Reimbursable   | Unit | Unit Price |
|--|------|------------|
| <u>Laboratory Analysis Based Upon a Two Week Turnaround</u>  |      |            |
| NIOSH 7400 Phase Contrast Microscopy – Asbestos  | Each | \$20.00    |
| Transmission Electron Microscopy (TEM) – Asbestos in Air   | Each | \$65.00    |
| Polarized Light Microscopy (PLM) – Asbestos Bulk   | Each | \$25.00    |
| Point Count Analysis – Asbestos Bulk   | Each | \$40.00    |
| PLM Non-Organically Bound (NOB) Asbestos Bulk  | Each | \$40.00    |
| TEM Asbestos Bulk  | Each | \$60.00    |
| PLM by EPA/600/R-93/116, Asbestos Soils  | Each | \$125.00   |
| ASTM D7521 Asbestos in Soil PLM Quantitative with TEM Qualitative Check  | Each | \$205.00   |
| Lead in Air via NIOSH 7082   | Each | \$20.00    |
| Individual Metal by ICP/ICP-MS (excludes Hg), Bulk   | Each | \$58.00    |
| Mercury (Hg) by CVAA via EPA 7471B (Bulk, Solids, Soil)  | Each | \$79.00    |
| RCRA (8 metals - Ag, As, Ba, Cd, Cr, Hg, Pb, Se) via EPA 6010D/7471B, Bulk   | Each | \$175.00   |
| Priority Pollutant Metals (13 Metals - Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn) via EPA 6010D/7471B, Bulk | Each | \$225.00   |
| Toxicity Characteristic Leaching Procedure (TCLP) Flame AA Lead, Bulk  | Each | \$84.00    |
| TCLP Single Element (Excluding Hg)   | Each | \$113.00   |
| TCLP Mercury (Hg) Only via EPA 1311/7470A  | Each | \$160.00   |
| TCLP RCRA (8 metals: Ag, As, Ba, Cd, Cr, Hg, Pb, Se) via EPA 1311/6010D/7470A, Bulk                                  | Each | \$235.00   |
| AE (SVOC-Acid Extractables) by GC/MS via 625.1/8270E   | Each | \$292.00   |
| BN (SVOC Base Neutral Extractables) by GC/MS via 625.1/8270E   | Each | \$292.00   |
| BNA (SVOC Base Neutral & Acid Extractables) by GC/MS via 625.1/8270E   | Each | \$475.00   |
| Creosote via 8015D   | Each | \$265.00   |
| TPH as Diesel Range Organics (DRO) by GC via 8015D   | Each | \$185.00   |
| TPH as Gasoline Range Organics (GRO) by GC via 8015D   | Each | \$185.00   |
| Polyaromatic Hydrocarbons (PAH's) by GC/MS via 625.1/8270E   | Each | \$290.00   |
| Polychlorinated Biphenyls (PCBs) Soil/Water via EPA SW-846 3540C/8082A/608.3   | Each | \$130.00   |
| PCBs - Bulk Sample, Caulking/Concrete/Paint Chips via EPA SW 846 3540C/3546//8082A                                   | Each | \$142.00   |
| PCBs - Oil Sample via EPA SW-846 3580A/8082A   | Each | \$130.00   |
| Pesticides by GC via 608/8081A   | Each | \$160.00   |
| Pesticides/PCBs by GC via 608.3/8081B/8082A  | Each | \$255.00   |
| VOA (BTEX) by GC/MS via 624.1/8260D  | Each | \$165.00   |
| TCLP (FULL) Organic and Inorganics via SW-846 1311, 8260D, 8270E, 8081B, 6010D, 7470A, 8151A, including ICR          | Each | \$1950.00  |
| <u>Equipment Rental and Supplies</u>   |      |            |
| XRF  | Day  | \$750.00   |
| Pump   | Day  | \$25.00    |

| Reimbursable   | Unit | Unit Price |
|--|------|------------|
| Air/Groundwater / Soil Sampling Disposal Sampling Supplies | Each | \$35.00    |
| Water Level Meter  | Day  | \$50.00    |
| Noise Meter / Sound Level Meter                            | Day  | \$105.00   |
| Four Gas Monitor   | Day  | \$125.00   |
| Photoionization Detector                                   | Day  | \$150.00   |
| Particulate Monitor  | Day  | \$175.00   |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: Alice Bravo & Associates, L.L.C.

| Reimbursable      | Unit | Unit Price |
|-------------------|------|------------|
| Printing Services | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project  
 Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: AREHNA Engineering Inc.

| Item # | Reimbursable  | Unit | Unit Price |
|--------|---|------|------------|
| 211    | Asphalt Pavement Coring - 6in dia with Base Depth Check   | Each | \$242.05   |
| 305    | Concrete Pavement Coring - 4in Dia                        | Each | \$201.17   |
| 306    | Concrete Pavement Coring - 6in Dia                        | Each | \$248.84   |
| 401    | Geo Auger Borings-H& & Truck/Mud Bug                      | LF   | \$12.11    |
| 415    | Geo Double Ring Infiltration ASTM D3385                   | Each | \$583.85   |
| 418    | Geo Drill Crew Support Vehicle                            | Day  | \$224.22   |
| 427    | Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft               | Each | \$72.31    |
| 428    | Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft             | Each | \$74.95    |
| 429    | Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft            | Each | \$88.20    |
| 432    | Geo Field Perm 0-10 Ft Open-End Borehole Method           | Each | \$399.93   |
| 433    | Geo Field Perm 10-25Ft Open-End Borehole Method           | Each | \$540.75   |
| 440    | Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft                | LF   | \$6.70     |
| 441    | Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft              | LF   | \$8.24     |
| 442    | Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft             | LF   | \$11.92    |
| 446    | Geo H& Auger with DCP (0-50 ft) ASTM D1452                | LF   | \$26.20    |
| 450    | Geo Piezometer 2in 0-50 Ft                                | LF   | \$61.94    |
| 462    | Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over       | LF   | \$62.39    |
| 463    | Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4in ID    | LF   | \$52.79    |
| 464    | Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over       | LF   | \$71.35    |
| 465    | Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4in ID  | LF   | \$72.04    |
| 466    | Geo Rock Coring Truck/Mud Bug 100-150 Ft 4in ID & over    | LF   | \$83.86    |
| 467    | Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4in ID | LF   | \$83.95    |
| 478    | Geo SPT Truck/Mud Bug 0-50 Ft                             | LF   | \$16.26    |
| 479    | Geo SPT Truck/Mud Bug 50-100 Ft                           | LF   | \$19.86    |
| 480    | Geo SPT Truck/Mud Bug 100-150 Ft                          | LF   | \$32.16    |
| 488    | Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft                 | LF   | \$11.37    |
| 489    | Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft               | LF   | \$14.82    |
| 490    | Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft              | LF   | \$18.03    |
| 498    | Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft                 | LF   | \$12.65    |
| 499    | Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft               | LF   | \$15.76    |
| 500    | Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft              | LF   | \$18.80    |
| 508    | Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft                 | LF   | \$18.38    |
| 509    | Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft               | LF   | \$21.57    |
| 510    | Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft              | LF   | \$26.17    |
| 514    | Geo Truck/Mud Bug Mobil (30 miles straightline distance)  | Each | \$581.95   |

| Item # | Reimbursable   | Unit | Unit Price |
|--------|--|------|------------|
| 519    | Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft            | Each | \$208.44   |
| 520    | Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft          | Each | \$249.95   |
| 521    | Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft         | Each | \$324.45   |
| 531    | Geo Truck/Mudbug Drill Rig and Crew (2-person)           | Hour | \$319.82   |
| 532    | Geo Truck/Mudbug Drill Rig and Crew (3-person)           | Hour | \$365.65   |
| 539    | Geo Wash Boring, 0-50 Ft                                 | LF   | \$19.47    |
| 540    | Geo Wash Boring, 50-100 Ft                               | LF   | \$14.19    |
| 541    | Geo Wash Boring, 100-150 Ft                              | LF   | \$20.66    |
| 603    | Mobilization Asphalt Coring Equipment                    | Each | \$391.40   |
| 606    | Mobilization Concrete Coring                             | Each | \$391.40   |
| 801    | Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads) | Each | \$101.13   |
| 802    | Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads) | Each | \$623.31   |
| 803    | Soils Consolidation - Constant Strain ASTM D4186         | Test | \$621.46   |
| 804    | Soils Consol-Extend Load Incrmnts AASHTO T216            | Day  | \$179.48   |
| 805    | Soils Corrosion Series FM 5-550 through 5-553            | Test | \$283.22   |
| 810    | Soils Limerock Bearing Ratio (LBR) FM 5-515              | Test | \$428.69   |
| 811    | Soils Liquid Limit AASHTO T89                            | Test | \$67.48    |
| 812    | Soils Materials Finer than 200 Sieve FM 1-T011           | Test | \$51.50    |
| 817    | Soils Moisture Content Laboratory AASHTO T265            | Test | \$18.50    |
| 819    | Soils Organic Content Ignition FM 1 T-267                | Test | \$49.90    |
| 822    | Soils Particle Size Anlys AASHTO T88 (No Hydrometer)     | Test | \$76.98    |
| 826    | Soils Plastic Limit & Plasticity Index AASHTO T90        | Test | \$74.68    |
| 832    | Soils Split Tensile Strgth of Rock Cores ASTM D3967      | Test | \$157.01   |
| 838    | Soils Unconfined Compression - Rock ASTM D7012, Method C | Test | \$160.41   |
| 700    | Off Duty Police Offer                                    | Hour | \$85.00    |
| 701    | MOT Plan   | EA   | \$250.00   |
| 702    | MOT - 2-man Crew (8 hours)                               | EA   | \$1,000.00 |
| 703    | MOT - 3-man Crew (8 hours)                               | EA   | \$1,500.00 |
| 704    | MOT Operation w/Attenuator Truck                         | EA   | \$1,200.00 |
| 705    | MOT Staff over 8 hours per person                        | Hour | \$120.00   |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: DY Consulting Engineers, P.C.

| Reimbursable        | Unit | Unit Price |
|---------------------|------|------------|
| Printing Services   | Each | Actuals    |
| Marketing Materials | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: Garth Solutions, Inc.

| Reimbursable                       | Unit | Unit Price |
|------------------------------------|------|------------|
| Printing Services                  | Each | Actuals    |
| Marketing Materials                | Each | Actuals    |
| Advertisements                     | Each | Actuals    |
| Project Meeting Location/Equipment | Each | Actuals    |
| Mailing/Postage                    | Each | Actuals    |
| Events                             | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannet Fleming, Inc.  
Subconsultant Name: HDR Engineering, Inc.

| Reimbursable      | Unit | Unit Price |
|-------------------|------|------------|
| Printing Services | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: Holt Communications, Inc.

| Reimbursable                       | Unit | Unit Price |
|------------------------------------|------|------------|
| Printing Services                  | Each | Actuals    |
| Marketing Materials                | Each | Actuals    |
| Advertisements                     | Each | Actuals    |
| Project Meeting Location/Equipment | Each | Actuals    |
| Mailing/Postage                    | Each | Actuals    |
| Events                             | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: Insight Transportation Consulting Inc.

| Reimbursable      | Unit | Unit Price |
|-------------------|------|------------|
| Printing Services | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: Janus Research, Inc.

| Reimbursable         | Unit | Unit Price |
|----------------------|------|------------|
| Printing Services    | Each | Actuals    |
| Postage/Express Mail | Each | Actuals    |
| Project Supplies     | Each | Actuals    |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project  
 Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Nationwide Traffic Data, LLC.

| Item # | Reimbursable  | Unit     | Unit Price |
|--------|---|----------|------------|
| PRNT   | Printing Services   | Each     | Actuals    |
| ADT1   | ADT Volume Only Bi-directional 24hrs (1-day)  | Location | \$155.00   |
| ADT2   | ADT Volume Only Bi-directional 48hrs (2-day)  | Location | \$255.00   |
| ADT3   | ADT Volume Only Bi-directional 72hrs (3-day)  | Location | \$355.00   |
| ADT4   | ADT Volume Only Bi-directional 168hrs (7-day)   | Location | \$755.00   |
| ADT5   | ADT Class or Speed Bi-directional 24hrs (1-day)   | Location | \$200.00   |
| ADT6   | ADT Class or Speed Bi-directional 48hrs (2-day)   | Location | \$375.00   |
| ADT7   | ADT Class or Speed Bi-directional 72hrs (3-day)   | Location | \$500.00   |
| ADT8   | ADT Class or Speed Bi-directional 168hrs (7-day)  | Location | \$1,000.00 |
| ADT9   | ADT Class and Speed Bi-directional 24hrs (1-day)  | Location | \$250.00   |
| ADT10  | ADT Class and Speed Bi-directional 48hrs (2-day)  | Location | \$425.00   |
| ADT11  | ADT Class and Speed Bi-directional 72hrs (3-day)  | Location | \$575.00   |
| ADT12  | ADT Class and Speed Bi-directional 168hrs (7-day)   | Location | \$1,175.00 |
| TMC1   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (1-person) 2 hour | Location | \$250.00   |
| TMC2   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (2-person) 2 hour | Location | \$330.00   |
| TMC3   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (1-person) 4 hour | Location | \$400.00   |
| TMC4   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (2-person) 4 hour | Location | \$560.00   |
| TMC5   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (1-person) 6 hour | Location | \$530.00   |
| TMC6   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (2-person) 6 hour | Location | \$770.00   |
| TMC7   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (1-person) 8 hour | Location | \$650.00   |
| TMC8   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (2-person) 8 hour | Location | \$970.00   |
| TMC9   | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and                            | Location | \$850.00   |

| Item # | Reimbursable   | Unit   | Unit Price |
|--------|--|--|------------|
|        | Sketches (1-person) 12 hour  |  |            |
| TMC10  | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (2-person) 12 hour | Location   | \$1,330.00 |
| TMC11  | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (1-person) 24 hour | Location   | \$1,450.00 |
| TMC12  | TMC Turning Movement Count Passenger Vehicles (FHWA 1-3), HT (FHWA 4+), Peds, Bikes, RTOR, Signal Phasing, Signal Timing and Sketches (2-person) 24 hour | Location   | \$2,410.00 |
| PED1   | PED Pedestrian Group Study 2 hour (Minimum 2 hour to initiate)   | Per technician or Per camera (200ft capture length)          | \$250.00   |
| PED2   | PED Pedestrian Group Study Additional Hourly Rate (Minimum 1 hour after the 1st 2 hours)   | Per technician or Per camera (200ft capture length)          | \$75.00    |
| GAP1   | GAP Vehicle Gap Study 2 hour (Minimum 2 hour to initiate)  | Per technician or Per camera (200ft capture length)          | \$250.00   |
| GAP2   | GAP Vehicle Gap Study Additional Hourly Rate (Minimum 1 hour after the 1st 2 hours)  | Per technician or Per camera (200ft capture length)          | \$75.00    |
| SPD    | SPD Vehicle Spot Speed Study 2 hour Minimum. Billed in 2-hour blocks. (Minimum 2 hour)   | 100 vehicles per direction or 2 hours, whichever comes first | \$200.00   |
| TT     | TT Travel Time Study 2 hour Minimum (Hourly rate provided)   | Per technician   | \$175.00   |
| DS1    | DS Delay Study 2 hour (Minimum 2 hour)   | Per technician or Per camera (200ft capture length)          | \$250.00   |
| DS2    | DS Delay Study Additional Hourly Rate (Hourly rate after the 1st 2 hours)  | Per technician or Per camera (200ft capture length)          | \$75.00    |
| QS1    | QS Queue Analysis 2 hour (Minimum 2 hour)  | Per technician or Per camera (200ft capture length)          | \$250.00   |
| QS2    | QS Queue Analysis Additional Hourly Rate (Hourly rate after the 1st 2 hours)   | Per technician or Per camera (200ft capture length)          | \$75.00    |
| PKG    | PKG Parking Study 2 hour Minimum (Hourly rate provided)  | Per technician   | \$100.00   |
| SUR    | SUR Intercept Surveys 2 hour Minimum (Hourly rate provided)  | Per technician   | \$100.00   |
| OBS    | OBS Observation Study 2 hour Minimum (Curve Observation, Grouping Study, Dwell Time, Vehicle Occupancy) (Hourly rate provided)                           | Per technician   | \$100.00   |
| DRO    | DRO Drone Surveillance 2 hour Minimum (Hourly rate provided)   | Per drone pilot  | \$500.00   |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project  
Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.  
Subconsultant Name: Premiere Design Solutions, Inc

| Reimbursable  | Unit             | Unit Price |
|---|------------------|------------|
| Subsurface Designation –Ground Penetrating Radar Equipment Rental                         | Per (/HR)        | \$75.00    |
| Vacuum Excavation Pervious - Vacuum Truck Equipment Rental                                | Per Hole<br>(EA) | \$350.00   |
| Vacuum Excavation Impervious - Vacuum Truck Equipment Rental and<br>Restoration Materials | Per Hole<br>(EA) | \$450.00   |
| Scanner (LIDAR) - Scanner Equipment Rental  | Per (/HR)        | \$175.00   |

**Exhibit B-1**  
**Reimbursables for Direct Non-Salary Expenses**

Solicitation No: TRN2128229P1  
 Agreement Title: Airport Seaport Convention Center Transportation Project  
 Development & Environmental (PD&E) Study  
 Consultant: Gannett Fleming, Inc.  
 Subconsultant Name: Resource System Group, Inc.

| Reimbursable  | Unit                     | Unit Price     |
|---|--------------------------|----------------|
| Survey Programming (with Stated Preference)                   | Per survey               | \$20,000.00    |
| Survey Programming (without Stated Preference)                | Per survey               | \$15,000.00    |
| Survey Programming - Translation Overlay                      | Each additional language | \$1,140.00     |
| Survey Hosting  | 1000/respondents         | \$200.00       |
| Survey Translations   | Per Word                 | \$0.50         |
| Incentives per survey method                                  | Per respondent           | \$10.00        |
| Incentives random drawing                                     | Per survey               | \$2,000.00     |
| Postcard Graphic Design                                       | Per Postcard             | \$1,300.00     |
| Tablet Rental with data plan                                  | Per Tablet per Month     | \$330.00       |
| Temporary Field Staff (Staffing Agency)                       | Per hour                 | \$55.00        |
| Temporary Field Staff Supervisor                              | Per hour                 | \$80.00        |
| Field Supplies - Vests  | Each                     | \$5.00         |
| Field Supplies - Lanyards                                     | Each                     | \$0.35         |
| Field Supplies - Badge holders                                | Each                     | \$0.20         |
| Field Supplies - Postcard Printing                            | Each                     | \$0.12         |
| Field Supplies - Golf pencils                                 | Each                     | \$0.07         |
| Field Supplies - Local Travel                                 | Variable                 | As needed      |
| Field Supplies - Miscellaneous other field supplies (printing | Variable                 | As needed      |
| Training Facility Rental                                      | Per training session     | \$500.00       |
| Paper survey printing   | Each                     | \$0.45         |
| Paper survey graphic design                                   | Per survey               | \$1,500.00     |
| Postage   | Actual                   | Current postal |

**Exhibit C**  
**MINIMUM INSURANCE REQUIREMENTS**

Agreement Title: Airport/ Seaport/ Convention Center/ Transportation Project Development & Environmental Study  
Agency: Transportation Department

| TYPE OF INSURANCE  | INSD                                | SUBR<br>WVD                         | MINIMUM LIABILITY LIMITS                   |                  |             |
|--|-------------------------------------|-------------------------------------|--|------------------|-------------|
|  |                                     |                                     |  | Each Occurrence  | Aggregate   |
| <b>GENERAL LIABILITY - Broad form</b><br><input checked="" type="checkbox"/> Commercial General Liability<br><input checked="" type="checkbox"/> Premises-Operations<br><input type="checkbox"/> XCU Explosion/Collapse/Underground<br><input checked="" type="checkbox"/> Products/Completed Operations Hazard<br><input checked="" type="checkbox"/> Contractual Insurance<br><input checked="" type="checkbox"/> Broad Form Property Damage<br><input checked="" type="checkbox"/> Independent Contractors<br><input checked="" type="checkbox"/> Personal Injury<br><b>Per Occurrence or Claims-Made:</b><br><input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><b>Gen'l Aggregate Limit Applies per:</b><br><input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Bodily Injury                              |                  |             |
|  |                                     |                                     | Property Damage                            |                  |             |
|  |                                     |                                     | Combined Bodily Injury and Property Damage | \$1,000,000      | \$2,000,000 |
|  |                                     |                                     | Personal Injury                            |                  |             |
|  |                                     |                                     | Products & Completed Operations            |                  |             |
|  |                                     |                                     |  |                  |             |
|  |                                     |                                     |  |                  |             |
| <b>AUTO LIABILITY</b><br><input checked="" type="checkbox"/> Comprehensive Form<br><input checked="" type="checkbox"/> Owned<br><input checked="" type="checkbox"/> Hired<br><input checked="" type="checkbox"/> Non-owned<br><input checked="" type="checkbox"/> Any Auto, If applicable<br><i>Note: May be waived if no driving will be done in performance of services/project.</i>   |                                     |                                     | Bodily Injury (each person)                |                  |             |
|  |                                     |                                     | Bodily Injury (each accident)              |                  |             |
|  |                                     |                                     | Property Damage                            |                  |             |
|  |                                     |                                     | Combined Bodily Injury and Property Damage | \$500,000        |             |
| <input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b><br><b>Per Occurrence or Claims-Made:</b><br><input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made<br><i>Note: May be used to supplement minimum liability coverage requirements.</i>  |                                     |                                     |  |                  |             |
| <input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b><br><i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; 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"/> <b>EMPLOYER'S LIABILITY</b>  |                                     |                                     | Each Accident                              | \$500,000        |             |
| <input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b><br>All engineering, surveying, and design professionals.  | N/A                                 |                                     | Each Claim:                                | \$5,000,000      |             |
|  |                                     |                                     | *Maximum Deductible:                       | \$100,000        |             |
| <input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>  |                                     |                                     | Each Claim:                                |                  |             |
|  |                                     |                                     | *Maximum Deductible:                       | \$10,000         |             |
| <b>Description of Operations:</b> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.  |                                     |                                     |  |                  |             |

**CERTIFICATE HOLDER:**

Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Digitally signed by  
COLLEEN A.  
POUNALL  
Date: 2023.09.20  
13:00:51 -04'00'

\_\_\_\_\_  
Risk Management Division

**Exhibit D**  
**Work Authorization No. [ ] under**  
**Agreement [ ] between Broward County and [ ]**  
**for [ ]**

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and [ ] ("Consultant") (collectively referred to as the "Parties") for [ ], dated [ ] (as amended, the "Agreement").

2. This Work Authorization directs Consultant to provide the services described in Exhibit A, attached hereto and incorporated into this Work Authorization, and is issued pursuant to Article 6 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the Services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

☐ 3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis based upon the Salary Costs as described in Section 5.2 of the Agreement and Exhibit B of this Work Authorization, up to a maximum not-to-exceed amount of \$[ ].

☐ 3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a "Lump Sum" basis and as set forth in Exhibit B of this Work Authorization, in a total lump sum amount of \$[ ].

☐ 3.1.3 Reimbursable Expenses. County has established a maximum not-to-exceed amount of \$[ ] for potential Reimbursable Expenses for work under this Work Authorization, which may be utilized consistent with Section 5.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

4. Consultant shall perform the Services described in Exhibit A within:

☐ [ ] calendar days ("Time for Performance"), or

☐ the time periods specified in the Project Schedule included in Exhibit A. The Time for Performance shall commence on the date of the Notice to Proceed for such services.

**Exhibit D**  
**Work Authorization No. [ ] under**  
**Agreement [ ] between Broward County and [ ]**  
**for [ ]**

1. This Work Authorization is issued pursuant to the Agreement between Broward County ("County") and [ ] ("Consultant") (collectively referred to as the "Parties") for [ ], dated [ ] (as amended, the "Agreement").

2. This Work Authorization directs Consultant to provide the services described in Exhibit A, attached hereto and incorporated into this Work Authorization, and is issued pursuant to Article 6 of the Agreement.

3. Compensation and Method of Payment.

3.1 Payment for the Services authorized by this Work Authorization shall be in accordance with Article 5 of the Agreement and the agreed method of compensation is as follows (check those boxes that apply):

☐ 3.1.1 Maximum Amount Not-To-Exceed Compensation. County shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a "Maximum Amount Not-To-Exceed" basis based upon the Salary Costs as described in Section 5.2 of the Agreement and Exhibit B of this Work Authorization, up to a maximum not-to-exceed amount of \$[ ].

☐ 3.1.2 Lump Sum Compensation. County shall pay Consultant for the performance of all Services identified in Exhibit A to this Work Authorization as payable on a "Lump Sum" basis and as set forth in Exhibit B of this Work Authorization, in a total lump sum amount of \$[ ].

☐ 3.1.3 Reimbursable Expenses. County has established a maximum not-to-exceed amount of \$[ ] for potential Reimbursable Expenses for work under this Work Authorization, which may be utilized consistent with Section 5.3 of the Agreement. County will retain any unused amounts of those reimbursable expenses.

4. Consultant shall perform the Services described in Exhibit A within:

☐ [ ] calendar days ("Time for Performance"), or

☐ the time periods specified in the Project Schedule included in Exhibit A. The Time for Performance shall commence on the date of the Notice to Proceed for such services.

5. DBE Goals.

5.1 In an effort to assist County in achieving its overall goal as set forth in the Agreement, Consultant agrees to meet the following DBE participation goals by utilizing the DBE firms for the work and dollar values described in Section 5.2 below: [\_\_\_\_\_] %.

5.2 In performing services for this Project, County and Consultant hereby incorporate Consultant's participating DBE firms, addresses, scope of work, and dollar value identified in Exhibit C to this Work Authorization, which is incorporated herein.

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

7. This Work Authorization is effective upon complete execution by County and Consultant. This Work Authorization may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

**List of Exhibits:**

Exhibit A – Scope of Services

Exhibit B – Negotiated Fee

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

## EXHIBIT E

### Schedule of Subconsultants

Solicitation No: TRN2128229P1

Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study

| No. | Firm Name  | Discipline   |
|-----|--|--|
| 1.  | Adrian Gonzalez & Associates, P.A.                   | Right-of-Way Services  |
| 2.  | AirQuest Environmental, Inc.                         | Environmental Services   |
| 3.  | Alice Bravo & Associates, L.L.C.                     | Strategic and Government Relations Advisor   |
| 4.  | AREHNA Engineering Inc.                              | Geotechnical Engineering   |
| 5.  | ASA Consultants, Inc.                                | Structural Engineering   |
| 6.  | Burns & McDonnell Engineering Company, Inc.          | Intermodal Center (IMC)/Automated People Mover (APM) Coordination; Preliminary Engineering Services  |
| 7.  | Curtis & Rogers Design Studio, Inc.                  | Landscape Architecture   |
| 8.  | Cyriacks Environmental Consulting Services, Inc.     | Environmental Services   |
| 9.  | DY Consulting Engineers, P.C.                        | Airport Planning/Interface Coordination  |
| 10. | Garth Solutions, Inc.                                | Communications, Public Involvement, Stakeholder Engagement   |
| 11. | Hatch Associates Consultants, Inc.                   | Transit-Oriented Development and Seaport Integration Advisor, Preliminary Engineering, Transit Vehicles, Systems   |
| 12. | HDR Engineering, Inc.                                | Planning, NEPA, Environmental Leadership, Environmental Services, Project Planning and Development, Federal/State/Local Coordination, Preliminary Engineering, Drainage, Structures, Project Controls/Delivery, Quality Management, Financial/Funding Analysis |
| 13. | Holt Communications, Inc.                            | Communications, Public Involvement, Stakeholder Engagement   |
| 14. | Insight Transportation Consulting Inc.               | Travel Demand Modeling and Forecasting   |
| 15. | Janus Research, Inc.                                 | Cultural Resources   |
| 16. | John C. Martin Associates, LLC DBA Martin Associates | Economic Analyses  |
| 17. | JSM & Associates, LLC                                | Baggage Handling Systems   |
| 18. | Justin Architects, P.A.                              | Architecture   |
| 19. | Lea & Elliott, Inc.                                  | Fleet/Vehicle Engineering, Systems   |
| 20. | McFarland-Johnson, Inc.                              | Intermodal Center (IMC)/Automated People Mover (APM) Coordination; Preliminary Engineering Services  |
| 21. | Nationwide Traffic Data, LLC.                        | Traffic Data Collection and Analysis   |
| 22. | Premiere Design Solutions, Inc.                      | Utility Coordination, Civil Engineering, Surveying   |
| 23. | PSA Constructors, Inc. DBA PSA Management, Inc.      | Project Controls, Scheduling, Cost Estimating  |
| 24. | Resource System Group, Inc.                          | Travel and Traffic Data Forecasting, Travel Surveys, FTA Coordination  |
| 25. | Simply Strategic, Inc.                               | Governance Advisor, Procurement Advisor  |

**Exhibit F**  
**DBE Subconsultants and Letters of Intent**

Solicitation No: TRN2128229P1  
Agreement Title: Airport Seaport Convention Center Transportation Project Development & Environmental (PD&E) Study  
Consultant: Gannett Fleming, Inc.

| No. | Firm Name  | Discipline   |
|-----|--|--|
| 1.  | Adrian Gonzalez & Associates, P.A.               | Right-of-Way Services                                      |
| 2.  | AirQuest Environmental, Inc.                     | Environmental Services                                     |
| 3.  | AREHNA Engineering Inc.                          | Geotechnical Engineering                                   |
| 4.  | ASA Consultants, Inc.                            | Structural Engineering                                     |
| 5.  | Curtis & Rogers Design Studio, Inc.              | Landscape Architecture                                     |
| 6.  | Cyriacks Environmental Consulting Services, Inc. | Environmental Services                                     |
| 7.  | DY Consulting Engineers, P.C.                    | Airport Planning/Interface Coordination                    |
| 8.  | Garth Solutions, Inc.                            | Communications, Public Involvement, Stakeholder Engagement |
| 9.  | Holt Communications, Inc.                        | Communications, Public Involvement, Stakeholder Engagement |
| 10. | Insight Transportation Consulting Inc.           | Travel Demand Modeling and Forecasting                     |
| 11. | Justin Architects, P.A.                          | Architecture   |
| 12. | Nationwide Traffic Data, LLC.                    | Traffic Data Collection and Analysis                       |
| 13. | Premiere Design Solutions, Inc.                  | Utility Coordination, Civil Engineering, Surveying         |
| 14. | PSA Constructors, Inc. DBA PSA Management, Inc.  | Project Controls, Scheduling, Cost Estimating              |

## Exhibit F



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

**Address:** 1777 S. Andrews Avenue **City:** Ft. Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Carlos Cejas, PE **Phone:** 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Adrian Gonzalez & Associates, P.A.

**Check one:** **Address:** 2040 Polk Street

**DBE** **City:** Hollywood **State:** FL **Zip:** 33020 **Phone:** 954.916.3400

**ACDBE** **Authorized Representative:** G. Adrian Gonzalez, Jr., ASA, MRICS

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| ROW Negotiations                       | 531210 |                            | 1   |
| ROW Appraisals                         | 531320 |                            | 1   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

[Signature] **Vice President** **08/07/2024**  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] **President** **7/17/2024**  
(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

## Exhibit F



## OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** AirQuest Environmental, Inc.

Check one: Address: 6851 SW 45th Street

DBE City: Davie State: FL Zip: 33314 Phone: 954.792.4549

ACDBE Authorized Representative: Traci-Anne Boyle

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Environmental Consulting Services      | 541620 |                            | 0.5   |
| Safety Consulting Services             | 541690 |                            | 0.5   |
| Remediation Services                   | 562910 |                            | 0.5   |

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

**Bidder/Offeror Authorized Representative**

[Signature] Vice President 08/07/2024  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] President 07/08/2024  
(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

**Exhibit F**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** AREHNA Engineering Inc.

Check one: Address: 5389 N. Nob Hill Rd, Sunrise, FL 33351

DBE City: Sunrise State: FL Zip: 33351 Phone: 954.495.1710

ACDBE Authorized Representative: Jessica McRoy

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Geotechnical Engineering               | 541330 |                            | 1.5   |
|  |        |                            |   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

(Signature) Vice President 08/07/2024  
(Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

(Signature) President 07/26/2024  
(Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

**Exhibit F**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** ASA Consultants, Inc.

Check one: Address: 510 Shotgun Road, Suite 402

DBE City: Sunrise State: FL Zip: 33326 Phone: 954.648.2418

ACDBE Authorized Representative: Soheila Sadough, PE

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Structural Engineering                 | 541330 |                            | 3   |
|  |        |                            |   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

[Signature] Vice President 08/07/2024  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] President 07-08-24  
(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

Exhibit F



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Curtis & Rogers Design Studio, Inc.

Check one: Address: 3440 Hollywood Blvd Suite 415

DBE City: Hollywood State: FL Zip: 33021 Phone: 305 442 1774

ACDBE Authorized Representative: Aida Curtis

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Landscape Architecture                 | 541320 |                            | 1.5   |
|  |        |                            |   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

Carlos Cejas Vice President 08/07/2024  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

Aida Curtis President 07/10/2024  
(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

**Exhibit F**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

**Address:** 1777 S. Andrews Avenue **City:** Ft. Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Carlos Cejas, PE **Phone:** 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Cyriacks Environmental Consulting Services Inc.

**Check one:** **Address:** 3001 SW 15th Street, Suite B

**DBE** **City:** Deerfield Beach **State:** FL **Zip:** 33442 **Phone:** 954.571.0290

**ACDBE** **Authorized Representative:** Wendy Cyriacks

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Environmental Services                 | 541620 |                            | 4   |
|  |        |                            |   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

[Signature] **Vice President** **08/07/2024**  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] **President** **7/8/2024**  
(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

**Address:** 1777 S. Andrews Avenue **City:** Ft. Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Carlos Cejas, PE **Phone:** 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** DY Consulting Engineers, P.C.

**Check one:** ☐ **Address:** 40 Wall Street, Suite 500

**DBE** **City:** New York **State:** NY **Zip:** 10005 **Phone:** 212.635.3838

**ACDBE** **Authorized Representative:** Dennis Yap, P.E

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

| Work to be performed by DBE/ACDBE Firm  |        |                            |   |
|---|--------|----------------------------|---|
| Description                             | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Airport Planning/Interface Coordination | 541330 |                            | 1   |
|   |        |                            |   |
|   |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

(Signature) Vice President 08/07/2024  
(Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

(Signature) President/Owner 07/05/2024  
(Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

**Exhibit F**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305-908-3941

**DBE/ACDBE Subcontractor/Supplier Name:** Garth Solutions, Inc.

Check one: Address: 5595 Orange Drive Suite 202

DBE City: Davie State: FL Zip: 33314 Phone: 954-727-3001

ACDBE Authorized Representative: Yvonne Garth, President & CEO

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Public Relations & Communications      | 541820 |                            | 1   |
| Stakeholder Outreach                   | 541613 |                            | 1   |
| Graphic Design/Materials Preparation   | 541430 |                            | 1   |

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

**Bidder/Offeror Authorized Representative**

[Signature] Vice President 08/07/2024  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] President & CEO 7/17/2024  
(Signature) (Title) (Date)

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

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DBE ACDBE Letter of Intent - Rev. January 2013

Exhibit F



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Holt Communications, Inc.

Check one: Address: 3350 SW 148th Avenue, Suite 110

DBE City: Miramar State: FL Zip: 33027 Phone: 954.430.1727

ACDBE Authorized Representative: Yvette Holt

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Public Relations                       | 541820 |                            | 1   |
| Stakeholder Communications             | 541613 |                            | 0.5   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

(Signature) Vice President 08/07/2024  
(Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

(Signature) President 7/3/2024  
(Title) (Date)

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

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DBE ACDBE Letter of Intent - Rev. January 2013



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Insight Transportation Consulting Inc.

Check one: Address: 9070 Parkland Bay Drive

DBE City: Parkland State: FL Zip: 33076 Phone: 614.286.7433

ACDBE Authorized Representative: Ashutosh Kumar

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
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| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Travel demand forecast modeling        | 485111 |                            | 1   |
| Travel demand forecast modeling        | 541614 |                            | .5  |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

(Signature) Vice President 08/07/2024  
(Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

(Signature) President 7/15/2024  
(Title) (Date)

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

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DBE ACDBE Letter of Intent - Rev. January 2013

## Exhibit F



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

**Address:** 1777 S. Andrews Avenue **City:** Ft. Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Carlos Cejas, PE **Phone:** 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Justin Architects, P.A.

**Check one:** ☒ **Address:** 2400 E> Commercial Blvd Suite 201

**DBE** **City:** Ft. Lauderdale **State:** FL **Zip:** 33308 **Phone:** 954.771.2724

**ACDBE** **Authorized Representative:** Juan Justiniano

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Architecture                           | 541310 |                            | 3   |
|  |        |                            |   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

[Signature] **Vice President** **08/07/2024**  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] **Principal** **7/17/2024**  
(Signature) (Title) (Date)

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

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

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DBE ACDBE Letter of Intent - Rev. January 2013

## Exhibit F



## OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Nationwide Traffic Data, LLC.

Check one: Address: 840 Natures Cove Rd

DBE City: Dania Beach State: FL Zip: 33004 Phone: 909.630.8867

ACDBE Authorized Representative: Diana Leon Casallas

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
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| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Traffic Data Analysis                  | 518210 |                            | 2   |
| Traffic Data Collection                | 488490 |                            | 1   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

Carlos Cejas Vice President 08/07/2024  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

Diana Leon President 07/18/2024  
(Signature) (Title) (Date)

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

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DBE ACDBE Letter of Intent - Rev. January 2013

## Exhibit F



### OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

Address: 1777 S. Andrews Avenue City: Ft. Lauderdale State: FL Zip: 33316

Authorized Representative: Carlos Cejas, PE Phone: 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** Premiere Design Solutions, Inc

Check one: Address: 11606 City Hall Promenade Ste 200, Miramar,

DBE City: Miramar State: FL Zip: 33025 Phone: 954.237.7850

ACDBE Authorized Representative: Luis Jurado

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Civil Engineering                      | 541330 |                            | 2.5   |
| Geophysical Surveying and Mapping      | 541360 |                            | 1   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

(Signature) Vice President 08/07/2024  
(Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

(Signature) Luis J Jurado P.E - President 7-3-2024  
(Title) (Date)

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

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DBE ACDBE Letter of Intent - Rev. January 2013

**Exhibit F**



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

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

|   |  |
|---|--|
| <b>Solicitation Number:</b><br>TRN2128229P1 | <b>Agreement Title:</b><br>Airport/Seaport/Convention Center/Transportation PD&E Study |
|---|--|

**Bidder/Offeror Name:** Gannett Fleming, Inc.

**Address:** 1777 S. Andrews Avenue **City:** Ft. Lauderdale **State:** FL **Zip:** 33316

**Authorized Representative:** Carlos Cejas, PE **Phone:** 305.908.3941

**DBE/ACDBE Subcontractor/Supplier Name:** PSA Constructors, Inc. DBA PSA Management, Inc.

**Check one:** **Address:** 110 Eas Broward Blvd. Suite 1750

**DBE** **City:** Ft. Lauderdale **State:** FL **Zip:** 33301 **Phone:** 954.315.3924

**ACDBE** **Authorized Representative:** Patrick Aliu

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

| Work to be performed by DBE/ACDBE Firm |        |                            |   |
|--|--------|----------------------------|---|
| Description                            | NAICS* | DBE/ACDBE Contract Amount† | DBE/ACDBE Percentage of Total Project Value |
| Scheduling and Cost Estimating         | 541611 |                            | 1   |
| Document Control                       | 541618 |                            | 0.5   |
|  |        |                            |   |

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

**Bidder/Offeror Authorized Representative**

[Signature] **Vice President** **08/07/2024**  
(Signature) (Title) (Date)

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

[Signature] **President & CEO** **7/17/2024**  
(Signature) (Title) (Date)

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

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

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*DBE ACDBE Letter of Intent - Rev. January 2013*

## **EXHIBIT G**

### **SECURITY REQUIREMENTS**

All references to contractor and consultant shall be deemed to refer to Consultant as defined in the Agreement.

#### **A. General Security Requirements:**

1. All contractor personnel requiring unescorted access to Broward County facilities must obtain a County-issued contractor identification badge ("contractor ID badge"), unless otherwise specifically stated herein. The requirements for contractor personnel in this document are also required of subcontractor personnel, unless otherwise expressly stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contractors may contact Broward County Security at (954) 357-6000 or [FMSecurity@broward.org](mailto:FMSecurity@broward.org) for the required background screening requirements associated with access to specific facilities.
3. Contractor ID badges must be visible and worn at all times together with the contractor's company/business ID or badge. Requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division ("FMD") Security for final approval.
4. The issuance of a contractor ID badge for unescorted access to General Facilities requires a Level 1 FDLE background check, which can be conducted by the Florida Department of Law Enforcement ("FDLE"). This Level 1 FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
5. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an online application for the County issued contractor ID badge.
6. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office ("BSO"). Contractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When contractor ID badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by their supervisor. Broward County Security will then supply a contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badges. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badges to the Project Manager and/or to Broward County Security.

## **EXHIBIT G**

### **SECURITY REQUIREMENTS**

7. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
8. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue, Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
9. All contractor personnel must wear distinctive and neat appearing uniforms with the contractor's company name. Subcontractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
10. Contractor personnel will not be allowed unescorted on the job site without a valid contractor ID badge.
11. These General Security Requirements are in addition to any requirements of specific facilities as stated herein. Additional security requirements may also be included in the applicable solicitation or contract or communicated by the Contract Administrator during the contract period.

#### **B. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities have areas designated as critical to security and public safety, pursuant to Broward County Code of Ordinances Sections [26-121](#) and [26-122](#), as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office ("BSO") or the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System ("CJIS") policy.

Any contractor personnel found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. Any contractor personnel with a record of misdemeanor offense(s) may be granted access if the System Security Officer ("CSO"), Terminal Access Coordinator ("TAC"), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

#### **C. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on County premises outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members must obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager or other designated escort, and must be under the direct supervision of a foreperson for the contractor. The foreperson must have a contractor ID badge granting access to the applicable building or structure, be aware of the crew members' whereabouts, have completed the appropriate background check for the location and type of work being undertaken, and been issued and is displaying a contractor ID badge.

## **EXHIBIT G**

### **SECURITY REQUIREMENTS**

All members of a night cleaning crew, and all work crew members who will not be escorted when working at a critical County facility, must complete a background investigation appropriate to the requirements of the facility.

#### **D. Other Vendors:**

Other vendors, such as delivery personnel and vending machine operators, without a contractor ID badge may obtain a visitor pass for limited, escorted access. Such persons must be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

#### **E. Port Everglades Locations:**

1. The Port Everglades Department requires persons to present, at port entry, a valid driver license, and valid reason for wishing to be granted Port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90-day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, and agents visiting or working on the Port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section [42.6](#). For further information, please call 954-765-4225.
2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential ("TWIC") for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go online to <https://www.tsa.gov/for-industry/twic>.

#### **F. Airport Security Program and Aviation Regulations:**

1. Contractors must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by the

## EXHIBIT G SECURITY REQUIREMENTS

County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that contractor and subcontractor personnel, including, but not limited to, employees, invitees, and guests of contractor and subcontractor (collectively, "Contractor Personnel") observe these requirements. If required by the Aviation Department, contractors shall conduct background checks of Contractor Personnel in accordance with applicable federal regulations. If as a result of any act or omission of contractor, subcontractor, or Contractor Personnel, the County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then contractor shall pay and/or reimburse to the County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by the County in enforcing this provision. Contractors shall rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If a contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

2. Access to Security Identification Display Areas and Identification Media. Contractors shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all Contractor Personnel including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, contractors shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media, the immediate return of the media of Contractor Personnel transferred from the Airport or terminated from the employ of contractor or subcontractor, and the immediate return of all Airport Issued Identification Media issued to all Contractor Personnel upon expiration or termination of contractor's agreement with County. Before an Airport Issued Identification Media is issued to Contractor Personnel, contractors must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each Contractor Personnel complete security training programs conducted by the Aviation Department. Contractors shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require contractors to conduct background investigations and to furnish certain data on such Contractor Personnel before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of applicants for such media.
3. Operation of Vehicles on the AOA. Unless escorted by an Aviation Department approved escort, before a contractor permits any Contractor Personnel to operate a motor vehicle of any kind or type on the AOA, the contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of the contractor or of any subcontractor operating on the AOA must have an appropriate vehicle

## **EXHIBIT G**

### **SECURITY REQUIREMENTS**

identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

4. Consent to Search/Inspection. Contractor vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractors and subcontractors shall not allow any Contractor Personnel to enter the AOA unless and until such Contractor Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by contractors or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by any contractor or subcontractor.
5. Nondisclosure Agreement. If any Contractor Personnel are required by a contract with the County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Contractor Personnel will be required to execute a SSI Nondisclosure Agreement provided by the Aviation Department.

#### **G. Water and Wastewater Services ("WWS") Security Requirements:**

1. Contractors may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. To obtain a WWS ID Badge and/or Access Card and/or Keys, contractor personnel must complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen WWS ID Badge and/or Access Card and/or Keys must be reported to the WWS Security Manager immediately.
4. WWS may terminate access to any contractor personnel who acts inappropriately while on County property. WWS may also contact law enforcement if necessary, to have the contractor personnel removed and/or file charges against them.

#### **H. Parks and Recreation Security Requirements:**

1. The awarded contractor must provide ongoing disclosure throughout the term of its contract with Broward County relative to the criminal background screening required by this Section H.
2. Contractor shall perform criminal background screening as identified in Section H(3) below on contractor personnel who will perform work under its contract in any County park (collectively referred to as "County Park Property"). Notwithstanding the above, the requirements of this Section H do not apply to independent contractors or subcontractors

## **EXHIBIT G**

### **SECURITY REQUIREMENTS**

whose only activities on County Park Property are to make deliveries of goods for the goods or services described in this Contract.

3. Contractor shall not permit any contractor personnel work on County Park Property who: (i) is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website; or (ii) who has been convicted of or is pending adjudication of any of the following charges: sexual misconduct; adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report such abuse; criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction; murder; manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child; vehicular homicide; killing an unborn child by injury to the mother; assault, battery, and culpable negligence, if the offense was a felony; assault of a minor; battery of a minor; kidnapping; false imprisonment; luring or enticing a child; taking, enticing, or removing a child beyond state limits with criminal intent pending a custody proceeding; carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to a designated person; exhibiting firearms or weapons within 1,000 feet of a school; possessing an electric weapon or device, destructive device, or other weapon on school property; sexual battery; prohibited acts of persons in familial or custodial authority; unlawful sexual activity with a minor; prostitution; lewd and lascivious behavior; lewdness or indecent exposure; arson; burglary; felony voyeurism; felony theft or robbery; felony fraudulent sale of controlled substances; abuse, aggravated abuse, or neglect of an elderly person or disabled adult; lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult; felony exploitation of disabled adults or elderly persons; incest; child abuse, aggravated child abuse, or neglect of a child; contributing to the delinquency or dependency of a child; negligent treatment of children; sexual performance by a child; resisting arrest with violence; depriving a law enforcement, correctional, or correctional probation officer's means of protection or communication; aiding in an escape; aiding in the escape of juvenile inmates in a correctional institution; any offense related to obscene literature; encouraging or recruiting another to join a criminal gang; felony sale, manufacturing, delivery, or possession with intent to sell, manufacture, or deliver, of a controlled substance to a minor; inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm; harboring, concealing, or aiding an escaped prisoner; introduction of contraband into a correctional facility; sexual misconduct in juvenile justice programs; contraband introduced into detention facilities; a crime under Section 944.35, Florida Statutes; or any attempt, solicitation, or conspiracy to commit any of the crimes included in this section. Each of the foregoing crimes are referred to as a "disqualifying offense."
4. Contractor shall maintain copies of the results of all criminal background screening required by this Section H for the term of its contract with Broward County and shall promptly forward copies of same to the County upon request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager ("Project Manager"), on a monthly basis, a Declaration of Criminal Background Screening in the form provided by the Project Manager, listing the information required therein and affirming the persons listed therein have been background screened as required in Item H(3), above, and have been deemed eligible by Contractor to work on County Park Property. Contractor's first

## **EXHIBIT G**

### **SECURITY REQUIREMENTS**

monthly declaration must be provided to the Project Manager before Contractor or any of its subcontractors begin working on County Park Property, and shall include all individuals working on County Park Property and the screening results. After the first monthly declaration, Contractor must submit the monthly declaration on or before the fifth (5<sup>th</sup>) day of each calendar month for the remainder of the Contract's term. Except for the annual rescreening referenced below, the monthly declaration need only identify persons newly working on County Park Property or no longer working on County Park Property since the previous monthly declaration. The Project Manager may, in their discretion, permit Contractor to furnish the monthly declaration in an electronic format. Contractor personnel subject to the criminal background screening under this attachment shall be rescreened annually based on the date of each person's initial screening and the results of same included in the applicable monthly declaration.

6. If Contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, showing that a contractor personnel previously deemed eligible by Contractor to work on County Park Property has been arrested on or convicted of a disqualifying offense, Contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Contractor based on the requirements of this Section I, Contractor shall immediately cease allowing such personnel to work on County Park Property. Additionally, Contractor shall require any person background screened pursuant to this Section H to notify Contractor within twenty-four (24) hours of any arrest related to a disqualifying offense that has occurred after the person was deemed eligible to work on County Park Property.
7. Contractor shall, by written contract, require its subcontractors who work on County Park Property to be subject to the requirements and obligations of this Section H.
8. The County Administrator may terminate this contract immediately for cause, and without an opportunity to cure, by written notice provided to Contractor, for any violation related to Contractor's failure to comply with this Section H. Contractor will not be subject to immediate termination if the County Administrator determines, in their sole discretion, that a violation of this Section H was outside the reasonable control of Contractor, and Contractor has demonstrated to the County Administrator subsequent compliance with the requirements of this Section H.

*Last updated: 9/9/24*

**FTA FUNDING SUPPLEMENT FOR BROWARD COUNTY CONTRACTS**

If Contractor has any questions or needs clarification as to the applicability of any term, condition, or requirement in this FTA Funding Supplement, Contractor should contact the Safety and Compliance Section, Broward County Transportation Department, at 954-357-8300.

Definitions applicable to this FTA Funding Supplement are stated in Section V.

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**I. FORMS AND REFERENCES**

Applicable forms and exhibits will be provided to Contractor separately by the Broward County Purchasing Division. By entering into the Contract, Contractor acknowledges that they have received, completed, and provided all applicable forms, documents, and information required by the FTA of Contractor or any Subcontractor for County's receipt of Federal Assistance, and shall comply with any additional terms, and provide any additional information, required by the Federal Government related to the Federal Assistance.

Contractor must complete the applicable forms and exhibits identified below.

- ☐ **Professional Services Architectural and Engineering**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ \* Buy America Certification (For iron, steel, or manufactured products >\$150,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☒ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☒ \* FTA Funding Supplement Acknowledgement
  
- ☐ **Operations/Management**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ \* Buy America Certification (For iron, steel, or manufactured products >\$150,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☐ Drug & Alcohol Testing Program Certification
  - ☐ \* FTA Funding Supplement Acknowledgement

- ☐ **Rolling Stock (Bus/Rail/Associated Equipment)**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ \* Buy America Certification (For Rolling stock associated procurements >\$150,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☐ Drug & Alcohol Testing Program Certification
  - ☐ Bus Testing Certification
  - ☐ Transit Vehicle Manufacturer (TVM) Certification
  - ☐ \* FTA Funding Supplement Acknowledgement
- ☐ **Construction**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ \* Buy America Certification (For iron, steel, or manufactured products >\$150,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☐ \* FTA Funding Supplement Acknowledgement
- ☐ **Materials and Supplies**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ \* Buy America Certification (For iron, steel, or manufactured products >\$150,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☐ \* FTA Funding Supplement Acknowledgement
- ☐ **Revenue Contracts**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☐ \* FTA Funding Supplement Acknowledgement
- ☐ **Software Contracts**
  - ☐ Government-Wide Debarment and Suspension Certification (>\$25,000)
  - ☐ Restrictions on Lobbying Certification (>\$100,000)
  - ☐ Restrictions on Lobbying Certification (For Loan Guarantees and Loan Insurance)
  - ☐ \* FTA Funding Supplement Acknowledgement

\*Buy America Certification and FTA Funding Supplement Acknowledgement Forms, if applicable to your contract, are required to be completed by the corporate president, or vice president, or another officer who is authorized to execute on behalf of the corporation and submitted with the bid.

All other forms and certifications may be submitted upon contract award.

## **II. AUTHORITY**

The Contract is funded in whole or in part by funds received by Broward County, a political subdivision of the state of Florida (County), from the Federal Transit Administration (FTA) of the United States Department of Transportation (U.S. DOT). This FTA Funding Supplement is incorporated by reference and made a part of the Contract and is subject to the Standard Terms and Conditions required by the U.S. DOT. FTA may take enforcement action if County or any Contractor or Subcontractor violates applicable federal law, regulation, or requirement, or does not follow applicable Federal Guidance.

## **III. INTERPRETATION**

Capitalized terms not otherwise defined herein have the meaning given to them in Section V, Definitions. All other terms not defined herein shall be interpreted as defined in the most current FTA Master Agreement or, if not defined in the FTA Master Agreement, as defined in applicable federal law, federal regulation, the Contract, or the Broward County Administrative Code or Broward County Code of Ordinances, as applicable.

## **IV. FTA SUPPLEMENTAL PROVISIONS**

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

### **PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS**

**Applicability to Contracts and Flow Down Requirement.** These provisions in Part A are applicable to all Contracts and Flow Down to all levels. Contractor shall include all clauses in Part A in each subcontract funded in whole or in part, directly or indirectly, with Federal Assistance provided by FTA. No provision shall be modified, except as necessary to identify the Subcontractor subject to the provision.

#### **1. INCORPORATION OF FTA TERMS**

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

## **2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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

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

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

## **4. FEDERAL CHANGES**

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

## **5. ACCESS TO RECORDS AND REPORTS**

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

**B. Retention Period.** Contractor agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Contractor shall maintain all records pertaining to the

Contract for a period of not less than three (3) years after the expiration or earlier termination of the Contract, the Closeout of County's Funding Assistance Award, or after all other pending matters related to the Contract are closed, whichever comes first. Closeout of County's Funding Assistance Award occurs when FTA notifies County that the Award is closed, approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the record retention or access requirements of this Section 5.

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

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

## **6. CIVIL RIGHTS REQUIREMENTS**

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

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

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

- (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
- (2) Prohibit (i) the exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination

identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

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

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

- (1) The most recent edition of FTA Circular 4702.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
- (2) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.3; and
- (3) All other applicable Federal Guidance that may be issued.

**C. Equal Employment Opportunity.**

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

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

- (a) If required to do so by U.S. DOT regulations (49 CFR Part 21) or DOL regulations (41 CFR chapter 60), take affirmative action that includes, but is not limited to:
- (b) Recruitment advertising, recruitment, and employment;

- (c) Rates of pay and other forms of compensation;
- (d) Selection for training, including apprenticeship, and upgrading;
- (e) Transfers, demotions, layoffs, and terminations; and
- (f) Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

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

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

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

**F. Nondiscrimination on the Basis of Disability.** Contractor agrees to, and assures that its Subcontractors will, comply with federal law, regulations, and guidance prohibiting against discrimination based on disability, including: Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; Federal transit law at 49 U.S.C. § 5332; U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 27; Joint U.S. Architectural Barriers and Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 38; U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part

1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F; U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; FTA Circular 4710.1, "Americans with Disabilities Act: Guidance"; and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities, federal civil rights, and nondiscrimination.

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

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

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

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

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

## **7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

(1) Ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;

(2) Create a level playing field on which DBEs can compete fairly for U.S. DOT-assisted contracts;

- (3) Ensure that County's DBE program is narrowly tailored in accordance with applicable law;
- (4) Ensure that only firms that fully meet eligibility standards (pursuant to 49 CFR Part 26) are permitted to participate as DBEs;
- (5) Help remove barriers to the participation of DBEs in U.S. DOT-assisted contracts;
- (6) Promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- (7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

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

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

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

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

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

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

3. DBEs must be certified by another agency approved by County.

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

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

*Proposed Submission.* Each Contractor, as part of its submission, shall supply the following information:

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

For further information regarding the DBE program requirements, contact OESBD at (954) 357-6400. All forms may be downloaded from the Small Business Development Division website:

<http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

A Letter of Intent must be executed by Contractor and countersigned by all DBE Subcontractors. No work shall be included in the Letter of Intent or Vendor's Opportunity List that Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. Contractor may not deviate from the certified DBE(s) disclosed in Letter of Intent and Vendor's Opportunity List submitted in response to the bid. Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE to be eligible for award.

Contractor shall provide monthly utilization reports, using the DBE Monthly Utilization Report and DBE Final Monthly Utilization Report, to the Contract Administrator, or their designee. In addition, Contractor shall allow County to engage in onsite reviews to monitor Contractor's progress in achieving and maintaining the DBE Goal. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring.

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

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

1. Attendance at any scheduled pre-bid meeting concerning DBE participation;
2. Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media, and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

3. Timely advertisement in general circulation media, trade association publications, and minority-focus media;
4. Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids;
5. Proof of written solicitations to DBEs;
6. Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal; and
7. Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by Contractor or County.

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

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

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

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

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

## **8. DISPUTES, BREACHES, DEFAULTS, AND LITIGATION**

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

**FTA Interest.** FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying County

contract, and any amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

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

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

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

**Additional Notice Requirements.** Contractor and its Subcontractors must promptly notify County and if required the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which County is located, if Contractor or its Subcontractors have knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving Federal Assistance. This responsibility occurs whether the project is subject to this Contract or another FTA funded contract, or an agreement involving a principal, officer, employee, agent, or third-party participant of County. It also applies to Subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor or Subcontractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

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

## **9. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

- (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

## **10. TERMINATION**

County's and Contractor's termination rights and obligations are detailed in the Contract and any addenda or subsequent amendments to the Contract which address termination rights and obligations. Notwithstanding anything to the contrary in the Contract, the FTA may unilaterally terminate the Contract in accordance with Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, and County shall not be liable for any costs or losses of Contractor or any payments to Contractor.

## **11. ADDITIONAL REQUIRED CLAUSES IN THIRD-PARTY CONTRACTS (FROM SECTION 16(D) OF THE FTA MASTER AGREEMENT)**

Sections 1-10 of this FTA Funding Supplement's General Conditions encompass all of Contractor's FTA General Conditions obligations. The following provisions from Section 16(d) of the FTA Master Agreement are required to be included in all Recipient (such as County) contracts that are FTA funded. If any portions of Sections 1-10 of this FTA Funding Supplement's General Conditions are unclear, the following provisions are inserted into this FTA Funding Supplement to provide clarity:

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

**A. Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 CFR §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

**B. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

**C. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**D. Federally Assisted Construction Contracts.** Pursuant to 41 CFR § 60-1.4(b)(1): The applicant [Recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds 64 obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against

any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating

is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**E. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

**F. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**G. Rights to Inventions Made Under a Contract or Agreement.** If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**H. Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**I. Debarment and Suspension (Executive Orders 12549 and 12689).** A covered transaction (see 2 CFR §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third-Party Participant: (1) Complies with federal debarment and suspension requirements; and (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

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

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

## **PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL**

### **12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

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

**Flow Down Requirements:** Covered Contractors and Subcontractors at any tier (as well as their principals and affiliates).

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

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

- f. Disqualified from participation in any federally assisted Award.

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

### **13. BUILD AMERICA, BUY AMERICA**

#### **Applicability to Contracts:**

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

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184.

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

Unless a waiver has been granted by the FTA or the product is subject to a general waiver, Contractor agrees to comply with FTA's buy America requirements. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j) (2) (C) and 49 CFR 661.11. General waivers for small purchases do not apply to Consultant's equipment purchases when Consultant's contract value exceeds \$150,000 in value.

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

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

### **14. SEISMIC SAFETY (Includes A&E)**

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

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

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

## **15. LOBBYING**

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

**Flow Down Requirements:** Covered Contractors and Subcontractors at any tier.

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

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

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

## **16. CLEAN AIR AND CLEAN WATER REQUIREMENTS**

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

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

The Common Grant Rules specifically prohibit the use of those facilities in the EPA "List of Violating Facilities," in the performance of this Contract and any other covered contract.

Contractor agrees to comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7601(q), et seq.

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

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

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

## **EMPLOYEE PROTECTION**

### **17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

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

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

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

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

#### **(1) Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the

Secretary of Labor under the Copeland Act (29 CFR Part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

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

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

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

b) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division,

Employment Standards Administration, DOL, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30) day period that additional time is necessary.

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

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

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

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

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

by the Contract, County may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

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

(ii) a) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to County if County is a party to the Contract, but if County is not such a party, Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor's and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the FTA if County is a party to the Contract, but if County is not such a party, Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to County, Contractor, or the Wage

and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a Subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior

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

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

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

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

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

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

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

**(10) Certification of eligibility.**

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

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

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

**18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for employees including, without limitation, the Contract Work Hours Safety Standards Act, 40 U.S.C. 3701 -3708, as supplemented by the U.S. Department of Labor (DOL) regulations at 29 CFR Part 5; Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with Federal Assistance provided through the FTA involving commerce, and as the Federal Government otherwise determines applicable; and U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR Part 1904; "Occupational Safety and Health Standards," 29 CFR Part 1910; and "Safety and Health Regulations for Construction," 29 CFR Part 1926.

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

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

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

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

4) **Subcontracts.** Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (3) of this section.

## **TRANSIT OPERATIONS**

### **19. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS**

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

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

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

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

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

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

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

## **20. CHARTER BUS REQUIREMENTS**

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

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

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

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

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

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

## **21. SCHOOL BUS REQUIREMENTS**

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

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

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

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

## 22. DRUG AND ALCOHOL TESTING

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

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

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

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

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

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

## 23. SAFE OPERATION OF MOTOR VEHICLES

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

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

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

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

***Distracted Driving, Including Text Messaging While Driving.*** Contractor agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) the following U.S. DOT Special Provision pertaining to Distracted Driving:

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

## **TRANSPORT OF PROPERTY OR PERSONS**

### **24. FLY AMERICA**

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

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

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

### **25. CARGO PREFERENCE**

**Applicability to Contracts:** These cargo preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

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

#### **Cargo Preference - Use of United States-Flag Vessels**

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

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated,

“onboard” commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through Contractor in the case of a Subcontractor’s bill of lading); and

- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **PLANNING, RESEARCH, DEVELOPMENT, & DEMONSTRATION PROJECTS**

### **26. PATENT AND RIGHTS IN DATA**

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

**Flow Down Requirements:** Flows Down to Contractor and its agreements with Subcontractors at every tier covered under 37 U.S.C. § 401.2.

**(a) General.** Contractor agrees that:

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

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

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

**(b) Federal Rights.** Contractor agrees that:

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

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Contractor or Subcontractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, Contractor and its Subcontractors shall transmit the Federal Government’s patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S.

Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR Part 401.

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

**(c) Rights in Data and Copyrights.**

(1) *Definition of “Subject Data.”* As used in this section, “subject data” means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the FTA Master Agreement. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the FTA Master Agreement.

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

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

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

(3) *Federal Rights in Data and Copyrights.* Contractor agrees that:

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

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

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

(i) *Publicly Available Report.* When an Award providing federal assistance for any of the programs described above is completed, Contractor shall assist County, if requested, to provide the FTA with a report that FTA may publish or make available for publication on the Internet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **27. PRIVACY ACT**

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

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

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

Contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. Contractor also agrees to include these requirements in each subcontract to administer any system of

records on behalf of the Federal Government financed in whole or in part with Federal Assistance provided by FTA.

## **MISCELLANEOUS SPECIAL REQUIREMENTS**

### **28. BUS TESTING**

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

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

If this Contract pertains to the acquisition of rolling stock/turnkey, Contractor manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 U.S.C. A5323(c) and FTA's implementing regulations at 49 CFR Part 665, in substantially the form **Bus Testing Compliance Certification**, and shall perform the following:

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

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

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

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

### **29. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

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

**Flow Down Requirements:** There are no Flow Down requirements.

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

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

### **30. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

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

### **31. ADDITIONAL ENVIRONMENTAL PROTECTIONS**

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

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

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

- i. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;

- ii. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
- iii. Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
- iv. Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247);
- v. Other federal environmental protection laws, regulations, and requirements applicable to County, County's Federal Assistance, or the Contract;
- vi. Federal Guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
  - (a) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews," January 14, 2013;
  - (b) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
  - (c) Other federal environmental guidance applicable to County, County's Federal Assistance, or the Contract.
- vii. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note (59 Fed. Reg. 7629, 3 CFR 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
- viii. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012;
- ix. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for FTA Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance; and
- x. U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

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

- i. Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.
- ii. Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
- iii. Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.

- iv. Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 CFR Part 800.
- v. Comply with federal requirements and follow Federal Guidance to avoid or mitigate adverse effects on historic properties.

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

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

**Recycled Products.** The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, requires contracts of \$10,000 or more specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>

## **32. NATIONAL ITS ARCHITECTURE**

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

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

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

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

- a) ITS projects funded by the Highway Trust Fund and the Mass Transit Account must conform to a regional ITS Architecture once it is adopted;

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

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

### **33. ACCESS FOR INDIVIDUALS WITH DISABILITIES**

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

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

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

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

In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto and agrees to follow applicable Federal implementing directives. Among these regulations and directives are: U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F. R. Part 37; U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility

Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35; U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; U.S. General Services Administration (U.S. GSA) regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19; U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act,” 29 CFR Part 1630; U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F; U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

### **34. VETERANS EMPLOYMENT**

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

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

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

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

### **35. PROTECTION OF SENSITIVE SECURITY AND OTHER SENSITIVE INFORMATION**

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

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

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

(a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15;

(b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520;

(c) U.S. DOT Common Rules, which require Federal Assistance recipients to implement, and to require their subrecipients, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or passthrough entity designates as sensitive; and

(d) National Archives and Records Administration regulations, "Controlled Unclassified Information," 32 CFR Part 2002.

### **36. FREEDOM OF INFORMATION ACT**

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

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

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

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

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

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

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

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

## V. DEFINITIONS

**“Board”** means the Board of County Commissioners of Broward County, Florida.

**“Contract”** means the agreement between Contractor and County, including, as applicable, any Third Party Contract, solicitation, response to the solicitation, purchase order, bidding information and requirements, contract award notification, special conditions or requirements, contractual obligations, this FTA Funding Supplement, and any binding agreement or document regardless of its title, for or related to the procurement, disposal, or provision of supplies, services, or work awarded by County or the Award, including any subsequent amendments.

**“Contractor”** means the person(s), firm, or corporation, or business entity that enters into the Contract with County.

**“Federal Assistance”** has the same meaning as in the FTA Master Agreement.

**“Federal Government”** means the United States of America and any of its executive departments or agencies.

**“Federal Guidance”** has the same meaning as in the FTA Master Agreement.

**“Flow Down”** means the applicability of a provision or requirement from Contractor down to lower tier Subcontractors, without regard to the value of the relevant sub-agreement(s).

**“FTA Funding Supplement”** means this FTA Funding Supplement for Broward County Contracts, as amended and updated from time to time.

**“FTA Master Agreement”** means the United States of America Department of Transportation Federal Transit Administration Master Agreement, as it may be amended, supplemented, restated or superseded from time to time, that sets forth the standard terms and conditions that apply to projects financed with federal funds awards, the terms and conditions of which are incorporated herein by reference.

**“Subcontractor”** means a person, firm, or corporation, or combination thereof, that enters into a Third Party Subcontract or otherwise has a direct contract with Contractor for all or any portion of the work described in the Contract or who furnishes material worked into a special design according to the plans and specifications for such work described in the Contract, but not those who merely furnish materials or services incorporated into the project or used or consumed in the performance of the work and not included into the plans and specifications provided for in the Contract.

**“Standard Terms and Conditions”** means all terms and conditions applicable to the Contract and required by U.S. DOT and the Federal Government including, without limitation, the terms and conditions provided in the FTA Master Agreement; 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”; Federal Transit Administration (FTA) Circular 4220.1F, “Third-Party Contracting Guidance”; Appendix A to FTA’s “Best Practices Procurement Manual”; federal transit laws, 49 U.S.C. Chapter 53, as amended; Title 23, United States Code (Highways); other laws and regulations governing procurement activities for Broward County programs and projects; all other applicable Federal Guidance; and other federal legislation that FTA administers, as FTA so determines.