



**AGREEMENT BETWEEN BROWARD COUNTY AND
NELSON\NYGAARD CONSULTING ASSOCIATES, INC. FOR
COMPREHENSIVE OPERATIONAL ANALYSIS AND SERVICE OPTIMIZATION
(RFP # TRN2125190P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Nelson\Nygaard Consulting Associates, Inc., a California corporation authorized to conduct business in Florida (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County seeks to engage a consultant to develop a Comprehensive Operational Analysis (“COA”) and provide service optimization of its transit system.

B. Contractor represents that Contractor has the experience necessary to create the COA, and provide the other Services adequately and competently for County. County desires to engage Contractor to provide the Services.

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

1.7. **Purchasing Director** means County’s Director of Purchasing.

1.8. **Services** means all work required of Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in

the Scope of Services attached as Exhibit A, and any Optional Services procured under this Agreement.

1.9. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.10. **Subcontractor** means an entity or individual providing Services to County through Contractor. The term “Subcontractor” includes all subconsultants.

ARTICLE 2. EXHIBITS

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

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Optional Services. If any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of Optional Services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as Exhibit D executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the required goods or services under this Agreement, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and ends two (2) years after the Effective Date (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the “Term.”

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

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

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

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

ARTICLE 5. COMPENSATION

5.1. Maximum Amount Not-To-Exceed Compensation. The amount set forth in this Section 5.1 is the total compensation payable to Contractor and constitutes a limitation upon County’s obligation to compensate Contractor for Services under this Agreement, but does not constitute a limitation of any sort upon Contractor’s obligation to perform all Services required under this Agreement. Compensation to Contractor shall be based upon the Salary Costs as set forth in Exhibit B (Payment Schedule) up to a maximum-not-to-exceed amount of One Million Eight Hundred Eighty Eight Thousand and 64/100 Dollars (\$1,888,000.54).

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed.

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

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

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

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

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

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

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory

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

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

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

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

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

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

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including

without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

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

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

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

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

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and

respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

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

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

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

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to

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

ARTICLE 8. INSURANCE

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

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

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

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

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

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

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for

and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

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

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

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

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

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

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

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

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

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

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience including in the form of County’s obligation to provide advance notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

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

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

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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

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

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

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

10.5. Each CBE firm utilized by Contractor to meet the CBE goal must be certified by OESBD. Contractor shall inform County immediately when a CBE firm is not able to perform or if Contractor believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Contractor to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Contractor shall notify County, and OESBD may adjust the CBE goal by written notice to Contractor. Contractor shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in

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

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

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

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

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

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

confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-8842, TRANSITRECORDS@BROWARD.ORG, ONE N. UNIVERSITY DRIVE, SUITE 3100A, PLANTATION FLORIDA 33324.

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

County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

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

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

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

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

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

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

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

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

FOR COUNTY:

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

FOR CONTRACTOR:

Nelson Nygaard Consulting Associates, Inc.
Attn: Lorna Lange, Finance Manager
PO Box 71181
Chicago, IL 60694-1181
Email address: LLange@nelsonnygaard.com

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such

person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

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

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

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

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

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

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

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

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

11.21. Payable Interest

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2023, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2023

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

William J.
By Bucciero Digitally signed by William J. Bucciero
Date: 2023.05.16
10:01:29 -04'00'
William Bucciero (Date)
Assistant County Attorney

Angela J.
By Wallace Digitally signed by Angela J. Wallace
Date: 2023.05.16 10:20:54 -04'00'
Angela J Wallace (Date)
Transportation Surtax General Counsel

**AGREEMENT BETWEEN BROWARD COUNTY AND
NELSON\NYGAARD CONSULTING ASSOCIATES, INC. FOR
COMPREHENSIVE OPERATIONAL ANALYSIS AND SERVICE OPTIMIZATION
(RFP # TRN2125190P1)**

CONTRACTOR

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

By: **Jon Watts** Digitally signed by Jon Watts
Date: 2023.05.15 20:37:02
-04'00'

Authorized Signer

Jon Watts, Director of Operations

Print Name and Title

15th day of May, 2023

WITNESS:

**Timothy E.
Crobons** Digitally signed by Timothy
E. Crobons
Date: 2023.05.16 07:49:53
-04'00'

Signature

Timothy E. Crobons

Print Name of Witness above

EXHIBIT A

SCOPE OF WORK

Comprehensive Operational Analysis and Service Optimization

A. Background

1. Broward County Transportation Department (“BCT”) seeks the services of a qualified Consultant to develop a Comprehensive Operational Analysis (“COA”) and Service Optimization of its transit system. Since the previously completed COA in 2010, urban and suburban areas throughout Broward County (“County”) have been redeveloped; the population has grown; and population growth is expected to continue throughout the County. BCT provides fixed route bus, limited stop (Breeze), express, community shuttles and paratransit – door-to-door – services in Broward County. Fixed- route and Express bus services include 43 weekday routes, 33 Saturday routes and 32 Sunday routes. The Breeze operates on major corridors with stops at only major intersections at 25–30-minute headways. BCT is the major coordinator and funding source for the Community Shuttle Program which operates in 20 municipalities in the County. On November 6, 2018, County voters passed a one percent, 30-year, transportation surtax to support improved transit service within the County.
2. The goal of the COA is to assess the current and future County needs and recommend transit improvements, considering the (i) expansion of fixed route, community shuttle, and commuter express services; (ii) integration of the planned premium network; (iii) incorporation of Mobility on Demand (“MOD”) options; and (iv) recommendations for operational improvements in the near, mid, and long-term that will grow ridership.
3. It is expected that the COA will provide recommendations that include (a) modernizing the route network based on projected demand; (b) evaluations on how to increase annual ridership; (c) updates to BCT's internal service standards and performance criteria for optimal network performance; and (d) identifying operational or systematic inefficiencies and providing solutions.

B. Scope of Work

The time to complete this Scope of Work is 18 months.

0.0 Project Management

- 0.1. Consultant will conduct an initial kickoff meeting with the BCT Project Manager and staff to review project goals, deliverables, project schedule including meeting dates, key milestones, and a list of data needs to perform the Scope of Services. Consultant will develop an agenda and facilitate the discussion. The agenda and attendees will be approved by the BCT PM in advance of the meeting.
- 0.2. Consultant will create a Project Management Plan (PMP) that includes specific procedures, products, tools, detailed project schedule, staff assignments, and quality assurance and quality control (QA/QC) measures.
- 0.3. Consultant will conduct bi-weekly status meetings with BCT staff to discuss the tasks, project details and gain feedback and guidance accordingly. Consultant will develop the agendas and facilitate the discussions.

0.4. Product/Deliverables:

- 0.4.1. Meeting Materials and Minutes
- 0.4.2. Project Management Plan (PMP) and detailed project schedule

1.0 Public Involvement

- 1.1 The Consultant will develop a multi-layered approach to engage the residents and numerous stakeholder groups within the BCT service area to ensure the right level of input, feedback and ongoing ownership of the service planning vision, recommendations, and service standards. This outreach task shall identify outreach tools and workshops for specific targeted audiences required to develop deep understanding by key stakeholders, combined with outreach to build awareness, gather input, and explain outcomes to communities impacted by the potential system changes likely to be developed through this task.
- 1.2 The Consultant will develop presentations and meeting material to communicate key information, educate the public about the project, and provide insights on the key decisions that this task must undertake to support effective community engagement. The Consultant will develop a Public Involvement Plan which outlines the approach, schedule, and key milestones.
- 1.3 The Consultant will develop draft materials and project information for approval by BCT. All such materials shall be of sufficient detail and quality to consistently communicate the project to the public and stakeholders. These materials may include presentation templates and report formats.
- 1.4 Throughout the project, the Consultant will be responsible for the logistical portions of Public Involvement, with approval from BCT staff. Meeting room reservations and cost, any other reimbursable expense items that would be provided for the meetings, room set up including any necessary seating or audio/visual equipment and any printing of meeting materials relating to this task, including display boards or meeting handouts, will be coordinated by the Consultant. There will be no additional reimbursables for travel expenses.
- 1.5 This task will include:
 - 1.5.1 Community Meetings, up to 11, one for each district within the County, including the Broward Municipal Services District (“BMSD”);
 - 1.5.2 Content for BCT online & social media applications to be shared with BCT; and
 - 1.5.3 Content for BCT email blast and newsletters to be shared with BCT.
- 1.6 **Product/Deliverables:**
 - 1.6.1 Draft (75%) and Final Public Involvement Plan;
 - 1.6.2 Meeting Minutes;
 - 1.6.3 Meeting Materials;
 - 1.6.4 Presentations; and
 - 1.6.5 Content for BCT online and social media, email blast and newsletters.

2.0 Staff and Stakeholder Input

- 2.1 The Consultant will solicit staff, interagency and public input regarding BCT system

characteristics, issues, concerns, suggestions, perceptions, and needs.

- 2.2 Interviews will be conducted with groups to canvas opinions regarding the systems strengths, weaknesses, opportunities, and threats including but not limited to; Broward County Commissioners, Broward County Administration, Florida Department of Transportation (“FDOT”) / South Florida Commuter Services, BCT staff, and others to be determined by BCT.
- 2.3 The Consultant will hold up to forty (40) meetings with key administration and frontline staff of BCT. In addition, the Consultant will develop four (4) project update presentations at quarterly intervals of the project, including at project kick off, intermediate stages and final results/findings phases for BCT Project Manager (PM).
- 2.4 The Consultant will conduct Broward County Commissioner Briefings, as needed and Steering Committee (“SC”) Meetings. The SC meetings will include representatives from BCT’s management team and others to be determined.
- 2.5 **Product/Deliverables:**
 - 2.5.1 Up to forty (40) meetings with critical staff and stakeholders as identified above;
 - 2.5.2 A minimum of two (2) Technical Reports that document the Inter and Intra-agency meetings as defined above; and
 - 2.5.3 Up to four (4) PowerPoint presentations at quarterly intervals

3.0 Data Collection: Baseline, Existing and Future Conditions

- 3.1 The Consultant will assemble, review, and analyze presently available and collectable data for a detailed look at BCT’s current service area, route and system performance, system operations and working environments.
- 3.2 This task will be divided into the following five Sub-Tasks: (1) Review of Existing, Planned and Future Conditions, (2) Service Area Field Observations, (3) On-Board survey, (4) Quality Assurance and Surveyor Training, and (5) Existing Transfer/Pass/Fare Activity Analysis.
- 3.3 **Review of Existing, Planned and Future Conditions**
 - 3.3.1 The Consultant will organize and review available data and reports that pertain to the BCT service area, including demographic, economic and land use characteristics. Data sources to include in the review include, but are not limited to:
 - 3.3.1.1 Transportation Surtax-based Plan
 - 3.3.1.2 Transit Systems Plan
 - 3.3.1.3 Existing and projected design standards and operational principles of above-listed roadway networks and their effects on public transportation service delivery;
 - 3.3.1.4 Planned roadway improvements;
 - 3.3.1.5 Planned multimodal facility improvements;
 - 3.3.1.6 Bicycle and pedestrian connections;
 - 3.3.1.7 Existing, planned, and future land use;
 - 3.3.1.8 Existing and projected demographic data from the latest American Community Survey (“ACS”) Update from the U.S.

- Census Bureau;
- 3.3.1.9 Broward County School Board enrollment/projections;
- 3.3.1.10 Route travel time data;
- 3.3.1.11 Farebox data;
- 3.3.1.12 HASTUS software route performance reports & comments;
- 3.3.1.13 BCT Computer-Aided Dispatch/ Automatic Vehicle Location (“CAD/AVL”) system results/reports;
- 3.3.1.14 TransTrack system results/report;
- 3.3.1.15 Daily service requirements;
- 3.3.1.16 Public timetables and system maps;
- 3.3.1.17 Headway sheets/vehicle rosters/logs;
- 3.3.1.18 Area base maps;
- 3.3.1.19 Fare structure/classification;
- 3.3.1.20 List of maintenance equipment and related facilities;
- 3.3.1.21 Summary of BCT bus stops and related amenities;
- 3.3.1.22 County’s approved Collective Bargaining Agreement (“CBA”)/Work Rules;
- 3.3.1.23 Southeast Florida Transportation Council (“SEFTC”) Regional Travel Demand Survey;
- 3.3.1.24 Existing plans/documents (including but not limited to BCT latest Transit Development Plan (“TDP”) Annual Update and last Major Update, Broward Metropolitan Planning Organization (“MPO”) Metropolitan Transportation Plan (“MTP”), Transit Systems Plan, Broward County Comprehensive Plan & Transportation Concurrency and Management Program, Miami-Dade County Strategic Miami Area Rapid Transit Plan (“SMART”) Plan, and TDP’s from Miami-Dade Transit (“MDT”) and Palm Tran); and
- 3.3.1.25 Other sources as requested by BCT.

3.3.2 **Product/Deliverable:** Draft (75%) and Final Technical Report summarizing data results along with the raw data collected.

3.4 **Service Area Field Observations**

- 3.4.1 The Consultant will survey the state of the BCT system in the field, including observation of the vehicle operations for each BCT route to determine the following:
 - 3.4.1.1 Characteristics and operating conditions of bus movement and routing;
 - 3.4.1.2 Access, maneuverability and exiting from fixed transit facilities, timepoints and other major destinations; and
 - 3.4.1.3 Observed traffic conditions, street networks, and other community characteristics pertinent to routing.

3.4.2 **Product/Deliverable:** Report detailing routing, field conditions and other conditions as listed above.

3.5 **On-board Survey**

- 3.5.1 The Consultant will conduct an on-board survey that is a statistically significant and replicable sample of all existing BCT services, including Local, Contracted, Limited Stop, Commuter Express and Community

Shuttle trips. The Consultant and the BCT Project Manager (“BCT PM”) will finalize an agreed-upon sample methodology and sample size that will result in survey data that is statistically significant for each BCT route. The on-board survey task will provide the following: stop-by-stop and segment-level (as defined by Timepoints) ridership information, identify the location of peak load points by direction, collect origin/destination pairs, boarding/alighting locations, first mile/last mile travel modes, and data pertaining to travel patterns, transit use, and socio-demographic information of transit riders. The BCT PM will have final approval of all sampling methodologies, survey methods, and technologies.

3.5.2 **Data Collection and Supervision**

3.5.2.1 Data collection will be administered by the Consultant. All Weekday surveys will occur on Tuesdays through Thursdays. All surveys will occur while Broward County Public Schools are in session. Saturday and Sunday trips will be surveyed over consecutive weekend(s) surrounding all weekday surveys. Preparation for the surveying task will include BCT staff providing appropriate run cut/routing information, and an updated stop-by-stop database. The Consultant shall conduct a training session(s) for the survey team and ensure all surveyors are adequately trained and knowledgeable. This may include but is not limited to: instruction on how to deliver the final Sampling Plan as well as how to interact with the BCT riding public. Surveyors will ride on board the vehicles to conduct the on-board surveys. For each scheduled time point, the Surveyor will record the time on a data form. For each stop, the Surveyor will record the number of alighting and boarding passengers.

3.5.3 **Product/Deliverable:** The Consultant will develop a final Sampling Plan that will include the project schedule elements pertinent to the surveying task (from Task 1.0), and detail how all required elements of Sub Tasks 3.5 – 3.7 will be adequately covered. The Sampling Plan will require approval by the BCT PM before Subtasks 3.6 – 3.7 can fully proceed.

3.6 **Quality Assurance and Surveyor Training**

3.6.1 Several procedures will be implemented to achieve the Sampling Plan’s required level of statistical validity, accountability, and compliance with BCT requirements. These procedures include but are not limited to:

3.6.1.1 Surveyors will receive comprehensive training by the Consultant prior to the onset of actual surveying/data collection. The training session will provide classroom instruction, supervised practice checking in the field, and an additional screening of each individuals’ abilities.

3.6.1.2 Surveyors will manually record data on pre-printed survey forms and/or an electronic device as detailed in the Sampling Plan. Surveyors will complete information at the start of each trip including run, vehicle and operator numbers, passenger loads and all other required data. They will also be responsible for reporting all circumstances related to passenger loads, including

but not limited to details on bike rack usage, wheelchair ramp usage, delays by trains or bridges, driver relief change, bus equipment delays (such as doors or fareboxes), passenger delays, and other circumstances such as construction, weather or roadway incidents.

- 3.6.1.3 Once the on-board survey task is underway, the Consultant will immediately verify each day's data to ensure that Surveyors have correctly and accurately followed proper procedures. Each Surveyor's performance in-vehicle will also be built into the schedule. Surveyors not meeting these and other standards will be retrained or replaced from an available pool provided by the Consultant.
- 3.6.1.4 Complete surveys for each route in a consecutive period shall be completed when possible.
- 3.6.1.5 To ensure that surveys take place as scheduled, adequate report time will be built into the Surveyor's schedules. The Consultant shall provide an appropriate number of additional Surveyors who will be able to cover no-shows.
- 3.6.1.6 Administration of the on-board survey will require that BCT provide a small area at selected BCT transfer terminals, Copans and Ravenswood facilities for survey staff.

3.6.2 **Data Processing**

The Consultant will collect all completed survey forms and related media and tabulate said data in electronic tabular format. Before developing summaries of all collected data, logic checks will be performed on the resulting files to identify any anomalies. A spreadsheet or business intelligence program will produce a summary of boardings, alightings, departing load by route/stop/time period/segment, and time of day. The tabular dataset will be available as a program that produces a loading profile on a per trip basis and other time periods (including daily, weekly, monthly).

- 3.6.3 Key variables will be clearly delineated from the edited data, including:
 - 3.6.3.1 Total daily ridership;
 - 3.6.3.2 Total and average ridership per trip for each time period;
 - 3.6.3.3 Daily boardings and alightings for each stop and route segment;
 - 3.6.3.4 Total and average boardings, alightings, and load for each stop, route segment, and time period;
 - 3.6.3.5 Specific locations of origins and destinations, geocoded to detailed longitude/latitude coordinates per trip and per route;
 - 3.6.3.6 Transfer points by stop between routes and BCT services including Local, Contracted, Limited Stop, Express and Community Shuttle trips;
 - 3.6.3.7 Peak load for each time period, peak hour and location of peak direction;
 - 3.6.3.8 Running time per trip and per route segment;
 - 3.6.3.9 Average and standard deviation of run time for each time period;
 - 3.6.3.10 Average overall speed on each segment;
 - 3.6.3.11 Headway variability, schedule adherence for all routes and time periods;

- 3.6.3.12 Available vehicle seating and standing room per trip;
- 3.6.3.13 Trip purpose;
- 3.6.3.14 Trip length;
- 3.6.3.15 System safety;
- 3.6.3.16 Passenger comments; and
- 3.6.3.17 Demographic information including age group, education, income, car ownership, driver's license status, number of people/workers in household, employment/school status, and ethnicity.
- 3.6.3.18 Environmental justice and Title VI information (e.g., language spoken at home).

3.6.4 **Product/Deliverable: The Consultant will develop the following:**

- 3.6.4.1 Draft (75%) and Final Technical report detailing the methodologies, survey procedures and survey results, data analysis, statistics, and associated graphics. The technical report will present unweighted and weighted tabulations of key survey question responses.
- 3.6.4.2 Survey databases in an electronic tabular format, with geocoded data and the data codebooks/meta data.

3.7 **Existing Transfer/Pass/Fare Activity Analysis**

3.7.1 A transfer/pass/fare analysis task will be performed utilizing all data collected under Task 4.0. This analysis will be conducted for a typical Weekday (Tuesday-Thursday), Saturday, and Sunday time periods. A matrix will be developed for each route and will include the following: time of day when transfer was taken, method of payment/fare category (multiple one-way pass, all day pass, or multi-day pass), and all route(s) involved with said transfer. The Consultant will also examine the effectiveness of BCT's existing transfer/pass/fare policies and sales distribution network for revenue and ridership implications, including fare evasion and mobile ticketing usage.

3.7.2 **Product/Deliverable:** Draft (75%) and Final Technical report detailing the system's existing transfer/pass/fare analysis and its relation to the overall passenger experience on the BCT system.

4.0 **Data Analysis and Evaluation of Existing Service**

4.1 The Consultant will conduct a comprehensive route-by-route evaluation of BCT service based on the data collected under Task 3.0, obtain a clear understanding of the opportunities to improve each route, and assess overall responsiveness to service needs, efficiency, and productivity. This task will provide key input into the development of service improvements.

4.2 Route and corridor profiles will be prepared that evaluate the overall productivity, efficiency, and effectiveness of service provided by BCT. Segments and time-of-day productivity will be evaluated when developing individual route profiles. The following data sources will be used to assess route productivity:

4.2.1 The on-board survey will produce ridership, schedule adherence, and trip data;

- 4.2.2 Farebox reports will provide fare and revenue data;
 - 4.2.3 Scheduling (HASTUS), CAD/AVL, and TransTrack information will provide service miles, hours, and On-Time Performance (“OTP”) base data, and
 - 4.2.4 Any other relevant data as identified by the Consultant and the BCT PM.
- 4.3 A route and route segment productivity assessment will address service effectiveness, revenue generation, cost efficiency, cost effectiveness, and service quality indicators. After completion of the individual route profiles, the Consultant will review the following operational, service alignment and schedule characteristics for each BCT route:
- 4.3.1 Headways (service frequencies);
 - 4.3.2 Passenger loads by route segments relative to capacity;
 - 4.3.3 Route complexity, including deviations and turn-backs;
 - 4.3.4 Location/hierarchy of system transfer locations;
 - 4.3.5 Fleet utilization and assignment by vehicle and time period;
 - 4.3.6 Directness and redundancy of route alignments;
 - 4.3.7 Scheduled arrival/departure times at time points and key trip generators;
 - 4.3.8 Layover and terminal locations and recovery times;
 - 4.3.9 Bus stop locations and spacing;
 - 4.3.10 Operating hours/days of service;
 - 4.3.11 Pull-out adherence;
 - 4.3.12 Schedule adherence;
 - 4.3.13 Evaluation of BCT scheduling software;
 - 4.3.14 Dispatch operations;
 - 4.3.15 Bus Traffic Control Operations;
 - 4.3.16 Deadhead routing;
 - 4.3.17 Driver relief;
 - 4.3.18 Traffic and bus turning movements, conditions, and limitations;
 - 4.3.19 Existing passenger amenities (transfer centers, bus stops, bus shelters);
 - 4.3.20 Existing fare policies, fare revenue, farebox recovery;
 - 4.3.21 Existing and planned land use development patterns pertinent to BCT services;
 - 4.3.22 Existing and projected demographic and employment developments; and
 - 4.3.23 Route alignment, frequency, and span of service;
 - 4.3.24 Social economic equity, Title VI, and environmental justice considerations.
- 4.4 **Product/Deliverable:** Draft (75%) and Final Technical report that will present a comprehensive, route-by-route evaluation of the current system. Included in this evaluation will be full performance profiles of each route from BCT’s family of services (i.e., local, limited stop, express, contracted, and community shuttle) and a comprehensive evaluation of the existing system to determine strengths, weaknesses, opportunities, and threats.

5.0 Mobility Needs and Market Assessment

- 5.1 The Consultant will assess the demand for transit and mobility service options and the potential of expanding such services within the current BCT service area, particularly where service does not currently exist or where service needs adjustments and/or enhancements to increase ridership and/or efficiency, including, but not limited to the Broward Municipal Service District (“BMSD”). Where possible, the Consultant will identify latent demand by time of day, origin-destination zones,

and user group.

- 5.2 The latest 5-year updates of U.S. Census Bureau American Community Survey (“ACS”) data will be utilized to identify potential markets that presently have inadequate transit service. This analysis will be corroborated by field investigations, documented public service requests, interviews with BCT management and line personnel, and other existing plans and data demonstrating transit market needs.
- 5.3 The Consultant will conduct an analysis of the needs of traditional transit markets and expand on the potential needs of discretionary markets within the BCT service area. A mobility needs and market assessment will examine the following in Broward County:
 - 5.3.1 Housing, employment, transit dependency, and other related trip generating activity densities that generate public transportation demand.
 - 5.3.2 Commuting patterns within Broward County and to/from neighboring counties (Palm Beach & Miami-Dade).
 - 5.3.3 Assessment of origin/destination and boarding/alighting data from BCT’s most recent COA, express bus surveys, 2019-28 TDP on-board, and recent location-based data (to be acquired by the Consultant).
 - 5.3.4 Assessment of most recent 2045 Southeast Florida Regional Planning Model (“SERPM”) Model runs from existing plans in Broward County and the South Florida region.
 - 5.3.5 Assessment of captured transit markets and discretionary transit markets from above sources and other recommended sources TBD.
 - 5.3.6 Assessment of first and last mile connection to premium transit network plan
 - 5.3.7 Assessment of new or improved bus garage locations
- 5.4 The latent demand analysis will be completed for the three (3) time horizons: near-term (1-5 years) for the service revision recommendations, mid-term (6-10 years) and long-term (11-15 years). Socioeconomic data will be utilized to complete this analysis. This analysis will be performed for BCT’s current service area and neighboring counties where market demand is proven.
- 5.5 **Product/Deliverable:** The Consultant will develop a draft (75%) and Final technical report that will detail the latent demand analysis for three (3) time horizons: near-term (1-5 years) for the service revision tasks, mid-term (6- 10 years) and long-term (11-15 years).

6.0 Review BCT Service Standards/Policies

- 6.1 The Consultant will review and provide, as needed, updated detailed recommendations to BCT staff and develop a series of recommended service standards and policies for all BCT services (i.e., local, limited stop, express, contracted, and community shuttle), based on data and public input gathered from Tasks 2.0 through 5.0. Updates to monitoring/reporting methodologies and guidelines for new service standards/policies/monitoring program will be recommended, as needed.
- 6.2 A review of peer agencies, best practices, and information collected in Tasks 3.0 and 4.0 will be utilized to identify service standards and policies. The peer review shall include review of transit industry service standards and policies as well as goals

and objectives of the standards and related policies.

6.3 Refine Service Standards/Policies

The Consultant will review and refine established BCT service standards/policies that will include but is not limited to the following categories:

- 6.3.1 Transit Industry Standards
 - 6.3.1.1 Total boardings
 - 6.3.1.2 Passengers per hour
 - 6.3.1.3 Cost and subsidy per passenger
 - 6.3.1.4 Fare Box Recovery
 - 6.3.1.5 On-time performance
 - 6.3.1.6 Customer complaints
 - 6.3.1.7 Preventable accidents per revenue mile

- 6.3.2 Transit Travel Time
 - 6.3.2.1 System speed
 - 6.3.2.2 Delays, definition of/types
 - 6.3.2.3 Transit-auto travel time
 - 6.3.2.4 Transfer time

- 6.3.3 Transit Experience
 - 6.3.3.1 Reliability
 - 6.3.3.2 Comfort
 - 6.3.3.3 Passenger environment
 - 6.3.3.4 Customer satisfaction

- 6.3.4 Safety and Security
 - 6.3.4.1 Vehicle accident rate
 - 6.3.4.2 Passenger accident rate
 - 6.3.4.3 Crime rate
 - 6.3.4.4 Vehicle safety devices

- 6.3.5 Service Planning
 - 6.3.5.1 BCT Internal Tier 1-4 service standards
 - 6.3.5.2 Ridership Thresholds
 - 6.3.5.3 Headway
 - 6.3.5.4 Service Span
 - 6.3.5.5 Deadhead Routing

- 6.3.6 Maintenance
 - 6.3.6.1 Road calls
 - 6.3.6.2 Fleet cleaning schedules and vehicle downtime
 - 6.3.6.3 Spare ratio
 - 6.3.6.4 Fleet maintenance performance
 - 6.3.6.5 Staffing

- 6.3.7 Operations
 - 6.3.7.1 Overtime Operations
 - 6.3.7.2 Light-Duty
 - 6.3.7.3 Extraboard

- 6.3.7.4 Dispatch
- 6.3.7.5 Staffing
- 6.3.8 Scheduling
 - 6.3.8.1 Interlining
 - 6.3.8.2 Taxi/Relief
 - 6.3.8.3 Relief time and relief points/layovers
 - 6.3.8.4 Pay to Plat
 - 6.3.8.5 Peak to Base
 - 6.3.8.6 Efficiency
- 6.3.9 Transit Benefits
 - 6.3.9.1 Community economic impact
 - 6.3.9.2 Employment impact
 - 6.3.9.3 Mobility
 - 6.3.9.4 Environmental impact
- 6.3.10 Equity
 - 6.3.10.1 Access to affordable housing
 - 6.3.10.2 Access to jobs
 - 6.3.10.3 Access to healthcare
 - 6.3.10.4 Access to schools
 - 6.3.10.5 Service to historically disadvantaged areas
- 6.3.11 **Product/Deliverable:** Draft (75%) and Final Report with recommendations for service standards and policies:
 - 6.3.11.1 Level of Service (“LOS”) Standards;
 - 6.3.11.1.1 Values for service measures based on a transit passenger’s perception of various aspects of transit services.
 - 6.3.11.2 Minimum and Maximum Service Standards (“MSS”)
 - 6.3.11.2.1 Design Standards – Route and Schedule Design
 - 6.3.11.2.2 Performance Standards - Productivity, Service Delivery, Passenger Comfort, Safety, etc.
- 6.4 **Transfer/Pass/Fare Policies and Standards**
 - 6.4.1 The Consultant will conduct an analysis of BCT’s transfer, pass, and fare policies and standards and provide recommendations on changes as needed. This will include an analysis of the existing transfer activity collected in Task 3.7 of all related transactions and sales activities that occur on a BCT vehicle, at a BCT terminal or occurring elsewhere. The Consultant will also examine the effectiveness of BCT’s existing transfer/pass/fare policies and sales distribution network for revenue and ridership as well as mobile ticketing usage.
 - 6.4.2 Tasks will include:
 - 6.4.2.1 Analysis of all existing BCT transfer/pass/fare policies and standards;
 - 6.4.2.1.1 Recommended optimal transfer/pass/fare standards and policies;
 - 6.4.2.2 Development of new transfer/pass/fare performance

- measurement system;
- 6.4.2.3 Review of Mobile ticketing policies and standards

6.4.3 **Product/Deliverable:** Draft (75%) and Final Technical report detailing finding.

7.0 Near-Term Service Optimization Recommendations

7.1 The Consultant shall develop service optimization revision recommendations, which will successfully re-imagine BCT's service, and comprise all near-term operational recommendations for the system. This will take into consideration results from the Transit Systems Plan.

7.2 This task will include a workshop(s) led by the Consultant in coordination with BCT Project Manager to develop the specific network plan for BCT's family of services, including fixed routes, limited stop, premium transit, Commuter Express, contracted routes, a Community Shuttle. The purpose of the workshop(s) is to establish the main goals and discuss the recommendations of the optimization task. The service design will be developed to a specified study year pursuant to BCT with service prioritized and will take into consideration all infrastructure expected or needed. Input from all previous tasks will form the basis for developing the Service Optimization recommendations. Analysis will include but is not limited to:

7.2.1 Optimal routing by corridor: complete service parameters for each route or service type by day of the week. Will include recommendations for:

- 7.2.1.1 Service periods;
- 7.2.1.2 Service frequencies by time period;
- 7.2.1.3 Vehicle requirements by time period;
- 7.2.1.4 Service hours and miles;
- 7.2.1.5 Timepoint spacing;
- 7.2.1.6 Round trip running times;
- 7.2.1.7 Trip distances;
- 7.2.1.8 Flex routing;
- 7.2.1.9 New technologies;
- 7.2.1.10 Transit-network companies ("TNC");
- 7.2.1.11 Interlining combinations; and
- 7.2.1.12 Operational guidelines/procedures for operating in a transit signal priority ("TSP") and/or queue jump ("QJ") ITS environment for all modes.

7.2.2 Optimal level of service by corridor for fixed route services

- 7.2.2.1 Develop detailed operational guidelines for fixed route services considering the placement of planned premium transit within a corridor, including the overall interaction between these and other modes.

7.2.3 Optimal capital needs

- 7.2.3.1 Required fleet; and
- 7.2.3.2 Facility or equipment needs; including a 3rd or 4th garage location.

7.3 Product/Deliverable: The Consultant will complete the following:

- 7.3.1 Report outlining service revision recommendations, service by service, route by route, transit fleet, and major capital facility changes necessary to revamp the BCT system;
- 7.3.2 Workshop(s);
- 7.3.3 Capital and operating cost estimates to implement the plan based upon the workshop (s) and prior analysis;
- 7.3.4 Service Revision Recommendations Action Report, which will include maps, tables and descriptions of all proposed route changes, new routes, fares/revenues, and other related policies.

8.0 Mid-Term Service Recommendations (Years 6-10)

- 8.1 The Consultant will identify recommended service modifications and improvements for a mid-term period (6-10 years).
- 8.2 Input from all previous tasks will form the basis for developing all mid-term service recommendations and related changes supportive of improved service. Mid-term service recommendations will be reviewed with the BCT Project Manager and through public outreach task as identified in Task 2.0 prior to being finalized. All recommendations for the mid-term period will have a clear delineation of how and when the changes may be most appropriate for the system. This will include a Service Integration Analysis for the future service needs of BCT within this timeframe, coupled with the planned Penny Transportation Surtax-based Plan program capital investments.
- 8.3 **Product/Deliverable:** Draft (75%) and Final Mid-Term Service Recommendations Report, which will include maps, tables, and descriptions of all proposed route changes, new routes, fare/revenues, and other related policies.

9.0 Long-Term Service Recommendations (Years 11-15)

- 9.1 The Consultant will identify recommended service modifications and improvements for a long-term period (11-15 years).
- 9.2 Input from all previous tasks will form the basis for developing all long-term service recommendations and related changes supportive of improved service. All recommendations for the long-term period will follow the same format as Task 8.0, with a clear delineation of how and when the changes may be most appropriate for the system. This will include a Service Integration Analysis for the future service needs of BCT within this timeframe, coupled the planned Penny Transportation Surtax-based Plan program capital investments.
- 9.3 **Product/Deliverable:** Draft (75%) and Final Long-Term Action Plan Report, which will include maps, tables, and descriptions of all proposed route changes, new routes, fare/revenues, and other related policies.

10.0 Executive Summary

- 10.1 This task will summarize the observations, findings, and recommendations from earlier tasks, and include the following:

10.1.1 Executive Summary

10.1.1.1 Existing Conditions and Needs

10.1.1.2 Statement of Goals and Objectives

10.1.1.3 Service Standards and Policies

10.1.1.4 Summary of Community Engagement

10.1.1.5 Service Revision Recommendations (Near-, Long- and Mid-Term)

10.1.1.6 Service Revision Recommendations Actions

10.2 **Product/Deliverable:** Draft (75%) and Final Executive Summary Report (electronic copy, ADA formatting, and two (2) paper copies)

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**PROJECT BUDGET/HOURS FOR COMPREHENSIVE OPERATIONAL ANALYSIS AND SERVICE OPTIMIZATION
BROWARD COUNTY DEPARTMENT
RFQ No. TRN2125190P1**

Task Description*	Days Provided		Hours Provided		Days Provided		Hours Provided		Days Provided		Hours Provided		Days Provided		Hours Provided		Days Provided		Hours Provided		Days Provided		Hours Provided		Total Cost
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	
Task 1 - PROJECT MANAGEMENT	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
1.1 Project Management (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
1.2 Project Management (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
Task 2 - DATA COLLECTION, ANALYSIS, AND REPORTING	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
2.1 Data Collection, Analysis, and Reporting (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
2.2 Data Collection, Analysis, and Reporting (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
Task 3 - SERVICE DELIVERY AND SUPPORT	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
3.1 Service Delivery and Support (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
3.2 Service Delivery and Support (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
Task 4 - PROJECT CLOSURE AND EVALUATION	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
4.1 Project Closure and Evaluation (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00
4.2 Project Closure and Evaluation (100% of total project budget)	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00	00

**EXHIBIT C
MINIMUM INSURANCE REQUIREMENTS**


Project: Comprehensive Operational Analysis and Service Optimization
Agency: Transit Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$2,000,000	
			*Maximum Deductible:	\$100,000	

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. *Waiver of subrogation is required for Workers Compensation if any portion of the work/services will be performed on County Property.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

 Digitally signed by
COLLEEN A. POUNALL
Date: 2022.06.16
10:55:39 -04'00'

Risk Management Division

**Exhibit D
Work Authorization**

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

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

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

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

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

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

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

(Signatures appear on the following page.)

EXHIBIT E
CBE Subcontractor Schedule
and Letters of Intent

Project No: TRN2125190P1
Project Title: Transit Comprehensive Operational Analysis and Service Optimization

No. Firm Name	Discipline
1. CH Planning, LTD	Public and Stakeholder Engagement, Transit Data Analysis, Transit Service Analysis and Planning
2. ElJenn, Inc.	On-Board Survey Data Collection staffing agency
3. Holt Communications, Inc.	Public relations, marketing, advertising
4. Insight Transportation Consulting, Inc.	Transit Data Analysis, Transit Service Analysis, Market Analysis, On-Board Survey Data Collection / Survey Expansion

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



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

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

Solicitation No.: TRN2125190P1

Project Title: Transit Comprehensive Operational Analysis

Bidder/Offeror Name: Nelson\Nygaard Consulting Associates, Inc.

Address: 2 Bryant Street, Suite 300 City: San Francisco State: CA Zip: 94105

Authorized Representative: Jennifer Wieland, Managing Director Phone: 206-576-3938

CBE Firm/Supplier Name: CHPlanning, LTD.

Address: 1580 Sawgrass Corporate Pkwy. Suite 130 City: Sunrise State: FL Zip: 33323

Authorized Representative: Charnelle Hicks Phone: (954) 329-2600

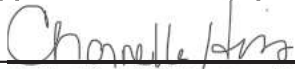
- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE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

Work to be performed by CBE Firm

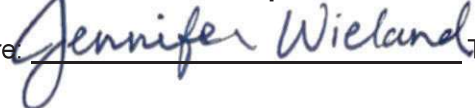
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Tasks 1 through 10 outlined in the scope	925120	\$120,834	6.4%
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: Principal Date: 02/20/2023

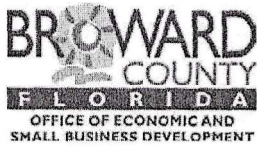
Bidder/Offeror Authorized Representative

Signature:  Title: Jennifer Wieland, Managing Director Date: 02/20/2023

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

² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



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

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

Solicitation No.: TRN2125190P1

Project Title: Transit Comprehensive Operational Analysis & Service Optimization

Bidder/Offeror Name: Nelson\Nygaard Consulting Associates, Inc.

Address: 2 Bryant Street, Suite 300 **City:** San Francisco **State:** CA **Zip:** 94105

Authorized Representative: Tim Crobons **Phone:** 407-315-3707

CBE Firm/Supplier Name: Eljenn Inc.

Address: 2598 East Sunrise Blvd. 210A **City:** Fort Lauderdale **State:** FL **Zip:** 33304

Authorized Representative: Jennifer Anglin **Phone:** 954-593-3932

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

Work to be performed by CBE Firm

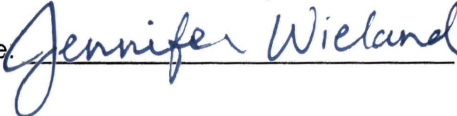
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Staffing for On-Board Survey	561320	\$ 145,000.00	7.69 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  **Title:** Jennifer Anglin, President **Date:** 03-23-2023

Bidder/Offeror Authorized Representative

Signature:  **Title:** Jennifer Wieland, Managing Director **Date:** 03/23/2023

¹ Visit Census.gov and select NAICS to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



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

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

Solicitation No.: TRN2125190P1

Project Title: Transit Comprehensive Operational Analysis

Bidder/Offeror Name: Nelson\Nygaard Consulting Associates, Inc.

Address: 2 Bryant Street, Suite 300 City: San Francisco State: CA Zip: 94105

Authorized Representative: Jennifer Wieland, Managing Director Phone: 206-576-3938

CBE Firm/Supplier Name: Holt Communications, Inc.

Address: 3350 SW 148th Avenue, Suite 110 City: Miramar State: FL Zip: 33027

Authorized Representative: Yvette Holt Phone: 305-335-0924

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

Work to be performed by CBE Firm

Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Public relations, marketing, advertising	541810,541820,541613	\$113,282	6% %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature: Title: President Date: 2/20/2023

Bidder/Offeror Authorized Representative

Signature: Title: Jennifer Wieland, Managing Director Date: 02/20/2023

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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



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

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

Solicitation No.: TRN2125190P1

Project Title: Transit Comprehensive Operational Analysis

Bidder/Offeror Name: Nelson\Nygaard Consulting Associates, Inc.

Address: 2 Bryant Street, Suite 300 City: San Francisco State: CA Zip: 94105

Authorized Representative: Jennifer Wieland, Managing Director Phone: 206-576-3938

CBE Firm/Supplier Name: Insight Transportation Consulting Inc.

Address: 9070 Parkland Bay Dr City: Parkland State: FL Zip: 33076

Authorized Representative: Ashutosh Kumar Phone: 614.286.7433


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

Work to be performed by CBE Firm

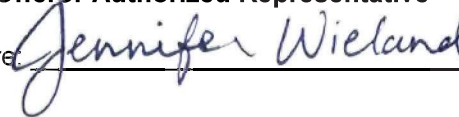
Description	NAICS ¹	CBE Contract Amount ²	CBE Percentage of Total Project Value
Data analytics and existing conditions	541614	\$190,691	10.1 %
			%
			%

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

CBE Firm/Supplier Authorized Representative

Signature:  Title: President Date: 2/20/2023

Bidder/Offeror Authorized Representative

Signature:  Title: Jennifer Wieland, Managing Director Date: 02/20/2023

¹ Visit Census.gov and select [NAICS](#) to search and identify the correct codes. Match type of work with NAICS code as closely as possible.
² To be provided only when the solicitation requires that bidder/offeror include a dollar amount in its bid/offer.

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

Exhibit F
Certification of Payments to Subcontractors and Suppliers

RLI/Bid/Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

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

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

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

Dated _____, 20__

Contractor Name

By _____

(Signature)

By _____

(Name and Title)

STATE OF)
COUNTY OF)

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

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