

**AGREEMENT
BETWEEN
THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
HDR ENGINEERING, INC.
FOR
LET'S TALK TRANSPORTATION PUBLIC OUTREACH:
SPEAK UP BROWARD - PHASE 2
RFQ No. 15-02**

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AND
HDR ENGINEERING, INC.
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RFQ No. 15-02

This Agreement (“Agreement”) is made and entered into the 10th day of September, 2015, by and between the **BROWARD METROPOLITAN PLANNING ORGANIZATION**, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 850, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

HDR ENGINEERING, INC., a foreign corporation, authorized to do business in the State of Florida, with its principal address located at 3250 West Commercial Boulevard, Suite 100, Fort Lauderdale, FL 33309-3459 (hereinafter referred to as “CONTRACTOR”) for Let’s Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2 (the “Project”). References in this Agreement to “Executive Director” shall be meant to include his/her designee.

WITNESSETH:

WHEREAS, the BMPO, pursuant to Section 287.055, Florida Statutes, solicited offers from firms to perform Transportation Planning Services in connection with the Project; and

WHEREAS, Offers were evaluated and ranked by an Evaluation and Selection Committee; and

WHEREAS, the Board of the BMPO has selected the CONTRACTOR, upon the recommendation of the Evaluation and Selection Committee, as the highest ranked firm to perform Transportation Planning Services in connection with the Project; and

WHEREAS, on September 10, 2015, the Board of the BMPO ratified the ranking of Offers received in response to RFQ No. 15-02 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

WHEREAS, BMPO and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR must meet the requirements and perform the services identified in the Request for Qualifications for Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2, RFQ No. 15-02, dated May 8, 2015, ("RFQ"), attached hereto and made a part hereof, as Exhibit "A", and the CONTRACTOR'S Offer, attached hereto and made a part hereof, as Exhibit "B"; and
- 1.2 The Federal Transit Administration ("FTA") Required Contractual Provisions, attached hereto and made a part hereof, as Exhibit "C".
- 1.3 The parties agree that the Services and the FTA Contractual Provisions, as specified in Exhibits "A", "B" and "C", (hereinafter collectively referred to as the "Scope of Services" or "Services") contain the description of CONTRACTOR'S obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.4 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR'S Services pursuant to this Agreement.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall remain in effect until such a time as the Services acquired in conjunction with this Agreement have been completed and accepted by the BMPO in accordance with this Agreement.

- 2.2 Prior to beginning the performance of any services under this Agreement, CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services described in the Scope of Services within the time periods specified therein, said time periods shall commence from the date of the Notice to Proceed for such Services; however, **this Agreement shall terminate no later than October 31, 2017**, unless terminated earlier pursuant to Section 4 of this Agreement.
- 2.2.1 Notwithstanding the foregoing, the Term of this Agreement shall remain in effect until such time as the Services have been completed and accepted by the BMPO, the Term may be further extended beyond the date specified herein, under the same terms and conditions of this Agreement, by written notice to the CONTRACTOR, by the Executive Director, in his/her sole discretion, as may be in the best interest of the BMPO.
- 2.3 The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

- 3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, **the total amount not to exceed ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$1,350,000.00)**. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts negotiated between the parties as indicated on Speak Up Broward Phase 2 Fee Estimate by Task and Firm, which is a part of the attached Scope of Services (Exhibit "B"), which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.1.1 The Executive Director, in his/her sole discretion, as may be in the best interest of the BMPO, may modify a detailed Task(s) as outlined in the Scope of Services and deviate the otherwise agreed amount of compensation as indicated within the attached Fee Estimate within a specified Task and approved subcontractors consistent with the same terms and conditions of this Agreement. Any such deviation shall require a written

notice to and acknowledgement of approval by the CONTRACTOR. Notwithstanding the foregoing, the total amount of Compensation payable to the CONTRACTOR pursuant to this Agreement shall not be increased, without a formal amendment to this Section 3 of the Agreement.

- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously.
- 3.3** BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.4** Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.
- 3.5** Payment shall be made to CONTRACTOR at:
- HDR ENGINEERING, INC.
3250 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 33309- 3459
- 3.6** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.
- 3.7** If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees included in Exhibit "B".

SECTION 4. TERMINATION

- 4.1** This Agreement may be terminated for cause by action of the BMPO Board if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.
- 4.2** This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.3** Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.4** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 4.5** In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.
- 4.6** In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by BMPO.

SECTION 6. INSURANCE

- 6.1** In order to insure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFQ (Exhibit "A"). This Agreement shall not be deemed approved until the CONTRACTOR has obtained all required insurance coverages and has supplied the BMPO with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The BMPO shall approve such certificates prior to the performance of any services pursuant to this Agreement.
- 6.2** CONTRACTOR shall make this same requirement binding on any of its subcontractors. CONTRACTOR shall indemnify and save the BMPO harmless from any damage resulting to them for failure of any subcontractor to take out or maintain such insurance.

SECTION 7. MISCELLANEOUS

- 7.1 Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 Audit and Inspection Rights and Retention of Records. BMPO shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with the RFQ for CONTRACTOR services.

7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply with the provisions set forth in attached Appendix "A", including Contractor's responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.

- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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.
- 7.5 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

BMPO:

Gregory Stuart, Executive Director
Broward Metropolitan Planning Organization
100 West Cypress Creek Road, Suite 850
Fort Lauderdale, Florida 33309

With a copy to:
Alan L. Gabriel, Esq.
BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301

CONTRACTOR:

HDR Engineering, Inc.
3250 West Commercial Boulevard, Suite 100
Fort Lauderdale, Florida 33309

- 7.8 **Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the BMPO, which shall be in BMPO's sole and absolute discretion. A list of all such subcontractors shall be included in the Offer. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Offer, a list of such subcontractors shall be provided to the BMPO, subject to BMPO's approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to BMPO's satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 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 related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against BMPO in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of BMPO in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, 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. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 Materiality and Waiver of Breach.** BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in four (4) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR’S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.
- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

7.27 Disadvantage Business Enterprise (DBE) Program. The CONTRACTOR, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

7.28 Contract Administrator. The Contract Administrator is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, Mr. Christopher Ryan, Project Manager for the BMPO is designated as the Contract Administrator.

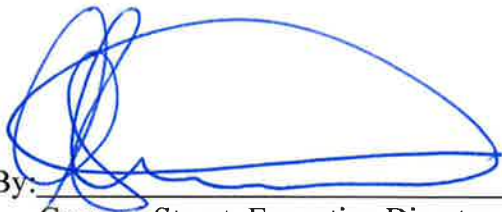
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**AGREEMENT BETWEEN THE BMPO AND HDR ENGINEERING, INC.
FOR Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and CONTRACTOR, signing by and through its Vice President attested to and duly authorized to execute same.

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: 
Gregory Stuart, Executive Director

By: 
Richard Blattner, Chair

This 10th day of September 2015.

This 10 day of Sept 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE BMPO ONLY:

By: 
Alan L. Gabriel, BMPO General Counsel
Weiss Serota Helfman Cole & Bierman, P.L.

**AGREEMENT BETWEEN THE BMPO AND HDR ENGINEERING, INC.
FOR Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2**

CONTRACTOR

WITNESSES:

HDR ENGINEERING, INC.

**a foreign corporation authorized to
do business in the State of Florida**

By: Darlene Wheatley
Print Name: DARLENE WHEATLEY

By: Christine Spf
Print Name: Vice President
Title: CHRISTINE KEPAVUEZ
Address: 615 E. ROBINSON ST
STE 400
ORLANDO, FL. 32801

By: Bonnie L. Leggett
Print Name: BONNIE L LEGGETT

This day 29 of July, 2015.

**AGREEMENT BETWEEN THE BMPO AND HDR ENGINEERING, INC.
FOR Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2**

EXHIBIT "A"

**LET'S TALK TRANSPORTATION PUBLIC OUTREACH:
SPEAK UP BROWARD - PHASE 2**

RFQ No. 15-02, DATED May 8, 2015

**A FULL COPY OF RFQ No. 15-02 IS AVAILABLE FOR REVIEW AND INSPECTION
UPON REQUEST AT THE BMPO OFFICES**

**AGREEMENT BETWEEN THE BMPO AND HDR ENGINEERING, INC.
FOR Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2**

**EXHIBIT "B"
SCOPE OF SERVICES**

**Let's Talk Transportation Public Outreach,
Speak Up Broward Phase 2**

Scope of Services

The proposed approach for Phase 2 of Speak Up Broward was divided into two main tasks, one for development of the Local Transportation Funding Plan that is anticipated to be completed by November 2016, and another for General MPO Awareness that is anticipated to last for the duration of the contract, a full 24 months. After discussion with the MPO, the timeframe for the Local Transportation Funding Plan Effort is being extended to cover the full 24 month period to better coincide with other MPO efforts (e.g., Transit Systems Plan and Complete Streets Master Plan) but will still allow for the flexibility to provide outreach and education should a referendum be scheduled for November 2016. The following is the detailed scope of services, including deliverables, assumptions regarding level of effort used to calculate the fee estimate, and revised schedules.

Task 1: Local Transportation Funding Plan Effort

Our goal with the Transportation Funding Plan portion of the project is to bring the leaders (both elected and not) together with a commitment to solving the local transportation funding problems. The MPO is the best agency to coordinate this effort given its relationships with the municipalities, Broward County, and other transportation partners, and its willingness to work with the private sector. The only way to move forward with a local funding plan is to have the leaders on board working for the same outcome. Our team has developed a strategy to address this issue, which includes the creation of both a Leadership Alliance and a Technical Leadership Group.

Based on our previous experience with similar efforts, if Broward County intends to hold a referendum for local transportation funding in November 2016, then all of the components need to be in place no later than early August 2016. The components include an approved transportation plan identifying the projects that will be constructed with the new funding, the referendum language, measures to address accountability, and financial distribution agreements, if any, with entities that will receive a portion of the funds. We understand that our efforts under this contract are strictly to provide education that lead to the creation of the best package of improvements and funding that is saleable to a larger audience, as opposed to the limited appeal of a plan that only focuses on one aspect of the transportation system.

Recognizing that the MPO's intent is to develop a Local Transportation Funding Plan regardless of the occurrence of a referendum in November 2016, the proposed schedule has been revised to reflect a full two-year effort. This revised schedule is shown in Figure 1. Certain tasks related to outreach and education are still shown in relation to a November 2016 referendum; however, if this does not occur then the timing of these tasks will be re-evaluated in consultation with the MPO.

The tasks described below are designed to assist the Broward MPO and its transportation implementation partners with the information necessary to achieve this effort.

Task 1.1 Leadership Alliance

This task assumes eight presentations/meetings with the MPO's Executive Committee throughout the contract period, depending upon the occurrence of a referendum in November 2016. If a referendum is scheduled, then the HDR team will present/meet with the MPO's Executive Committee only four times throughout the contract and the remaining four meetings in this task will be used for the Leadership Alliance as described below. If a referendum does not occur, then these eight meetings can be divided between the MPO's Executive Committee and the MPO Board, as deemed appropriate.

A Leadership Alliance comprised of a small group of elected officials who are supportive of a multimodal funding plan and who are willing to talk with other elected leaders in Broward to encourage this approach should be established. While it will be up to these initial members to decide if this is the right fit for them, we recommend that the Leadership Alliance be comprised of more than just elected officials. It should include leaders from all the different corners of Broward, including local business, non-profits (such as the League of Cities, United Way, and CareerSource Broward), and tourism. We further recommend that the group be convened by an individual that does not have jurisdictional interests or election concerns (it is our understanding that the business community has already identified an individual to lead the effort and this may be the most appropriate convener, should this group agree to be part of the MPO's Leadership Alliance). The primary purpose of this group is to endorse a local transportation funding plan that reflects the public's needs and addresses concerns regarding accountability.

At its first meeting the Leadership Alliance needs to agree on a process and rules of conduct. It is critical that this group speak as one to encourage support from other community leaders. The role of the HDR team is to provide support for this group and ensure they have sufficient information for making decisions. It is recommended that in addition to establishing rules and procedures, at the first meeting, a brief presentation about what was learned during Phase 1 be provided to this group so they begin with a clear understanding of the public's needs and desires. It may also be helpful to share lessons learned from other communities that have successfully passed local funding measures.

It is anticipated that the HDR team would support four meetings of this group, providing them with relevant information obtained from the other efforts undertaken as part of this program. At a minimum, these additional meetings would need to address the transportation plan, the funding/leveraging plan, and accountability. The table below identifies specific deliverables for this task.

Table 1: Deliverables for Task 1.1

Group	Description	Audience(s)	Notes
MPO Executive Committee (Total of 6 meetings)	Preparation for meeting	Elected officials	Brief PowerPoint (< 10 minutes) or one to two pages of materials
	Attendance at meeting		Includes representation from HDR and Whitehouse Group on a regular basis.
	Follow up from meeting		Includes preparation of meeting summary and any immediate follow up items that are not a significant effort, such as sending already prepared data and analysis to Committee members that request it.
Leadership Alliance (Total of 4 meetings possible)	Brief (2-3 pages or less than 10 minute presentation) overview of "What We Heard" from Phase 1	Elected officials, leaders, partners, and public	May need to have multiple versions to make it relevant to each audience
	Preparation of agendas, summaries and other relevant materials for each meeting	Leadership group only	Brief PowerPoint (< 10 minutes) or one to two pages of materials and includes preparation of meeting summary
	Meeting attendance	Leadership group only	Assumes regular representation from HDR, MRG, Whitehouse Group and Adams Consulting Group. Boothe Transit Consulting, High Street Consulting, and the Kenney Group are each assumed to attend two meetings of this group.
	Public notice of each meeting consistent with Florida in the Sunshine requirements	Public	Assumes preparation by MRG and review by Whitehouse and HDR.
MPO Board (Total of 4 meetings possible if Leadership Alliance is not formed)	Preparation for meeting	Public	Brief PowerPoint (< 10 minutes) or one to two pages of materials
	Attendance at meeting	Public	Includes representation from HDR and Whitehouse Group on a regular basis; Boothe Transit Consulting and High Street Consulting may attend one or more meetings if Leadership Alliance is not formed.
	Follow up from meeting	Elected officials	Includes any immediate follow up items that are not a significant effort, such as sending already prepared data and analysis to Board members that request it.

Task 1.2 Technical Leadership Group

To support the Leadership Alliance in their decisions, we recommend that a Technical Leadership Group be created that is comprised of appropriate high-level staff from the MPO and each of its transportation partners, namely Broward County, FDOT and the

SFRTA. This Group serves the dual purpose of providing review of technical issues related to the transportation funding plan and ensuring consistency in the messaging to staff at each of the partner agencies. As with the Leadership Alliance, this group should be made aware of the rules and procedures and while they may not technically “sign on” to the agreement, they should agree in principal to abide by them.

The number of meetings would mirror those established for the Leadership Alliance, with specific focus on the details of the transportation improvement plan and funding. Since the Transit Systems Plan calls for the creation of a Steering Committee that will consist of the same members anticipated for this effort, the Technical Leadership Group at the beginning of Phase 2 will consist of representatives from FDOT and Broward County who focus on roadway issues, such as traffic signalization. Once the Transit Systems Plan is underway, the Technical Leadership Group will merge with the Steering Committee from the Transit Systems Plan at appropriate times to discuss the local transportation improvement and funding plan.

It is assumed that the consultant selected for the Transit Systems Plan will take the lead in coordinating the Steering Committee meetings. The HDR team will coordinate the stand alone meetings of the Technical Leadership Group, and will provide support, primarily relevant meeting materials and representation for the expanded group once the Steering Committee for the Transit Systems Plan is initiated. Therefore, the HDR team is anticipated to provide full support for up to four meetings of the Technical Leadership Group and partial support for up to four combined Technical Leadership Group and Steering Committee meetings. The table below identifies specific deliverables for this task.

Table 2: Deliverables for Task 1.2

Group	Description	Audience(s)	Notes
Technical Leadership Group (Total of 4 meetings)	Preparation for meeting	Partners	Brief PowerPoint (< 10 minutes) or one to two pages of materials
	Attendance at meeting		Includes representation from HDR, MRG and Whitehouse Group on a regular basis.
	Follow up from meeting		Includes preparation of meeting summary and any immediate follow up items that are not a significant effort, such as sending already prepared data and analysis to Committee members that request it.
Combined TLG + Steering Committee (TSP) (Total of 4 meetings possible)	Brief (2-3 pages or less than 10 minute presentation) overview of "What We Heard" from Phase 1	Elected officials, leaders, partners, and public	May need to have multiple versions to make it relevant to each audience
	Preparation of relevant meeting materials	Partners	Effort is contribution to PowerPoint or hard copy materials that will be provided by TSP consultant
	Meeting attendance	Leadership group only	Assumes regular representation from HDR and Whitehouse Group. Additional participants may include Adams Consulting Group and High Street Consulting.

Task 1.3 Performance Measures & Messaging

The purpose of this task is to develop additional performance measures for the Local Transportation Plan that will help explain the benefits (monetary, quality of life, economic, etc.) of the plan to the public. The performance measures to be developed will not be duplicative of those being developed for other MPO projects and will be geared towards answering the most common questions raised during local funding campaigns. This information will be used as part of Speakers Bureau presentations, social media posts, and other outreach efforts.

Deliverables for this task include an initial set (up to 10) of measures and messaging for the plan and two additional sets as needed throughout the effort.

Task 1.4 Development of the Local Transportation Plan

This task consists of three sub tasks. One of these sub tasks is tied to the occurrence of a referendum in 2016 and if this does not happen, the effort associated with this sub task will be rolled into the other sub tasks.

1.4.1 Referendum-related Plan

Over the past year there have been several different efforts by private parties to establish a transportation plan that would serve as the basis for a local funding effort. While it will be up to the group promoting the referendum to decide on the ultimate plan to bring to the voters, the Broward MPO through the HDR team will provide assistance in the review of this plan for consistency with what was learned during Phase 1 of Speak Up Broward, as well as the overall soundness of the plan.

This effort includes one round of review and compilation of the HDR team's comments on the plan in a short (less than five typed pages) document. The goal of the Speak Up Broward team's effort is to provide a platform for discussing any plan that is put forward for a referendum.

1.4.2 Coordination of MPO Efforts to Create Local Transportation Plan

The MPO has several initiatives planned, including the Transit Systems Plan, the Complete Streets Master Plan, and Mobility Hubs Revisited, which will result in lists of projects and funding strategies. Since the majority of these efforts will occur during the same time frame as any possible referendum activities, it is unlikely that the projects identified through these efforts will be included in the referendum plan. Therefore, the efforts of this sub task are to take the projects resulting from these MPO efforts, along with any projects not included in a referendum plan from Commitment 2040, and develop a Local Transportation Plan that reflects the public's vision. If there is a referendum and it is not successful, then the projects from that referendum plan will also be included in the Local Transportation Plan.

This effort includes on-going coordination with the MPO's other projects, review of the draft and final planning products for each of these projects, reconciliation of the referendum plan with Commitment 2040 (if necessary), and the compilation of the Local Transportation Plan into a single document. For budget estimation purposes, hours were included for the review of each of the other MPO project's planning related deliverables, coordination with both MPO staff and other consultant teams (including the co-location of HDR's Project Manager in the MPO's office for two days each month over the two year contract period), and compilation of the Local Transportation Plan.

1.4.3 Local Transportation Plan Communication Strategies

Since it will be important to be able to convey the results of the Local Transportation Plan to the public in the context of "What is in it for me?" the HDR team will develop strategic talking points, infographics, and maps that effectively communicate the plan. Our suggestions are to focus on both modes of travel (cars, transit, and non-motorized) and geographic areas (either by MPO municipal district or municipal boundary). The costs associated with the plan will also be expressed in terms that are relevant to the average

person in Broward, such as “less than your monthly cable bill”. For budget estimation purposes, it is assumed that the following specific items will be developed:

- Infographics – Up to 10 to be used in fact sheet, social media, on the website, etc.
- Fact Sheet – One, single-sided, full color page with bulleted text and infographics
- Project Maps – A single map for the entire county, plus separate maps for each MPO municipal district, for a total of six maps.

The table below identifies specific deliverables for this task.

Table 3: Deliverables for Task 1.4

Sub Task	Description	Audience(s)	Notes
Referendum-related Plan	Plan Review Comments	Elected officials, leaders, and partners	Less than 5 typed pages of comments on the plan’s consistency with the public’s vision based on Speak Up Broward efforts
Coordination of MPO Efforts to Create a Local Transportation Plan	Local transportation plan	Elected officials, leaders, partners, and public	To provide transparency of the process, an overview of the plan that is accessible for the public will be developed as well as a full detailed report.
Local Transportation Plan Communication Strategies	“What’s in it for me?”	Public	Should be both short amounts of text and visuals, such as maps showing projects by different areas

Task 1.5 Development of Local Transportation Funding Plan

The Local Transportation Funding Plan will be developed based on existing documents such as “Funding the Future We Want” and Commitment 2040, as well as upcoming efforts (Transit Systems Plan, Complete Streets Master Plan, etc.). The Local Transportation Funding Plan will align funding and revenue with the projects included in the Local Transportation Plan developed under Task 1.4. The HDR Team also will work with the MPO to ensure that its upcoming reports and plans are coordinated with Speak Up Broward initiatives.

As appropriate, the funding plan will incorporate an assessment of potential opportunities for leveraging such as the Transportation Infrastructure Finance and Investment Act (TIFIA). Common characteristics of local revenue and funding mechanisms that can be leveraged include stability in revenue amount year over year and broadness of the tax or fee base over a wide range of beneficiaries of the core transportation system.

The effort includes the development of a draft Local Transportation Funding Plan that will be reviewed by the MPO staff, updated and presented to the Technical Leadership Group

and the MPO leadership (either the Executive Committee or the full Board, or both, as appropriate). Based on comments received, the plan will be finalized and integrated with the Local Transportation Plan.

The deliverables for this task are the draft and final Local Transportation Funding Plan.

Task 1.6 Development of Public Private Partnership (P3) Guiding Principles

The State of Florida is no stranger to P3s and has many toll road and P3 projects throughout the State (I-595 Reversible Lanes, PortMiami Tunnel, and most recently the I-4 Ultimate build-out projects for example). While projects other than toll roads can be delivered via P3, one key to a successful P3 is a clearly defined revenue stream such as tolls or availability payments. Put very simply, a P3 is a contractual arrangement between a public agency and a private sector entity, resulting in a shared investment in the capital and operation and maintenance of a transportation facility. Through this agreement, the skills and assets of each sector are shared in delivering a service or facility for the use of the general public. In addition to the sharing of resources, each party shares in the risks and rewards potential in the delivery of the service and/or facility.

P3s come in a variety of forms and no two P3 projects are exactly alike. They can range from a contract with a private partner to operate and maintain with ownership maintained by the public to more elaborate agreements with more resource and risk sharing such as design-build, design-build-operate-maintain, and design-build-finance- operate-maintain. In certain circumstances, the combined capital and intellectual resources of the public and private sectors can result in better, more efficient delivery of projects and services.

To be successful, P3s should be considered within a framework of guiding principles and a full understanding of the keys to success and appropriate risk sharing between the private and public sector. The HDR Team will work with the MPO and its stakeholders to provide fact sheets and guiding principles for consideration of P3s. The table below identifies specific deliverables for this task.

Table 4: Deliverables for Task 1.6

Description	Audience(s)	Notes
P3 Guiding Principles	Elected officials, leaders, and partners	Due to the technical details that may be present in these documents, they are not recommended for broad distribution to the public; however should be provided if requested.
P3 Fact Sheet	Public	One-page information about what P3s are and how they benefit the public by providing new facilities and services in a shorter time than traditional approaches.

1.7 Outreach and Education Strategies for the Local Transportation Funding Plan

Our team has identified a number of strategies to be used throughout the development of the Local Transportation Funding Plan to keep the public engaged and informed about both the MPO and its partner agencies' efforts. As appropriate, we will utilize the resources available through the Transportation Planner Outreach tool and the guiding principles of Environmental Justice to ensure broad distribution of or representation during these activities.

These strategies and their specific deliverables include:

1.7.1 Correspondence Campaigns

This general term refers to two specific activities that will be encouraged by the HDR team: letters to the local newspaper editor and letters/emails to elected officials. One criticism that was heard throughout the first phase of Speak Up Broward was the lack of a call to action following most of the presentations. As a means to partially address this issue, our team recommends that at each event the names, addresses and emails for contacting the local newspaper editors and elected officials be provided on a single card. Since providing draft letters would cross the line into lobbying activities, the HDR team will not be directly involved in any such efforts. Two specific issues that could use this approach at the beginning of the effort include the County's traffic signal synchronization needs and the public vision for transportation funding.

Deliverable: Card that includes names addresses and emails for local newspaper editors and elected officials. Audience is the public.

1.7.2 eTownHall Events

One of the more successful tactics from Phase 1, our team is recommending that the eTownHall events be continued and enhanced. Our scope includes four (4) of these events; all multimedia (televised, web-based, and telephone). As an enhancement to the previous round of eTownHall events, we propose that the first 10-15 minutes of each show include pre-programmed content. We recommend that local personality Jade Alexander be re-engaged as the moderator for these events to provide consistency with the events from Phase 1.

The recommended timing of these events is one per week during the month of October 2016 for the purpose of describing the elements of the transportation funding plan and providing an opportunity for the public to ask questions of their elected officials and leaders about the plan. If a referendum is not held in November 2016, then the recommended timing for these events is to tie them to the final steps of the creation of the Local Transportation Plan. The specifics of this programmed content are better determined closer to the time of the events to provide a response to the needs at that time; however, as a starting point, suggested topics include an overview of the

transportation plan's projects, why additional funding is needed, how the funding will be collected and managed (accountability), and how additional investment in transportation will benefit the community, both as individuals and a whole. Panelists for these events should include elected representatives from the County and cities, non-elected community leaders and technical experts. The table below shows an example of how these topics and panelists might be structured.

Week	Topic	Panelists
1	Why do we need more money for transportation?	Technical experts & Elected leaders
2	What will this money buy us? (project-specific)	All possibilities
3	What is in this for me? (benefit specific)	Non-elected leaders
4	Who is responsible for ensuring I get my money's worth?	Elected leaders

Efforts associated with this task include:

- development of a list of panelists,
- refinement of the program topics,
- preparation for each event that includes preparation of the moderator's script, compilation of appropriate graphics or video clips, and Cover It Live (allows live chat during events via Internet in addition to social media) setup,
- coordination with the panelists, moderator, telephone vendor, and TV studio prior to each event,
- preparation of back up questions for the panelists,
- set up and participation during each of the events, and
- a list of the unanswered questions from each eTownHall event (both phone calls and internet-based questions) will be provided to the MPO so that their staff can develop responses.

Deliverables associated with this effort are shown in the table below.

Table 5: Deliverables for Task 1.7.2

Description	Audience(s)	Notes
Scripts & Back up Questions per Event	Moderator and panelists	
Potential Panelists List	MPO Staff	
List of unanswered questions	MPO Staff	
Mash up videos	Public	Shared through website and social media

1.7.3 Partnerships

Another success story from Phase 1 was the Program for Empowering People that provided grants to six organizations that helped to spread the word about the MPO and its efforts. For this phase, we recommend continuing this strategy with a revised name (perhaps Community Engagement Grants) and a more focused approach.

For Phase 2, we recommend that a total of nine grants be offered. The goal would be for each recipient to take the transportation plan information and benefits for their area and develop an approach for sharing this with their constituents in a manner that is most appropriate (e.g. small group meetings, creation of a video or other similar media, outreach to local religious institutions). The expectations and specific deliverables for this phase of grants will be clearly defined during the application and selection process.

Efforts for this task include:

- Revisions to the Phase 1 mini grant application package;
- Notifications of the new grant process and selection results via press releases, e-blasts, personal contact, and coordination with community-based newspapers;
- Revisions to the evaluation framework from Phase 1;
- Creation of grantee agreements (no more than 3-5 pages to notify grantees of their award and reiterate the requirements);
- Coordination with grant recipients as necessary; and
- Preparation of a final summary report and presentation.

The table below identifies specific deliverables for this task.

Table 6: Deliverables for Task 1.7.3

Description	Audience(s)	Notes
Application package	Potential grantees	Should be made available to public through MPO website
Advertisements/Invitations to Bid	Potential grantees and public	Should be made available to public through MPO website
Application evaluation framework and results	MPO staff	Should be made available to public if requested
Grantee agreements	Awarded grantees	This would clearly identify the deliverables proposed by the grantee as part of their application. This information should be made available to public if requested.
Final summary	MPO staff and elected officials	Summarizes outcomes of program and will be provided in both report and presentation formats. The presentation should be made available to the public on the website.

1.7.4 Videos

This includes two types of videos for Phase 2. One would be a short educational video (less than three minutes in length) that will be shared with the public via Social Media, the Speakers Bureau, eTownHall events, the MPO website, and perhaps even through Partnerships. The purpose of this short educational video is to further educate and promote the need for multimodal transportation systems and potential funding options. It will include a script and illustrations that coincide to tell the story in a meaningful way that will resonate with all audiences. The format of this video will be similar to the one prepared for the Iowa DOT (to view this video, click [here](#)) related to transportation capacity. Picking up where Phase 1 left off, we plan to prepare a video that simply describes the status of transportation funding and why additional sources are necessary. The technical information for this video will be derived primarily from reports prepared for Phase 1, including "Funding the Future We Want", MetroQuest support materials, and Speakers Bureau presentations.

A second type of video would be similar to the "person on the street" video prepared for Phase 1, where we would take videos of willing (and release-form signing) individuals as they respond to specific questions posed to them. The plan is to use this "person on the street" video to allow members of the public to ask questions for the eTownHall events. Other content will also be captured as appropriate so that in addition to a mash up video from the eTownHall events, we can share an additional video of people talking about transportation. As with Phase 1, a mash up of the different video clips would be created for display on the website and social media.

The deliverables for this task are two separate videos: one animated and one "person on the street" that will be divided into two separate mash ups.

1.7.5 Social Media

Phase 1 established the MPO's presence on social media, especially Facebook. We understand that our contract does not include the level of effort for social media as provided during Phase 1. Instead, we will provide infographics and factoids to the MPO staff to ensure Speak Up Broward related content is distributed through the agency's accounts. We plan to use social media as more than an information sharing tool during this phase. We propose to include short surveys (1-2 questions) in posts and to encourage our followers to use other apps, such as "Meet Up" (see description in Speakers Bureau section) to host their own Speak Up Broward events:

The deliverables for this task are up to 26 infographics and 52 factoids for inclusion in social media posts. Audience is the public.

1.7.6 Speakers Bureau

The Speakers Bureau is a group of volunteers that provide project-related presentations to different audiences throughout a specified period of time. This is a continuation of efforts started in Phase 1, which ended up with a list of over 50 volunteers; however not all of these were actively involved. For Phase 2 we want to re-engage the most active volunteers from Phase 1 and recruit some new ones that can help spread the word to different members of the community. Further, we plan to incorporate interactive technology, such as “Poll Everywhere”, that will allow the speakers to instantly poll and show the group their responses to questions posed as part of the presentations. This will make the events more interesting and foster better discussion.

During Phase 1 there was also an attempt to engage the cities through the Speakers Bureau. There was great traction with the City of Pompano Beach and we recommend that similar efforts be made during Phase 2. Specifically, at the beginning of the contract, we will reach out to each of the cities to see if they are willing to have volunteers present to their board/council meetings and work with their public information offices to have Speak Up Broward information shared through their networks and publications. It is recommended that members of the Speakers Bureau be used to provide these presentations for the cities; however the HDR team will provide any necessary collateral for distribution.

One of the challenges during Phase 1 was the lack of a call to action and many of the volunteers wondered why they were out making these presentations. By including this tactic in the transportation funding plan effort, it can be focused on educating others about the need for additional funding (specific call to action here is to spread the word to their friends/families/colleagues and to write letters/emails to elected officials to let them know they support a holistic investment plan), the elements of proposed funding plans (specific calls to action are to spread the word and share opinions of plan), and how it will affect everyday life for the audience (specific calls to action are to spread the word and help with formulating messages). Having a more focused effort will help keep the volunteers motivated.

Two ideas to expand the use of the Speakers Bureau is to use “Meet Up” to establish forums throughout Broward for discussing transportation and posting presentation materials (for each topic) on the website as an online meeting that allows people to view the information and provide comments at a time and location that is convenient for them.

- A “Meet Up” event is organized for people that have a common interest. The organizer selects a location, time and event format. The invitation/event is placed on the “Meet Up” board and only those interested in the subject will respond. “Meet Up” events provide an opportunity to reach out to engage the public specifically interested in the topic of transportation. This will attract all demographics in specific areas of the county. We believe “Meet Up” events will be particularly effective targeting interest groups in the

western, northern and south western Broward communities (Davie, Western Pembroke Pines, Miramar, and Parkland). The events would provide an opportunity to have local discussions about the transportation needs and plans of an area and to educate the interest groups about the transportation plan. The “Meet Up” events are announced electronically and this would also leverage the use of social media to educate and engage the public on all Speak Up Broward transportation initiatives. The HDR team would be responsible for all the logistics: site selection, date, location, time, and event format.

- An online meeting offers an opportunity for people who cannot attend specific events to view and provide comment on the topics from the comfort of their home, office, or wherever they can access the internet. Similar to the online meetings HDR created for the Iowa Department of Transportation’s Chicago to Council Bluffs-Omaha Regional Passenger Rail Systems Planning Study (click: <http://chicagotoomaha.com>), we can create online meetings that include video, audio and presentation materials from each of the Speakers Bureau’s topics. Ideally, one of the volunteers would agree to have their presentation recorded for inclusion on the website, but a member of the HDR team who is an effective presenter could also offer this service. It is anticipated that there would be four online meetings.

To get the Speakers Bureau moving right away, our team will develop a presentation focused on why we need additional funding based on the last presentation developed during Phase 1 and including information from the “Cost of Doing Nothing More” fact sheets. As with Phase 1, we will provide all volunteers with a toolbox to ensure our message at each presentation is consistent. This toolbox will include the presentation, key messages for the presenter, and all appropriate collateral materials, including sign in sheets and comment cards.

For budget purposes, it is assumed that the HDR team will provide 4 volunteer training sessions and support for up to 75 events. The table below identifies specific deliverables for this task.

Table 7: Deliverables for Task 1.7.6

Description	Audience(s)	Notes
Presentations	Public	Should be short presentations with no more than 5-10 slides.
Speaker Toolbox	Volunteers	Will include talking points, collateral materials, sign in sheets and comment cards.
Event summaries	Public	

1.7.7 Special Events

This general term is used for activities such as hosting a table at a local community event or otherwise engaging with the community outside of a formal meeting. These events are most useful for conducting short surveys and distributing information about the program and potential upcoming events. We need to go where the people are! As part of our efforts, we will also encourage others to host special events for Speak Up Broward, such as Code Fort Lauderdale, student groups from FIU, FAU, Broward College, and Nova University, and allied professional organizations (e.g. American Planning Association, Institute of Transportation Engineers, WTS, and the Construction Association of South Florida).

To make the best use of the high point in community festivals, the first round of these events will occur between January and April of 2016. During these events, we will survey people about their willingness to pay more for transportation improvements and provide information about other MPO efforts that are underway. A second round of events is recommended and the scheduling of these will depend upon the advancement of a referendum in November 2016. If a referendum is scheduled then the second round of events should occur in late summer and fall of 2016. These events will focus more on going to places where large groups already congregate like malls, sporting events, and local university campuses to share additional information about the MPO's efforts. If a referendum is not scheduled for November 2016, then the second round of outreach should mirror the first effort and be scheduled for the high season of community festivals in 2017.

Deliverables for this effort include handouts, giveaways, short surveys (to be administered via tablets and personal smart phones), and meeting summaries. HDR team participation in up to 30 events is included in the fee estimate. Audience is the public.

1.7.8 Strategic Action Group

This is the Partners Group from Phase 1 reimagined and rebuilt. This group will include supporters of multimodal transportation solutions who represent large constituencies with whom they can share the Speak Up Broward message, such as the Sierra Club, the Greater Fort Lauderdale Alliance, student groups, and religious institutions. Unlike the Partners Group from Phase 1, the Strategic Action Group will not include transportation partners or elected officials. This approach will allow the Speak Up Broward team to keep the focus of this group on spreading the message as opposed to reviewing details. We will only call this group together or reach out to them when we have a specific action that requires their effort. The Strategic Action Group will be used to distribute educational materials about the plan, promote participation in surveys and eTownHall events, and, if willing, encourage people to correspond with their elected officials by providing sample language. For estimation purposes, we assume that there will be four meetings of this

group with the HDR team. These may not be formal meetings but rather representatives of the HDR team coordinating with leadership of the group members for the purpose of sharing information and materials.

Deliverables for this effort include handouts, giveaways, and short surveys (to be administered via tablets and personal smart phones). Audience is the public.

1.7.9 Surveys/Polling

While the results of Phase 1 indirectly addressed the issue of the public's transportation vision, our team believes it is critical to further explore this issue through a variety of surveys and polls. There are two types of surveys and polls: statistically valid and not statistically valid, referred to as self-selecting. Self-selecting surveys or polls include short questionnaires provided via text messages, social media, websites, or even hard copies. Statistically valid surveys or polls are conducted in accordance with social research standards, which include identification of a valid sample size, acceptable confidence level, and a participant selection methodology that avoids multiple responses from the same individual.

What would be different about these efforts as compared to Phase 1 is that the questions would be more direct. For example, instead of asking if somebody supports additional local funding for transportation, we would ask "Would you be willing to pay an additional \$50 per year to continue funding current bus services?" "Would you be more or less willing to pay this additional fee if it included improvements to: traffic signals, expanded bus service hours, more frequent bus service, new transit services, etc.?"

Another outcome of Phase 1 was the realization that many of our elected officials do not trust the results of statistically valid surveys. It was clear that they did not feel that a survey of 500 residents adequately represented the view of the over 1.3 million residents in our county. To address this concern, we propose doing both a statistically valid survey supported by self-selecting surveys. These self-selecting surveys would be accessible through the website, polls during Speakers Bureau meetings, and social media.

The non-statistically valid surveys will be managed through the use of "mySidewalk". mySidewalk is an online community engagement tool that allows for citizens and constituents to provide feedback on topics when it's convenient for them and that pushes content out through existing websites and social media accounts. The tool creates a place for community members to comment on plans, share ideas, and ultimately take action on those ideas. Equally important, community leaders gain incredible insight and understanding through a Data Dashboard that can report out on the demographics of those participating in the discussion.

These efforts would be designed to inform the Leadership Alliance about the public's interests and not to assess the likelihood of the success or failure of any specific referendum package. These latter efforts, if undertaken, will need to be directed and

financed by the campaign group(s) established in support of or in opposition to the referendum.

For fee purposes, the task includes effort for one statistically valid poll and 24 short surveys plus results. The table below identifies specific deliverables for this task.

Table 8: Deliverables for Task 1.7.9

Description	Audience(s)	Notes
Statistically valid poll instrument, if appropriate	Public	Not designed for public dissemination on website or social media
Statistically valid sampling plan, if appropriate	MPO staff	Not recommended for public distribution unless specifically requested
Statistically valid survey results, if appropriate	Elected officials, partners and public	May require a different version for the public to make it reader-friendly
Non-statistically valid survey questions	Public	Will be administered through the website, social media, and smart phones
Non-statistically valid survey results	Elected officials, partners and public	May require a different version for the public to make it reader-friendly

1.7.10 Town Hall Meetings

Although the approach of Phase 1 was to not convene specific meetings for the purpose of spreading Speak Up Broward materials, it may be beneficial to consider working with representatives from each MPO municipal district to host an in-person Town Hall meeting in their district. The topics covered during these meetings could focus on transportation needs, available funding and planned improvements. It would be ideal to include a panel of technical experts, community leaders, and business owners to address questions from the audience. It is recommended that these meetings be digitally recorded so that they can be shared via social media and perhaps other media outlets to maximize their potential. To keep the audience size manageable, the Commissioner’s office could send invitations. It is anticipated that the HDR team would provide materials and help to coordinate additional panelists, while the Commissioner’s office would identify date, time, location, and audience participants.

Deliverables for this effort include handouts, giveaways, and short surveys (to be administered via tablets and personal smart phones), and meeting summaries. Audience is the public. Participation by the HDR team in nine such events is included in the fee estimate.

1.7.11 Employer Focused Activities

The business community and specifically the largest employers in our area, such as American Express, Spirit Airlines, and Nova Southeastern University, can be very

effective partners in sharing information and building support for effective transportation planning. As an employer, mobility is critical not just for your employees but also your customers. Access to transit or multimodal systems allows employers to not only attract employees but also retain them, which of course is just good business. Once the transportation funding plan is developed, Speak Up Broward should reach out (through the Alliance, Commuter Services, and Chambers of Commerce) to the 25-50 largest non-governmental businesses in Broward or the region to explain how the proposed plan benefits their bottom line and their employees. These are also potential Speakers Bureau events, as well as small group meetings for the Speak Up Broward team. The actual engagement method will vary depending upon the employer but it could range from distributing collateral materials via email or in person to hosting a break session and having a member of the Speak Up Broward team provide a short presentation.

Deliverables for this effort include handouts, giveaways, short surveys (designed to be administered via tablets and personal smart phones), and meeting summaries. Audience is the public. Participation by the HDR team in 25 such events is included in the fee estimate.

1.7.12 Local Television and Radio Talk Shows

Planned throughout the development of the local transportation funding plan and up until the date of the election, the HDR team will coordinate with the local television and radio stations to air panel discussions regarding transportation. The panel could include representatives from the business community, elected officials, partner agency staff, and consultants.

There could be as many as two or three discussions including:

- Transportation funding is a local and national crisis...What can we do?
- Regional transportation concerns: Broward is in the middle of the region and what is it doing?
- A local transportation funding option: What's in it for me?

To broaden the efforts, special attention should be given to the Haitian, Spanish and other local TV and radio stations that have conversational forums about transportation in Broward. Some of these outlets air programs multiple times and have loyal followings. The programming for these outlets would be based on previously-recorded events or readily-available information already developed by the HDR team. Exceptions to this would be participation by the MPO staff or an appropriate Speakers Bureau volunteer on Commissioner Holness' radio (or other similar) program. Throughout the length of the contract, special effort should be made to build on the relationship with these media outlets by funneling information to them routinely. For budget purposes, it is assumed that the HDR team will coordinate up to 10 such events. The table below identifies specific deliverables for this task.

Table 9: Deliverables for Task 1.7.12

Description	Audience(s)	Notes
Talking points per event	Moderator and panelists	
Potential Panelists List	MPO Staff	
Mash up videos and audio files	Public	Shared through website and social media

Task 1.8 – Media Plan

As was done for Phase 1, a detailed media plan that identifies media outlets (print, television, radio and digital), recommended frequencies, and detailed costs will be developed to promote the eTownHall events during Phase 2. The primary goal of this effort will be to maximize cost and effectiveness as we seek to garner the best participation from all stakeholders. In addition, press releases and/or media advisories will be developed and distributed to coincide with each eTownHall meeting.

In addition, five additional press releases each year will be crafted and distributed on behalf of the MPO. This scope of work will include coordinating editorial board meetings with the major daily newspapers when appropriate. We recommend meeting twice with MPO executives (once for each year of the contract) to go over strategies.

The table below identifies specific deliverables for this task.

Table 10: Deliverables for Task 1.8

Description	Audience(s)	Notes
Media Plan including frequency, costs and exposures	MPO Staff	
Collateral materials	Public	Will be distributed through media outlets
Media Plan Results report	MPO Staff and Elected officials	Should be made available to the public if requested
Press releases	Public	Includes two releases related to eTownHall events and 10 releases for other MPO activities

Task 2: MPO Awareness Effort

The purpose of this portion of the project is to address increasing the public’s awareness of the MPO and its programs. The specific timeline of tasks and deliverables for this effort is provided in Figure 2.

Task 2.1 - Website Redesign/Rebranding

To effectively coordinate the redesign of the MPO's website, we recommend that a website committee comprised of three to four MPO employees be created to work closely with our team to define the needs and desires for the new website. We propose to meet with this committee six times over the course of the website redesign as follows:

1. Kick-off Meeting – Review likes and dislikes of the current website, talk about what MPO would love, like or hate, which may include a review of other websites, and review process for completing website redesign.
2. Review of Site Map – Review of the site map prepared by our team to ensure we've included all of the necessary and desired pages. Determine content rewriting responsibilities.
3. Review of Concepts – Provide up to three design concepts to implement the agreed upon site map and review with the committee to focus in on one design concept.
4. Review of Content – Provide the revised content for the new site to the committee for their review and approval.
5. Site Testing – Once the site is established, but before it is available to the public, we will allow the committee one week to test it and then reconvene with them to hear their comments.
6. Floating Meeting – We have incorporated one additional meeting into our scope to cover any unforeseen complications that could arise.

In addition to the development of the new website design and content, this effort includes:

- one, four hour training;
- a printed training manual;
- an instructional video based on the training for the MPO staff;
- 12 months of site hosting to cover February 2016 through January 2017;
- 75 hours of additional training and support for the first year following the launch of the website; and
- 24 hours of site maintenance for the first year following the launch of the website.

Additional site hosting, maintenance, and support will be provided under a separate contract for years two through five following launch of the website.

The website platform will be either Joomla or Drupal (the latest version available at the time of site construction). Specific functionality for the site will include:

- an easily editable page layout so that the MPO staff can make updates and changes as needed,
- extensive search capabilities,
- ADA compliance,
- accessibility from mobile devices,
- compatibility with the latest browsers, Internet Explorer versions 7 and 8, and the touch screen capabilities of Microsoft Surface devices;
- front-end/inline editing capabilities;

- medium level content approval; and
- archiving.

Additional functionalities, such as content targeting (e.g. resident, government, and business) may be identified by the committee and can be considered provided they do not affect the overall fee. The overall fee is based upon the items listed above and the redesign and reconstruction of a 120 page website, including templates that will allow new pages to be added as needed. Efforts related to the rewriting of the content will be discussed with the committee and it is anticipated that the HDR team will provide support for only a portion of the existing 120 pages. This determination will be made once the revised site map is developed and there is a better understanding of the need for revised content.

Rewritten content will be provided to the MPO for review and the HDR team will make up to two revisions to its original content in response to the MPO’s comments. The MPO Project Manager will be responsible for coordinating with the committee members and other MPO staff regarding the review of website materials, both designs and content. With regard to the committee, the HDR team will participate in each meeting and will coordinate with the MPO Project Manager on the agenda and specific content to be addressed at each meeting.

The table below identifies specific deliverables for this task.

Table 11: Deliverables for Task 2.1

Description	Audience(s)	Notes
Site map	MPO Staff	
Design concepts	MPO Staff	
Draft and final website content	MPO Staff	Should be geared towards the specific audiences of the website
Webpage template	Consultants working on other MPO projects	There would be flexibility to accommodate a specific project’s need but these would ensure the overall page design is consistent with the rest of the MPO’s website.
Training materials	MPO staff	

Task 2.2 – MPO Informational Materials

As a way to broaden the understanding about the MPO, we recommend that a one page pamphlet be developed that answers the following questions about the MPO.

- What is an MPO?
- Why is it important to me? (This would include a list of the MPO’s accomplishments.)
- Why should I get involved?
- How do I get involved?

For brevity on the schedule, we refer to this as the “MPO At-A-Glance” but we will work with you to develop a more appropriate and engaging title. Some of the information for these materials will be taken from the video recently developed and currently available on the MPO’s website. For budget estimation purposes, it is assumed that draft versions of each document (public and elected official) will be developed and then final documents produced following one round of review by the MPO staff.

The deliverables for this task include two different versions of the MPO Informational materials, one for elected officials and another for the public.

Task 2.3 – MPO Messaging and Branding

As part of the rebranding and redesign being done for the website, we recommend that the MPO develop a messaging and branding guide for printed materials. This guide will cover all aspects of branding from logo colors and placement to guiding principles for public documents. To create this guide, we recommend that a Branding Committee be formed, which may or may not consist of the same members as the Website Committee. Specific steps for completing this effort include:

1. Kick-off Meeting/Review of Standard Brand Guide Content
2. Review of Draft Guide Content
3. Review of Revised Content
4. Testing of Guideline Application

At the end of this, we will present the Branding Guide to the MPO staff so everybody understands when and how to apply it. While this guide is being developed, we will work closely with the consultants working on efforts such as the Complete Streets Master Plan, Mobility Hubs Revisited, SR 7 Congestion Management and Livability Study, and any other major efforts to ensure that there is consistency in the messaging and coordination with Speak Up Broward activities. For budget estimation purposes it is assumed that the style guide previously developed by Whitehouse Group for Commitment 2040 will be used as a starting point for the new branding guide. Many of the same concepts developed for the website will be reflected in this guide so it is anticipated that there will only be two meetings of the branding committee to refine the guide since the development of the brand guide content will be accomplished during the website committee meetings.

Deliverable for this effort is the Brand Guide. Audience is MPO staff and consultants.

Task 2.4 - Annual Report

Efforts related to the annual report consist of providing review and comment on the two versions to be developed by the MPO staff during the contract period. This review will be focused on ensuring consistency with the messaging and branding efforts of Speak Up Broward.

Speak Up Broward Phase 2 Fee Estimate by Task and Firm

Task	Firm										Totals by Task	
	HDR	MRG	GPR	ACS	WGS	BBC	Kenney	High Street	Hours	Labor + Directs + Vendors		
Task 1.1 Leadership Alliance	98	92	-	28	153	10	16	26	428	\$ 76,311.95		
Task 1.2 Technical Leadership Group	54	68	-	24	100	-	-	26	272	\$ 47,671.05		
Task 1.3 Performance Measures & Messaging	30	-	-	-	-	88	-	-	118	\$ 53,282.97		
Task 1.4 Local Transportation Plan	490	30	45	20	116	-	4	-	705	\$ 121,954.16		
Task 1.5 Development of Local Funding Plan	34	-	-	-	22	-	-	148	212	\$ 39,338.06		
Task 1.6 Development of PG Guiding Principles	44	-	-	-	-	-	-	68	112	\$ 25,261.96		
Task 1.7 Outreach & Education	939	895	395	1,827	-	-	94	-	3,355	\$ 597,644.01		
Task 1.8 Media Plan	20	16	500	14	-	-	-	-	550	\$ 179,576.13		
Subtotal Task 1 - Hours	1,709	1,105	941	1,113	396	106	114	268	5,752			
Subtotal Task 1 - Fees	\$ 293,846.81	\$ 55,219.45	\$ 90,775.00	\$ 105,955.00	\$ 50,330.43	\$ 35,650.00	\$ 34,200.00	\$ 47,280.00	\$ 518	\$ 1,141,050.29		
Task 2.1 Website Redesign/Rebranding	-	-	-	-	-	-	-	-	-	\$ 93,250.19		
Task 2.2 Social Media (Included under 2.1 above)	-	-	-	-	-	-	-	-	-	-		
Task 2.3 Surveys & Polls (Included under 2.1 above)	-	-	-	-	-	-	-	-	-	-		
Task 2.2 MPD Informational Materials	12	80	-	-	4	-	-	-	96	\$ 10,555.26		
Task 2.3 MPD Messaging and Branding	64	236	22	-	18	-	-	-	340	\$ 38,253.43		
Task 2.4 Annual Report	8	8	-	-	8	-	-	-	24	\$ 3,706.40		
Task 2.5 Evaluation Framework, Report Cards & Lessons Learned Report	80	52	16	33	-	-	-	-	181	\$ 22,108.06		
Subtotal Task 2 - Hours	202	556	208	33	30	-	-	-	1,159			
Subtotal Task 2 - Fees	\$ 31,921.99	\$ 51,648.95	\$ 36,830.00	\$ 3,675.00	\$ 5,368.05	\$ -	\$ -	\$ -	\$ -	\$ 167,833.34		
Project Management - Hours	227	-	-	-	-	-	-	-	227	\$ 41,066.37		
Project Management - Fees	\$ 39,591.27	-	-	-	-	-	-	-	-	\$ -		
TOTAL - HOURS	2,138	1,701	1,203	1,146	425	106	114	268	7,138			
TOTAL - DIRECT EXPENSES	\$ 13,612.68	\$ 9,000.00	\$ 217,000.00	\$ 9,500.00	\$ 5,000.00	\$ -	\$ 2,589.66	\$ 3,965.32	\$ -	\$ 1,350,000.00		
TOTAL - FEES	\$ 378,972.74	\$ 155,688.30	\$ 344,605.00	\$ 119,170.00	\$ 60,698.48	\$ 35,650.00	\$ 36,789.66	\$ 51,245.32	\$ -	\$ 1,350,000.00		
DBE Percentages:				8.8%						20.3%		
Total Fees (Prime & Subs)										\$ 1,203,000.00		

- Vendors:**
- Tele-Tour Hall \$37,000
 - Television station (assuming BECON TV) \$25,000
 - Daruma Tech (website developer) \$35,000
 - Partnerships \$45,000
 - eToWinHall Moderator \$5,000
- TOTAL CONTRACT FEE (Lump Sum)** \$ 1,350,000.00

HOURLY RATES BY CATEGORY

Category	Rate	Overhead	Margin	Directs		Cost	Units	Total
HDR								
Project Manager	\$ 65.40	157.75%	10.000%					
Project Principal	\$ 102.20	FCCM	0.155%					
Senior Advisor	\$ 113.20	Directs	10.57%					
Senior Public Outreach Specialist	\$ 77.20							
Senior Engineer	\$ 75.70							
Senior Financial Advisor	\$ 143.30							
Senior Transit Planner	\$ 94.00							
Urban Designer	\$ 78.90							
Planner	\$ 27.10							
Public Outreach Specialist	\$ 48.60							
Engineer	\$ 54.20							
Financial Advisor	\$ 97.10							
Transit Planner	\$ 38.50							
Graphic Artist	\$ 31.20							
Freight Planner	\$ 52.50							
Administrative Assistant	\$ 34.70							
MRG								
Public Involvement Manager	\$113.00	Margin	N/A					
Senior Public Involvement Officer	\$93.75	Directs	Mileage			\$0.575		
Public Involvement Officer	\$82.40		Digital Recording (9 Town Hall Meetings)			\$ 2,000.00		
Graphics	\$82.40		B/W 8.5x11 prints one sided			\$0.06		
Administrative PIO	\$56.65		B/W 8.5x14 prints one sided			\$0.07		
			B/W 11x17 prints			\$0.24		
			Color 8.5x11 prints one sided			\$0.45		
			Color 8.5x14 prints one sided			\$0.50		
			Color 11x17 prints			\$0.90		
			Postage			\$0.49		
GPR								
Partner	\$140.00	Margin	N/A					
Creative Director	\$125.00	Directs	Media placement & social media promotion			\$ 125,000.00		
Graphic Designer/Account Executive	\$65.00		Production			\$ 25,000.00		
			Photography			\$ 2,000.00		
			Street Teams/Special Events & Materials			\$ 40,000.00		
			Video			\$ 25,000.00		
Adams Consulting Group (ACG)								
Principal	\$175.00	Margin	N/A					
Senior Public Outreach Specialist	\$75.00	Directs	Mileage			\$0.575		
Public Outreach Specialist	\$50.00		B/W 8.5x11 prints one sided			\$0.06		
Administrative Assistant	\$45.00		Color 8.5x11 prints one sided			\$0.45		
			Color 11x17 prints			\$0.90		
			Postage			\$0.49		
Whitehouse Group								
Principal	\$ 84.09	Margin	105.55%					
Senior Planner	\$ 65.52	Directs	10.00%					
Associate Planner	\$ 27.87		Mileage			\$0.575 (IRS)		
Administrative	\$ 19.23		Meals			\$71.00 (GSA)		
			Lodging			\$142.22 (GSA)		
			Airfare			\$400.00		
Boothe Transit Consulting								
Principal	\$ 525.00	Margin	N/A					
		Directs	Included in rate structure.					
The Kenney Group								
Principal	\$ 300.00	Margin	N/A					
		Directs	Mileage			\$0.575 (IRS)		
			Meals			\$71.00 (GSA)		
			Lodging			\$142.22 (GSA)		
			Airfare			\$650.00		
High Street Consulting								
Principal	\$255.00	Margin	N/A					
Senior Financial Analyst	\$200.00	Directs	Airfare			\$ 500.00	4	\$ 2,000.00
Analyst	\$125.00		Hotel			\$ 142.22	6	\$ 853.32
			Ground Transport			\$ 65.00	4	\$ 260.00
			Meals			\$ 71.00	12	\$ 852.00

**AGREEMENT BETWEEN THE BMPO AND HDR ENGINEERING, INC.
FOR Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2**

EXHIBIT "C"

**FEDERAL TRANSIT ADMINISTRATION REQUIRED
CONTRACTUAL PROVISIONS**

The applicable provisions in this Section shall be set forth in any Contract resulting from this RFQ. By submitting an Offer, Offerors acknowledge and agree to comply with the applicable provisions in this Section in the event they are awarded the Contract.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.

In connection with the Project, the Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subcontractor, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subcontract, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Contractor, including any subcontractor, lessee, third party contractor, or other participant at any tier of the Project.

2. FEDERAL LAWS, REGULATIONS, AND DIRECTIVES.

The Contractor agrees that Federal laws and regulations control Project award and implementation. The Contractor also agrees that Federal directives, as defined in the Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Contractor understands and agrees that unless the Contractor requests FTA approval in writing, the Contractor may incur a violation of Federal laws or regulations, its Grant Agreement or Cooperative Agreement, or the Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Contractor understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Contractor on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal FTA laws, regulations, and directives may become effective after the date on which the Contractor executes this Agreement for the Project, and might apply to this Agreement. Contractor agrees that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Contractor signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Agreement. To accommodate changing Federal requirements, the Contractor agrees to include in each agreement with each subcontractor, each lease, each third party contract, and other similar document implementing the Project notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in this Agreement for the Project, and in the Master Agreement are minimum requirements, unless modified by FTA.

3. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Contractor's activities in connection with the Project. By executing Contract for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government or the BMPO in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

4. CIVIL RIGHTS.

The Contractor agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

B. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Contractor agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Contractors,” and any other applicable Federal directives that may be issued.

C. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the Contractor also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the Contractor agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246,

“Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

D. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Contractor agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Contractor agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. Part 26.

(2) The Contractor agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Contractor’s DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Contractor agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Contractor of the Contractor’s failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq., or both.

E. Nondiscrimination on the Basis of Sex. The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

F. Nondiscrimination on the Basis of Age. The Contractor agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

G. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

H. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

I. Access to Services for Persons with Limited English Proficiency. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Contractors' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

J. Environmental Justice. The Contractor agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

K. Other Nondiscrimination Laws. The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

5. FEDERAL STANDARDS.

The Contractor agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Contractor also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except to the extent FTA determines otherwise in writing. The Contractor agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Contractor understands and agrees that the FTA "Best Practices Procurement Manual" may omit certain Federal requirements applicable to specific third party contracts.

6. ACCESS TO THIRD PARTY CONTRACT RECORDS.

The Contractor agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Contractor further agrees to require, and assures that its subcontractors require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

7. RIGHT OF THE FEDERAL GOVERNMENT TO TERMINATE.

Upon written notice, the Contractor agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Contractor has violated the terms of the Grant Agreement or Contract for the Project including the Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Contractor understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Contract for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Contractor has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Contract for the Project including the Master Agreement, the Federal Government reserves the right to require

the Contractor to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

8. DEBARMENT AND SUSPENSION.

The Contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) ,"Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. To the extent required by these U.S. DOT regulations and U.S. OMB guidance, the Contractor agrees to review the "Excluded Parties Listing System" at <http://epls.gov/> and to include a similar term or condition in each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor, lessee, third party contractor, and other participant at a lower tier of the Project, will review the "Excluded Parties Listing System" at <http://epls.gov/>, and will include a similar term or condition in each of its lower tier covered transactions.

9. BUY AMERICA REQUIREMENTS

The Successful Proposer is hereby notified that this project is funded with federal funds from the FTA. Therefore, this project shall comply with the Buy America regulations published at 49 CFR Part 661. The Contractor shall comply with 49 U.S.C. §5323(j) and FTA regulations, "Buy America Requirements," 49 CFR Part 661, and any amendments thereto in performing the Services requested in this RFQ. If applicable, the Buy America certification forms shall be completed, signed, notarized and returned to the BMPO prior to Contract award.

10. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

A. Notification to FTA. The Contractor agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Contractor seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform FTA in writing before doing so. At a minimum, each notice to FTA under Section 56 of the Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Contractor operates its public transportation system or implements the Project.

B. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery, based on the percentage of the Federal share awarded for the Project, except that the Contractor may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

C. Enforcement. The Contractor agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

D. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

E. Alternative Dispute Resolution. FTA encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

11. LOBBYING RESTRICTIONS.

The Contractor agrees that:

- (1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Contract;
- (2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) It will comply, and will assure the compliance of each subcontractor, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

12. CLEAN AIR.

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

- (1) The Contractor agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying the approval of the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
- (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus

fleets. Accordingly, to the extent they apply to the Project, the Contractor agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Contractor agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

13. CLEAN WATER.

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

14. RIGHTS IN DATA AND COPYRIGHTS.

A. Definition. The term "subject data," as used in Section 18 of the Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Contract for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

B. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Contract for the Project:

(1) Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government and the BMPO, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Paragraph 18.b(1) of the Master Agreement, however, do not apply to a Grant Agreement or Contract with an institution of higher learning.

C. Federal Rights in Data and Copyrights. The Contractor agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or

otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in the Subsection 18.c of the Master Agreement. As used herein, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government’s license to:

(1) Any subject data developed under the Grant Agreement or Contract for the Project, or under a subcontract, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Contract for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Contractor, subcontractor, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA’s purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Contractor agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Contractor agrees to provide other reports pertaining to the Project that FTA may request. The Contractor agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition, except to the extent that FTA determines otherwise in writing, the Contractor of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of the Master Agreement, FTA may make available to any FTA Contractor, subcontractor, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA’s license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of the Master Agreement and shall be delivered as the Federal Government may direct. This does not apply to adaptations of automatic data processing equipment or programs for the Contractor’s use when the costs thereof are financed with Federal assistance through an FTA capital program.

E. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 et seq., which applies to patent rights developed under a research project.

F. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights,

copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

G. Restrictions on Access to Patent Rights. Nothing in Section 18 of the Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Funding or Support. In connection with the Project, the Contractor may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of the Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

I. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Contractor understands and agrees that the data and information it submits to the BMPO or Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

**AGREEMENT BETWEEN THE BMPO AND HDR ENGINEERING, INC.
FOR Let's Talk Transportation Public Outreach: SPEAK UP BROWARD - PHASE 2**

APPENDIX "A"

BMPO POLICY OF NON DISCRIMANTION

(AS REFERENCED IN PARAGRAPH 7.3 OF THE AGREEMENT)

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) , which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations,

orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.