



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONTRACT #22-C60

For

GENERAL PLANNING CONSULTING SERVICES

THIS CONTRACT (the "**Contract**") is made as of the 25th day of August 2022 (the "**Effective Date**") by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
d/b/a **LYNX**, a body politic and corporate, created by Part III, Chapter 343,
Florida Statutes ("**LYNX**"), having an address of 455 North Garland Avenue,
Suite 500, Orlando, Florida 32801;

and

WSP USA INC., a Foreign Profit Corporation (the "**CONSULTANT**"), having
an address of One Penn Plaza, 2nd Floor, New York, NY 10119, and having a
Federal Employer Identification Number of 11-1531569.

W I T N E S S E T H:

WHEREAS, LYNX was created by the above-stated charter to perform functions
necessary for the achievement of an integrated, efficient and well-balanced public
transportation system, and to take all steps and actions necessary or convenient for the
conduct of its business; and

WHEREAS, LYNX desires to obtain goods and/or services (collectively, the
"**Services**"), according to the requirements in **Request for Proposal (RFP) 22-R03**
General Planning Consulting Services (the "**Solicitation**") and as further described
herein; and

WHEREAS, the CONSULTANT has submitted a proposal or response in
connection with the Solicitation, which has been selected by LYNX (the "**Response**");
and

WHEREAS, the CONSULTANT represents and warrants to LYNX that it is qualified and duly licensed to furnish the Services in Florida and meet the obligations set forth in the Solicitation, the Response, and the documents detailing the scope of services attached hereto as **Exhibit "A"** (the "**Scope of Services**"), and as hereinafter stated; and

WHEREAS, the CONSULTANT warrants that the representations made by it in its Response to the Solicitation remain valid, accurate and binding upon it.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated herein by this reference.

2. **DEFINITIONS.** Terms not defined herein shall have the meanings as set forth in the Contract Documents in the order of precedence set forth in **Section 3 (CONTRACT DOCUMENTS)** hereof. Terms not defined in the Contract Documents shall have the meanings ascribed to such terms in applicable state, local or federal regulations, including but not limited to LYNX's Administrative Rules as the same may be amended and restated from time to time and which are available at www.golynx.com (the "**Administrative Rules**"). If there is a conflict between any defined terms, the reasonable interpretation of said term by LYNX shall govern.

3. **CONTRACT DOCUMENTS.** For the purposes of this Contract, the following documents are collectively referred to herein as the "**Contract Documents**":

- (a) This Contract together with all Exhibits hereto;
- (b) The General Provisions Document, as set forth in Exhibit E of the Solicitation (the "**General Provisions**");
- (c) The Solicitation; and
- (d) The Response.

The terms of the Contract Documents are incorporated herein by this reference. In the event of conflict between the terms of the Contract Documents, the order of precedence is as set forth above (thus, if there is a conflict between the terms of the Solicitation and the terms of the Response, the terms of the Solicitation shall govern). In addition, to the extent any of the terms of the Response conflict or in the reasonable opinion of LYNX are not relevant to the remaining Contract Documents, then, in that event, the provisions contained in the Response will not be applicable nor a part of the Contract Documents.

Contract Documents shall further include any later amendments or change orders.

4. **FURNISHING OF SERVICES.** In regard to the Services to be furnished by the CONSULTANT:

(a) **Furnishing of Services.** The CONSULTANT shall furnish to LYNX the Services in compliance with the Contract Documents.

5. **NOT TO EXCEED AMOUNT.** The CONSULTANT shall not provide Services of an amount that would be greater than **\$4,000,000** (the “**Not To Exceed Amount**”) in the aggregate and to be shared between the other general planning consultants, unless otherwise agreed to in writing by LYNX. The CONSULTANT shall also not be required to provide Services in excess of said amount, except as otherwise provided in the Contract Documents.

6. **TERM.**

(a) **Initial Term.** Subject to the further provisions set forth in this Section (TERM) and the termination rights set forth below, the initial term of this Contract shall be for a period of **Three (3)** years commencing on the Effective Date and ending August 24, 2025

(b) **Options.** LYNX shall have the option to extend this Contract for **Two (2)** renewal terms of **One (1)** year each under the terms and conditions set forth in the Contract Documents. Unless otherwise specified to the contrary in the Contract Documents, LYNX may exercise its option with respect to any particular option year by delivering written notice to the CONSULTANT of its intent to exercise the option.

7. **CONSIDERATION.**

(a) **Payment.** LYNX agrees to pay the CONSULTANT for the Services provided at the rates in the Schedule of Rates attached hereto as **Exhibit “B”**. If CONSULTANT is providing materials as part of the Scope of Work, materials shall be billed on the basis of established catalog or list prices in effect when the material is furnished. If approved by LYNX, reimbursement of material handling costs, which are indirect costs, include inspection, storage, etc. The material handling costs must be segregated in a separate indirect cost pool by the CONSULTANT’s accounting system and must not be included in the indirect costs included as part of the fixed hourly billing rate for direct labor.

(b) **Maximum Contract Amount.** In any event, the total amount to be paid by LYNX pursuant to this Contract for the Services shall not exceed the Not To Exceed Amount without the further written agreement of LYNX.

(c) **Procedure for Invoicing.** Invoicing for Services must be rendered in accordance with LYNX policies and procedures on a monthly basis, or as otherwise provided in the Contract Documents. The invoice must be sent to Central Florida Regional Transportation Authority, Accounts Payable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time. The

invoice must contain the following information: (i) invoice number; (ii) purchase order number; (iii) item description; (iv) quantity of item delivered; (v) unit price; (vi) extended price; (vii) contact person and phone number; and (viii) payment remit address.

(d) **Time of Payment by LYNX.** Subject to the terms and conditions provided herein, LYNX will pay undisputed invoices within thirty (30) days after receipt and approval by LYNX of the CONSULTANT's invoice.

(e) **Additional Information.** LYNX may request additional documentation from the CONSULTANT prior to payment of any invoice or bill from the CONSULTANT. LYNX may disallow and deduct any cost for which proper documentation is not provided.

(f) **Receipt of Payment by CONSULTANT as Waiver Against LYNX.** The acceptance by the CONSULTANT, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of LYNX from any and all claims, demands, or causes of action whatsoever that the CONSULTANT, its successors, or assigns may have against LYNX or in connection with the Services performed hereunder, through the date that the Services are rendered and for which such payment is made.

(g) **Subcontractors.** In the event the CONSULTANT is utilizing any subcontractors for the furnishing of Services (which would only be as permitted in the Contract Documents), then, upon request by LYNX, the CONSULTANT shall further provide to LYNX copies of billings and other invoices which may be received from any such subcontractors and, in addition, the CONSULTANT will obtain releases from time to time in favor of LYNX from any subcontractor(s) for work so performed by that subcontractor. LYNX shall have the right from time to time to directly contact and discuss with the subcontractor any work performed by that subcontractor under the Contract Documents, but LYNX will not have any liability or obligation to said Subcontract to said subcontractor(s).

(h) **Withholding 5% in the Event of Default.** If the CONSULTANT defaults in the performance of any of its obligations under this Contract, LYNX may withhold five percent (5%) of any amounts then owed or that become owed to the CONSULTANT under this Contract (in addition to any retainage); **provided, however,** that this withholding option may only be exercised by LYNX after providing the CONSULTANT with ten (10) days written notice of the CONSULTANT's default and the CONSULTANT has failed to cure such default within said ten (10) days. Any amounts withheld hereunder will be paid by LYNX to the CONSULTANT within a reasonable time following

the date that the CONSULTANT's default has been cured. In the event that the CONSULTANT fails to cure its default prior to the termination or expiration of this Contract, LYNX shall not be obligated to pay the CONSULTANT the withheld amount and LYNX may keep said amount. The withholding option herein shall be in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law. The exercise by LYNX of its withholding option shall in no way constitute a waiver of LYNX's ability to seek or exercise any other damages or remedies available under this Contract, the other Contract Documents or otherwise available to it at law or in equity.

8. CONSULTANT'S OBLIGATIONS.

(a) **Furnishing of Materials and Labor.** The CONSULTANT shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents.

(b) **Standard of Care.** The CONSULTANT shall furnish, provide or fulfill its obligations under this Contract in a professional manner with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions as the locale of the project and at the time the services are performed. The duly authorized representatives of LYNX shall have, at all times, full opportunity to monitor the services performed under this Contract. The CONSULTANT's performance shall be considered acceptable when:

(i) The CONSULTANT's performance has been performed in accordance with the Contract as evidenced by inspection and approval by LYNX and, if applicable, all punchlist items have been properly corrected to LYNX's satisfaction; and

(ii) The CONSULTANT has delivered to LYNX the CONSULTANT's final affidavit in form acceptable to LYNX (which would incorporate a full and general release to LYNX), if any, as well as a final affidavit and release from any subcontractor; and

(iii) All the other duties and obligations to be performed by the CONSULTANT under the Contract Documents have been satisfactorily met or performed, including the delivery to LYNX of any materials or

documentation relating to the Services, including any warranty materials.

(c) **Compliance with Applicable Requirements.** The CONSULTANT shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents. The CONSULTANT in this regard understands that LYNX is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the CONSULTANT shall be subject to any applicable rules and regulations promulgated by the Federal Transit Administration (FTA) and/or the Florida Department of Transportation (FDOT).

(d) **Payment of Taxes and Fees.** The CONSULTANT shall pay license fees and all sales, consumer, use and other similar taxes relating to the Contract, and the matters to be performed thereunder. LYNX is exempt from payment of Florida sales and use taxes. LYNX will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with LYNX, nor is the CONSULTANT authorized to use LYNX's tax exemption number in securing such materials. LYNX reserves the right to "direct buy" any materials to be furnished by the CONSULTANT under the Contract Documents and, if LYNX so submits, then the parties will enter into an appropriate agreement reflecting said direct purchase, the effect of which will be for LYNX to directly purchase those materials, for the contract amount to be reduced by the amount of the purchase price paid by LYNX for said materials, for those materials to be physically acquired and/or delivered to the CONSULTANT, who will install them or deliver them as provided in the Contract Documents, with full warranties regarding those materials as if those materials were purchased from the CONSULTANT. Any bonds furnished by the CONSULTANT will apply to those materials.

(e) **FICA.** The CONSULTANT shall be responsible for payment of its employee(s)' Federal Insurance Contributions Act benefits with respect to this Contract.

(f) **Permits and Approvals.** Unless otherwise expressly set forth in the Contract Documents, the CONSULTANT shall be responsible to secure, at the CONSULTANT's expense, all necessary permits and approvals. The CONSULTANT shall promptly furnish copies of all such permits and approvals to LYNX as and when obtained.

(g) **Tests and Inspections.** The CONSULTANT shall be responsible to coordinate all tests and inspections necessary for the proper execution and timely completion of this Contract.

(h) **Indemnification.** The CONSULTANT understands that in performing the Services hereunder it will be responsible for the consequences of its own actions. Therefore, the CONSULTANT agrees that it will indemnify and hold harmless LYNX as well as LYNX's officers, directors, employees, agents and each of the heirs, executors, successors and assigns of each of the foregoing from, against and in respect of all liabilities, losses, costs, expenses, penalties, fines and judgments (at equity or at law) and damages whenever arising or accruing (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' fees and expenses) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor in the performance of the Services hereunder.

(i) **Insurance.** During the term of this Contract (as well as during all option terms), the CONSULTANT shall procure and maintain, at its sole expense, the following types of insurance protecting the interests of LYNX and the CONSULTANT with coverages and limits of liability not less than those specified below. All insurance coverage provided by the CONSULTANT shall be primary and non-contributory to any insurance or self-insurance program of LYNX that is applicable to the Work provided for in this contract. If any part of the work is sublet, the CONSULTANT shall require any and all subcontractors performing Work under the contract to carry insurance of the type and limits of liability as the CONSULTANT shall deem appropriate and adequate. The CONSULTANT shall obtain and furnish to LYNX certificates of insurance evidencing subcontractor's insurance coverage.:

(i) *Worker's Compensation Insurance:* Providing statutory benefits as provided under the Workers' Compensation Act of the State of Florida and/or any other state or Federal law or laws applicable to the CONSULTANT's employees performing Services under the Contract.

(ii) *Employers Liability Insurance:* With limits of liability not less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 policy limit for disease. This insurance must include a Waiver of Subrogation Endorsement, waiving the insurance carrier, CONSULTANT, or subcontractor's right of recovery under subrogation or otherwise from LYNX.

(iii) *Commercial General Liability*: In the following amounts: Bodily Injury and Property Damage \$1,000,000 each accident/\$2,000,000 each occurrence; \$2,000,000 products/completed operations aggregate. There shall not be any policy exclusions or limitations for the following coverages: Contractual Liability covering the CONSULTANT's obligations herein; Personal Injury - Medical Payments; Broad Form - Property Damage; Fire Damage; Legal Liability; Liability for Independent Contractors.

(iv) *Automobile Liability*: Insurance covering all owned or hired and non-owned vehicles used in the performance of the work under the Contract with combined single limits of liability not less than \$1,000,000 each accident and \$2,000,000 per occurrence.

(v) *Errors and Omissions (E&O), Technology/Cyber E&O, Technology Products E&O*: With minimum limits of \$5,000,000 and \$5,000,000 in the annual aggregate, inclusive of defense costs.

(vi) *Network Security/Privacy Liability*: Insurance coverage to include computer or network system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, unauthorized access or use of computer systems, privacy liability and breach of response. Coverage amount for the Network Security/Privacy Liability coverage with limits not less than \$5,000,000.

(vii) *Crime Insurance*: Insurance covering Third Party Crime/Employee Dishonesty with limits not less than \$1,000,000. This insurance shall name LYNX as a loss payee.

(viii) *Professional Liability Insurance*: Coverage shall apply to damages resulting from any claim arising out of or related to the performance of the professional services or any error or omission of the CONSULTANT arising out of the work governed by the Contract. Minimum limits shall be \$1,000,000 per claim and \$2,000,000 per occurrence. If the coverage is provided on a claims made basis, the CONSULTANT agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least three (3) years following the expiration of this contract.

Before commencing any work under the Contract, the CONSULTANT shall provide LYNX certificates of insurance satisfactory to LYNX from each insurance company evidencing the insurance as require above is in force, stating policy number(s), dates of expiration and limits of liability thereunder. All insurance, except the workers' compensation policy, shall be endorsed to name LYNX, its officers, directors, employees and assigns as an Additional Insured as respects operations for work performed by or on behalf of the CONSULTANT in performance of the Contract. All policies of insurance that are related in any way to the Work required by the Contract shall be endorsed to LYNX, waiving the insurance company's right of recovery against LYNX, whether by way of subrogation or otherwise. Commercial general liability and auto insurance policies shall provide (unless prohibited by applicable statute) that written notice of cancellation or modification shall be given to LYNX at least thirty (30) days prior to such cancellation or modification. All insurance should be provided by insurance companies licensed to do business in Florida with an A.M Best Rating of A-IX or better. To the extent that the Scope of Services or the Contract Documents require additional types of insurance, greater coverage amounts or additional requirements pertaining to insurance, the requirements contained in the Scope of Services or the Contract Documents shall supplement the requirements contained herein.

(j) **Environmental Principles.** To the extent practicable, the CONSULTANT shall assist LYNX in achieving the principles set forth in the LYNX Environmental Policy, a copy of which is available at <https://www.golynx.com/corporate-info/administrative-rules-policies.stml>.

(k) **Public Funding/Additional Terms or Conditions.** In the event that LYNX obtains funding, in whole or in part, from a public entity (e.g., Federal Transit Administration, Florida Department of Transportation, Department of Homeland Security, etc.) for the Services, there may be additional conditions imposed by said funding agency, including for example, a requirement that the CONSULTANT comply with any rules and regulations promulgated by that funding agency. LYNX has attempted to identify in the Solicitation and this Contract the source of funding available to LYNX as well as any requirements of any such funding agency, but, in any event, the CONSULTANT will be required to comply with any requirements imposed by the funding agency. The CONSULTANT specifically agrees to so comply with said requirements, without any adjustments or increase in the amount to be paid to the CONSULTANT, **provided, however,** if said requirement is not contained in the Solicitation or this Contract and said requirement is both material and would impose on the CONSULTANT a material burden, then the CONSULTANT would be entitled to submit to LYNX a change order for any additional cost of compliance by the CONSULTANT.

(l) **E-Verify.**

(i) *As a condition precedent to entering into this Contract*, and in compliance with Fla. Stat. 448.095, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all new employees hired by the CONSULTANT on or after January 1, 2021 and thereafter during the remaining term of the Contract, including its subcontractors. Any subcontract entered into by the CONSULTANT with any subcontractor performing work under this Contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT on or after January 1, 2021 and thereafter during the remaining term of the contract." The CONSULTANT covenants and agrees that if it is found in violation of this Section (E-Verify) or Executive Order 11-116, signed May 27, 2011, by the Governor of Florida such violation shall be grounds for termination of this Contract and, in addition to other remedies available to LYNX, CONSULTANT shall indemnify, defend and hold harmless LYNX from any fines or penalties levied by a government agency against LYNX, including the loss or repayment of grant funds by LYNX.

(ii) The CONSULTANT further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to LYNX or other authorized state entity consistent with the terms of the CONSULTANT's enrollment in the program. This includes maintaining a copy of proof of the CONSULTANT's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage) as well as copies of the subcontractor's affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of subcontractors affidavit as part of and pursuant to the records retention requirements of this Contract.

(iii) LYNX, CONSULTANT or any subcontractor who has a good faith belief that a person or

entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. CONSULTANT acknowledges that upon termination of this Contract by LYNX for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by LYNX as a result of termination of any contract for a violation of this section. CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(m) **Audits and Inspections.** In addition to any other audit or inspection rights contained in the Contract Documents, the CONSULTANT agrees to maintain books, records, documents, and other evidence directly pertinent to performance of the Services under the Contract in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submissions required for the Contract, or any change order or claim, and a copy of the cost summary submitted to LYNX. LYNX shall have access during normal business hours to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The rights granted LYNX under this provision shall remain in full force and effect for the longer of: (i) three (3) years after termination of the Contract for whatever reason, or (ii) the date on which all litigation, appeals, claims or exceptions related to any litigation or settlement of claims arising from the performance of the Contract are resolved or otherwise terminated.

9. **DATA SECURITY**

(a) **Privacy and Data Security.**

(i) CONSULTANT acknowledges and agrees that the LYNX is engaged in businesses that are subject to laws and/or industry standards regarding the protection of (i) data related to its operations; [and] (ii) personally identifiable information and related data; and (iii) credit card information and related data, as further defined pursuant to the Payment Card Industry Data Security

Standards ("PCI DSS", and together with personally identifiable information "Privacy Information").

(ii) CONSULTANT shall at all times remain in compliance with the PCI DSS requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, at CONSULTANT's sole cost and expense. CONSULTANT agrees and acknowledges that failure to protect Privacy Information pursuant to the terms and conditions hereof constitute a material breach of this Contract and in such event, LYNX may, without prejudice to any other remedies, terminate this Contract immediately without penalty.]

(iii) When receiving or having access to Privacy Information, CONSULTANT agrees to (i) collect, receive, transmit, store, dispose, use and disclose such Privacy Information in accordance with all privacy and data protection laws, as well as all other applicable regulations, (ii) keep and maintain such Privacy Information in strict confidence, using such degree of care as CONSULTANT manages its own privacy information and is appropriate to avoid unauthorized access, use or disclosure and (iii) use and disclose such Privacy Information solely and exclusively for the purposes for which the Privacy Information, or access to it, is provided pursuant to the terms and conditions of the CONSULTANT's Privacy Policy, which each end-user supplying Privacy Information must accept prior to providing such Privacy Information, provided that CONSULTANT's treatment, use, storage, and protection of all Privacy Information shall conform to all requirements of this Section (DATA SECURITY). CONSULTANT shall be responsible for, and remain liable to, LYNX for the actions and omissions of all employees, agents, CONSULTANTS or other representatives who are engaged by CONSULTANT concerning the treatment of Privacy Information as if they were CONSULTANT's own actions and omission.

(iv) CONSULTANT shall notify LYNX of any act or omission that compromises either the security, confidentiality or integrity of Privacy Information collected from end users in connection with this Contract or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT that relate to

the protection of the security, confidentiality or integrity of Privacy Information collected from end users in connection with this Contract, or (ii) receipt of a complaint in relation to the privacy practices of CONSULTANT or a breach or alleged breach of this Contract relating to such privacy practices no later than twenty-four (24) hours after CONSULTANT becomes aware of it. CONSULTANT shall cooperate with LYNX as reasonably requested to investigate such security breach, and CONSULTANT shall use best efforts to remedy any security breach as soon as commercially possible and prevent any further security breach at CONSULTANT's expense in accordance with applicable privacy rights, laws, regulations and standards.

(v) In the event of any unauthorized access to and acquisition of Privacy Information by a third party while in the possession of CONSULTANT or in transit to/from CONSULTANT, which materially compromised the security, confidentiality or integrity of such Privacy Information ("**Data Security Breach**"), CONSULTANT shall promptly investigate the cause of such Data Security Breach and shall at its sole expense take all reasonable steps to: (i) mitigate any harm caused to affected individuals; (ii) prevent any future reoccurrence; and (iii) comply at its sole expense with applicable data breach notification laws including the provision of credit monitoring and other fraud prevention measures. CONSULTANT shall further reimburse LYNX for the costs associated with providing two (2) years of credit monitoring and identity theft protection to any data subjects affected by a Data Security Breach.

(vi) CONSULTANT agrees that no LYNX data at any time will be processed on or transferred to any portable or laptop computing device or any storage medium, unless that device or storage medium is in use as part of the Receiving Party's designated backup and recovery process and encrypted as stated below.

(vii) CONSULTANT agrees that any and all electronic transmission or exchange of system and application data with LYNX and/or any other parties expressly designated by LYNX shall take place via secure means (using HTTPS or SFTP or equivalent).

(viii) CONSULTANT agrees to store all LYNX back up data as part of its designated backup and recovery

process in encrypted form, using commercially supported encryption solution. Receiving Party further agrees that any and all LYNX data defined as personally identifiable information under current legislation or regulations stored on any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

(b) **No Data Re-Use.**

(i) CONSULTANT agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of CONSULTANT.

(ii) CONSULTANT further agrees that no LYNX data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of LYNX.

(c) **End of Agreement Data Handling.** CONSULTANT agrees that upon termination of this Contract or termination of the pertinent records retention period, whichever is later, it shall return in a usable format, if requested, erase, destroy, and render unreadable all LYNX data according to LYNX standards and certify in writing that these actions have been completed at a mutually predetermined date.

(d) **Data Breach.** CONSULTANT agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of CONSULTANT's security obligations or other event requiring notification under applicable law ("**Notification Event**"), CONSULTANT agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend LYNX and its Board of Directors, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

10. NO DISCRIMINATION/DBE REQUIREMENTS.

(a) **No Discrimination.** Neither the CONSULTANT nor any of its subcontractors shall discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award

and administration of DOT-assisted contracts. Failure by the CONSULTANT 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 LYNX deems appropriate, which may include, but is not limited to:

- (i) Withholding monthly progress payments;
- (ii) Assessing sanctions;
- (iii) Liquidated damages; and/or
- (iv) Disqualifying the CONSULTANT from future bidding as non-responsible.

(b) **DBE Requirements.** In the event that a Disadvantaged Business Enterprise (“**DBE”**) goal has been established by the Solicitation, the CONSULTANT covenants and agrees to comply with the requirements set forth in **Exhibit “C”** attached hereto and incorporated herein by this reference (the “**DBE Addendum”**). In the event that the CONSULTANT is in breach of the DBE Addendum, in addition to any other damages and remedies available to LYNX in accordance with applicable law, the Contracting Officer (as hereinafter defined) may issue a termination for default proceeding pursuant to **Section 13** (TERMINATION) hereof.

11. PUBLIC RECORDS.

(i) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170, PUBLIC RECORDS@GOLYNX.COM OR PUBLIC RECORDS CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE, ORLANDO, FL 32801.**

(ii) The CONSULTANT understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the CONSULTANT will act on behalf of LYNX, as provided under section 119.011(2), Florida Statutes, the CONSULTANT, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(iii) Keep and maintain public records required by LYNX to perform the service.

(iv) Upon request from LYNX's custodian of public records, provide LYNX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(v) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to LYNX.

(vi) Upon completion of the Contract, transfer, at no cost, to LYNX all public records in possession of the CONSULTANT or keep and maintain public records required by LYNX to perform the Services. If the CONSULTANT transfers all public records to LYNX upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LYNX, upon request from LYNX's custodian of public records, in a format that is compatible with the information technology systems of LYNX.

(vii) If the CONSULTANT does not comply with the lawful requirements of a public records request LYNX shall enforce the contract provisions in accordance with the Agreement and applicable law.

12. LYNX PROPRIETARY INFORMATION. The CONSULTANT may, by virtue of this Contract, come into possession of certain non-publicly available information relating to LYNX, which information may or may not be proprietary to LYNX (the "**Information**"). In any event, the CONSULTANT agrees that any such Information is solely for the purpose of enabling the CONSULTANT to fulfill its duties and obligations under this Contract, and the CONSULTANT may not use any such Information for any other purpose whatsoever without the express, written permission of

LYNX. By way of illustration and not limitation, any such Information may not be used by the CONSULTANT in submitting a Request for Proposal for any other purpose, whether to LYNX or to any other third party. Upon the expiration or termination of the Contract, the CONSULTANT will return to LYNX any proprietary Information and will not, without LYNX's prior written approval, keep or maintain any copies or transcripts thereof. The CONSULTANT shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of any Information constituting a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigation a suspected violation of law; or (b) is made under a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should the CONSULTANT file a lawsuit against LYNX for retaliation for reporting a suspected violation of law, CONSULTANT may disclose the trade secret to the CONSULTANT's attorney and use the trade secret information in the court proceeding, if the CONSULTANT: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

13. **TERMINATION.**

(a) **Default by CONSULTANT.** LYNX may, in its sole and absolute discretion, by written notice of default to the CONSULTANT, terminate all or any part of this Contract if (i) the CONSULTANT fails to perform the Services described herein, within the time specified herein or any extension hereof; or (ii) if the CONSULTANT fails to satisfy any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as LYNX may in its sole discretion authorize in a writing signed by the LYNX Procurement/Contracts Manager) after receipt of notice from LYNX specifying such failure. In the event that LYNX elects to waive its remedies for any breach by the CONSULTANT of any covenant, term or condition of this Contract, such waiver by LYNX shall not limit LYNX's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(b) **Termination by LYNX for Convenience.** This Contract may be terminated by LYNX in its absolute discretion, in whole or in part, whenever LYNX shall determine that such termination is in its best interest. Any such termination shall be effective by delivery of a notice of termination by LYNX to the CONSULTANT, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The CONSULTANT shall be paid its costs, including contract closeout costs, and profit on Services performed by the CONSULTANT up to the effective date of Contract termination. The CONSULTANT shall promptly submit its claim for final

payment to LYNX. Settlement of claims by the CONSULTANT under this Subsection (Termination by LYNX for Convenience) shall be in accordance with the provisions set forth in Part 49 of Title 48 - Federal Acquisition Regulations (48 C.F.R. 49), except that wherever the word "Government" appears it shall be deleted and the word "LYNX" shall be substituted in lieu thereof.

(c) **Default by LYNX.** In the event LYNX is in default under this Contract, the CONSULTANT shall first provide written notice to LYNX of said condition alleged by the CONSULTANT to be a default, and LYNX shall have a reasonable period of time, not to exceed 60 days, within which to cure said default. During said period, the CONSULTANT shall continue to provide the services to LYNX. In the event LYNX continues to be in default under this Contract upon the expiration of the time period set forth above for curing its default, this Contract may be terminated by the CONSULTANT upon providing a notice of termination to LYNX.

(d) **Remedies for Default by CONSULTANT.** If this Contract is terminated by LYNX for default by the CONSULTANT, LYNX shall, except as otherwise expressly set forth in the Contract Documents, retain any and all remedies available for it against the CONSULTANT, including the withholding remedy set forth in **Section 7(h)** (Withholding 5% in the Event of Default), all of which remedies shall be cumulative. By way of illustration and not limitation, LYNX may proceed to obtain the remaining Services from another third party and thereby recover from the CONSULTANT any "excess costs" incurred by LYNX in so doing.

14. DISPUTE RESOLUTION. If there is any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "**Legal Dispute**"), the parties agree that if the Legal Dispute cannot be resolved informally by LYNX and the CONSULTANT, then the parties shall resolve such dispute in accordance with the following provisions:

(a) **Mediation.** The parties shall first attempt to resolve the Legal Dispute by mediation, which mediation shall follow the practices and procedures as set forth by the Circuit Court of Orange County Florida, and conducted by a Florida Supreme Court Certified Mediator. Any such mediation shall be held in Orange County, Florida.

(b) **Court of Law.** If the parties fail to resolve the Legal Dispute through mediation, then the Legal Dispute should be resolved in a court of law. Any action, suit or proceeding arising in conjunction with the Legal Dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

(c) **Arbitration.** In lieu of resolving a Legal Dispute in a court of law as described in **Subsection (b)** (Court of Law), the parties may choose to resolve the Legal Dispute by arbitration upon mutual agreement. If the parties agree to resolve the Legal Dispute by arbitration, such arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. Nothing in this **Subsection (c)** (Arbitration) is intended to require that the parties submit to arbitration (absent agreement) or to solicit an agreement prior to pursuing resolution in a court of law pursuant to **Subsection (b)** (Court of Law).

15. **NOTICES.** All notices shall be made to the addresses listed in the preamble to this Contract, unless otherwise provided below:

(a) The CONSULTANT's primary point of contact for daily operations of the Services pursuant to this Contract is: **Michelle Kendall; Michelle.Kendall@wsp.com; Telephone: 407-587-7806.**

(b) The CONSULTANT's primary point of contact for legal notice and authority to modify or act under this Contract is: **Michelle Kendall; Michelle.Kendall@wsp.com; Telephone: 407-587-7806.**

(c) The CONSULTANT may appoint other individuals upon written notice to, and approval by, LYNX. The CONSULTANT shall provide written notice to LYNX promptly with respect to any changes to the aforesaid contact information.

(d) As of the date hereof, LYNX designates **Myles O'Keefe** (the "**Project Manager**") with respect to the CONSULTANT's performance of this Contract, and who will also serve as the primary point of contact for operational issues. LYNX may change such designation upon written notice to the CONSULTANT.

(e) As of the date hereof, LYNX designates **Nathan Adams** (the "**Contracts Administrator**") as the primary point of contact for issues pertaining to contractual changes, modifications and overall CONSULTANT performance. LYNX may change such designation upon written notice to the CONSULTANT.

(f) The Project Manager, Contracts Administrator, and all other officers, employees, executives, agents and representatives of LYNX have only such authority to act on behalf of and bind LYNX to the extent granted to such individuals by the LYNX Governing Board, and no apparent authority of any such individuals shall be binding upon LYNX. No individual shall have the authority to act pursuant to this Contract or to modify or amend this Contract except in accordance with the LYNX

Administrative Rules and such other policies and procedures that may be adopted by LYNX pursuant thereto. No such action, modification or amendment shall be valid or binding upon LYNX, if the authorizing representative of LYNX has exceeded the authority actually granted to such individual by the LYNX Governing Board.

16. **MISCELLANEOUS.**

(a) **Governing Law.** The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law.

(b) **No Waiver of Sovereign Immunity.** The CONSULTANT is aware and understands that LYNX is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Under the principles of sovereign immunity, LYNX is not permitted to agree to indemnify another party to a contract or alter the state's waiver of sovereign immunity such that its liability for torts is extended beyond the limits established in Section 768.28, Florida Statutes. Nothing contained in this Contract or in any Contract Document shall be interpreted to constitute a waiver by LYNX of its sovereign immunity and, for the avoidance of doubt, no provision of the Contract Documents shall be interpreted to require that LYNX indemnify the CONSULTANT.

(c) **Attorneys' Fees.** Subject to the terms of **Subsection (b)** (No Waiver of Sovereign Immunity) above, if any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, claim, or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees (including paralegals' fees), court costs, expenses, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party or parties in prosecuting or defending such legal action or other proceeding.

(d) **Waiver Of Jury Trial.** EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO

WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

(e) **Assignment by CONSULTANT.** LYNX has selected the CONSULTANT to render the Services based in substantial part on the personal qualifications of the CONSULTANT; as such, the CONSULTANT may not assign or transfer any right or obligation of this Contract in whole or in part, without the prior written consent of LYNX, which consent may be granted or withheld in the sole discretion of LYNX. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the CONSULTANT, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Contract subject to the consent of LYNX. The CONSULTANT may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Contract without the prior written consent of LYNX shall be void, *ab initio*, and shall not release the CONSULTANT from any liability or obligation under the Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

(f) **Captions and Headings.** The captions and headings provided herein are for convenience of reference only and are not intended to be used in construing the terms and provisions hereof.

(g) **Number And Gender.** Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(h) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) **Survival.** Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

(j) **No Third-Party Beneficiary.** It is specifically agreed that this Contract is not intended by any of the provisions of any part of this

Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

17. **AMENDMENT OF CONTRACT.** This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The CONSULTANT specifically is aware and understands that any material or substantial change to this Contract may require approval of LYNX's Governing Board for any such change to be valid.

18. **ENTIRE CONTRACT.** This Contract, including the Contract Documents referenced above, together with any Exhibits or attachments hereto constitutes the entire agreement between the parties.

19. **LYNX APPROVAL.** This Contract shall be effective upon its approval by the LYNX Governing Board.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

“CONSULTANT”

“LYNX”

WSP USA INC.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Clifford, Robert
(cliffordrm)

Digitally signed by Clifford, Robert
(cliffordrm)
DN: cn=Clifford, Robert (cliffordrm),
ou=Active,
email=Bob.Clifford@wsp.com
Date: 2022.08.10 08:56:52 -04'00'

By: _____

Name: Robert Clifford
Title: FL. Transportation Lead

Date: _____

By: _____

Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: _____

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

IN WITNESS WHEREOF, the authorized signatories named below have executed this Contract on behalf of the parties as of the Effective Date.

“LYNX”


**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Name: Tiffany Homler Hawkins
Title: Interim Chief Executive Officer

Date: 8/25/22

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: 
Name: Carrie L. Sarver, Esq., B.C.S. *for (see email)*
Title: Senior In-House Counsel

Date: 8/23/2022

Exhibit "A"

SCOPE OF SERVICES

Introduction

The Scope of Services described herein is a general guide and is not intended to be a complete list of all work necessary to supply the services. To meet LYNX's needs, the Scope of Services contains work tasks for General Planning Consulting (GPC) in Planning & Program Administration, Public Engagement & Outreach, Geographic Information Systems (GIS), Intelligent Transportation Systems (ITS), and Technical Analysis.

General Information

LYNX intends to engage up to three (3) GPC firms, or teams, for a three (3) year period, with two (2) one-year renewal options available, for a potential contract period of five (5) years. These teams will provide various general planning services for a wide range of projects under an "on call" task order-based contract.

The Consultants are to provide support to various LYNX departments. This will involve the development of plans, studies, scopes, analysis and outreach for improvements to the existing LYNX system and in support of LYNX's future operations.

The successful Consultants will demonstrate the ability to address a variety of planning requirements for agencies similar to LYNX in size, scope and operational complexity.

Proposal Format

Proposers shall submit one (1) electronic copy of the complete proposal as a PDF document. Proposals will be formatted to print on 8 ½" x 11" pages, with a maximum of twenty-five (25) pages (not including cover letter, table of contents, key personnel resumes and required Exhibits as listed on the COVER PAGE of this solicitation).

Required Content

1. Cover Letter including Proposal Validity of 120 Days, Company Business License, and Insurance Certification(s)
2. Table of Contents
3. Proposal: maximum twenty-five (25) pages. The general planning proposal will demonstrate the Consultant team's experience, qualifications, and technical ability to perform services, in the task work categories outlined below.
 - a. Planning & Program Administration
 - b. Public Engagement & Outreach
 - c. Geographic Information Systems (GIS)
 - d. Intelligent Transportation Systems (ITS)
 - e. Technical Analysis
4. Key Personnel Resumes and their roles in this contract
5. Project References for similar work completed within the last five (5) years

- a. Minimum of three (3) non-LYNX references
 - b. Highlight the similarity of the work relative to the five (5) task work categories above
 - c. Identify which Key Personnel worked on the projects
6. Price Proposal
 7. Number each page of the proposal
 8. Proposal will follow the order above (numbers 1 - 6) to facilitate evaluation

Task Work Assignments

LYNX seeks the services of up to three (3) Consultant teams to provide support for the agency's general planning activities for up to five (5) years. LYNX will issue task work orders to the Consultant teams on a rotating basis. The order of this rotation will be based upon the Source Evaluation Committee's initial Ordinal Ranking. Should a team not be willing and/or able to complete a task work order during their turn in the rotation, the next team in the rotation will be provided the opportunity to complete the work. Should a team pass on a task work order, said team will have the first opportunity to complete the subsequent task work order issued by LYNX. LYNX makes no guarantee that the selected Consultant teams will receive work. In addition, there is no limitation to the number of task work orders issued under this contract.

Any task work with an Independent Cost Estimate (ICE) by LYNX in excess of \$500,000 shall proceed through a standalone procurement, open to all bidders, and not through the awarded GPC services contract.

Contract Administration

LYNX will designate a Contract Administrator responsible for the administration of all contract activities associated with the GPC contracts. The Contract Administrator will be responsible for the coordination and interfacing requirements of the contract. Each individual Task Work Order will have an assigned LYNX Project Manager who will be responsible for the technical aspects of that specific project. However, for continuity and overall contract accountability, each Project Manager will work through the LYNX Contract Administrator to track the overall progression of activities under the contracts.

The Consultant Teams must be capable of timely responses to LYNX's requests for services at all times during the term of the contracts. This includes the ability for the Consultant Teams to efficiently and effectively undertake several tasks or plans at the same time. Successful proposals will demonstrate the ability to absorb multiple projects and complete them simultaneously to LYNX's satisfaction.

Each proposed Task Work Order within the GPC Services contract will have a specific scope of work, schedule, assigned personnel, and a total not-to-exceed cost mutually established and agreed upon between LYNX and the Consultant Team before commencement of work. The normal procedures that will be followed to initiate work include, in succession:

1. **Proposal Request:** LYNX will request that the Consultant Team that is up next in the rotation submit technical and cost proposals for a specific planning activity. The proposal request from LYNX will contain the project name, the scope of

services requested, the LYNX Project Manager (PM), required time period of performance, a list of task deliverables, and the proposal deadline.

2. **Scope Review:** Within fourteen (14) business days of Consultant Team's receipt of the proposal request, LYNX and the Consultant will meet to review the task scope. The Consultant should be prepared to ask questions regarding the scope of work, deliverables, schedule, and offer recommendations. The Consultant should also have a preliminary cost estimate prepared for discussion. The Consultant will have the opportunity to ask the LYNX PM any scope related questions prior to the established proposal deadline.
3. **Proposal Submittal:** The Consultant will submit a formal proposal to the LYNX Contract Administrator by the date agreed upon at the scope review meeting. The formal proposal must identify: scope of work, assigned personnel, detailed staff hour breakdown by task, and cost. If LYNX cannot approve the proposal for any reason, a negotiation meeting will be held for the purpose of arriving at a mutual agreement on scope and cost.
4. **Purchase Order:** Upon LYNX approval of the proposal, LYNX will issue a Purchase Order that will incorporate both LYNX's task work request and the proposal in an agreement for the performance of the Task Work Order. Under the terms of the Agreement, the cost established in the Task Work Order will be the maximum, not-to-exceed cost, which will not be exceeded unless otherwise amended at LYNX's sole discretion.

Scope of Work

LYNX seeks responses from qualified consulting firms interested in providing continuing GPC services. Interested consulting firms are expected to demonstrate a broad range of experience and expertise to support LYNX on its short- and long-term planning activities.

These activities fall within the following five (5) task work categories: Planning & Program Administration, Public Engagement & Outreach, Geographic Information Systems (GIS), Intelligent Transportation Systems (ITS) and Technical Analysis. Below are descriptions of these activities intended to serve as a general overview and not a comprehensive list of possible task work orders.

1. **Planning & Program Administration** - LYNX seeks professional services for a variety of Planning tasks in support of the agency's required activities and the region's vision for future transit services. In addition, LYNX seeks professional services for the development, management and oversight of Planning and Grants-related activities and programs. Examples of such task work include, but are not limited to:
 - a. Peer research and best practices addressing transit industry trends and policies;
 - b. Comprehensive alternatives analysis of various sites, corridors, modes, services, or technical system solutions to identify recommended alternatives;

- c. Preliminary investigations, feasibility studies, conceptual design, and alternative and cost benefit analyses for a variety of projects;
 - d. Support for development of grant applications;
 - e. Grant program management, oversight and administration;
 - f. Support agency strategy and planning activities, including staff in-reach efforts, focus groups, and staff communications;
 - g. Concepts development and implementation to improve the customer experience through best practices in experimental design;
 - h. Plan document development inclusive of existing conditions, needs analysis, goal and vision development, identification of alternatives, recommendations and findings, implementation strategy and next steps.
2. **Public Engagement & Outreach** - LYNX seeks professional services to support the agency's outreach activities and to engage with the diverse populations and communities that comprise LYNX's service area for plans, studies and initiatives. Examples of such task work include, but are not limited to:
- a. Develop and implement outreach strategies, identify of target audiences, develop branding and messaging, and associated collateral for LYNX projects and services. Outreach strategies should include innovative approaches to engage a broad spectrum of existing and potential customers;
 - b. Develop graphic reports to communicate findings of complex analysis and studies, and existing and proposed services in a clear and concise manner;
 - c. Provide project support services including website design, videos, electronic newsletters, print and digital announcements, and other forms of communication to best reach the desired audience;
 - d. Support staffing for outreach events, including customer surveys and focus groups.
3. **Geographic Information Systems (GIS)** - LYNX seeks professional support for the maintenance and advancement of the agency's GIS program, through data management, geospatial analysis and production services. Examples of such task work include, but are not limited to:
- a. Map production for internal and external communications;
 - b. Web application (maps, dashboards, etc.) development and update;
 - c. Geospatial data management;
 - d. Updates to geospatial processes, work flows, and associated documentation;
 - e. Scripting support for process automation and tool development;
 - f. Geospatial data analysis of transit, demographic, and land use data;
 - g. System support and training.
4. **Intelligent Transportation Systems (ITS)** - LYNX seeks professional support for planning, identifying, scoping, procuring, implementing, maintaining, and

lifecycle replacement of ITS systems in compliance with 23 CFR 940.11. Examples of such tasks include, but are not limited to:

- a. Review of and submission of updates to local and regional ITS architectures to ensure LYNX systems are accurately represented;
- b. Planning, developing, identifying and analyzing systems data to ensure that the technology effectively supports the management and operations of LYNX's ITS based on applicable ITS standards and testing procedures by the Department of Transportation, while focusing on defining the customer's needs, required functionality and resources necessary to implement ITS projects;
- c. Review of LYNX systems including underlying and connected technologies to ensure the technical infrastructure is built and in place to support current and future technology deployments, including communication and data communication infrastructure;
- d. Analysis, staff education, technology recommendations, and staff support in the deployment of new technologies including but not limited to collision avoidance, connected vehicle technologies, electric vehicles, and automated and autonomous vehicle technologies.

5. **Technical Analysis** - LYNX seeks professional services to complete technical analysis in support of the agency's various plans, initiatives and its collaborations with local jurisdictions. Examples of such task work include, but are not limited to:

- a. Technical analysis of transit service, including analysis of performance, service areas, service speed, reliability, and other relevant factors;
- b. Modeling of potential ridership and operations/run-time of proposed alternatives for both new and existing services;
- c. Conduct existing conditions and opportunities analysis for current and potential service areas, including analysis of demographics, ridership, transportation systems, performance, land use patterns and development proposals, and multi-modal access;
- d. Complete economic analysis of LYNX service. Identify and analyze potential project funding opportunities;
- e. Infrastructure planning, such as existing conditions and future facility development analysis, and bus stop improvement plan analysis;
- f. Planning and analysis to support the agency's sustainability initiatives and regional coordination efforts. This may include greenhouse gas emissions analysis, a sustainability strategic plan for the agency, and fleet assessments.

Exhibit "B"
SCHEDULE OF RATES

[See attached]



EXHIBIT L - PRICING SCHEDULE

The award of this solicitation will result in an Indefinite Delivery/Indefinite Deliver Firm Fixed Price contract for “as needed” services. The base contract term will be for a period of three (3) years with two (2) one (1) year options.

Proposers are to provide “fully burdened” hourly rates, i.e., including all overhead and general administrative costs and profit, if applicable, or mark N/A. Proposers are to enter in all relevant positions titles that may conduct work under the selected categories above.

GENERAL PLANNING CONSULTANT SERVICES - RATES (WSP Staff Rates)			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Administrative Support	\$ 93.23	\$ 96.95	\$ 100.83
Planner/Engineer I	\$ 85.66	\$ 89.09	\$ 92.65
Planner/Engineer II	\$ 92.93	\$ 96.65	\$ 100.52
Planner/Engineer III	\$ 120.35	\$ 125.16	\$ 130.17
Planner/Engineer IV	\$ 143.82	\$ 149.57	\$ 155.56
Planner/Engineer V	\$ 150.60	\$ 156.63	\$ 162.89
Planner/Engineer VI	\$ 167.14	\$ 173.83	\$ 180.78
Planner/Engineer VII	\$ 190.88	\$ 198.51	\$ 206.45
Planner/Engineer VIII	\$ 215.81	\$ 224.44	\$ 233.41
Senior Professional	\$ 233.18	\$ 242.51	\$ 252.21
Vice-President/Principal	\$ 268.55	\$ 279.29	\$ 290.47

ANY ALTERATION OF THIS FORM MAY RESULT IN PROPOSER BEING CONSIDERED NON-RESPONSIVE FOR THIS SOLICITATION.


Authorized Signature

Robert M. Clifford, AICP Vice President/Area Manager
Name, Title and Date

WSP USA Inc.
Company Name

***NOTE: ONLY ONE VERSION OF THIS EXHIBIT SHALL BE COMPLETED IN FULL AND RETURNED WITH YOUR PROPOSAL ***



EXHIBIT L - PRICING SCHEDULE

The award of this solicitation will result in an Indefinite Delivery/Indefinite Deliver Firm Fixed Price contract for “as needed” services. The base contract term will be for a period of three (3) years with two (2) one (1) year options.

Proposers are to provide “fully burdened” hourly rates, i.e., including all overhead and general administrative costs and profit, if applicable, or mark N/A. Proposers are to enter in all relevant positions titles that may conduct work under the selected categories above.

GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Sr. Engineer/Chief Planner	\$187.00	\$ 192.61	\$ 198.40

ANY ALTERATION OF THIS FORM MAY RESULT IN PROPOSER BEING CONSIDERED NON-RESPONSIVE FOR THIS SOLICITATION.


Authorized Signature

Cheryl Lynn Freeman
President
March 29, 2022

Name, Title and Date

321 Strategies, LLC

Company Name

***NOTE: ONLY ONE VERSION OF THIS EXHIBIT SHALL BE COMPLETED IN FULL AND RETURNED WITH YOUR PROPOSAL ***



EXHIBIT L - PRICING SCHEDULE

The award of this solicitation will result in an Indefinite Delivery/Indefinite Deliver Firm Fixed Price contract for “as needed” services. The base contract term will be for a period of three (3) years with two (2) one (1) year options.

Proposers are to provide “fully burdened” hourly rates, i.e., including all overhead and general administrative costs and profit, if applicable, or mark N/A. Proposers are to enter in all relevant positions titles that may conduct work under the selected categories above.

GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Senior Planner	\$168.26	\$169.94	\$171.64
Graphic Designer	\$121.98	\$123.20	\$124.43
Planner	\$82.79	\$83.62	\$84.46
Planning Technician	\$48.07	\$48.56	\$49.04

ANY ALTERATION OF THIS FORM MAY RESULT IN PROPOSER BEING CONSIDERED NON-RESPONSIVE FOR THIS SOLICITATION.


Authorized Signature

Poorna Bhattacharya, President, 03.25.22
Name, Title and Date

Asha Planning Consultancy Inc.
Company Name

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EXHIBIT L - PRICING SCHEDULE

The award of this solicitation will result in an Indefinite Delivery/Indefinite Deliver Firm Fixed Price contract for “as needed” services. The base contract term will be for a period of three (3) years with two (2) one (1) year options.

Proposers are to provide “fully burdened” hourly rates, i.e., including all overhead and general administrative costs and profit, if applicable, or mark N/A. Proposers are to enter in all relevant positions titles that may conduct work under the selected categories above.

GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
GIS Technical Manager	\$200.00	\$220.00	\$225.00
Sr. GIS Analyst	\$160.00	\$165.00	\$170.00
GIS Developer	\$160.00	\$165.00	\$170.00

ANY ALTERATION OF THIS FORM MAY RESULT IN PROPOSER BEING CONSIDERED NON-RESPONSIVE FOR THIS SOLICITATION.


Authorized Signature

Donna W. Huey, President
Name, Title and Date

Data Transfer Solutions, LLC
Company Name

3/30/2022

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GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Senior Planner/PM	190.00	219.00	230.00
Senior Engineer/PM	205.00	236.00	248.00
Geospatial PM	190.00	219.00	230.00
Geospatial Developer	170.00	196.00	206.00
Engineer	165.00	190.00	200.00
Planner	155.00	178.00	187.00
Graphic Designer	155.00	178.00	187.00
Designer	140.00	161.00	169.00
Geospatial Analyst	140.00	161.00	169.00
Geospatial Technician	125.00	144.00	151.00
CAD Technician	125.00	144.00	151.00
Clerical Support	90.00	104.00	109.00

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Authorized Signature

Matthew S. Maggiore, PE
Executive Vice President 3/29/2022
Name, Title and Date

England-Thims & Miller, Inc.
Company Name

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GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Senior Transportation Planner	\$ 204.37	\$ 211.53	\$ 218.93
Transportation Planner	\$ 121.01	\$ 125.25	\$ 129.63
GIS Developer	\$ 177.48	\$ 183.69	\$ 190.12
Senior GIS Analyst	\$ 199.00	\$ 205.96	\$ 213.17
GIS Analyst	\$ 121.01	\$ 125.25	\$ 129.63
Organizational Change Management Specialist	\$ 215.13	\$ 222.66	\$ 230.45
Sr. Public Engagement Specialist	\$ 201.69	\$ 208.74	\$ 216.05
Sr. ITS/Fare Collection SME	\$ 268.91	\$ 278.33	\$ 288.07
Sr. ITS/Fare Collection PM	\$ 228.58	\$ 236.58	\$ 244.86
Trainer	\$ 161.35	\$ 167.00	\$ 172.84
Sr. Historian	\$ 155.97	\$ 161.43	\$ 167.08
Historian	\$ 107.57	\$ 111.33	\$ 115.23
Senior NEPA	\$ 174.79	\$ 180.91	\$ 187.24
Senior Ecologist	\$ 161.35	\$ 167.00	\$ 172.84
Ecologist	\$ 107.57	\$ 111.33	\$ 115.23
Sr. Noise / Air Analyst	\$ 188.24	\$ 194.83	\$ 201.65
Sr. Technical Business Analyst	\$ 201.69	\$ 208.74	\$ 216.05
Technical Business Analyst	\$ 134.46	\$ 139.16	\$ 144.03

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Authorized Signature

Michael Kearson, V.P., 3/29/2022
Name, Title and Date

Five23 Group, Inc. d/b/a Lumenor Consulting Group
Company Name

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EXHIBIT L - PRICING SCHEDULE

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GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Community Outreach Specialist Sr.	\$139.84	\$137.10	\$138.47
Community Outreach Specilist Jr.	\$76.55	\$75.05	\$75.80
Marketing/Communications Manager	\$121.84	\$119.45	\$120.65
Graphic Designer/ Multimedia	\$96.73	\$94.83	\$95.78
Website Specialist	\$102.79	\$100.77	\$101.78

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Diane Hackney
Authorized Signature

Diane Hackney, Assistant Vice President 3/25/22
Name, Title and Date

Quest Corporation of America, Inc.
Company Name

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GENERAL PLANNING CONSULTANT SERVICES - RATES			
<u>Position Title</u>	<u>Base Contract Fully Burdened Rate (3 Years)</u>	<u>Option Year 1 Fully Burdened Rate</u>	<u>Option Year 2 Fully Burdened Rate</u>
Chief Planner	305.16	315.33	325.50
Senior Planner	160.98	166.35	171.71
Project Planner	75.66	78.18	80.70
Engineer	268.74	277.69	286.66
Architect	197.76	204.35	210.94
Secretary	91.26	94.30	97.34

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Authorized Signature

TranSystems Corporation
d/b/a TranSystems
Corporation Consultants
Company Name

John Grow, Executive VP

Name, Title and Date

***NOTE: ONLY ONE VERSION OF THIS EXHIBIT SHALL BE COMPLETED IN FULL AND RETURNED WITH YOUR PROPOSAL ***

Exhibit "C"

DBE AND SUBRECIPIENT COMPLIANCE CONDITIONS ADDENDUM

In the event that a DBE goal has been established by the Solicitation the CONSULTANT covenants and agrees as follows:

(a) The CONSULTANT will comply with the DBE goal established by the Solicitation and make good faith efforts to replace any DBE subcontractor that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet such DBE goal. The CONSULTANT shall notify Amber Johnson, 455 N. Garland Avenue, Orlando, Florida 32801; DBE@golynx.com; 407-254-6171 (telephone); (hereinafter, the "**DBE Liaison Officer**") immediately of any termination of a DBE or any DBE's inability or unwillingness to perform and provide reasonable documentation of same.

(b) Any disputes between the CONSULTANT and any DBE subcontractor, which could reasonably result in a termination or relate to the DBE subcontractor's inability or unwillingness to perform shall be first submitted to the DBE Liaison Officer for consideration. The DBE Liaison Officer may refer the matter to non-binding mediation in his or her sole and absolute discretion.

(c) The CONSULTANT shall provide the DBE Liaison Officer with at least thirty (30) days written notice prior to instituting any legal action against a DBE subcontractor.

(d) If any DBE subcontractor is unable or unwilling to perform, the CONSULTANT must obtain prior approval from the DBE Liaison Officer of the substitute DBE and provide copies of new or amended subcontracts, or documentation of good faith efforts.

(e) The CONSULTANT will provide the DBE Liaison Officer with monthly updates as to the CONSULTANT's continuing compliance with the DBE requirements set forth in the Solicitation.

(f) Contracts between the CONSULTANT and any DBE subcontractor shall contain a valid and enforceable waiver of the DBE subcontractor's right to trial by jury.

(g) The CONSULTANT must submit with each invoice a report of DBE expenditures (the "**DBE Expenditure Report**"), if applicable. Such report must show each DBE, the amount of such DBE's subcontract, the amount earned to date, the amount earned with respect to that invoice and the amount remaining to be earned. A legible copy of each invoice, along with the DBE Expenditure Report, must be submitted directly to the DBE Liaison Officer, c/o Central Florida Regional Transportation Authority, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified by LYNX from time to time.

(h) The CONSULTANT shall make prompt and full payment to any DBE subcontractor (including the payment of any retainage) within the later of: (x) thirty (30) days after the DBE subcontractor's work is satisfactorily completed or (y) thirty (30) days after the CONSULTANT receives payment from LYNX for satisfactory completion of the accepted work. For purposes of this DBE Addendum, a DBE subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by LYNX. When LYNX has made an incremental acceptance of a portion of the Services, the work of a DBE subcontractor covered by that acceptance is deemed to be satisfactorily completed. The CONSULTANT may not withhold payment to any DBE subcontractor as a result of the exercise of LYNX's withholding rights described below.

(i) In order to enforce the DBE requirements set forth in this Contract (inclusive of those set forth in this DBE Addendum), and in addition to any damages and remedies available to LYNX as set forth elsewhere in this Contract or which are otherwise available to LYNX under applicable law, LYNX reserves the right to withhold five percent (5%) of any amounts owed to the CONSULTANT pursuant to and in accordance with the terms set forth in the Contract (the "withholding rights").

As a subrecipient of funds from the Metropolitan Planning Organization and Florida Department of Transportation, the following provision applies to this Agreement and is incorporated herein:

(a) In the event this Agreement, and/or Task Work Orders assigned from this Agreement, is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

(i) "The Florida Department of Transportation (The Department), during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."