

TRIPARTY AGREEMENT

AMONG

BROWARD METROPOLITAN PLANNING ORGANIZATION

And

CITY OF FORT LAUDERDALE

And

METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION  
COOPERATIVE

For

17<sup>TH</sup> STREET MOBILITY HUB CAPITAL PROJECT

This is an Agreement (“Agreement”) made and entered into by and among: **BROWARD METROPOLITAN PLANNING ORGANIZATION**, created pursuant to Section 339.175, Florida Statutes, hereinafter referred to as "BMPO,"

AND

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation hereinafter referred to as “CITY”,

AND

**METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, created pursuant to Section 163.01, F.S. hereinafter referred to as “MTECC”

WHEREAS, the BMPO, CITY, and MTECC are hereinafter collectively referred to as the “Parties”; and

WHEREAS, the BMPO Metropolitan Transportation Plan (“MTP”) developed the concept of a Mobility Hub as a transit access point with frequent transit service, high development potential, and critical point for trip generation or transfers within the transit system; and

WHEREAS, the Federal Highway Administration (“FHWA”) transferred to the Federal Transit Administration (“FTA”) certain eligible regional surface transportation funds for the benefit of the use by BMPO, and FTA has provided these funds available through the Urbanized Area Formula Grant program (49 USC §5307) (the “Flex Funds”); and

WHEREAS, the BMPO is a Direct Recipient in the Miami Urbanized Area of federal assistance from the FTA; and

WHEREAS, the BMPO is the Grantee of the Flex Funds (hereinafter referred to as the “Grant”) from the FTA (“Grantor”) for the 17<sup>th</sup> Street Mobility Hub Capital Project (the “Project”) identified as Financial Management Number 4334282; and

WHEREAS, the BMPO has set aside \$756,000 for BMPO administration and oversight and \$6,804,000 (“Grant Funds”) to reimburse MTECC’s design and construction of the Project improvements shown in Exhibit “A”, which is located in the City of Fort Lauderdale; and

WHEREAS, the CITY has agreed to fund costs of CITY requested betterments and cost overruns in excess of available Grant funds that are required within the Project improvements outlined in Exhibit A (collectively, the “Local Funds”); and

WHEREAS, the Parties to this Agreement desire to participate cooperatively to utilize the Grant and Local Funds to implement the Project; and

WHEREAS, this Agreement is intended to define those roles and responsibilities of the Parties with respect to the development, engineering, construction, and maintenance of the Project including, but not limited to, procurement activities, invoicing, review and approval of eligible costs, compliance with grant provisions including conformance with scope, schedule, and budget and related timely reporting, as well as all FTA requirements and related reporting as amended by FTA from time to time and referenced in the Grant Agreement attached herein as Exhibit E ; and

WHEREAS, BMPO will use the Grant as the mechanism to reimburse MTECC, as MTECC completes specified work documented in progress reports submitted with invoices for this Project; and

WHEREAS, the BMPO is willing to utilize the Grant Funds to fund the Project which will be administered by the BMPO and implemented by MTECC; and

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that Parties comply with Grant requirements; and

WHEREAS, the Parties desire to enter into an Agreement whereby the duties and obligations of each party to the others are set forth therein;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - Means this document, Articles 1 through 12, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Effective Date**— This Agreement shall take effect on the date executed by the last of the Parties.
- 1.3 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.4 **BMPO Contract Administrator** - The BMPO Executive Director, or his/her designee. The primary responsibilities of the BMPO Contract Administrator are to coordinate and communicate with CITY, MTECC, and FTA.

- 1.5 **Grant Agreement** –The Grant Agreement outlines the scope, requirements and funding for the project. The grantor is FTA and grantee is BMPO. Condition to and subject to successful grant obligation by FTA (Exhibit “E”).
- 1.6 **Grant Funds** - the Grant Agreement has provided to BMPO as grantee a total of \$7,560,000, and BMPO has set aside \$756,000 for BMPO administration and oversight and \$6,804,000 (“Grant Funds”) to reimburse MTECC’s design and construction of the Project improvements shown in Exhibit “A”.
- 1.7 **MTECC Contracting Officer** - The Executive Director of MTECC, or his/her designee. The primary responsibilities of the MTECC Contracting Officer are to coordinate and communicate with the CITY and BMPO and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement the Parties may rely on the instructions or determinations made by the MTECC Contracting Officer; provided, however, that such instructions and determinations do not change the Project.
- 1.8 **Local Funds** – Refers to the “non-federal” CITY contribution, not funded by FTA necessary to pay for the completion of a project component, if any.
- 1.9 **Local Match** – Toll Credits provided to the BMPO by the Florida Department of Transportation are being used to provide the Local Match on this Project.
- 1.10 **Obligation (Grant)** – Refers to the federal government’s legal commitment pursuant to the Grant to pay the federal share of the Project’s cost.
- 1.11 **Project** – The Project is to construct the SE17th Street Mobility Hub located on SE/SW 17<sup>th</sup> Street between US1/Federal Highway and SW 9<sup>th</sup> Avenue in the City of Fort Lauderdale.
- 1.12 **Project Delivery Fee** - Refers to the CITY’S contribution of \$35,000.00 of non-federal funds to cover MTECC project administrative costs described in Section 3.3.4.4.

ARTICLE 2  
PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for MTECC to provide for the design and construction of the Project. The Project’s improvements are shown in Exhibit “A” attached hereto incorporated by reference.
- 2.2 In Fiscal Year 2025, the BMPO will make available \$6,804,000 of funds from the Grant

for the implementation of the Project. The Project is for the benefit of the CITY that agrees upon acceptance of the completed Project, to operate and maintain for the useful life, all Project elements as a condition of the funding. Through this Agreement, the BMPO will utilize the Grant Funds, subject to FTA's obligation, to reimburse MTECC to complete the design and construction of the agreed Project improvements. The solicitation of design professionals and/or contractors for the Project shall not commence until the BMPO has executed the Grant Agreement.

ARTICLE 3  
BMPO AND CITY REQUIREMENTS

- 3.1 BMPO Requirements – The BMPO will have the following overall requirements for the Project after the obligation of the Federal Grant funds:
- 3.1.1 Grant Oversight – BMPO shall have the overall responsibility for oversight and administration of the Grant to ensure MTECC implements the Project in accordance with the Grant requirements. This will include, but not limited to, review and approval of procurement documents, progress reports provided by MTECC and follow up on any required issues. BMPO will participate in periodic meetings with the Parties to review the status of Project implementation, activities, and utilization of Grant and Local Funds.
  - 3.1.2 Invoice Review and Approval, Grant Reimbursements and Audits– BMPO shall review the invoices submitted by MTECC for the reimbursement of eligible Grant Agreement expenses in accordance with Section 6. BMPO will make payment to MTECC, in accordance with the BMPO prompt payment policies. BMPO will submit eligible costs to the FTA for reimbursement. BMPO will conduct or cooperate in any audits of the Project as required by the Grantor or any federal or state agency.
  - 3.1.3 Grant Close-Out – Pursuant to Grant requirements, BMPO shall provide for the overall Grant close out process in partnership with MTECC and CITY.
  - 3.1.4 Post Completion Annual Monitoring; Grant Compliance – BMPO shall monitor the Project as required by the Grantor to ensure project elements are in place and maintained for the useful life of the Project. The CITY agrees to the continued operation of the Project for its originally intended purpose for a minimum of the useful life of the assets and shall provide to the BMPO annual reports on the condition of the Project assets through the useful life of the Project as required by the Grant Agreement and FTA (the “Post Completion Requirements”). City shall be responsible for the repayment of Grant funds to FTA should the Project or any portion thereof be taken out of service before the expiration of their useful life. The Grant requires the CITY to be responsible for maintenance of the Project and related utilities, facilities, and equipment after completion of the work.

3.2 MTECC Requirements – MTECC shall be responsible for the design, construction, and construction engineering inspection (CEI) of the Project in compliance with all Grant requirements. MTECC will implement these elements within the Federal and grant requirements on behalf of the BMPO and CITY. These elements will include the following major components:

3.2.1 Project Management – MTECC shall provide a project manager to lead the design and construction of the Project including managing the design consultant and the Construction Engineering and Inspection (“CEI”) consultant. Key activities are shown below:

3.2.1.1 Project Lead – Provide overall direction on behalf of BMPO and CITY for the implementation of the Project. Responsible for the development of monthly progress and financial reports and invoices for submittal to the BMPO as required in Article 6. The financial reports and invoice format and content of monthly invoice to be approved by the BMPO. Reimbursements will occur on a monthly basis to MTECC.

3.2.1.2 Oversight of Design Consultant – Provide the oversight and management of the MTECC design consultant. Reviews and recommends approval of MTECC design consultant invoices prior to submittal to the BMPO. Manages the design review process. Ensures the designs are complete in accordance with the Project scope. Provides oversight of the development of the plans and specifications for the construction bid process. Coordinate with the CITY on review and ranking of design consultants, negotiation of design fee, review of design plans (in coordination with BMPO) at 30%, 60% and 100% completion, public involvement, and final approval of design plans.

3.2.1.3 Oversight of the Construction, and Construction Engineering and Inspection (CEI) Consultant - Provide oversight and management of the construction contract. Provide oversight and management of MTECC CEI consultant who will provide day to day oversight of the construction contractor (“Contractor”). Reviews and recommends approval of construction contract and CEI consultant invoices prior to submittal to the BMPO. Ensures the CEI provides proper oversight of the construction activities in accordance with the Project plans and specifications. Provides oversight of the construction bid process and overall construction activities. Provides BMPO with documentation of CEI activities and finding in a monthly report signed by professional engineer. Coordinate with CITY on final plans, specifications and bid package prior to project bid, review of contractor bids, award of construction bid, review of contract changes up to the construction contingency, review and approval by the CITY and BMPO of contract changes

that exceed the construction budget, monthly status meetings, and detailed review with the CITY at substantial completion.

3.2.1.4 Progress Reporting - Preparation of monthly progress reports for distribution to BMPO and CITY. The monthly progress report shall include: Project Status - project status including percent complete for the phase (design or construction) life to date, change during the prior month; (design or construction), major items completed in the prior month anticipated major items planned to be completed for the following month, any concerns that need to be monitored, and action plan to address any concerns or to bring the project back on schedule; Project Budget - project budget by phase, amounts expended for the prior month, amounts expended life to date, any concerns with cash flow and a plan to address these concerns. The monthly progress status report shall be provided in advance of the monthly status meeting between representatives of MTECC, CITY and BMPO.

3.2.1.5 Project Close-Out and Transfer – Provides the direction and oversight of the Project close-out and partners with CITY and BMPO to participate in the close-out in accordance with Article 6. Partners with the CITY and BMPO on Project close-out review and follow up to ensure any remaining items are completed to ensure the Project is acceptable to the CITY and BMPO. After acceptance of the completed Project, CITY will assume the Project improvements in their jurisdiction for operations and maintenance.

3.2.1.6 Grant Close Out and Transfer – Provide the direction and partners with the BMPO on Grant close out and transfer of Grant requirements after the completed Project is approved and accepted by the CITY for the operations and maintenance period of the Project as described in the attached Grant Agreement.

3.2.2 Procurement – MTECC shall procure the design, construction, and CEI consultants for the Project. MTECC shall ensure that the procurement follows all Federal and grant requirements and provide documentation to BMPO. MTECC shall ensure that consultants and contractors provide insurance and bonds and list all Parties as beneficiaries.

3.2.3 Project Design – MTECC shall ensure the design meets the scope, budget, and schedule set for the Project under Federal grant requirements. The BMPO and CITY may be part of routine project briefings and review of the design for meeting the Project goals. The design will include the development of a complete design in 30%, 60%, and 100% plans with design reviews at each stage. Once the design is complete MTECC and its design consultants will develop the plans, specifications, and preparation for all materials to bid the construction of the Project.

- 3.2.4 Project Construction – MTECC shall ensure the construction meets the scope, budget, and schedule set for the Project under the Federal and Grant requirements in accordance with the design plans and specifications. This will include:
- 3.2.4.1 CEI – MTECC shall ensure the proper CEI for the overall construction of the Project. This will include oversight of the construction including required materials testing, monitoring of construction activities, and review and recommendations on contractor progress reports (invoices), and project close out.
- 3.2.4.2 Construction – MTECC will ensure through a qualified contractor the construction of the Project.
- 3.2.4.3 Project Close-Out and Acceptance – MTECC will provide, through the Project Manager and CEI, the proper oversight and close-out of the construction of the Project. MTECC will coordinate with the CITY and BMPO on the close-out and the BMPO will review the grant related materials and when satisfied, close-out the Project from MTECC.
- 3.2.5 Right of Way Certification – MTECC will take the lead in partnership with CITY to secure the certification/easements required to provide the required use of right of way for the Project.
- 3.3 CITY Requirements – The CITY is the owner and operator of the roadway in which the Project is occurring, and the key requirements include:
- 3.3.1 Contributions – The CITY will pay the Project Delivery Fee and the amounts as outlined below per phase (collectively, the “Operating Contribution”):
- 3.3.1.1 – Within thirty (30) days of the Effective Date of the Agreement, the City shall pay MTECC 30% of the Design Services and Program Management Services fees for the Project included in Exhibit “D”. MTECC shall utilize these funds to pay approved invoices in advance of being reimbursed by Grant funds. At the completion of the Design Services and the reimbursement of all expenses by Grant funds any remaining City Operating Contribution funds shall be returned by MTECC to the City within thirty (30) days of completion.
- 3.3.1.2 – Within sixty (60) days of the notice of award for the construction of the Project, the City shall pay MTECC 20% of the Construction and CEI Services for the Project included in Exhibit “D” or the lowest responsible bid for construction and the negotiated amount for CEI Services, whichever is higher. The City may choose to utilize funds remaining under section 3.3.1.1, and pay the remainder balance, if any, to meet this requirement. MTECC shall utilize these funds to pay approved invoices in advance of being reimbursed by Grant funds. At the completion of the Construction and CEI Services and the reimbursement of all expenses by Grant funds, any remaining City Operating Contribution funds shall be returned by MTECC to the City, within thirty (30) days of completion.



3.3.1.3 – Operating Contribution and Payment of Expenses. The Operating Contribution shall be separate from, and above and beyond, the amount of Local Funds and in the form of CITY funds. The Operating Contribution shall be held by MTECC in a designated Project Fund, which may be a Sub-fund of the overall MTECC Trust Fund to pay Project Expenses (the “Project Fund”). Payment of Project Expenses. The Contractor and consultants shall submit invoices for work on the Project to MTECC. MTECC shall pay all Contractor and consultant invoices from the Project Fund. Concurrent with each Contractor and consultant payment, MTECC shall prepare a request for reimbursement on behalf of the CITY for submission to BMPO in the form set forth in the Grant Agreement. MTECC shall deposit all Reimbursement Payments into the Project Fund. If at any time during the Project, the balance of funds available in the Project Fund are insufficient to pay for Project expenses that have been incurred and invoiced or that are anticipated to be incurred and invoiced, as determined by MTECC, MTECC shall notify the CITY and the CITY shall, within thirty (30) days of receipt of such notice, increase the Operating Contribution in an amount necessary to timely pay such Project invoices.

- 3.3.2 Environmental Clearance – The CITY or BMPO will provide any additional documentation of environmental clearances that may or may not be required in the future for the Project above and beyond the initial environmental clearances that have already been received to move forward to the design and construction stage of the Project. Should additional environmental clearances become necessary, the CITY and BMPO will work together to address these issues and provide required documentation to FTA.
- 3.3.3 Right of Way Certification – The CITY in partnership with MTECC will secure the certification/easements required to provide the required use of right of way for the Project.
- 3.3.4 Responsibility for Project Expenses – The CITY shall be responsible for all costs related to the completion of the Project, inclusive of all hard costs, soft costs, administrative fees, and related expenditures (“Project Expenses”) to be reimbursed from Grant funds for eligible Project costs. Project Expenses may include those expenses deemed reimbursable under the Grant Agreement (“Reimbursable Expenses”) as well as non-reimbursable expenses, which are comprised of any additional work, costs, fees, or expenses related to the Project beyond Reimbursable Expenses (“Non-Reimbursable Expenses”). MTECC shall prepare requests for reimbursement on behalf of the CITY for submission to the BMPO in the form set forth in the Grant Agreement. Notwithstanding, the CITY shall be responsible for all Project Expenses that are not reimbursed by the BMPO under the Grant Agreement.

- 3.3.4.4 Project Delivery Fee. The CITY shall pay to MTECC, a fee in the amount of \$35,000 for direct Project support (the “Project Delivery Fee”). The Project Delivery Fee is not budgeted Project Expense and will not be deposited into the Project Fund.
- 3.3.4.5 Betterments. The CITY may request during the design phase for certain additional improvements above and beyond the scope of the Grant. A request for Betterments must be made to MTECC, which has no obligation to accept the request, and all costs are borne by the CITY, which shall be advanced to MTECC at the time the betterment is approved by the CITY and MTECC.
- 3.3.4.6 Stockpile of Project Deliverables. The CITY may in coordination with MTECC and the Project design pay using the CITY’s tax-exempt status for select Project Deliverables while ensuring the Project Deliverables are eligible for grant funding to eliminate the payment of State of Florida sales tax on these Project Deliverables. MTECC will reimburse the CITY from eligible grant funds available to MTECC for stockpiled Project Deliverables purchased direct by the CITY that are grant eligible after the receipt of an acceptable invoice from the CITY.
- 3.3.4.7 Project Close-Out and Acceptance. The CITY will coordinate with MTECC and BMPO on a detailed review of the Project at substantial completion and identify any remaining items to complete. The CITY will coordinate with MTECC and BMPO to ensure the items are completed. The CITY will coordinate with MTECC and BMPO on Project Closeout and be provided with a final set of As-Build Plans by MTECC. The CITY will review and accept the completed Project in writing to MTECC and BMPO in accordance with Grant requirements.
- 3.3.5 Project Operations and Maintenance – The CITY will participate in the review of the Project close-out to ensure the Project elements are complete. The CITY will be responsible and provide for the operations and maintenance of the Project elements in accordance with the Grant requirements.
- 3.3.5.1 Access to Project Site. The CITY shall grant and/or obtain a right of way certification for the Project site, as necessary, permitting ingress and egress to MTECC and any and all Contractors and any other agent or representative of, or engaged by MTECC to facilitate the completion of the Project.

- 3.3.5.2 Ownership of Project Deliverables. The CITY shall, as the third-party beneficiary of the Project Delivery Agreement, be the beneficial owner of all Project deliverables provided by the Contractor in the performance of the Project Milestones, which are attached as Exhibit “B” (the “Project Milestones”). The Project Deliverables include, but are not limited to, design drawings, design documents, site reports, engineering reports, completed construction, and as-builts.
- 3.3.5.3 Enforcement of Warranties. The CITY shall be solely responsible for the enforcement of any and all warranties, as applicable, for labor and materials on the Project upon acceptance of the Project.
- 3.3.5.4 Claims for defects. The CITY shall be solely responsible for the prosecution of any and all claims for defects workmanship and/or design services upon acceptance of the Project.
- 3.3.5.5 Maintenance Agreements. The CITY shall be responsible for securing any required Maintenance Agreements where the CITY is responsible for maintenance for applicable elements of the Project Deliverables on right-of-way owned by other governmental entities.
- 3.3.6 Permitting – The CITY agrees to review and expedite approval of all required permits for the improvements within their respective authority and jurisdiction.

#### ARTICLE 4 GRANT PASS THROUGH REQUIREMENTS

Grant Indemnity – CITY’s failure to reasonably perform its obligations, as the beneficiary of the Grant Funds, shall constitute a material breach of this Agreement. The CITY, to the extent permitted by law, agrees to indemnify and hold the BMPO and MTECC harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by CITY and/or MTECC regarding its obligations as the beneficiary of the Grant Funds, including any demand for return of the actual amount of Grant Funds distributed to MTECC, on behalf of the CITY at the time of the alleged material breach, which shall not exceed the \$6,804,000 Grant Funds amount allocated for the design and construction of the Project improvements. CITY, by agreement to indemnify and hold the BMPO and MTECC harmless, does not waive any defense to a claim for damages for tort liability that may be asserted pursuant to the conditions and limitations of liability as set forth in Section 768.28, Florida Statutes.

#### ARTICLE 5 TERM

This Agreement shall be effective upon execution by all Parties and shall continue in full force and effect until Project completion (the “Term”). Project Completion shall occur upon the

satisfaction of the following, in sequential order: 1) the issuance of a written acceptance of the Project by the City to MTECC and the BMPO (the “Acceptance Letter”); and 2) satisfaction of the terms and conditions of the agreements for the design and construction of the Project, which shall be memorialized by the issuance of a letter and providing the as-built plans by MTECC to the CITY and BMPO (the “Notice Of Construction Completion”); and 3) the issuance of a Project closeout letter by BMPO to the CITY and MTECC (the “Closeout Letter”). The Post Completion Requirements shall survive the expiration of the Term.

ARTICLE 6  
CONSIDERATION AND PAYMENT

- 6.1 The BMPO shall have no obligation to independently fund the costs of the Project.
- 6.2 Reimbursement of BMPO and MTECC’s expenses for the Project funded under the Grant shall be subject to the cost principles set forth in the OMB Final Rule (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), as well as the applicable provisions of the Grant. The BMPO agrees to reimburse MTECC for its expenditures that are allowable under the Grant for the Project. The BMPO shall charge costs associated with the BMPO’s oversight of the Project.
- 6.3 MTECC shall be reimbursed for the eligible costs on a monthly basis for progress on the Project. MTECC shall submit monthly invoices with proper backup documentation in a format provided by BMPO.

Upon receipt of a properly documented invoice, BMPO shall pay MTECC within 30 days utilizing the Grant. The invoice shall include payroll records and invoices from MTECC’s contractor(s) and proof of payment to contractor(s) to verify that MTECC has incurred the costs set out in its invoice. The BMPO reserves the right to require MTECC to submit additional reasonable documentation to verify that MTECC has incurred the costs set out in its invoice.

If BMPO disputes any items on an invoice for cause, BMPO may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to MTECC and the Parties agree to timely meet to resolve any such disputes.

- 6.4 Completion of the construction phase will be deemed to have occurred when MTECC submits all receipts, approved permits, certificate of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the construction phase has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer’s signing and sealing that the Project is complete and operational, in substantial conformance with the approved Project plans and specifications.

At the completion of the Project, MTECC shall provide verified actual costs satisfactorily demonstrated to have been expended by all contractors for completion of the Project. Upon

satisfactory review and approval of all required documentation from MTECC, the BMPO shall pay the balance of the total contract amount after the costs previously invoiced and reimbursed.

- 6.5 The BMPO's obligation to provide reimbursement to MTECC shall be limited to the availability of grants funds to BMPO from FTA, which are specifically earmarked for the Project. In the event that Grantor shall deny any of BMPO's request for payments relating to the Project, or if Grantor shall request the return of any Grant Funds relating to the Project that have been previously paid, MTECC shall, within sixty (60) days of receiving notice from BMPO of Grantor's denial or request for return of Grant Funds already paid, return to BMPO the funds that Grantor has declined to reimburse or requested to be returned. CITY and MTECC requirement to return funds shall include the payment of any interest or penalties required by Grantor.

ARTICLE 7  
GOVERNMENTAL IMMUNITY AND LIABILITY

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.
- 7.2 The CITY and BMPO hereby release and hold harmless MTECC, and its officers and employees, from any 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 any of MTECC's contractors or sub-contractors and other persons employed or utilized by MTECC's contractors or sub-contractors in the performance of the Project. Nothing herein shall limit the CITY'S ability or right to pursue any claims directly against MTECC's contractors or sub-contractors in the performance of the Project.
- 7.3 MTECC shall require that its contractors or subcontractors indemnify and hold harmless, the CITY and BMPO, and their officers, employees, and elected officials, 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 contractors and other persons employed or utilized by the contractors in the performance of its contract with the MTECC.

ARTICLE 8  
INSURANCE

MTECC is an entity subject to Section 768.28, Florida Statutes, and MTECC shall furnish the BMPO with written verification of liability protection in accordance with state law prior to final

execution of this Agreement. MTECC shall ensure that all consultants and contractors provide written verification of insurance to protect Parties as shown in Exhibit “C”.

MTECC shall also ensure that all consultants and contractors shall endorse the CITY, BMPO and MTECC as Additional Insureds with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. MTECC shall further ensure that all consultants and contractors shall add the CITY, BMPO and MTECC as additional named obligees to any performance bonds relating to the Project.

ARTICLE 9  
DISPUTE RESOLUTION / TERMINATION

- 9.1 Resolution of Disputes: If the Parties to this Agreement are unable to resolve any issue, an Agreement will be drafted for the CITY and BMPO to in which they may be in disagreement covered in herein, such dispute will be resolved in the following manner:
- (a) First, the disputing parties will meet together through the BMPO Executive Director, the respective municipal manager or administrator and the MTECC Contract Officer, or their respective designee:
  - (b) If the disputing parties are still unable to resolve the dispute, the disputing parties agree to further attempt to resolve the dispute in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes or such other processes deemed mutually agreeable and appropriate by the parties involved.
- 9.2 This Agreement may not be terminated by the Parties until all requirements of the FTA Grant are met.
- 9.3 The CITY may assume the MTECC requirements in the Agreement, with BMPO concurrence, for reasons including, but not limited to, MTECC’s repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 9.4 Unless otherwise extended as provided herein, this Agreement shall automatically terminate in the event that the BMPO does not enter into an agreement with the FTA obligating the Grant Funds for the completion of the Project on or before September 30, 2025, (the “Funding Deadline”). If this Agreement is terminated under this provision, the Parties shall have no further obligations.

ARTICLE 10  
MAINTENANCE OF RECORDS & AUDITS

- 10.1 The Parties shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. The Parties shall also maintain for a period of three (3) years from the latter of the date of Grant close-out or expiration of this Agreement the financial information and

data used by the Parties in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. Parties agree to permit the BMPO, FTA, and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of Parties' books, records and accounts pertaining to the Grant expenditures for this Project.

- 10.2 The Parties shall be responsible for meeting the audit requirements of the OMB Final Rule (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230), and any further revision or supplement thereto. The Parties agree that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the BMPO's request, CITY and MTECC must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.
- 10.3 MTECC and any of its contractors and subcontractors shall preserve and make available, at reasonable times for examination and audit by the 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, as may be amended from time to time, 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. 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 CITY and MTECC and any of its contractors' and subcontractors' records, MTECC and its contractors and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by either Party or its subcontractors.

## ARTICLE 11 NONDISCRIMINATION

- 11.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and implementing regulations; the Parties will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.
- 11.2 Contract Assurance: Neither MTECC, nor any of its contractors and subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this

Agreement. MTECC shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by MTECC to carry out these requirements is a material breach of this Agreement, which may result in the assumption of MTECC's responsibilities by the City in accordance with Section 9.3 of this Agreement, or any other remedy allowed by law.

ARTICLE 12  
MISCELLANEOUS

12.1 Third Party Obligations / Beneficiaries

12.1.1 MTECC shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the grant for the Project. MTECC shall pay directly such parties for all amounts due under said contracts.

12.1.2 Neither CITY nor MTECC intends to directly or substantially benefit a third party by 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 right or claim against any of them based upon this Agreement.

12.2 Notices: Whenever any party desires to give notice to another, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, 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:

For CITY:  
City of Fort Lauderdale  
City Manager  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, FL 33301  
  
[\_\_\_\_\_]

With a copy to:  
City of Fort Lauderdale  
City Attorney's Office  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, FL 33301  
  
[\_\_\_\_\_]



For MTECC:

Executive Director  
MTECC  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Matthew Pearl, Esq  
MTECC General Counsel  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

For BMPO:

Executive Director  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road, Suite 650  
Fort Lauderdale, Florida 33309

With a copy to:

Alan L. Gabriel, Esq.  
BMPO General Counsel  
200 East Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301

- 12.3 Assignment and Performance: Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party or parties. The references herein to FTA shall include any successor agency or department of the United States Government.
- 12.4 Compliance with Laws: Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.
- 12.5 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.
- 12.6 Joint Preparation: Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

- 12.7 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 Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Grant and all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.
- 12.8 Jurisdiction, Venue, Waiver of Jury Trial: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, BMPO, MTECC, AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 12.9 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 and executed by CITY, MTECC, and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.
- 12.10 Prior Agreements: This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 12.11 Incorporation by Reference: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits referenced herein is incorporated into and made a part of this Agreement.

- 12.12 Representation of Authority: Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
- 12.13 Multiple Originals: Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: **CITY OF FORT LAUDERDALE** through its CITY COMMISSIONERS, signing by and through its MAYOR, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2024, and **METROPOLITAN TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE**, through its Chair and Executive Director, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

Witnesses:

**“City of Fort Lauderdale”**

By: \_\_\_\_\_

\_\_\_\_\_.

By: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

By: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_

\_\_\_\_\_

Witnesses:

“MTECC”

By: \_\_\_\_\_

Andrea McGee, Chair

\_\_\_\_\_.

By: \_\_\_\_\_

Lowell R. Clary, Executive Director

This \_\_\_\_ day of \_\_\_\_, 2024.

This \_\_\_\_ day of \_\_\_\_, 2024

Attest:

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

By: \_\_\_\_\_

Matthew Pearl, MTECC General Counsel  
Weiss Serota Helfman Cole & Bierman PL

Witnesses:

**“BMPO”**

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By \_\_\_\_\_  
Yvette Colbourne, Chair

\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_ day of \_\_\_\_\_, 2024

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 PL

## **EXHIBITS**

- Exhibit "A" – Project Improvements**
- Exhibit "B" – Project Milestones**
- Exhibit "C" – Certificate of Insurance Coverage**
- Exhibit "D" – Project Budget**
- Exhibit "E" – Grant Agreement**

## Exhibit “A” – Project Improvements

### FM #4334282 City of Fort Lauderdale

#### SW/SE 17th Street FTA Mobility Hub (SW 9th Avenue to US-1)

#### SCOPE OF WORK: ENGINEERING PHASE

#### PURPOSE:

Request for qualified engineering firms with experience in complete streets roadway design. The purpose of the 17<sup>th</sup> Street Mobility Hub project is to provide first and last mile transit connections to existing transit and future commuter rail services along 17<sup>th</sup> Street. The project includes the redesign of the corridor to create dedicated spaces for walking, biking, bus shelters while maintaining safe movements of vehicles and transit. The design has two unique segments- SW 9<sup>th</sup> Avenue to Andrews Avenue and Andrews Avenue to US1. The corridor is within City of Fort Lauderdale. The intersection of US1 is within FDOT rights-of-way while the intersections of Andrews Avenue and SW 3<sup>rd</sup> Avenue are within Broward County.

#### SECTION I: DESIGN CONCEPT:

Design concept plans are the available for this project. The concept is outlined with the 4 segments of SE 17<sup>th</sup> Street as follows:

- SW 9<sup>th</sup> Avenue to SW 4<sup>th</sup> Avenue
  - In the 2-lane local residential section of the corridor, the recommended alternative includes raised intersections, filling in missing sidewalk gaps, and providing shared lane markings. Landscape and lighting enhancements are also included.
- SW 4<sup>th</sup> Avenue to Andrews Avenue
  - This section is proposed to remain as a 4-lane divided street with improvements including one-way raised separated bicycle lanes in both directions, special emphasis crosswalk markings, a proposed new RRFB crosswalk at SW 3<sup>rd</sup> Avenue with a raised intersection speed management technique, reconfigure the median and alleyway access immediately west of the FEC Railroad, and a proposed new RRFB crosswalk at SW 1<sup>st</sup> Avenue (future location for Broward Commuter Rail [BCR] Station access). Landscaping and roadway lighting enhancements are also included.
- Andrews Avenue to SE 3<sup>rd</sup> Avenue
  - This section is proposed as a 4-lane divided street with improvements including one-way raised separated bicycle lanes in both directions, special emphasis crosswalk markings, a proposed new RRFB crosswalk at SE 1<sup>st</sup> Avenue with a raised intersection speed management technique, and extension of the vehicular queue storage length for the westbound left-turn lane approaching Andrews Avenue. Landscaping and roadway lighting enhancements are also included. The substandard width outside lane will be repurposed in both directions; this lane currently operates as a de facto right-turn lane.
- SE 3<sup>rd</sup> Avenue to US-1
  - This section is proposed as a 4-lane divided street with improvements including one-way raised separated bicycle lanes in both directions, special emphasis crosswalk markings,



a proposed new RRFB crosswalk at SE 4<sup>th</sup> Avenue with a staggered median pedestrian crossing, improving the north side sidewalk connection across SE 4<sup>th</sup> Avenue, and safety modifications to the median opening at the Avalon/Whole Foods parking garage. Landscaping and roadway lighting enhancements are also included.

## **SECTION II: DESIGN CONSIDERATIONS**

- Design Speed/Posted Speed: 25 MPH (SW 9<sup>th</sup> Avenue to SW 4<sup>th</sup> Avenue); 30 MPH (SW 4<sup>th</sup> Avenue to US1)
- Context Classification: C4- Urban General
- Design Criteria:
  - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the “Florida Greenbook”)
  - FDOT Design Manual (FDM) – must be used at the US-1 intersection
  - Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices (MUTCD)
- Design Guidelines:
  - Broward MPO Complete Streets Design Guidelines 2.0
  - FHWA Separated Bicycle Lane Planning and Design Guide
  - National Association of City Transportation Officials (NACTO) Transit Street Design Guide
  - NACTO Urban Street Design Guide
  - NACTO Urban Bikeway Design Guide
- Rail crossing improvements at FEC/BCR tracks are shown on the concept design as by others.
- The potential location for a future BCR Station crosswalk is shown on the concept design at SW 1<sup>st</sup> Avenue. Please note that future BCR Station access design is underway by others.
- The project corridor has been identified by Broward County Transit (BCT) as a potential future light rail transit (LRT) corridor between Andrews Avenue and US-1. A total of 22 feet of cross section width is recommended for two through travel lanes in each direction east of Andrews Avenue to accommodate potential future in-street running LRT in one lane per direction without requiring reconstruction of the curb-and-gutter system. Please note that the LRT alignment is still in the planning stage and could change in the future.
- Lane deflection will be introduced for eastbound and westbound SE 17<sup>th</sup> Street traffic at the US-1 intersection due to the west side median width narrowing and shifting existing travel lanes toward the center to accommodate designated bicycle lanes on SE 17<sup>th</sup> Street west of US-1. The concept design team has calculated that lane deflection angles through the US-1 intersection to accommodate the proposed design are within standards published in the FDM Chapter 212.
- Stamped asphalt at raised intersections
- Do not remove trees
- Bus shelters

## SECTION II: SCOPE OF DESIGN SERVICES

Consultant shall develop construction plans and specification for street improvements along SW/SE 17<sup>th</sup> Street between SW 9<sup>th</sup> Avenue and US1 in the City of Fort Lauderdale.

All survey, plans, and specifications documents shall be performed and prepared to meet City of Fort Lauderdale standards and guidelines. Coordination will be required with Broward County for traffic control devices and with FDOT for improvements at the intersection of US1. The consultant shall furnish all services required for the design scope outlined below within 15 months from notice to proceed.

### SURVEY/ROW:

1. Full topographic survey to complete the requested design as shown in attached concept plans.
2. Full topographic survey to complete requested street design, associated drainage system, all and utilities within right-of-way. Surveyor shall review the need to collect survey data beyond the right-of-way lines to create tie-in with design to meet the design needs of the concept plans.
3. Right-of-way mapping to confirm the right-of-way for all project limits.

### DESIGN:

All design will be constrained to the existing rights-of-way for SW/SE 17<sup>th</sup> Street. No new rights-of-way will be available for these improvements.

1. Street Design. Street Design plans for the entire corridor from SW 9<sup>th</sup> Avenue to US1 to include all the elements included in SECTION I: CONCEPT DESIGN to include lane narrowing, lane repurposing, raised intersections, raised crosswalks, turn lane extension, median modifications, reduction of curb return radii, raised separated bike lanes, pedestrian refuge design and redesign of street geometry as shown in concept plans. All turn lanes and inside lanes shall be 10-feet wide while the outside lane (bus lane) will be 11-feet wide.
2. Drainage Design. Drainage design plans to include the evaluation of existing infrastructure to support the concept design and design of new/modified drainage system to meet the stormwater requirements of the City of Fort Lauderdale. Use of green infrastructure and rain gardens to support/supplement the drainage system are encouraged.
3. Signing and Marking Design. Signing and marking plans will be completed to support the narrow lanes, new bike facilities, and intersection configurations as shown in the concept plans to include but not be limited to new high-viability crosswalks, green bike lane markings, bike box markings, raised intersection markings and well as all lane markings. Plans will be completed to meet the Broward County Signing and Marking requirements as well as the MUTCD. All appropriate signing shall be included in this plan set to meet MUTCD/Broward County requirements.
4. Traffic Engineering. Design shall include the upgrade of all signalized intersections to new mast arm signals per Broward County standards. Signal shall include countdown pedestrian signals, audible "wait" message and Leading Pedestrian Interval phase. New RRFBs are proposed at SW 3<sup>rd</sup> Avenue, SW 1<sup>st</sup> Avenue, SE 1<sup>st</sup> Avenue, and SE 4<sup>th</sup> Avenue. Each RRFB will be designed to meet the latest standards to include RRFB infrastructure on each side of the street and the median facing in the direction of travel. Design includes technical warrant analysis needed to justify new crosswalk infrastructure.
5. Lighting Design. A full photometric analysis will be completed to design roadway lighting system appropriate for the context of each segment to meet the latest FDOT Lighting Design Standards.

This analysis will include considerations of meeting the necessary lighting levels per FDOT for all areas of travel including roadway, sidewalks, and bike lanes. No pedestrian level lighting is proposed at this time. Lighting fixture, mast arm, and pole type will be selected and approved by the City of Fort Lauderdale. Additional lighting for crosswalks shall be design per FDOT design requirements.

6. Landscape Design. Landscaping and irrigation on SW/SE 17<sup>th</sup> Street to provide shade, beautification, and erosion protection to the corridor. Protection of all existing trees on corridor is desired. Consistent shade trees between the bike lanes and sidewalk as well as the medians. Groundcover between trees shall be low maintenance. Design should consider tree type and multiuse path/sidewalk foundation design to accommodate tree root systems and reduce sidewalk maintenance. Tree types and landscape materials shall be coordinated with the City of Fort Lauderdale Urban Forester for approval.
7. Transit Infrastructure. New Bus Pad with BCT Shelters at the locations identified in the concept plans. BCT Shelters will be provided by Broward County Transit. Bus Pad design will meet the Broward County Transit detail and provide electrical connection for any lighting needs.
8. Utility Coordination. A full utility coordination will be required for the final design of this corridor. Plans to include the utility contacts for each owner, location of existing facilities in the plans, and any relocations/adjustments needed for final design. Utility borings may be needed to verify locations of existing utilities.
9. Consultant shall coordinate and schedule pre-application meetings with applicable permitting agencies to ensure that the proposed design complies with applicable regulations, codes and standards including City's own codes and ordinances. Permitting services shall also include completion of permit applications, forms, addressing comments, and updating plans and specification as necessary to secure the required permits. All permits shall be acquired by the consultant as needed. Consultant shall acquire all necessary permitting for approval of design within Broward County rights-of-way.
10. Exceptions:
  - Crossing of Florida East Coast Railway (FEC) is to be excluded from this design. FEC has improvements to be completed before this construction which will be protected in place during construction of roadway improvements. Any railroad safety improvements (within city rights-of-way) modified during this design project will need to be replaced or brought up to a higher standard during design.
11. Allowance: If needed, traffic analysis may be required by Broward County traffic engineering to meet the reviews of lane configurations for intersection design. The consultant will determine the needed analysis through coordination with City and County engineering departments.

#### PUBLIC INVOLVEMENT:

1. Public Involvement will include one public meetings at 30% design phase. Public meeting will require presentation boards of typical sections and project schedule, and one roll plot of project area to clearly show the new improvements proposed in a color-coded display. Consultant will create a meeting notification flyer for this event in PDF and postcard format.
2. One Commission presentation to the City of Fort Lauderdale at the end of the project design phase to include the proposed improvements, schedule, and summary of public meeting.

## PROJECT COORDINATION:

Constant coordination between design consultant, MTECC Program Management Team, City of Fort Lauderdale, and BMPO Coordinator to deliver the project scope, meet all grant requirements, and make the milestone submittals on schedule. Additionally, coordination with Broward County permitting, Florida Power and Light, and other private developers as required.

- Finalize Design Scope- 1 hour
- Kick-off Meeting- 1 hour
- Bi-Weekly Coordination Meetings- 15M x 2 Meetings – 1 hour
- Design Review Meetings- 3 review submittals X 2 meetings X 1 hour
- Public Meeting Prep Meetings- 2 meetings x 1 hour
- BMPO Grant Coordination Meetings- 5 meetings X 1 hour
- Broward County Permitting Meetings – 2 meetings X 1 hour

## SUBMITTALS:

- Consultant will be responsible for 30% plan submittal, 60% plan submittal, 100% plan submittal, and sealed/Final engineering documents.
- Cost estimates for 30%, 60%, 100%, and Final to include the latest historical bid item data available, construction inspection, permitting, and other construction costs.
- Project Specifications for 100% and Final. Project specifications must meet the intent of the federal grant.

## SECTION III: RESPONSE REQUIREMENTS

- Plans should be submitted on 11x17 hard copy and digital PDF.
- Request for proprietary products, if applicable should be submitted to the MTECC for review and approval before incorporating them in design plans.
- Engineer may consider bid alternates to maximize funding and protect City from cost prohibitive construction bidding. If the Agency chooses to use bid alternates, the bid alternate specs must be included in the specifications package and be a part of the plans and estimate.
- Design consultant shall be familiar with the project budget and year programmed for construction, and partner with MTECC and the City to design the project within budget.

# Exhibit “B” – Project Milestones

## SW/SE 17<sup>th</sup> Street Mobility Hub

(Calendar Year)

Engineering Design Consultant

Selected Engineering Design Notice to Proceed 30% Design Submittal Q1 2025

60% Design Submittal Q2 2025

100% Design Submittal Q4 2025

Final Sealed Documents Submittal Q1 2026

Permits Acquired (Broward County) Q2 2026

Procure CEI consultant Q3 2026

Procure Construction Contractor Q4 2026

Contractor Notice to Proceed Q1 2027

Substantially Complete Q2 2027

Construction Complete Q3 2027

Project Closeout Q4 2028

Q1 2029

Q2 2029

**CERTIFICATE OF COVERAGE**

**Certificate Holder**

Broward Metropolitan Planning Organization  
 100 West Cypress Creek Road, Ste 650  
 Fort Lauderdale, FL 33309

**Administrator**

Florida League of Cities, Inc.  
 Department of Insurance Services  
 P.O. Box 538135  
 Orlando, Florida 32853-8135

Issue Date 11/26/24

**COVERAGES**

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

**FLORIDA MUNICIPAL INSURANCE TRUST**

**AGREEMENT NUMBER:** FMIT 1316

**COVERAGE PERIOD:** FROM 10/1/24

**COVERAGE PERIOD:** TO 10/1/25 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

**Limits of Liability**

\* Combined Single Limit  
 Deductible N/A

**Automobile Liability**

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

**Limits of Liability**

**TYPE OF COVERAGE - PROPERTY**

- Buildings**
  - Basic Form
  - Special Form
- Personal Property**
  - Basic Form
  - Special Form
- Agreed Amount
- Deductible \$1,000
- Coinsurance 100%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

**Miscellaneous**

- Inland Marine
- Electronic Data Processing
- Bond

**Limits of Liability on File with Administrator**

**TYPE OF COVERAGE - WORKERS' COMPENSATION**

- Statutory Workers' Compensation
- Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 By Disease
  - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

**Automobile/Equipment - Deductible**

- Physical Damage
  - NA - Comprehensive - Auto
  - NA - Collision - Auto
  - Per Schedule - Miscellaneous Equipment

**Other**

\* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$3,000,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special Items**

RE: Coverage Verification

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**Designated Member**

Broward Metropolitan Planning Organization  
 100 West Cypress Creek Road Suite 650  
 Fort Lauderdale FL 33309

**Cancellations**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

CAM #24-1014

Exhibit 1

# Exhibit "D" – Project Budget

**Project Budget**  
**(BASED ON CONCEPT DESIGN PLAN - JUNE 2024)**  
**Project Number: FM4334282**  
**Project Title: 17th STREET MOBILITY HUB FORT LAUDERDALE**  
**Date: October 2024**

| PAY ITEM NO.                 | PAY ITEM DESCRIPTION   | QUANTITY | UNIT | UNIT COST    | TOTAL COST            |
|------------------------------|--|----------|------|--------------|-----------------------|
| 0110 1 1                     | CLEARING & GRUBBING  | 1.3      | AC   | \$ 33,000.00 | \$42,900.00           |
| 0110 2 2                     | SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN  | 1        | AC   | \$ 19,614.00 | \$19,614.00           |
| 0110 23                      | TREE RELOCATION  | 30       | EA   | \$ 1,229.00  | \$36,870.00           |
| 0110 4 10                    | REMOVAL OF EXISTING CONCRETE   | 819      | SY   | \$ 25.00     | \$20,475.00           |
| 0327 70 1                    | MILLING EXISTING ASPHALT PAVEMENT, 1-1/4" AVG DEPTH  | 27000    | SY   | \$ 3.50      | \$94,500.00           |
| 0334 1 13                    | SUPERPAVE ASPHALTIC CONC, TRAFFIC C  | 3100     | TN   | \$ 142.64    | \$442,184.00          |
| 0337 7 82                    | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22  | 1500     | TN   | \$ 186.00    | \$279,000.00          |
| 0581 1 2                     | RELOCATE TREES AND PALMS, PALM, >=14' OF CLEAR TRUNK   | 6        | EA   | \$ 4,180.00  | \$25,080.00           |
| 0520 1 10                    | CONCRETE CURB & GUTTER, TYPE F   | 500      | LF   | \$ 33.00     | \$16,500.00           |
| 0520 2 4                     | CONCRETE CURB, TYPE D  | 2000     | LF   | \$ 30.00     | \$60,000.00           |
| 0522 2                       | CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK  | 3000     | SY   | \$ 77.98     | \$233,940.00          |
| 0522 4                       | BUS SHELTER PAD- COMPLETE IN PLACE   | 7        | EA   | \$ 6,000.00  | \$42,000.00           |
| 0527 2                       | DETECTABLE WARNINGS  | 520      | SF   | \$ 46.00     | \$23,920.00           |
| 0700 1 11                    | SINGLE POST SIGN UPTO 12 SF  | 18       | EA   | \$ 476.00    | \$8,568.00            |
| 0654 2 21                    | MIDBLOCK CROSSWALK: RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR, COMPLETE SIGN ASSEMBLY- SINGLE DIRECTION (ONE-UNIT) | 12       | AS   | \$ 15,000.00 | \$180,000.00          |
| 0705 11 1                    | DELINEATOR, FLEXIBLE TUBULAR   | 50       | EA   | \$ 100.00    | \$5,000.00            |
| 0711 11 123                  | 12" WHITE, THERMO  | 1878     | LF   | \$ 2.70      | \$5,070.60            |
| 0711 14 125                  | 24" WHITE, PREFORMED THERMO  | 490      | LF   | \$ 17.15     | \$8,403.50            |
| 0711 14 170                  | WHITE, PREFORMED ARROW   | 25       | EA   | \$ 216.00    | \$5,400.00            |
| 0711 16101                   | THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"   | 4        | GM   | \$ 5,442.40  | \$21,769.60           |
| 0711 16102                   | THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"  | 2        | GM   | \$ 7,840.00  | \$15,680.00           |
| 0710 11 241                  | 6" YELLOW, 6'-10' SKIP   | 2        | GM   | \$ 2,000.00  | \$4,000.00            |
| 920714100                    | GREEN COLORED PAVEMENT MARKINGS, BIKE LANE   | 13740    | SF   | \$ 10.00     | \$137,400.00          |
|                              | IRRIGATION for LANDSCAPING   | 1        | LS   | \$ 72,500.00 | \$72,500.00           |
|                              | LANDSCAPING- TREES   | 100      | EA   | \$ 250.00    | \$25,000.00           |
|                              | NEW ROADWAY LIGHTING (PER LOCATION, COMPLETE ASSEMBLY)   | 66       | EA   | \$ 18,000.00 | \$1,188,000.00        |
| <b>SUBTOTAL ITEMS</b>        |  |          |      |              | <b>\$3,013,774.70</b> |
| 0101 1                       | MOBILIZATION (6%)  |          |      |              | \$180,826.48          |
| 0102 1                       | MAINTENANCE OF TRAFFIC (MOT) (10%)   |          |      |              | \$301,377.47          |
|                              | PROJECT UNKNOWN/ESCALATION (15%)   |          |      |              | \$602,754.94          |
| <b>CONSTRUCTION SUBTOTAL</b> |  |          |      |              | <b>\$4,098,733.59</b> |
|                              | MTECC PROGRAM MANAGEMENT (8%)  |          |      |              | \$327,898.69          |
|                              | ENGINEERING DESIGN (12%)   |          |      |              | \$491,848.03          |
|                              | CONSTRUCTION ENGINEERING & INSPECTION (CEI) (8%)   |          |      |              | \$327,898.69          |
| <b>TOTAL</b>                 |  |          |      |              | <b>\$5,246,379.00</b> |
| <b>BID OPTION: (Note)</b>    |  |          |      |              |                       |
|                              | TRAFFIC SIGNALIZATION UPGRADE TO MAST ARMS (SE 3RD AVENUE)   |          | LS   |              | \$778,811.00          |
|                              | TRAFFIC SIGNALIZATION UPGRADE TO MAST ARMS (ANDREWS AVENUE)  |          | LS   |              | \$778,810.00          |
| <b>PROJECT TOTAL</b>         |  |          |      |              | <b>\$6,804,000.00</b> |

Note: Coordination with Broward County on the three signalized intersections- SW 4th Ave, Andrews Ave, SE 3rd Ave - assumes part Grant Funding

# Exhibit "E" – Grant Agreement

# DOT

# FTA

U.S. Department of Transportation

Federal Transit Administration

## Award

|   |   |
|---|---|
| <b>Federal Award Identification Number (FAIN)</b> | FL-2020-012-01  |
| <b>Temporary Application Number</b>               | 7106-2019-1   |
| <b>Award Name</b>                                 | 5307 FHWA SU Flex Capital; Transit Mobility Hubs; Broward MPO, Miami FL UZA |
| <b>Award Status</b>                               | Active (Executed)   |
| <b>Award Budget Number</b>                        | 0   |

|  |           |               |                |
|--|-----------|---------------|----------------|
| <b>Period of Performance Start Date</b>        | 2/12/2020 |               |                |
| <b>Original Period of Performance End Date</b> | 3/30/2025 |               |                |
| <b>Current Period of Performance End Date</b>  | 3/30/2036 | Revision #: 1 | Approved?: Yes |

### Part 1: Recipient Information

**Name: Broward Metropolitan Planning Organization**

| Recipient ID | Recipient OST Type  | Recipient Alias                            | UEI          | DUNS      |
|--------------|---------------------|--|--------------|-----------|
| 7106         | Planning Commission | BROWARD METROPOLITAN PLANNING ORGANIZATION | L9D2JZDVN3Z3 | 831340828 |

| Location Type    | Address                     | City            | State | Zip   |
|------------------|-----------------------------|-----------------|-------|-------|
| Mailing Address  | 100 WEST CYPRESS CREEK ROAD | FORT LAUDERDALE | FL    | 33309 |
| Physical Address | 100 W CYPRESS CREEK RD      | FORT LAUDERDALE | FL    | 33309 |

### Union Information

There are no union contacts for this application

### Part 2: Award Information



**Title: 5307 FHWA SU Flex Capital; Transit Mobility Hubs; Broward MPO, Miami FL UZA**

| FAIN           | Award Status      | Award Type | Application Cost Center | Date Created | Last Updated Date | From TEAM? |
|----------------|-------------------|------------|-------------------------|--------------|-------------------|------------|
| FL-2020-012-01 | Active (Executed) | Grant      | Region 4                | 6/13/2022    | 6/13/2022         | No         |

**Award Executive Summary**

In the initial application, a portion of the FY 2019 Flex funds, \$1,000,000, was obligated. The total FY 2019 amount Flexed was \$6,624,000, and this Amendment #1 proposes to obligate the remaining balance of \$5,624,000.

This Amendment #1 application also proposes to obligate FY 2021 Flex funds in the amount of \$4,560,000.

**Amendment #1:**

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

**FY 2019 Flex:**

Pembroke Pines Mobility Hub:

FY 2019 Flex Amount \$2,624,000 / TDC Soft Match Amount: \$656,000

17th Street Mobility Hub (portion):

FY 2019 FTA Flex \$3,000,000 / TDC Soft Match Amount \$750,000

Total for FY 2019 Flex: \$5,624,000 / TDC Soft Match Amount \$1,406,000

**FY 2021 Flex:**

17th Street Hub (portion):

FY 2021 Flex Amount: \$4,560,000 / TDC Soft Match Amount: \$1,140,000

Total FY 2019 Flex \$5,624,000 + FY 2021 Flex \$4,560,000 = \$10,184,000

Total Non-Federal Share TDC Soft Match: \$2,546,000 (See Attached FDOT TDC Letter.)

**Original Application:**

Federal Dollars = FY 2019 Flex funds, \$1,000,000

TDC's = \$250,000

**Total Project Cost With Amendment #1 + Original Application values:**

Federal Dollars: \$10,184,000 + \$1,000,000 = \$11,184,000

TDC's: \$2,546,000 + \$250,000 = \$2,796,000

Broward MPO is a direct recipient, and the cities of Pembroke Pines and Fort Lauderdale will implement the respective Mobility Hubs. The area funds were apportioned to the Miami UZA.

Broward MPO will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). Broward MPO will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in FTA-funded projects are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in

FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of requirements may apply.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The following documents are attached to the application:

UPWP FY24-26, Page 58

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334283 (17th Street Mobility Hub)

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334294 (Pembroke Pines Mobility Hub)

FY19 Transfer Form 1576

FY21 Transfer Form 1576

Application Executive Summary

In the initial application, a portion of the FY 2019 Flex funds, \$1,000,000, was obligated. The total FY 2019 amount Flexed was \$6,624,000, and this Amendment #1 proposes to obligate the remaining balance of \$5,624,000.

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FY 2021 Flex:

17th Street Hub (portion):

FY 2021 Flex Amount: \$4,560,000 / TDC Soft Match Amount: \$1,140,000

Total FY 2019 Flex \$5,624,000 + FY 2021 Flex \$4,560,000 = \$10,184,000

Total Non-Federal Share TDC Soft Match: \$2,546,000 (See Attached FDOT TDC Letter.)

Original Application:

Federal Dollars = FY 2019 Flex funds, \$1,000,000

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Total Project Cost With Amendment #1 + Original Application values:

Federal Dollars: \$10,184,000 + \$1,000,000 = \$11,184,000

TDC's: \$2,546,000 + \$250,000 = \$2,796,000

Broward MPO is a direct recipient, and the cities of Pembroke Pines and Fort Lauderdale will implement the respective Mobility Hubs. The area funds were apportioned to the Miami UZA.

Broward MPO will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). Broward MPO will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in FTA-funded projects are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of requirements may apply.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The following documents are attached to the application:

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FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334283 (17th Street Mobility Hub)

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334294 (Pembroke Pines Mobility Hub)

FY19 Transfer Form 1576

FY21 Transfer Form 1576

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#### Original Award Executive Summary

This is a FY 2019 FHWA Transfer to Section 5307 Urbanized Area Formula Grants (flex) application in the amount of \$6,624,000. The application is for Mobility Hub capital improvements (e.g. multimodal / pedestrian facilities and transit information / wayfinding in support of transit services) throughout Broward County. This application intends to make use of \$1,000,000 out of the \$6,624,000 flex funds. Broward MPO is a direct recipient. The area funds apportioned to Miami UZA.

Broward MPO acknowledges that it will use consultants / 3rd-party contractors to perform stated work / tasks and will comply with the following:

- a. The Grantee or Sub-grantee (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance); and
- b. The Grantee or Sub-grantee (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

The 2035 LRTP developed the concept of a Mobility Hub as a transit access point with frequent transit service, high development potential, and a critical point for trip generation or transfers within the transit system. Mobility Hubs aim to seamlessly integrate different modes of transportation (walking, bicycling, transit and automobiles) with investments in infrastructure that maximize first and last mile connectivity. The capital improvement projects in this application are the recommendations resulting from Mobility Hub Master Plans and focus on pedestrian and bicycle connections, secure and comfortable places to wait for transit, and safe and easy transfers between routes.

The project ALIs are below:

#### Hollywood/SR7 Mobility Hub Capital Improvements (Design)

This ALI covers the design of the priority recommendations from the Hollywood Boulevard / State Road 7 (SR7) Mobility Hub Plan (completed in January 2018). These recommendations are a combination of

mobility, safety, and transit elements to improve the safety, connectivity, and quality of service for the transit rider.

#### Hollywood/SR7 Mobility Hub Capital Improvements (Construction)

This ALI covers the construction of the improvements along SR7 extending north and south, and on Hollywood Boulevard extending east and west of the intersection. Improvements will include bus shelters, pedestrian-scale lighting, pedestrian and bicycle connections to the neighborhoods, and other transit passenger amenities, in coordination with other planned investments such as FDOT's linear park on the east side of SR7 north of Hollywood Boulevard.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The total application costs are as follows:

Federal: \$1,000,000 (Breakdown below)  
\$1,000,000 from FM 433429-2

TDC: \$250,000 (Breakdown below)  
\$250,000 from FM 433429-2

The following documents are attached to the application:

LRTP (7106-2016-3-P1 - Program Plan - Long Range Plan.pdf) - this document is applicable to all project activity line items.

UPWP (UPWP 2018\_2020 pages 91-94.pdf.pdf) - This document is applicable to all project activity line items.

TIP FY 19/23 Page 15-2-5 - (TIP FY 19-23 4334292.pdf)

FHWA Form 1576 / Transfer (signed) - This document applies to all project line items.

TDC FM 433429-2 ( 1TRC FM 433429-2 \$250,000.pdf) This TDC refers to the following project(s); Hollywood/SR7 Mobility Hub Capital Improvements

Section 106 Grantee Checklist - Hollywood Mobility Hub - (Sec 106 Grantee Checklist\_External-Hollywood Mobility Hub.pdf)

Hollywood NEPA Pre-Questionnaire Document - (Hollywood NEPA Document Final.pdf)

Categorical Exclusion #C5 Email - (RE\_ BMPO - Grant #7106-2019-1 - environmental considerations.pdf)

STIP FY 2010 - (2019-1101\_FDOT STIP Documentation.pdf) - This STIP is for Hollywood/SR7 Mobility Hub Capital Improvements.

#### **Frequency of Milestone Progress Reports (MPR)**

Quarterly

#### **Frequency of Federal Financial Reports (FFR)**

Quarterly

#### **Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

#### **Pre-Award Authority**

This award is using Pre-Award Authority.

**Does this application include suballocation funds?**

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**

This award does not include an indirect cost rate.

*Indirect Rate Details: N/A*

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

## **Award Description**

**Purpose**

Amendment #1:

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

**Pembroke Pines Mobility Hub Capital Improvements**

The purpose of the Pembroke Pines Mobility Hub project priorities are strategically directed towards enhancing multimodal transportation, safety, and placemaking initiatives. These efforts will be concentrated along Pines Boulevard, west of Palm / NW 101st Avenue, and will extend to specific Community Shuttle Bus stop locations situated within the City Center, as well as those along Washington Avenue. A notable feature of these projects includes the installation of transit shelters at select Broward County Transit (BCT) fixed-route transit stops, particularly at the junctions of Pines Boulevard with NW 103rd and NW 106th Avenues. Additionally, priority has been given to the development of similar structures at highly-used Community Shuttle Bus stops. The design and placement of these transit shelters will form part of a broader scheme of correlated investments. These investments aim to advance intersection upgrades, thus increasing safety for pedestrians and bicyclists and enhancing sidewalk networks for improved connectivity and compliance with the Americans with Disabilities Act (ADA) standards. Overall, these projects are aligned with the City of Pembroke Pines's commitment to a safer and more comfortable transit environment for its residents and visitors.

**17th Street Mobility Hub Capital Improvements**

The purpose of the SW/SE 17th Street Mobility Hub for the segment of SW/SE 17th St, from SW 9th Avenue to US-1, is to provide safe and comfortable bicycle and pedestrian facilities connecting to existing and future public transportation, residential areas, a school, a park, a hospital, and businesses. Implement vertically separated raised bike lanes on each side of the road with a landscape strip separating the bike lanes and the sidewalk to provide a buffer between travel modes and an opportunity for planting shade trees. Construct a raised pedestrian crosswalk at SE 4th Ave and three raised intersections at SW 6th Ave, SW 3rd Ave, and SE 1st Ave that will serve as traffic calming measures for motorists and safety and accessibility measures for pedestrians. The project will also provide additional transit amenities like enhanced bus shelters.

**Broward MPO Mobility Hub Program Goals and Objectives:**

Enhanced bicycle and pedestrian safety and eliminate fatalities and serious injuries.

Increase Walkability and Accessibility, i.e., comfort, ease of use, and ADA compliance.

Promote higher rates of walking and bicycling from local, daily-use roadway users in direct replacement of driving. Convert daily traffic into non-motorized transportation users.

Increased Connectivity from residential areas, businesses, and schools to public transportation.

Placemaking and Wayfinding Initiatives.

**Activities to be performed:**

Amendment #1:

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

**Pembroke Pines Mobility Hub Capital Improvements**

This project will advance the priority recommendations from the Pembroke Pines Mobility Master Hub Plan (completed in August 2020) into design and construction. These recommendations combine multimodal and transit infrastructure investments to improve mobility, connectivity, safety, and quality of service for the transit rider. The improvements along Pines Boulevard at NW 103rd and NW 106th Avenues intersections will include bus shelters, bus pull-ins, other transit passenger amenities, and enhanced pedestrian crosswalks and bicycle lanes. Drainage improvements will also occur at each NW 103rd and NW 106th Avenue bus stop. The improvements at City Center Park, Charles F. Dodge City Center, and Memorial Park will include bus shelters and other transit passenger amenities to support the City's Community Shuttle and BCT fixed route service. Functional Landscaping (see definition below). The new multi-use path on Washington Street with lighting, additional sidewalks, and the installation of bike lanes and sharrows throughout the City Center will support a network of bicycle and pedestrian connections to the City's Community Shuttle and the BCT transit stops on Pines Boulevard.

**17th Street Mobility Hub Capital Improvements**

This project will advance the priority recommendations from the Mobility Hub at SW/SE 17th Street Concept Development Plan to include the following. Raised bike lanes on each side of the road. Raised intersections at strategic locations to enhance visibility and prioritize pedestrian safety by reducing the risk of conflicts with vehicular traffic. Raised crosswalks at strategic locations to enhance visibility and prioritize pedestrian safety by reducing the risk of conflicts with vehicular traffic. Incorporate Rectangular Rapid Flashing Beacons (RRFB) at crosswalks to enhance pedestrian visibility and safety during crossings. Filling sidewalk gaps. Landscape buffers between modes of travel. Functional Landscaping (see definition below). Installation of enhanced bus stops and amenities. Site furnishings. Lighting for safety and visibility at nighttime. Wayfinding (comprehensive signage). Complete Streets Amenities. Median reconfiguration at strategic locations to facilitate safe left turn movements or to prevent illegal left turn movements. Extend medians to provide refuge areas for pedestrians. Installing sharrows for the slower speed segment with tighter right of way.

Functional Landscaping for these FTA-funded projects shall not be for aesthetic purposes. Functional Landscaping for these FTA-funded projects shall be limited to plant materials used to aid in the absorption or drainage of stormwater, prevention of erosion, support of structures on a steep grade, minimization of noise impacts, protection of habitat, shade trees near passenger walkways and stops, dense shrubs for the channeling of pedestrians or vehicle traffic.

**Expected outcomes:**

Amendment #1:

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

Provide safe and comfortable first- and last-mile transportation improvements, including bicycle and pedestrian facilities that connect to existing and future public transportation and improve job access.

**Intended beneficiaries:**

Amendment #1:

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds. Residents, commuters, businesses, employees, and visitors to the region use various multimodal transportation options.

**Subrecipient Activities:**

Amendment #1:

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

The City of Pembroke Pines will implement improvements for the Pembroke Pines Mobility Hub.  
 The City of Fort Lauderdale will implement improvements for the Mobility Hub at SW/SE 17th Street.

### Award Point of Contact Information

| First Name | Last Name | Title                  | E-mail Address         | Phone          |
|------------|-----------|------------------------|------------------------|----------------|
|            |           | amanda.reuning@dot.gov | General Engineer       |                |
|            |           | aries.little@dot.gov   | Community Planner      |                |
| Andrew     | Riddle    | Project Coordinator    | riddlea@browardmpo.org | (954) 876-0067 |

### Award Budget Control Totals

| Funding Source                                      | Section of Statute | CFDA Number | Amount              |
|---|--------------------|-------------|---------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$11,184,000        |
| Local   |                    |             | \$0                 |
| Local/In-Kind                                       |                    |             | \$0                 |
| State   |                    |             | \$0                 |
| State/In-Kind                                       |                    |             | \$0                 |
| Other Federal                                       |                    |             | \$0                 |
| Transportation Development Credit                   |                    |             | \$2,796,000         |
| Adjustment  |                    |             | \$0                 |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$11,184,000</b> |

### Award Budget

| Project Number    | Budget Item  | FTA Amount     | Non-FTA Amount | Total Eligible Amount | Quantity |
|-------------------|--|----------------|----------------|-----------------------|----------|
| FL-2020-012-01-01 | 117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)                                    | \$2,461,300.00 | \$0.00         | \$2,461,300.00        | 7        |
| FL-2020-012-01-01 | 11.71.04 CONSTRUCTION MANAGEMENT - 3RD PARTY CEI Pembroke Pines Mobility Hub | \$200,000.00   | \$0.00         | \$200,000.00          | 1        |
| FL-2020-012-01-01 | 11.71.04 CONSTRUCTION MANAGEMENT - 3RD PARTY CEI 17th Street Mobility Hub    | \$378,000.00   | \$0.00         | \$378,000.00          | 1        |

|                   |                    |          |   |                |        |                |    |
|-------------------|--------------------|----------|---|----------------|--------|----------------|----|
| FL-2020-012-01-01 |                    | 11.72.11 | FORCE<br>ACCOUNT -<br>OTHER   | \$100,000.00   | \$0.00 | \$100,000.00   | 1  |
| FL-2020-012-01-01 |                    | 11.72.11 | FORCE<br>ACCOUNT -<br>OTHER<br>Pembroke Pines<br>Mobility Hub   | \$262,400.00   | \$0.00 | \$262,400.00   | 1  |
| FL-2020-012-01-01 |                    | 11.72.11 | FORCE<br>ACCOUNT -<br>OTHER<br>17th<br>Street<br>Mobility<br>Hub  | \$756,000.00   | \$0.00 | \$756,000.00   | 1  |
| FL-2020-012-01-01 |                    | 11.75.95 | RIGHT-OF-WAY<br>UTILITY<br>RELOCATION<br>Pembroke Pines<br>Mobility Hub                                     | \$8,900.00     | \$0.00 | \$8,900.00     | 1  |
| FL-2020-012-01-01 |                    | 11.75.95 | RIGHT-OF-WAY<br>UTILITY<br>RELOCATION -<br>17th Street<br>Mobility Hub                                      | \$756,000.00   | \$0.00 | \$756,000.00   | 1  |
| FL-2020-012-01-01 | 119-00<br>(119-A1) |          | Bus Associated Transit<br>Improvements  | \$8,722,700.00 | \$0.00 | \$8,722,700.00 | 16 |
| FL-2020-012-01-01 |                    | 11.91.05 | ENG/DESIGN<br>PED ACCESS /<br>WALKWAYS  | \$100,000.00   | \$0.00 | \$100,000.00   | 1  |
| FL-2020-012-01-01 |                    | 11.91.05 | ENG/DESIGN<br>PED ACCESS /<br>WALKWAYS<br>Pembroke Pines<br>Mobility Hub                                    | \$195,700.00   | \$0.00 | \$195,700.00   | 1  |
| FL-2020-012-01-01 |                    | 11.91.05 | ENG/DESIGN<br>PED ACCESS /<br>WALKWAYS -<br>17th Street<br>Mobility Hub                                     | \$1,512,000.00 | \$0.00 | \$1,512,000.00 | 1  |
| FL-2020-012-01-01 |                    | 11.93.02 | CONSTRUCTION<br>- BUS<br>SHELTERS   | \$200,000.00   | \$0.00 | \$200,000.00   | 4  |
| FL-2020-012-01-01 |                    | 11.93.02 | CONSTRUCTION<br>- Bus Shelters,<br>Bus Bays, ADA<br>Compliant Bus<br>Pads Pembroke<br>Pines Mobility<br>Hub | \$505,000.00   | \$0.00 | \$505,000.00   | 3  |



|                   |          |  |                |        |                |   |
|-------------------|----------|--|----------------|--------|----------------|---|
| FL-2020-012-01-01 | 11.93.02 | CONSTRUCTION<br>- Bus Shelters,<br>Bus Bays, ADA<br>Compliant Bus<br>Pads - 17th<br>Street Mobility<br>Hub                                       | \$378,000.00   | \$0.00 | \$378,000.00   | 3 |
| FL-2020-012-01-01 | 11.93.05 | CONSTRUCT<br>PED ACCESS /<br>WALKWAYS  | \$600,000.00   | \$0.00 | \$600,000.00   | 1 |
| FL-2020-012-01-01 | 11.93.05 | Construction of<br>Hardscape- Path,<br>Sidewalk, ADA,<br>Bike Markings,<br>Signage,<br>Functional<br>Landscape<br>Pembroke Pines<br>Mobility Hub | \$1,452,000.00 | \$0.00 | \$1,452,000.00 | 1 |
| FL-2020-012-01-01 | 11.93.05 | Construction of<br>Hardscape- Path,<br>Sidewalk, ADA,<br>Bike Markings,<br>Signage,<br>Functional<br>Landscape 17th<br>Street Mobility<br>Hub    | \$3,780,000.00 | \$0.00 | \$3,780,000.00 | 1 |

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

| PO Number   | Project Number    | Scope Name                          | Scope Number | Scope Suffix | UZA Code | Area Name                 | Account Class Code | FPC | Description                 | Amendment Amount | Cumulative Amount |
|-------------|-------------------|-------------------------------------|--------------|--------------|----------|---------------------------|--------------------|-----|-----------------------------|------------------|-------------------|
| FL-95-X 169 | FL-2020-012-01-01 | OTHER CAPITAL ITEMS (BUS)           | 117-00 (117) | A2           | 120180   | Miami-Fort Lauderdale, FL | 2019.45.95.SX.2    | 00  | FHWA flex trf to 5307 - STP | \$0              | \$100,000         |
| FL-95-X 169 | FL-2020-012-01-01 | Bus Associated Transit Improvements | 119-00 (119) | A1           | 120180   | Miami-Fort Lauderdale, FL | 2019.45.95.SX.2    | 00  | FHWA flex trf to 5307 - STP | \$0              | \$900,000         |
| FL-95-X 169 | FL-2020-012-01-01 | Bus Associated Transit Improvements | 119-00 (119) | A1           | 120180   | Miami-Fort Lauderdale, FL | 2020.45.95.SX.2    | 00  | FHWA flex trf to 5307 - STP | \$5,624,000      | \$5,624,000       |
| FL-95-X 169 | FL-2020-012-01-01 | Bus Associated Transit Improvements | 119-00 (119) | A1           | 120180   | Miami-Fort Lauderdale, FL | 2021.45.95.SX.2    | 00  | FHWA flex trf to 5307 - STP | \$2,198,700      | \$2,198,700       |

|                |                           |                                     |                    |            |   |                     |    |                                    |             |             |
|----------------|---------------------------|-------------------------------------|--------------------|------------|---|---------------------|----|------------------------------------|-------------|-------------|
| FL-95-X<br>169 | FL-2020-<br>012-01-0<br>1 | OTHER<br>CAPITA<br>L ITEMS<br>(BUS) | 117-00 (A2<br>117) | 1201<br>80 | uderdal<br>e, FL<br>Miami-<br>Fort La<br>uderdal<br>e, FL | 2021.45.9<br>5.SX.2 | 00 | FHWA flex trf<br>to 5307 - ST<br>P | \$2,361,300 | \$2,361,300 |
|----------------|---------------------------|-------------------------------------|--------------------|------------|---|---------------------|----|------------------------------------|-------------|-------------|

## Part 3: Project Information

### Project Title: Mobility Hubs Capital Improvements

| Project Number    | Temporary Project Number | Date Created | Start Date | End Date  |
|-------------------|--------------------------|--------------|------------|-----------|
| FL-2020-012-01-01 | 7106-2019-1-P1           | 6/13/2022    | 10/1/2018  | 3/30/2031 |

#### Project Description

Amendment #1: This application will add additional flex funds from FY2019 and FY2021 to support the capital costs for two additional mobility hubs (Pembroke Pines Mobility Hub and 17th Street Mobility Hub).

This project requests to obligate the remaining portion of the FY2019 FHWA flex STBG funds in the amount of \$5,624,000, of which \$1M was previously obligated. Thus, the newly obligated amount will be \$6,624,000 is for capital expenses. The nonfederal share is \$1,656,000 from the State of Florida's TDCs.

This project will also request to obligate the FY2021 FHWA flex STBG funds in the amount of \$4,560,000 for capital expenses. The nonfederal share is \$1,140,000 from the State of Florida's TDCs.

Total Project Cost With Amendment #1 + Original Application values:

Federal Dollars: \$10,184,000 + \$1,000,000 = \$11,184,000

TDC's: \$2,564,000 + \$250,000 = \$2,796,000

#### Original Application:

This is a FY 2019 FHWA Transfer to Section 5307 Urbanized Area Formula Grants (flex) application in the amount of \$6,624,000. The application is for Mobility Hub capital improvements (e.g. multimodal / pedestrian facilities and transit information / wayfinding in support of transit services) throughout Broward County. This application intends to make use of \$1,000,000 out of the \$6,624,000 flex funds. Broward MPO is a direct recipient.

The 2035 LRTP developed the concept of a Mobility Hub as a transit access point with frequent transit service, high development potential, and a critical point for trip generation or transfers within the transit system. Mobility Hubs aim to seamlessly integrate different modes of transportation (walking, bicycling, transit and automobiles) with investments in infrastructure that maximize first and last mile connectivity. The capital improvement projects in this application are the recommendations resulting from Mobility Hub Master Plans and focus on pedestrian and bicycle connections, secure and comfortable places to wait for transit, and safe and easy transfers between routes.

This project will advance the recommendations from Mobility Hub plans into the Design and Construction phase.

The project ALIs are below:

Hollywood/SR7 Mobility Hub Capital Improvements (Design)

This ALI covers the design of the priority recommendations from the Hollywood Boulevard / State Road

7 (SR7) Mobility Hub Plan (completed in January 2018). These recommendations are a combination of mobility, safety, and transit elements to improve the safety, connectivity, and quality of service for the transit rider.

#### Hollywood/SR7 Mobility Hub Capital Improvements (Construction)

This ALI covers the construction of the improvements along SR7 extending north and south, and on Hollywood Boulevard extending east and west of the intersection. Improvements will include bus shelters, pedestrian-scale lighting, pedestrian and bicycle connections to the neighborhoods, and other transit passenger amenities, in coordination with other planned investments such as FDOT's linear park on the east side of SR7 north of Hollywood Boulevard.

The total application costs are as follows:

Federal: \$1,000,000 (Breakdown below)  
\$1,000,000 from FM 433429-2

TDC: \$250,000 (Breakdown below)  
\$250,000 from FM 433429-2

The following documents are attached to the application:

LRTP (7106-2016-3-P1 - Program Plan - Long Range Plan.pdf) - this document is applicable to all project activity line items.

UPWP (UPWP 2018\_2020 pages 91-94pdf.pdf) - This document is applicable to all project activity line items.

TIP FY 19/23 Page 15-2-5 - (TIP FY 19-23 4334292.pdf)

FHWA Form 1576 / Transfer (signed) - This document applies to all project line items.  
TDC FM 433429-2 ( 1TRC FM 433429-2 \$250,000.pdf) This TDC refers to the following project(s);  
Hollywood/SR7 Mobility Hub Capital Improvements

Section 106 Grantee Checklist - Hollywood Mobility Hub - (Sec 106 Grantee Checklist\_External-Hollywood Mobility Hub.pdf)

Hollywood NEPA Pre-Questionnaire Document - (Hollywood NEPA Document Final.pdf)

Categorical Exclusion #C5 Email - (RE\_ BMPO - Grant #7106-2019-1 - environmental considerations.pdf)

STIP FY 2010 - (2019-1101\_FDOT STIP Documentation.pdf) - This STIP is for Hollywood/SR7 Mobility Hub Capital Improvements.

Civil Rights Clarification - The path of travel for all of the projects listed in the application will be made accessible according to ADA regulations.

#### **Project Benefits**

The priority projects are comprised of a combination of Mobility, Safety, and Transit elements focused at several locations throughout Broward County. The project benefits will improve the safety, connectivity, and quality of service of the transit rider. These locations and treatments will be coordinated with other planned investments.

**Additional Information**

None provided.

**Location Description**

The Broward MPO 2035 Long Range Transportation Plan identified Mobility Hubs throughout Broward County, Florida.

The Hollywood/SR7 Mobility Hub Capital Improvements will be completed along Hollywood Boulevard and State Road 7, Hollywood, Florida. 2600'37.1"N 8012'28.0"W

Amendment #1:

The Pembroke Pines Mobility Hub Capital Improvements will be completed in the general location at the southwest quadrant of Pines Boulevard and Palm / SW 101st Avenue in Pembroke Pines, Florida.

The 17th Street Mobility Hub Capital Improvements will be completed at SW/SE 17th St, from SW 9th Avenue to US-1 in Fort Lauderdale, Florida.

**Project Location (Urbanized Areas)**

| UZA Code | Area Name                 |
|----------|---------------------------|
| 120180   | Miami-Fort Lauderdale, FL |

**Congressional District Information**

| District | State   |
|----------|---------|
| 23       | Florida |
| 25       | Florida |

**Program Plan Information**

**STIP/TIP**

Date: 7/1/2018

Description: STIP Page 938

Amendment #1:

TIP Modification Package

**UPWP**

Date: 7/1/2018

Description: July 1, 2018 - June 30, 2020 UPWP

Page 86-89

Amendment #1:

FY 2024-2026

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**Long Range Plan**

Date: 2/14/2013

Description: Pg 25-28/53

## Project Control Totals

| Funding Source                                      | Section of Statute | CFDA Number | Amount              |
|---|--------------------|-------------|---------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$11,184,000        |
| Local   |                    |             | \$0                 |
| Local/In-Kind                                       |                    |             | \$0                 |
| State   |                    |             | \$0                 |
| State/In-Kind                                       |                    |             | \$0                 |
| Other Federal                                       |                    |             | \$0                 |
| Transportation Development Credit                   |                    |             | \$2,796,000         |
| Adjustment  |                    |             | \$0                 |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$11,184,000</b> |

## Project Budget

| Project Number    | Budget Item  | FTA Amount     | Non-FTA Amount | Total Eligible Amount | Quantity |
|-------------------|--|----------------|----------------|-----------------------|----------|
| FL-2020-012-01-01 | 117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)                                    | \$2,461,300.00 | \$0.00         | \$2,461,300.00        | 7        |
| FL-2020-012-01-01 | 11.71.04 CONSTRUCTION MANAGEMENT - 3RD PARTY CEI Pembroke Pines Mobility Hub | \$200,000.00   | \$0.00         | \$200,000.00          | 1        |
| FL-2020-012-01-01 | 11.71.04 CONSTRUCTION MANAGEMENT - 3RD PARTY CEI 17th Street Mobility Hub    | \$378,000.00   | \$0.00         | \$378,000.00          | 1        |
| FL-2020-012-01-01 | 11.72.11 FORCE ACCOUNT - OTHER   | \$100,000.00   | \$0.00         | \$100,000.00          | 1        |
| FL-2020-012-01-01 | 11.72.11 FORCE ACCOUNT - OTHER Pembroke Pines Mobility Hub                   | \$262,400.00   | \$0.00         | \$262,400.00          | 1        |

|                   |                 |          |   |                |        |                |    |
|-------------------|-----------------|----------|---|----------------|--------|----------------|----|
| FL-2020-012-01-01 |                 | 11.72.11 | FORCE ACCOUNT - OTHER 17th Street Mobility Hub  | \$756,000.00   | \$0.00 | \$756,000.00   | 1  |
| FL-2020-012-01-01 |                 | 11.75.95 | RIGHT-OF-WAY UTILITY RELOCATION Pembroke Pines Mobility Hub                               | \$8,900.00     | \$0.00 | \$8,900.00     | 1  |
| FL-2020-012-01-01 |                 | 11.75.95 | RIGHT-OF-WAY UTILITY RELOCATION - 17th Street Mobility Hub                                | \$756,000.00   | \$0.00 | \$756,000.00   | 1  |
| FL-2020-012-01-01 | 119-00 (119-A1) |          | Bus Associated Transit Improvements   | \$8,722,700.00 | \$0.00 | \$8,722,700.00 | 16 |
| FL-2020-012-01-01 |                 | 11.91.05 | ENG/DESIGN PED ACCESS / WALKWAYS  | \$100,000.00   | \$0.00 | \$100,000.00   | 1  |
| FL-2020-012-01-01 |                 | 11.91.05 | ENG/DESIGN PED ACCESS / WALKWAYS Pembroke Pines Mobility Hub                              | \$195,700.00   | \$0.00 | \$195,700.00   | 1  |
| FL-2020-012-01-01 |                 | 11.91.05 | ENG/DESIGN PED ACCESS / WALKWAYS - 17th Street Mobility Hub                               | \$1,512,000.00 | \$0.00 | \$1,512,000.00 | 1  |
| FL-2020-012-01-01 |                 | 11.93.02 | CONSTRUCTION - BUS SHELTERS   | \$200,000.00   | \$0.00 | \$200,000.00   | 4  |
| FL-2020-012-01-01 |                 | 11.93.02 | CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads Pembroke Pines Mobility Hub | \$505,000.00   | \$0.00 | \$505,000.00   | 3  |
| FL-2020-012-01-01 |                 | 11.93.02 | CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads - 17th Street Mobility Hub  | \$378,000.00   | \$0.00 | \$378,000.00   | 3  |

|                   |          |   |                |        |                |   |
|-------------------|----------|---|----------------|--------|----------------|---|
| FL-2020-012-01-01 | 11.93.05 | CONSTRUCT<br>PED ACCESS /<br>WALKWAYS                                   | \$600,000.00   | \$0.00 | \$600,000.00   | 1 |
|                   |          | Construction of<br>Hardscape- Path,<br>Sidewalk, ADA,<br>Bike Markings, |                |        |                |   |
| FL-2020-012-01-01 | 11.93.05 | Signage,<br>Functional<br>Landscape<br>Pembroke Pines<br>Mobility Hub   | \$1,452,000.00 | \$0.00 | \$1,452,000.00 | 1 |
|                   |          | Construction of<br>Hardscape- Path,<br>Sidewalk, ADA,<br>Bike Markings, |                |        |                |   |
| FL-2020-012-01-01 | 11.93.05 | Signage,<br>Functional<br>Landscape 17th<br>Street Mobility<br>Hub      | \$3,780,000.00 | \$0.00 | \$3,780,000.00 | 1 |

## Project Budget Activity Line Items

### Budget Activity Line Item: 11.71.04 - CONSTRUCTION MANAGEMENT - 3RD PARTY CEI 17th Street Mobility Hub

| Scope Name / Code                  | Line Item # | Line Item Name                      | Activity            | Quantity |
|------------------------------------|-------------|-------------------------------------|---------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.71.04    | CONSTRUCTION MANAGEMENT - 3RD PARTY | 3RD PARTY CONTRACTS | 1        |

#### Extended Budget Description

Amendment #1

17th Street Mobility Hub Construction Management (CEI)

Construction Engineering and Inspection work includes independent engineer's field inspection of construction improvements for compliance with plans, standards, specifications, regulations, permits, and codes.

#### Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount    |
|---|--------------------|-------------|-----------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$378,000 |
| Local   |                    |             | \$0       |
| Local/In-Kind                                       |                    |             | \$0       |
| State   |                    |             | \$0       |

|                                   |  |                  |
|-----------------------------------|--|------------------|
| State/In-Kind                     |  | \$0              |
| Other Federal                     |  | \$0              |
| Transportation Development Credit |  | \$94,500         |
| Adjustment                        |  | \$0              |
| <b>Total Eligible Cost</b>        |  | <b>\$378,000</b> |

| Milestone Name  | Est. Completion Date | Description  |
|---|----------------------|--|
| Construction Procurement - CEI 17th Street Mobility Hub | 6/30/2025            | Amendment #1<br>17th Street Mobility Hub<br>Construction Management (CEI) Procurement  |
| Start Date 17th Street Mobility Hub                     | 8/29/2025            | Amendment #1<br>17th Street Mobility Hub<br>Commencement of Construction Engineering & Inspection (CEI) services by selected firm. |
| End Date 17th Street Mobility Hub                       | 3/30/2031            | Amendment #1<br>17th Street Mobility Hub - Final project closeout post-walkthrough with As-built plans and CEI firm.               |

**Budget Activity Line Item: 11.72.11 - FORCE ACCOUNT - OTHER 17th Street Mobility Hub**

| Scope Name / Code                  | Line Item # | Line Item Name        | Activity                          | Quantity |
|------------------------------------|-------------|-----------------------|-----------------------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.72.11    | FORCE ACCOUNT - OTHER | FORCE ACCOUNT OTHER CAPITAL ITEMS | 1        |

**Extended Budget Description**

Amendment #1

17th Street Mobility Hub - The force account will be used for capital expenses, including Broward MPO's labor force, to accomplish this project, which includes design and construction management activities. The activities in this ALL directly relate to this project.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$756,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$189,000        |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$756,000</b> |



| Milestone Name  | Est. Completion Date | Description   |
|---|----------------------|---|
| Start Date - 17th Street Mobility Hub                                   | 7/15/2024            | Amendment #1<br>17th Street Mobility Hub<br>Commencement of activities to initiate the project. |
| Commencement of pre-construction activities<br>17th Street Mobility Hub | 4/30/2025            | Amendment #1<br>17th Street Mobility Hub<br>Commencement of pre-construction activities.        |
| End Date 17th Street Mobility Hub                                       | 3/30/2031            | Amendment #1<br>17th Street Mobility Hub<br>Closeout of the project.                            |

**Budget Activity Line Item: 11.75.95 - RIGHT-OF-WAY UTILITY RELOCATION - 17th Street Mobility Hub**

| Scope Name / Code                  | Line Item # | Line Item Name                  | Activity                   | Quantity |
|------------------------------------|-------------|---------------------------------|----------------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.75.95    | RIGHT-OF-WAY UTILITY RELOCATION | REAL ESTATE (RIGHT-OF-WAY) | 1        |

**Extended Budget Description**

Amendment #1

17th Street Mobility Hub

The cost associated with identifying the locations of existing utilities in the public right of way and any impacts or relocation needed for this project, if warranted. BMPO will coordinate with the Regions EPS.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$756,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$189,000        |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$756,000</b> |

| Milestone Name                        | Est. Completion Date | Description  |
|---------------------------------------|----------------------|--|
| Start Date - 17th Street Mobility Hub | 7/15/2024            | Amendment #1<br>17th Street Mobility Hub<br>Begin utility research (design phase). |

|  |           |  |
|--|-----------|--|
| Identify Utility Relocation and Finalize Coordination - 17th Street Mobility Hub | 5/30/2025 | Amendment #1<br>17th Street Mobility Hub<br>Identify Utility Relocation and Finalize Coordination. |
| End Date 17th Street Mobility Hub  | 2/29/2028 | Amendment #1<br>17th Street Mobility Hub<br>Closeout Utility Relocation Activities.                |

**Budget Activity Line Item: 11.91.05 - ENG/DESIGN PED ACCESS / WALKWAYS - 17th Street Mobility Hub**

| Scope Name / Code                            | Line Item # | Line Item Name                   | Activity                                  | Quantity |
|--|-------------|----------------------------------|---|----------|
| Bus Associated Transit Improvements (119-00) | 11.91.05    | ENG/DESIGN PED ACCESS / WALKWAYS | ENGINEERING/DESIGN (TRANSIT ENHANCEMENTS) | 1        |

**Extended Budget Description**

Amendment #1  
 17th Street Mobility Hub: Cost associated with hiring a consultant to prepare design engineering drawings and to prepare construction bid documentation. This covers all components of the project to include, but not limited to: hardscape, functional landscaping, lighting, street furniture, outreach, public involvement, and surveying.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount             |
|---|--------------------|-------------|--------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$1,512,000        |
| Local   |                    |             | \$0                |
| Local/In-Kind                                       |                    |             | \$0                |
| State   |                    |             | \$0                |
| State/In-Kind                                       |                    |             | \$0                |
| Other Federal                                       |                    |             | \$0                |
| Transportation Development Credit                   |                    |             | \$378,000          |
| Adjustment  |                    |             | \$0                |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$1,512,000</b> |

| Milestone Name   | Est. Completion Date | Description  |
|--|----------------------|--|
| Start Date - 17th Street Mobility Hub                            | 7/15/2024            | Amendment #1<br>17th Street Mobility Hub<br>Begin Eng / Design                 |
| Design 30%, 60%, and 90% Plan Reviews - 17th Street Mobility Hub | 4/30/2025            | Amendment #1<br>17th Street Mobility Hub Design 30%, 60%, and 90% Plan Reviews |

|  |           |  |
|--|-----------|--|
| End Date - 17th Street<br>Mobility Hub | 5/30/2025 | Amendment #1<br>17th Street Mobility Hub<br>End Eng / Design |
|--|-----------|--|

**Budget Activity Line Item: 11.93.02 - CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads - 17th Street Mobility Hub**

| Scope Name / Code                            | Line Item # | Line Item Name              | Activity     | Quantity |
|--|-------------|-----------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.02    | CONSTRUCTION - BUS SHELTERS | CONSTRUCTION | 3        |

**Extended Budget Description**

Amendment #1  
17th Street Mobility Hub  
CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads - Useful life 15 Years

Useful life shall comply with FTA Circular 5010.1D or manufacturer or industry standards.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$378,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$94,500         |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$378,000</b> |

| Milestone Name  | Est. Completion Date | Description  |
|---|----------------------|--|
| Start Date 17th Street Mobility Hub   | 6/30/2025            | Amendment #1<br>17th Street Mobility Hub<br>Commencement of construction.  |
| Completion of Foundational Work related to the bus shelters, bus bays, and pads. 17th Street Mobility Hub | 5/29/2026            | Amendment #1<br>17th Street Mobility Hub<br>Completion of Foundational Work related to the bus shelters, bus bays, and pads. |
| End Date - 17th Street Mobility Hub   | 3/30/2031            | Amendment #1<br>17th Street Mobility Hub   |

Closeout of construction. (Final inspection with As-Built Plans)

**Budget Activity Line Item: 11.93.05 - Construction of Hardscape- Path, Sidewalk, ADA, Bike Markings, Signage, Functional Landscape 17th Street Mobility Hub**

| Scope Name / Code                            | Line Item # | Line Item Name                  | Activity     | Quantity |
|--|-------------|---------------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.05    | CONSTRUCT PED ACCESS / WALKWAYS | CONSTRUCTION | 1        |

**Extended Budget Description**

Amendment #1

17th Street Mobility Hub

The cost associated with construction includes but is not limited to, hardscape items such as bicycle and pedestrian paths, pedestrian lighting, bike racks, transit benches, trash cans, functional landscape, ADA improvements, bicycle markings, signage, and other amenities, and maintenance of traffic, mobilization, and permitting.

The useful life for items over \$5,000:  
 Pedestrian Path - Useful life 20 years,  
 Pedestrian Lighting - Useful Life 15 years

Useful life for items under \$5,000 (Not Needed):  
 Trash Cans - N/A Bicycle Racks - N/A Transit Bench - N/A.

Useful life shall comply with FTA Circular 5010.1D or manufacturer / industry standards.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount             |
|---|--------------------|-------------|--------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$3,780,000        |
| Local   |                    |             | \$0                |
| Local/In-Kind                                       |                    |             | \$0                |
| State   |                    |             | \$0                |
| State/In-Kind                                       |                    |             | \$0                |
| Other Federal                                       |                    |             | \$0                |
| Transportation Development Credit                   |                    |             | \$945,000          |
| Adjustment  |                    |             | \$0                |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$3,780,000</b> |

| Milestone Name                        | Est. Completion Date | Description  |
|---------------------------------------|----------------------|--|
| Start Date - 17th Street Mobility Hub | 6/30/2025            | Amendment #1<br>17th Street Mobility Hub<br>Begin construction of hardscape- Path, Sidewalk, |

|   |            |  |
|---|------------|--|
|   |            | ADA, Bike Markings, Signage, Lighting, and Functional Landscape.   |
| Substantially Complete - 17th Street Mobility Hub | 11/30/2026 | Amendment #1<br>17th Street Mobility Hub<br>The substantial completion of work in accordance with design plans and is confirmed by as-built plans.   |
| End Date - 17th Street Mobility Hub               | 3/30/2031  | Amendment #1<br>17th Street Mobility Hub<br>Complete construction of hardscape- Path, Sidewalk, ADA, Bike Markings, Signage, Lighting, and Functional Landscape. (Including final inspection.) |

**Budget Activity Line Item: 11.93.05 - Construction of Hardscape- Path, Sidewalk, ADA, Bike Markings, Signage, Functional Landscape Pembroke Pines Mobility Hub**

| Scope Name / Code                            | Line Item # | Line Item Name                  | Activity     | Quantity |
|--|-------------|---------------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.05    | CONSTRUCT PED ACCESS / WALKWAYS | CONSTRUCTION | 1        |

**Extended Budget Description**

Amendment #1:

Pembroke Pines Mobility Hub

The cost associated with construction includes but is not limited to, hardscape items such as bicycle and pedestrian paths, pedestrian lighting, bike racks, transit benches, trash cans, ADA improvements, bicycle markings, signage, and other amenities. It also may include maintenance of traffic, mobilization, and permitting.

The useful life for items over \$5,000:

Pedestrian Path - Useful life 20 years,

Pedestrian Lighting - Useful Life 15 years

Useful life for items under \$5,000 (Not Needed):

Trash Cans - N/A Bicycle Racks - N/A Transit Bench - N/A.

Useful life shall comply with FTA Circular 5010.1D or manufacturer or industry standards.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount      |
|---|--------------------|-------------|-------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$1,452,000 |
| Local   |                    |             | \$0         |
| Local/In-Kind                                       |                    |             | \$0         |
| State   |                    |             | \$0         |
| State/In-Kind                                       |                    |             | \$0         |
| Other Federal                                       |                    |             | \$0         |
| Transportation Development Credit                   |                    |             | \$363,000   |

|                            |  |                    |
|----------------------------|--|--------------------|
| Adjustment                 |  | \$0                |
| <b>Total Eligible Cost</b> |  | <b>\$1,452,000</b> |

| Milestone Name   | Est. Completion Date | Description  |
|--|----------------------|--|
| Start Date Pembroke Pines Mobility Hub                         | 6/30/2025            | Amendment #1:<br>Begin construction of the hardscape—the Path, Sidewalk, ADA, Bike Markings, Signage, Lighting, and Functional Landscape of Pembroke Pines Mobility Hub.   |
| 50% Completion of improvements for Pembroke Pines Mobility Hub | 3/30/2028            | 50% Completion of improvements for Pembroke Pines Mobility Hub   |
| End Date   | 3/30/2031            | Amendment #1:<br>Completion of work following design plans and confirmed by as-built plans<br>Completion of the hardscape construction—the Path, Sidewalk, ADA, Bike Markings, Signage, Lighting, and Functional Landscape of Pembroke Pines Mobility Hub. |

**Budget Activity Line Item: 11.71.04 - CONSTRUCTION MANAGEMENT - 3RD PARTY CEI  
Pembroke Pines Mobility Hub**

| Scope Name / Code                  | Line Item # | Line Item Name                      | Activity            | Quantity |
|------------------------------------|-------------|-------------------------------------|---------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.71.04    | CONSTRUCTION MANAGEMENT - 3RD PARTY | 3RD PARTY CONTRACTS | 1        |

**Extended Budget Description**

Amendment #1:

Pembroke Pines Mobility Hub Construction Management (CEI)

Construction Engineering and Inspection work includes independent engineer's field inspection of construction improvements for compliance with plans, standards, specifications, regulations, permits, and codes.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount    |
|---|--------------------|-------------|-----------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$200,000 |
| Local   |                    |             | \$0       |
| Local/In-Kind                                       |                    |             | \$0       |
| State   |                    |             | \$0       |
| State/In-Kind                                       |                    |             | \$0       |
| Other Federal                                       |                    |             | \$0       |

|                                   |                  |
|-----------------------------------|------------------|
| Transportation Development Credit | \$50,000         |
| Adjustment                        | \$0              |
| <b>Total Eligible Cost</b>        | <b>\$200,000</b> |

| Milestone Name                 | Est. Completion Date | Description  |
|--------------------------------|----------------------|--|
| Construction Procurement - CEI | 6/30/2025            | Construction Management (CEI) Procurement  |
| Start Date                     | 8/29/2025            | Commencement of Construction Engineering & Inspection (CEI) services by selected firm. |
| End Date                       | 3/30/2031            | Final project closeout post-walkthrough with As-built plans and CEI firm.              |

**Budget Activity Line Item: 11.72.11 - FORCE ACCOUNT - OTHER Pembroke Pines Mobility Hub**

| Scope Name / Code                  | Line Item # | Line Item Name        | Activity                          | Quantity |
|------------------------------------|-------------|-----------------------|-----------------------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.72.11    | FORCE ACCOUNT - OTHER | FORCE ACCOUNT OTHER CAPITAL ITEMS | 1        |

**Extended Budget Description**

Amendment #1:

Pembroke Pines Mobility Hub

Force account will be used for capital expenses, including Broward MPO's labor force to accomplish this project which include design and construction management activities. The activities in this ALI directly relate to this project.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$262,400        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$65,600         |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$262,400</b> |

| Milestone Name                         | Est. Completion Date | Description   |
|--|----------------------|---|
| Start Date Pembroke Pines Mobility Hub | 7/1/2024             | Commencement of activities to initiate the Pembroke Pines Mobility Hub project. |

|  |           |  |
|--|-----------|--|
| Commencement of pre-construction activities. | 4/30/2025 | Commencement of pre-construction activities.     |
| End Date Pembroke Pines Mobility Hub         | 3/30/2031 | Closeout of Pembroke Pines Mobility Hub project. |

**Budget Activity Line Item: 11.75.95 - RIGHT-OF-WAY UTILITY RELOCATION Pembroke Pines Mobility Hub**

| Scope Name / Code                  | Line Item # | Line Item Name                  | Activity                   | Quantity |
|------------------------------------|-------------|---------------------------------|----------------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.75.95    | RIGHT-OF-WAY UTILITY RELOCATION | REAL ESTATE (RIGHT-OF-WAY) | 1        |

**Extended Budget Description**

Amendment #1:

Pembroke Pines Mobility Hub

Cost associated with identifying locations of existing utilities in the public right of way and any impacts or relocation needed for this project, if warranted. BMPO will coordinate with the Regions EPS.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount         |
|---|--------------------|-------------|----------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$8,900        |
| Local   |                    |             | \$0            |
| Local/In-Kind                                       |                    |             | \$0            |
| State   |                    |             | \$0            |
| State/In-Kind                                       |                    |             | \$0            |
| Other Federal                                       |                    |             | \$0            |
| Transportation Development Credit                   |                    |             | \$2,225        |
| Adjustment  |                    |             | \$0            |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$8,900</b> |

| Milestone Name  | Est. Completion Date | Description   |
|---|----------------------|---|
| Start Date Pembroke Pines Mobility Hub  | 4/1/2025             | Amendment #1: Pembroke Pines Mobility Hub Begin utility research (design phase).  |
| Identify Utility Relocation and Finalize Coordination - Pembroke Pines Mobility Hub | 5/30/2025            | Identify Utility Relocation and Finalize Coordination                             |
| End Date Pembroke Pines Mobility Hub  | 3/30/2031            | Amendment #1: Pembroke Pines Mobility Hub Closeout Utility Relocation Activities. |



**Budget Activity Line Item: 11.91.05 - ENG/DESIGN PED ACCESS / WALKWAYS Pembroke Pines Mobility Hub**

| Scope Name / Code                            | Line Item # | Line Item Name                   | Activity                                  | Quantity |
|--|-------------|----------------------------------|---|----------|
| Bus Associated Transit Improvements (119-00) | 11.91.05    | ENG/DESIGN PED ACCESS / WALKWAYS | ENGINEERING/DESIGN (TRANSIT ENHANCEMENTS) | 1        |

**Extended Budget Description**

Amendment #1:

Pembroke Pines Mobility Hub, the costs associated with hiring a consultant to prepare design engineering drawings and construction bid documentation. This covers all components of the project, including, but not limited to, hardscape, functional landscaping, lighting, street furniture, outreach, public involvement, and surveying.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$195,700        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$48,925         |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$195,700</b> |

| Milestone Name  | Est. Completion Date | Description  |
|---|----------------------|--|
| Start Date Pembroke Pines Mobility Hub                            | 7/15/2024            | Amendment #1:<br>Pembroke Pines Mobility Hub: Begin Eng / Design of Hardscape.     |
| Design 30%, 60%, and 90% Plan Reviews Pembroke Pines Mobility Hub | 4/30/2025            | Amendment #1:<br>Design 30%, 60%, and 90% Plan Reviews Pembroke Pines Mobility Hub |
| End Date Pembroke Pines Mobility Hub                              | 5/30/2025            | Amendment #1:<br>End Eng / Design of Hardscape for Pembroke Pines Mobility Hub.    |

**Budget Activity Line Item: 11.93.02 - CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads Pembroke Pines Mobility Hub**

| Scope Name / Code                            | Line Item # | Line Item Name              | Activity     | Quantity |
|--|-------------|-----------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.02    | CONSTRUCTION - BUS SHELTERS | CONSTRUCTION | 3        |

**Extended Budget Description**

Amendment #1: Pembroke Pines Mobility Hub

CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads - Useful life 15 Years

Useful life shall comply with FTA Circular 5010.1D or manufacturer or industry standards.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$505,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$126,250        |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$505,000</b> |

| Milestone Name  | Est. Completion Date | Description   |
|---|----------------------|---|
| Start Date<br>CONSTRUCTION<br>Pembroke Pines<br>Mobility Hub      | 6/30/2024            | Amendment #1:<br>CONSTRUCTION - Bus Shelters, Bus Bays, ADA-Compliant Bus Pads for Pembroke Pines Mobility Hub. Useful life shall comply with FTA Circular 5010.1D or manufacturer / Industry Standards.  |
| Completion of Foundational Work<br>Pembroke Pines<br>Mobility Hub | 6/30/2025            | Amendment #1:<br>Completion of Foundational Work related to constructing Bus Shelters, Bus Bays, and ADA-Compliant Bus Pads for Pembroke Pines Mobility Hub. Useful life shall comply with FTA Circular 5010.1D or manufacturer / Industry Standards. |
| End Date Pembroke<br>Pines Mobility Hub                           | 3/30/2031            | Amendment #1:<br>Closeout of construction of Closeout of construction of bus shelters/bus bays, including final inspection, of Pembroke Pines Mobility Hub.   |

**Budget Activity Line Item: 11.91.05 - ENG/DESIGN PED ACCESS / WALKWAYS**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|-------------------|-------------|----------------|----------|----------|
|-------------------|-------------|----------------|----------|----------|

Bus Associated Transit Improvements (119-00) 11.91.05 ENG/DESIGN PED ACCESS / WALKWAYS ENGINEERING/DESIGN (TRANSIT ENHANCEMENTS) 1

**Extended Budget Description**

Original application:

Cost associated with hiring a consultant to prepare design engineering drawings and to prepare construction bid documentation. This covers all components of the project to include, but not limited to: hardscape, functional landscaping, lighting, street furniture, outreach, public involvement, and surveying.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$100,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$25,000         |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$100,000</b> |

| Milestone Name     | Est. Completion Date | Description   |
|--------------------|----------------------|---|
| Issue RFQ          | 10/1/2018            | Solicit bids for consultant services for design and engineering services. |
| Award Contract     | 4/1/2019             | Sign contract with consultant.  |
| Start Date         | 11/1/2019            | Begin design and engineering process.                                     |
| End Date           | 11/1/2020            | Complete engineering tasks.   |
| Close Out Contract | 11/1/2021            | Close out contract at end of construction.                                |

**Budget Activity Line Item: 11.93.02 - CONSTRUCTION - BUS SHELTERS**

| Scope Name / Code                            | Line Item # | Line Item Name              | Activity     | Quantity |
|--|-------------|-----------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.02    | CONSTRUCTION - BUS SHELTERS | CONSTRUCTION | 4        |

**Extended Budget Description**

Original Application:

Procure and install four bus shelters. Bus shelters are made of metal. These are the same as existing Kaleidoscope shelters installed throughout the City of Hollywood. The anticipated useful life of the bus shelters is 15 years (based on VDOT - <https://olga.drpt.virginia.gov/documents/forms/DRPT%20Asset%>)

20Useful%20Life%20Chart.pdf.) We have uploaded bus shelter vendor quote and email with details from City of Hollywood staff into project documents.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$200,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$50,000         |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$200,000</b> |

| Milestone Name                     | Est. Completion Date | Description  |
|------------------------------------|----------------------|--|
| Start Date                         | 6/1/2020             | Begin process to procure bus shelters.                       |
| Begin Installation of Bus Shelters | 10/30/2020           | Start the construction process for bus shelter installation. |
| End Date                           | 3/30/2023            | Complete installation of shelters.                           |

**Budget Activity Line Item: 11.93.05 - CONSTRUCT PED ACCESS / WALKWAYS**

| Scope Name / Code                            | Line Item # | Line Item Name                  | Activity     | Quantity |
|--|-------------|---------------------------------|--------------|----------|
| Bus Associated Transit Improvements (119-00) | 11.93.05    | CONSTRUCT PED ACCESS / WALKWAYS | CONSTRUCTION | 1        |

**Extended Budget Description**

Original Application:

Cost associated with construction to include, but not limited to hardscape items such as; pedestrian path/culvert bridge (1), pedestrian lighting (31), bike racks (2), transit bench (1), trash cans (3). Also may include maintenance of traffic, mobilization, and permitting.

Useful life for items over \$5,000 are:

Pedestrian Path/Culvert Bridge - Useful life 20 years

Pedestrian Lighting - Useful Life 15 years

Useful life for items under \$5,000 (Not Needed):

Trash Cans - N/A

Bicycle Racks - N/A

Transit Bench - N/A

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount           |
|---|--------------------|-------------|------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$600,000        |
| Local   |                    |             | \$0              |
| Local/In-Kind                                       |                    |             | \$0              |
| State   |                    |             | \$0              |
| State/In-Kind                                       |                    |             | \$0              |
| Other Federal                                       |                    |             | \$0              |
| Transportation Development Credit                   |                    |             | \$150,000        |
| Adjustment  |                    |             | \$0              |
| <b>Total Eligible Cost</b>                          |                    |             | <b>\$600,000</b> |

| Milestone Name | Est. Completion Date | Description   |
|----------------|----------------------|---|
| Issue RFQ      | 6/1/2020             | Solicit bids for construction services.                   |
| Start Date     | 10/30/2020           | Construction preparation activities such as mobilization. |
| Award Contract | 10/30/2020           | Sign contract and issue notice to proceed.                |
| End Date       | 3/30/2023            | Complete construction.                                    |

**Budget Activity Line Item: 11.72.11 - FORCE ACCOUNT - OTHER**

| Scope Name / Code                  | Line Item # | Line Item Name        | Activity                          | Quantity |
|------------------------------------|-------------|-----------------------|-----------------------------------|----------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.72.11    | FORCE ACCOUNT - OTHER | FORCE ACCOUNT OTHER CAPITAL ITEMS | 1        |

**Extended Budget Description**

Original Application:

Force account will be used for the Broward MPO's labor force to accomplish this capital project. The activities in this ALI directly relate to this project.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

| Funding Source                                      | Section of Statute | CFDA Number | Amount    |
|---|--------------------|-------------|-----------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3             | 20507       | \$100,000 |
| Local   |                    |             | \$0       |
| Local/In-Kind                                       |                    |             | \$0       |
| State   |                    |             | \$0       |
| State/In-Kind                                       |                    |             | \$0       |
| Other Federal                                       |                    |             | \$0       |

|                                   |                  |
|-----------------------------------|------------------|
| Transportation Development Credit | \$25,000         |
| Adjustment                        | \$0              |
| <b>Total Eligible Cost</b>        | <b>\$100,000</b> |

| Milestone Name | Est. Completion Date | Description  |
|----------------|----------------------|--|
| Start Date     | 2/3/2020             | MPO begins oversight of project administrations.                       |
| End Date       | 3/30/2025            | MPO completes project oversight and closes out project administration. |

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name                   | Quantity | FTA Amount   | Total Eligible Cost |
|--|------------------|----------------------------------|----------|--------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.91.05         | ENG/DESIGN PED ACCESS / WALKWAYS | 1        | \$100,000.00 | \$100,000.00        |

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

#### Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components;

installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name              | Quantity | FTA Amount   | Total Eligible Cost |
|--|------------------|-----------------------------|----------|--------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.02         | CONSTRUCTION - BUS SHELTERS | 4        | \$200,000.00 | \$200,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name                  | Quantity | FTA Amount   | Total Eligible Cost |
|--|------------------|---------------------------------|----------|--------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.05         | CONSTRUCT PED ACCESS / WALKWAYS | 1        | \$600,000.00 | \$600,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or

program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                  | Line Item Number | Line Item Name        | Quantity | FTA Amount   | Total Eligible Cost |
|------------------------------------|------------------|-----------------------|----------|--------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.72.11         | FORCE ACCOUNT - OTHER | 1        | \$100,000.00 | \$100,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                  | Line Item Number | Line Item Name  | Quantity | FTA Amount   | Total Eligible Cost |
|------------------------------------|------------------|---|----------|--------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.71.04         | CONSTRUCTION MANAGEMENT - 3RD PARTY CEI Pembroke Pines Mobility Hub | 1        | \$200,000.00 | \$200,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.



| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                  | Line Item Number | Line Item Name                                    | Quantity | FTA Amount   | Total Eligible Cost |
|------------------------------------|------------------|---|----------|--------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.72.11         | FORCE ACCOUNT - OTHER Pembroke Pines Mobility Hub | 1        | \$262,400.00 | \$262,400.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 01: Acquisition, installation, operation, evaluation, replacement, and improvement of discrete utilities and similar appurtenances (existing and new) within or adjacent to existing transportation right-of-way, such as: utility poles, underground wiring, cables, and information systems; and power substations and utility transfer stations.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                  | Line Item Number | Line Item Name  | Quantity | FTA Amount | Total Eligible Cost |
|------------------------------------|------------------|---|----------|------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.75.95         | RIGHT-OF-WAY UTILITY RELOCATION Pembroke Pines Mobility Hub | 1        | \$8,900.00 | \$8,900.00          |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name  | Quantity | FTA Amount   | Total Eligible Cost |
|--|------------------|---|----------|--------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.91.05         | ENG/DESIGN PED ACCESS / WALKWAYS<br>Pembroke Pines Mobility Hub | 1        | \$195,700.00 | \$195,700.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name   | Quantity | FTA Amount   | Total Eligible Cost |
|--|------------------|--|----------|--------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.02         | CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads<br>Pembroke Pines Mobility Hub | 3        | \$505,000.00 | \$505,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components;

installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date | Description           |
|------|-----------------------|
|      | Class IIc CE Approved |

| Scope Name / Code                            | Line Item Number | Line Item Name  | Quantity | FTA Amount     | Total Eligible Cost |
|--|------------------|---|----------|----------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.05         | Construction of Hardscape-Path, Sidewalk, ADA, Bike Markings, Signage, Functional Landscape Pembroke Pines Mobility Hub | 1        | \$1,452,000.00 | \$1,452,000.00      |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date | Description           |
|------|-----------------------|
|      | Class IIc CE Approved |

| Scope Name / Code                  | Line Item Number | Line Item Name   | Quantity | FTA Amount   | Total Eligible Cost |
|------------------------------------|------------------|--|----------|--------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.71.04         | CONSTRUCTION MANAGEMENT - 3RD PARTY CEI 17th Street Mobility Hub | 1        | \$378,000.00 | \$378,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

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| Date | Description           |
|------|-----------------------|
|      | Class IIc CE Approved |

| Scope Name / Code                  | Line Item Number | Line Item Name                                 | Quantity | FTA Amount   | Total Eligible Cost |
|------------------------------------|------------------|--|----------|--------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.72.11         | FORCE ACCOUNT - OTHER 17th Street Mobility Hub | 1        | \$756,000.00 | \$756,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 01: Acquisition, installation, operation, evaluation, replacement, and improvement of discrete utilities and similar appurtenances (existing and new) within or adjacent to existing transportation right-of-way, such as: utility poles, underground wiring, cables, and information systems; and power substations and utility transfer stations.

| Date | Description           |
|------|-----------------------|
|      | Class IIc CE Approved |

| Scope Name / Code                  | Line Item Number | Line Item Name   | Quantity | FTA Amount   | Total Eligible Cost |
|------------------------------------|------------------|--|----------|--------------|---------------------|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.75.95         | RIGHT-OF-WAY UTILITY RELOCATION - 17th Street Mobility Hub | 1        | \$756,000.00 | \$756,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or

program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name  | Quantity | FTA Amount     | Total Eligible Cost |
|--|------------------|---|----------|----------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.91.05         | ENG/DESIGN PED ACCESS / WALKWAYS - 17th Street Mobility Hub | 1        | \$1,512,000.00 | \$1,512,000.00      |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

| Date Description      | Date |
|-----------------------|------|
| Class IIc CE Approved |      |

| Scope Name / Code                            | Line Item Number | Line Item Name   | Quantity | FTA Amount   | Total Eligible Cost |
|--|------------------|--|----------|--------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.02         | CONSTRUCTION - Bus Shelters, Bus Bays, ADA Compliant Bus Pads - 17th Street Mobility Hub | 3        | \$378,000.00 | \$378,000.00        |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

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| Date | Description           |
|------|-----------------------|
|      | Class IIc CE Approved |

| Scope Name / Code                            | Line Item Number | Line Item Name  | Quantity | FTA Amount     | Total Eligible Cost |
|--|------------------|---|----------|----------------|---------------------|
| Bus Associated Transit Improvements (119-00) | 11.93.05         | Construction of Hardscape- Path, Sidewalk, ADA, Bike Markings, Signage, Functional Landscape 17th Street Mobility Hub | 1        | \$3,780,000.00 | \$3,780,000.00      |

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By** Aries Little

|              |  |
|--------------|--|
| Comment Type | Pre-Award Manager Returns Application  |
| Date         | 3/27/2024  |
| Comment      | Please review the initial commentary under Application Documents. After your review, it is advised to schedule a session with the Pre- and Post- Award Managers to review the submitted amendment, due to the excessive commentary, prior to resubmitting. |

**Comment By** Aries Little

|              |  |
|--------------|--|
| Comment Type | Pre-Award Manager Returns Application  |
| Date         | 6/6/2024   |
| Comment      | Per previous discussions with the BMPO, the purpose of this amendment was to amend the existing application to add flex funds to support the associated cost for the Pembroke and 17th Street Mobility Hub. Please remove the budget revision activity and changes to the application. It was also observed that most of the initial commentary wasn't addressed, and/or information wasn't added. Thus, it is requested to remove the budget revision language and associated changes and use the initial commentary to update application. If you have any questions, do not hesitate to contact the me. |

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**Comment By Aries Little**

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Comment Type Pre-Award Manager Returns Application

Date 7/15/2024

Comment Please see the 3rd review's joint commentary under Application Documents. It is noted we are still pending for the updates to the STIP which should be attached to the application once available.

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**Comment By Aries Little**

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Comment Type Pre-Award Manager Returns Application

Date 7/26/2024

Comment Please refer to Joint Review #4 attached to the Application Documents.

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**Comment By Aries Little**

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Comment Type Pre-Award Manager Returns Application

Date 8/5/2024

Comment Please refer to OPPD Comments which are provided in TrAMS and attached in Application Documents.

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**Comment By Aries Little**

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Comment Type Pre-Award Manager Returns Application

Date 8/6/2024

Comment Recipient requested to return app to make an update

## Application Review Comments

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**Comment By Eboni Younger-Riehl**

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Comment Type Application Details

Date 7/11/2024

Comment FOR NEW CONSTRUCTION:  
Recipient must comply with all applicable Federal laws and regulations related to this project, including the ADA Standards for Transportation Facilities, based on the U.S. Access Boards ADA Accessibility Guidelines found here: <http://www.access-board.gov/guidelines-and-standards/transportation/facilities/ada-standards-for-transportation-facilities>. The following is a non-exhaustive list of ADA standards that Recipient must comply with. The information provided below is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information as it relates to ADA and require additional information. This confirmation is

not an express or implied promise of project compliance with the ADA.

As required under DOT ADA Standard 206.4.1, Recipient must ensure that 60 percent of all public entrances to the facility will be accessible. If a station has only two entrances, then both must be accessible.

As required under DOT ADA Standard 810.10, for rail projects, Recipient must ensure that no flange way gap can be greater than 2.5 where passenger circulation paths cross tracks at grade (i.e. a street-level pedestrian crossing over streetcar tracks).

As required under DOT ADA Standard 206.3, Recipient must ensure that accessible routes coincide with or are located in the same area as general circulation paths, and elements such as ramps, elevators, and fare vending and collection areas are placed to minimize the distance that wheelchair users and other persons who cannot climb steps must travel in comparison to the general public.

As required under DOT ADA Standard 406.8, Recipient must ensure that curb ramps will have detectable warnings.

As required under DOT ADA Standard 810.2, Recipient must ensure that bus boarding and alighting areas are in compliance with the ADA-ABA Guidelines (Section 810.2), which address surfaces (sturdy); dimensions (96 long x 60 wide); connection to sidewalks, streets, and pedestrian paths; slope (not steeper than 1:48); signs; and public address systems.

As required by DOT ADA Standard 810.5.3, Recipient must ensure that station platforms must be coordinated with the vehicle floor height.

## **Part 6: Agreement**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-31)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(31), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.



FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

### **FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

#### **Recipient Information**

Recipient Name: Broward Metropolitan Planning Organization

Recipient ID: 7106

UEI: L9D2JZDVN3Z3

DUNS: 831340828

#### **Award Information**

Federal Award Identification Number: FL-2020-012-01

Award Name: 5307 FHWA SU Flex Capital; Transit Mobility Hubs; Broward MPO, Miami FL UZA

Award Start Date: 2/12/2020

Original Award End Date: 3/30/2025

Current Award End Date: 3/30/2036

Award Executive Summary: In the initial application, a portion of the FY 2019 Flex funds, \$1,000,000, was obligated. The total FY 2019 amount Flexed was \$6,624,000, and this Amendment #1 proposes to obligate the remaining balance of \$5,624,000.

This Amendment #1 application also proposes to obligate FY 2021 Flex funds in the amount of \$4,560,000.

#### **Amendment #1:**

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

#### **FY 2019 Flex:**

Pembroke Pines Mobility Hub:

FY 2019 Flex Amount \$2,624,000 / TDC Soft Match Amount: \$656,000

17th Street Mobility Hub (portion):

FY 2019 FTA Flex \$3,000,000 / TDC Soft Match Amount \$750,000

Total for FY 2019 Flex: \$5,624,000 / TDC Soft Match Amount \$1,406,000

#### **FY 2021 Flex:**

17th Street Hub (portion):

FY 2021 Flex Amount: \$4,560,000 / TDC Soft Match Amount: \$1,140,000

Total FY 2019 Flex \$5,624,000 + FY 2021 Flex \$4,560,000 = \$10,184,000  
Total Non-Federal Share TDC Soft Match: \$2,546,000 (See Attached FDOT TDC Letter.)

Original Application:  
Federal Dollars = FY 2019 Flex funds, \$1,000,000  
TDC's = \$250,000

Total Project Cost With Amendment #1 + Original Application values:  
Federal Dollars: \$10,184,000 + \$1,000,000 = \$11,184,000  
TDC's: \$2,546,000 + \$250,000 = \$2,796,000

Broward MPO is a direct recipient, and the cities of Pembroke Pines and Fort Lauderdale will implement the respective Mobility Hubs. The area funds were apportioned to the Miami UZA.

Broward MPO will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). Broward MPO will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in FTA-funded projects are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of requirements may apply.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The following documents are attached to the application:

UPWP FY24-26, Page 58

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334283 (17th Street Mobility Hub)

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334294 (Pembroke Pines Mobility Hub)

FY19 Transfer Form 1576

FY21 Transfer Form 1576

Application Executive Summary

In the initial application, a portion of the FY 2019 Flex funds, \$1,000,000, was obligated. The total FY 2019 amount Flexed was \$6,624,000, and this Amendment #1 proposes to obligate the remaining balance of \$5,624,000.

This Amendment #1 application also proposes to obligate FY 2021 Flex funds in the amount of \$4,560,000.

Amendment #1:

This Application Amendment proposes to add two (2) additional Mobility Hubs to be funded with the proposed FY 2019 and FY 2021 Flex funds.

FY 2019 Flex:

Pembroke Pines Mobility Hub:

FY 2019 Flex Amount \$2,624,000 / TDC Soft Match Amount: \$656,000

17th Street Mobility Hub (portion):  
FY 2019 FTA Flex \$3,000,000 / TDC Soft Match Amount \$750,000  
Total for FY 2019 Flex: \$5,624,000 / TDC Soft Match Amount \$1,406,000

FY 2021 Flex:  
17th Street Hub (portion):  
FY 2021 Flex Amount: \$4,560,000 / TDC Soft Match Amount: \$1,140,000

Total FY 2019 Flex \$5,624,000 + FY 2021 Flex \$4,560,000 = \$10,184,000  
Total Non-Federal Share TDC Soft Match: \$2,546,000 (See Attached FDOT TDC Letter.)

Original Application:  
Federal Dollars = FY 2019 Flex funds, \$1,000,000  
TDC's = \$250,000

Total Project Cost With Amendment #1 + Original Application values:  
Federal Dollars: \$10,184,000 + \$1,000,000 = \$11,184,000  
TDC's: \$2,546,000 + \$250,000 = \$2,796,000

Broward MPO is a direct recipient, and the cities of Pembroke Pines and Fort Lauderdale will implement the respective Mobility Hubs. The area funds were apportioned to the Miami UZA.

Broward MPO will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance). Broward MPO will ensure contractors procured will not be on the FTA Suspension and Debarment list.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in FTA-funded projects are produced in the United States (49 U.S.C. 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTAs Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of requirements may apply.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The following documents are attached to the application:

UPWP FY24-26, Page 58

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334283 (17th Street Mobility Hub)

FY 2024 STIP Page Uploaded into application documents on July 25, 2024, FM# 4334294 (Pembroke Pines Mobility Hub)

FY19 Transfer Form 1576  
FY21 Transfer Form 1576

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Original Award Executive Summary

This is a FY 2019 FHWA Transfer to Section 5307 Urbanized Area Formula Grants (flex) application in the amount of \$6,624,000. The application is for Mobility Hub capital improvements (e.g. multimodal / pedestrian facilities and transit information / wayfinding in support of transit services) throughout Broward County. This application intends to make use of \$1,000,000 out of the \$6,624,000 flex funds. Broward

MPO is a direct recipient. The area funds apportioned to Miami UZA.

Broward MPO acknowledges that it will use consultants / 3rd-party contractors to perform stated work / tasks and will comply with the following:

- a. The Grantee or Sub-grantee (when applicable) will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance); and
- b. The Grantee or Sub-grantee (when applicable) will ensure contractors procured will not be on the FTA Suspension and Debarment list.

The 2035 LRTP developed the concept of a Mobility Hub as a transit access point with frequent transit service, high development potential, and a critical point for trip generation or transfers within the transit system. Mobility Hubs aim to seamlessly integrate different modes of transportation (walking, bicycling, transit and automobiles) with investments in infrastructure that maximize first and last mile connectivity. The capital improvement projects in this application are the recommendations resulting from Mobility Hub Master Plans and focus on pedestrian and bicycle connections, secure and comfortable places to wait for transit, and safe and easy transfers between routes.

The project ALIs are below:

**Hollywood/SR7 Mobility Hub Capital Improvements (Design)**

This ALI covers the design of the priority recommendations from the Hollywood Boulevard / State Road 7 (SR7) Mobility Hub Plan (completed in January 2018). These recommendations are a combination of mobility, safety, and transit elements to improve the safety, connectivity, and quality of service for the transit rider.

**Hollywood/SR7 Mobility Hub Capital Improvements (Construction)**

This ALI covers the construction of the improvements along SR7 extending north and south, and on Hollywood Boulevard extending east and west of the intersection. Improvements will include bus shelters, pedestrian-scale lighting, pedestrian and bicycle connections to the neighborhoods, and other transit passenger amenities, in coordination with other planned investments such as FDOT's linear park on the east side of SR7 north of Hollywood Boulevard.

All improvements are consistent with FTA Circular 9030.1e and other FTA guidance.

The total application costs are as follows:

Federal: \$1,000,000 (Breakdown below)  
\$1,000,000 from FM 433429-2

TDC: \$250,000 (Breakdown below)  
\$250,000 from FM 433429-2

The following documents are attached to the application:

LRTP (7106-2016-3-P1 - Program Plan - Long Range Plan.pdf) - this document is applicable to all project activity line items.

UPWP (UPWP 2018\_2020 pages 91-94.pdf.pdf) - This document is applicable to all project activity line items.

TIP FY 19/23 Page 15-2-5 - (TIP FY 19-23 4334292.pdf)

FHWA Form 1576 / Transfer (signed) - This document applies to all project line items.

TDC FM 433429-2 ( 1TRC FM 433429-2 \$250,000.pdf) This TDC refers to the following project(s);  
Hollywood/SR7 Mobility Hub Capital Improvements

Section 106 Grantee Checklist - Hollywood Mobility Hub - (Sec 106 Grantee Checklist\_External-Hollywood Mobility Hub.pdf)

Hollywood NEPA Pre-Questionnaire Document - (Hollywood NEPA Document Final.pdf)

Categorical Exclusion #C5 Email - (RE\_ BMPO - Grant #7106-2019-1 - environmental considerations.pdf)

STIP FY 2010 - (2019-1101\_FDOT STIP Documentation.pdf) - This STIP is for Hollywood/SR7 Mobility Hub Capital Improvements.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

**Award Budget**

Total Award Budget: \$11,184,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$10,184,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$11,184,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

**Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

| <b>Funding Source</b>                               | <b>Section of Statute</b> | <b>CFDA Number</b> | <b>Amount</b>       |
|---|---------------------------|--------------------|---------------------|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3                    | 20507              | \$11,184,000        |
| Local   |                           |                    | \$0                 |
| Local/In-Kind                                       |                           |                    | \$0                 |
| State   |                           |                    | \$0                 |
| State/In-Kind                                       |                           |                    | \$0                 |
| Other Federal                                       |                           |                    | \$0                 |
| Transportation Development Credit                   |                           |                    | \$2,796,000         |
| Adjustment  |                           |                    | \$0                 |
| <b>Total Eligible Cost</b>                          |                           |                    | <b>\$11,184,000</b> |

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concur - Certified  
DOL Review Date: 2/7/2020  
DOL Certification Date: N/A

Amendment 1 DOL Decision: DOL Concur - Certified  
Amendment 1 DOL Review Date: 8/30/2024  
Amendment 1 DOL Certification Date: 8/30/2024

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Yvette Taylor  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: yvette.taylor@dot.gov  
Award Date: 8/30/2024

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*Gregory Stuart  
Executive Director  
Broward Metropolitan Planning Organization  
9/4/2024*