

SUBRECIPIENT AGREEMENT  
BETWEEN  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
And  
CITY OF FORT LAUDERDALE  
For  
"DOWNTOWN FORT LAUDERDALE MOBILITY HUB PROJECT"

2-3-15  
CM-14  
14-1357

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

AND

**CITY OF FORT LAUDERDALE**, a political subdivision of the state of Florida, hereinafter referred to as "City,"

WHEREAS, the BMPO is a Designated Recipient in the Miami Urbanized Area of federal assistance from the Federal Transit Administration ("FTA"); and

WHEREAS, the BMPO has set aside \$3.5 Million ("Grant Funds") to reimburse the City for design and construction of improvements in the Downtown Mobility Hub area (the "Project"), which is located in the City; and

WHEREAS, the BMPO will use an FTA Grant Agreement as the mechanism to reimburse the City, as it completes specified milestones for this Project. FTA approval of the Grant Agreement is anticipated April 2015, at which time the Agreement will be an exhibit to this Agreement; and

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

WHEREAS, the BMPO is responsible for ensuring that the Grant Funds are properly utilized to implement the Project and that the City complies with FTA's Section 5307 grant requirements; and

WHEREAS, the City desires to enhance the experience of pedestrians and transit passengers, walkability and other access to transit options, to encourage transit oriented development, and to spur economic development in the Downtown Mobility Hub area; and

WHEREAS, the City partnered with the BMPO and other project partners in 2011 to complete the Downtown Mobility Hub and Joint Development Initiative (JDI), which provides the blueprint and design concepts for streetscape improvements; and

WHEREAS, on February 3, 2015, the City Commission authorized the appropriate City officials to execute this Agreement with the BMPO; and

WHEREAS, on February 3, 2015, the BMPO Board authorized the appropriate BMPO officials to execute this Agreement with the City; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the BMPO and City 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 11, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **BMPO Board** – The Broward Metropolitan Planning Organization Board.
- 1.3 **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.
- 1.4 **City Contract Administrator** - The Director of the City of Fort Lauderdale Transportation and Mobility Department, or designee of the Director. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with 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, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2 PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the City to provide management of the design and construction of streetscape improvements in the Downtown Fort Lauderdale Mobility Hub as identified in the Fort Lauderdale Downtown Mobility Hub and Joint Development Initiative (JDI) completed in 2011 in partnership with the BMPO, the City of Fort Lauderdale, the South Florida Regional Transportation Authority, Fort Lauderdale Northwest-

Progresso-Flagler Heights Community Redevelopment Agency (NFP-CRA), and Florida Department of Transportation (FDOT). The partner agencies conducted the JDI in conjunction with the Broward Boulevard Gateway Project that established a long-term vision for Broward Boulevard as an entryway into Downtown Fort Lauderdale east of I-95. The effort included identifying opportunities for public-private partnership to develop a Mobility Hub. The Downtown Fort Lauderdale Mobility Hub Project includes design and construction of physical improvements to achieve a high-quality user experience, seamless mobility and mode transfer, walkability and bike ability, and to catalyze transit oriented development.

2.2 The Project area (Downtown Fort Lauderdale Mobility Hub) is located within a four block area generally bounded by Broward Boulevard, Andrews Avenue, NW 4<sup>th</sup> Street, and the Florida East Coast Railroad ("FEC") tracks. The City owns approximately four acres within the Project area. The Project focuses on connections to multiple modes of transportation, including:

- The Wave Streetcar
- The All Aboard Florida FEC commuter rail station
- Transportation Management Association (TMA) Community bus/trolleys
- Broward County Transit's Broward Central Terminal
- Future Central Broward East-West transit extensions and stations
- Future Tri-Rail Coastal Link

2.3 The City will be responsible for administering and managing the Project in a manner satisfactory to the BMPO and consistent with the concepts for streetscape improvements and implementation recommendations developed as part of the Downtown Mobility Hub and Joint Development Initiative (JDI).

### ARTICLE 3 GRANT PASS THROUGH REQUIREMENTS

3.1 Section 5307 Grant - City agrees to comply with all the terms and conditions set forth in Section 5307 grant agreement and the FTA Master Grant Agreement. A copy of the Grant agreement executed by BMPO will set out the allocation of Section 5307 funds for the Project ("Grant Agreement") and upon execution will be attached hereto as Exhibit "A", and the FTA Master Grant Agreement ("Master Agreement") is located at <http://www.fta.dot.gov/documents/21-Master.pdf>. City acknowledges that this Master Agreement may be amended by FTA from time to time and City agrees to abide by any and all such amendments. In consideration for BMPO's payment to City of the Section 5307 grant funds, City shall perform the Project in compliance with each and every applicable term and condition set forth in the Grant Agreement and the Master Agreement.

- 3.2 Grant Obligations - City shall comply with the applicable Section 5307 grant requirements applicable to Project, including, but not limited to compliance with requirements relating to the source of the local share, accounting, records retention, audit provisions, Disadvantaged Business Enterprise (DBE) requirements, competitive procurement, Davis Bacon Act requirements, and Buy America requirements. BMPO may enforce against City any right that FTA may enforce against BMPO pertaining to the provision of FTA funds to City from the BMPO under the Section 5307 grant.
- 3.3 Federal Requirements - In addition to the obligations of the Section 5307 grant, City must comply with any and all laws, statutes, rules, regulations, circulars, directives, and requirements of the federal and state government that relate to or in any manner affect the performance of public transit services and/or the Project grant funds under this Agreement. These regulations, circulars, and directives include, without limitation, the following: FTA Circular No. 4220.1F "Third Party Contracting Guidelines"; 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Office of Management and Budget (OMB) 2 CFR Chapter I, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards; Final Rule (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>); FTA "Best Practices Procurement Manual"; and any amendments or revisions to the foregoing. Anything in this Agreement to the contrary, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any BMPO requests which would cause BMPO to be in violation of the FTA terms and conditions related to the Grant Agreement or the Master Agreement, as may be amended by the FTA from time to time.
- 3.4 Progress and Financial Reports - City shall prepare narrative Progress Reports and Financial Reports on forms approved by the BMPO describing the progress of the work and expenditures for the Project funded under the Section 5307 grant quarterly (March 31, June 30, September 30, and December 31). The Progress Report must contain the following information: (1) description of the work completed during the prior period; (2) tasks expected to be completed during the next period; (3) explanations of any problems or delays encountered or anticipated; and (4) any other detail that may be reasonably requested by BMPO.

The Financial Reports must include, at a minimum, the information as described on the form attached as Exhibit "B".

Properly completed Progress and Financial Reports must be delivered to BMPO no later than 20 calendar days after the conclusion of each three month period as set forth above. Progress and Financial Reports are deliverables under this Agreement and must be reviewed and accepted by the BMPO prior to the BMPO's approval and payment of City's invoices.

- 3.5 Grant Indemnity – City's failure to reasonably perform its obligations related to the receipt of the Project Grant Funds shall constitute a material breach of this Agreement. City, to the extent permitted by law, agrees to indemnify and hold the BMPO harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by the City of its obligations related to the receipt of the Project Grant Funds, including, any demand for return of all or a portion of the Pilot Project Grant Funds (including interest and penalties). In the event there are changes made to the Grant Agreement after execution by BMPO and FTA, or the execution of this Agreement, the parties agree to amend this Agreement as necessary to comply with those changes.

#### ARTICLE 4 TERM

- 4.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until City performs all obligations and responsibilities, with respect to the funds set forth in Exhibit "A", imposed on BMPO by FTA for receipt of federal funds under the Section 5307 grant for the Project or December 31, 2019, whichever occurs first.
- 4.2 The parties hereto may extend this Agreement by mutual consent in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.

#### ARTICLE 5 CONSIDERATION AND PAYMENT

- 5.1 Pursuant to this Agreement, the BMPO has transferred \$3,500,000 from its FHWA funds to pay for those activities/tasks described in the Project funded under the FTA Section 5307 grant. The total FTA share for this Project is an amount not to exceed \$3,500,000, for actual costs incurred, including administrative costs payable to the BMPO and City. In the event the Project costs exceed the Grant amount the increase in the Project costs will be the sole responsibility of the City.
- 5.2 The BMPO shall have no obligation to independently fund the costs of the Project.
- 5.3 Reimbursement of the BMPO's and City's expenses for the Project funded under the Section 5307 grant shall be subject to the cost principles set forth in the OMB Final Rule (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>), as well as the applicable provisions of the Section 5307 grant. The BMPO agrees to reimburse City for its expenditures that are allowable under the Project grant.

The BMPO shall charge costs directly associated with the BMPO's oversight of the Project.

5.4 The City shall be reimbursed for the costs associated upon the satisfactory completion of the following milestones, as reasonably determined by the BMPO in its sole discretion:

- a. **Milestone 1** - The first milestone shall be submittal by the City to the BMPO of a Capital Improvement Project Phasing Plan identifying the scope and timing of projects within the Project area. The plan shall include a phasing approach for improvements relative to the discovered future plans and timing for the parcels within the Project area.

Upon approval by the BMPO of the Phasing Plan Report, the City shall be reimbursed for the invoiced costs associated with that effort. Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

- b. **Milestone 2** - The second milestone shall be for the initial design plans (30%) for the Project Design plans for streetscape and multimodal improvements per the Mobility Hub/JDI concept plan include but are not limited to:
  - i. Roadway infrastructure including bike lanes, sidewalks, other pedestrian infrastructure and pathways, and curbs
  - ii. Undergrounding of utilities
  - iii. Pedestrian and street lighting
  - iv. Street furniture such as benches, trash and recycling
  - v. Landscaping and green infrastructure components; and
  - vi. Wayfinding signage

Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

- c. **Milestone 3** - The third milestone shall be the completion of final design plans (100%) and construction bid documents to commence the Project. Design plans for streetscape and multimodal improvements per the Mobility Hub/JDI concept plan include but are not limited to:
  - i. Roadway infrastructure including bike lanes, sidewalks, other pedestrian infrastructure and pathways, and curbs
  - ii. Undergrounding of utilities
  - iii. Pedestrian and street lighting
  - iv. Street furniture such as benches, trash and recycling
  - v. Landscaping and green infrastructure components; and

vi. Wayfinding signage

Public outreach, communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

d. **Milestone 4** - The fourth milestone shall be construction of the Project.

The BMPO shall reimburse the City for the costs associated with obtaining all required development and permit approvals to commence construction, and the completion of the various phases of construction including but not limited to:

- i. Construction
- ii. Groundbreaking
- iii. Utility relocation
- iv. Curb, gutter, sidewalk, and pedestrian infrastructure
- v. Roadway design improvements including bike lanes
- vi. Planting areas and installation of landscaping
- vii. Conduit for electrical
- viii. Installation of street and pedestrian lighting; and
- ix. Wayfinding, street furniture, and amenity installation

Public outreach communication, and project/design management associated with completion of this milestone shall be documented and an allowable cost shall be made to the City under this milestone.

Completion of the construction phases will be deemed to have occurred when the City 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 plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the City for completion of the Project, in an amount not to exceed Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000). Upon satisfactory review and approval of all required documentation from the City, the BMPO shall pay the balance of the total contract amount after the costs reimbursed for the preceding milestones. Public Outreach, communication, and project/design/construction management associated with completion of this milestone shall be documented and an allowable cost under this milestone.

- 5.5 Upon receipt of City's properly documented invoice BMPO shall pay City the applicable federal share of the invoice within 30 days. City's invoice shall include



evidence that City has paid its local share contribution, if applicable, payroll records and invoices from City's contractor(s) and proof of payment to contractor(s) to verify that City has incurred the costs set out in its invoice. The BMPO reserves the right to require City to submit additional reasonable documentation to verify that City has incurred the costs set out in its invoice and that the amount of the invoice does not exceed the applicable federal share of the allocation of Section 5307 grant funds, less the BMPOs administrative costs under the Project grant.

- 5.6 If BMPO disputes any items on an invoice for a reasonable 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 City and the parties agree to timely meet to resolve any such disputes.
- 5.7 The BMPO's obligation to provide reimbursement to City shall be limited to the availability of funds to BMPO from FTA which are specifically earmarked for the Project. In the event that FTA shall deny any of BMPO's request for payments relating to the Project, or if FTA shall request the return of any funds relating to the Project that have been previously paid, City shall, within sixty (60) days of receiving notice from BMPO of FTA's denial or request for return of funds already paid, return to BMPO the funds that FTA has declined to reimburse or requested to be returned. City's requirement to return funds shall include the payment of any interest or penalties required by FTA.
- 5.8 Payment shall be made to City at:

Director  
Transportation & Mobility Department  
City of Fort Lauderdale  
290 NE 3<sup>rd</sup> Ave.  
Fort Lauderdale, Florida 33301

## ARTICLE 6 GOVERNMENTAL IMMUNITY

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 BMPO and the City 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.

## ARTICLE 7 Page 9 of 18

## INSURANCE

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

## ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, City'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.
- 8.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 8.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

## ARTICLE 9 MAINTENANCE OF RECORDS/AUDITS

- 9.1 City shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. City shall also maintain for a period of three (3) years from the latter of the date of Section 5307 grant close-out or expiration of this Agreement the financial information and data used by City in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. City agrees to permit the BMPO, FTA, the U.S. DOT Secretary 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 City books, records and accounts pertaining to the Section 5307 grant expenditures for this Project.
- 9.2 City shall be responsible for meeting the audit requirements of the OMB Final Rule (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>), and any further revision or supplement thereto. City agrees 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 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.

- 9.3 City and any of its contractors or 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 City to be applicable to City's and its subcontractors' records, City and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City or its subcontractors.

#### ARTICLE 10 NONDISCRIMINATION

- 10.1 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; AUTHORITY 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.
- 10.2 Contract Assurance: Neither City nor any of its contractors or subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. City 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 City to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

#### ARTICLE 11 MISCELLANEOUS

- 11.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

11.1.1 City shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Section 5307 grant for the Project. City shall pay directly such parties for all amounts due under said contracts.

11.1.2 Neither City nor the BMPO 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 either of them based upon this Agreement.

## 11.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or 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 Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to:

City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

### For BMPO:

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

With a copy to:

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

### 11.3 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. The references herein to the Federal Transit Administration or FTA shall include any successor agency or department of the United States Government.

### 11.4 COMPLIANCE WITH LAWS

Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

### 11.5 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 unless CITY or the BMPO elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

### 11.6 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.

### 11.7 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 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all FTA mandated terms shall

be deemed to control in the event of a conflict with other provisions contained in this Agreement.

#### 11.8 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, the BMPO AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 11.9 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 the City of Fort Lauderdale City Commission and the BMPO Board or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 11.10 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.

#### 11.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A" and "B" as referenced herein are incorporated into and made a part of this Agreement.

#### 11.12 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.

11.13. 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 February 3, 2015, and **BROWARD METROPOLITAN PLANNING ORGANIZATION**, signing by and through its Chair and Executive Director, duly authorized to execute same.

"CITY"

CITY OF FORT LAUDERDALE

By:   
JOHN P. "JACK" SEILER,  
MAYOR

By:   
LEE FELDMAN, CITY MANAGER


This 22nd day of November, 2015.

Attest:

  
By: \_\_\_\_\_  
JEFFREY A. MODARELLI, CITY CLERK

(SEAL)


APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:   
Cynthia A. Everett, City Attorney  
*Cole Cupertino, Assistant City Attorney*



SUBRECIPIENT AGREEMENT BETWEEN BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITY OF FORT LAUDERDALE FOR THE "DOWNTOWN FORT LAUDERDALE MOBILITY HUB PROJECT"

"BMPO"

By:   
Gregory Stuart, Executive Director


9 day of FEB, 2017

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

By:   
Richard Blattner, Chair

9 day of FEB, 2017

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 & Popok, P.L.

## **EXHIBIT LIST**

**Exhibit “A”** -- Grant Agreement (to be attached)

**Exhibit “B”** -- Financial Report Form (to be attached)

# EXHIBIT

## “A”

# DOT

U.S. Department of Transportation

# FTA

Federal Transit Administration

## Award

<b>Federal Award Identification Number (FAIN)</b>	FL-2016-028-00
<b>Temporary Application Number</b>	7106-2016-3
<b>Award Name</b>	Downtown Fort Lauderdale Mobility Hub: Streetscape
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

## Part 1: Recipient Information

**Name: Broward Metropolitan Planning Organization**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
7106	Multi County Agency	BROWARD METROPOLITAN PLANNING ORGANIZATION	831340828

Location Type	Address	City	State	Zip
Headquarters				
Physical Address	100 W CYPRESS CREEK RD STE 850	FORT LAUDERDALE	FL	33309
Mailing Address	100 W CYPRESS CREEK ROAD SUITE 850	FORT LAUDERDALE	FL	33309

## Union Information

<b>Union Name</b>	NONE
<b>Address 1</b>	
<b>Address 2</b>	
<b>City</b>	
<b>State</b>	
<b>Zipcode</b>	
<b>Contact Name</b>	NONE
<b>Telephone</b>	
<b>Fax</b>	

E-mail  
Website

## Part 2: Award Information

### Title: Downtown Fort Lauderdale Mobility Hub: Streetscape

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
FL-2016-028-00	Active (Executed)	Grant	3/8/2016	3/8/2016	No

#### Award Executive Summary

This is an FY 2014 STP Flex (Section 5307) application in the amount of \$3,500,000, starting on July 31, 2016 and ending on June 30, 2019. This is not a request for Research & Development. The Broward MPO will apply the indirect cost rate to Force Account grant activities (for ALI 11.72.11). The Broward MPO is an FTA Direct Recipient. The funds are for the construction of streetscape improvements as part of the Downtown Fort Lauderdale Mobility Hub. The local match is from the State of Florida as toll revenue credits.

#### Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

#### Requires E.O. 12372 Review

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

#### Subject to Pre-Award Authority

Yes, this application is subject to Pre-Award Authority.

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

No, this Grant does not use Lapsing Funds.

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

Quarterly

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

Quarterly

## Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
James	Cromar	Director of Planning	cromarj@browardmpo.org	954-876-0038
	jerimiah.easley@dot.gov			
	richelle.gosman@dot.gov	Local Security Manager		

## Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$3,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$875,000
<b>Total Eligible Cost</b>			<b>\$3,500,000</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2016-028-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$1,331,000.00	\$0.00	\$1,331,000.00	6
FL-2016-028-01-00	11.71.04 CONSTRUCTION MANAGEMENT - 3RD PARTY	\$240,000.00	\$0.00	\$240,000.00	1
FL-2016-028-01-00	11.71.11 OTHER 3RD PARTY CONTRACTUAL SERVICES	\$10,000.00	\$0.00	\$10,000.00	1
FL-2016-028-01-00	11.72.03 FORCE ACCOUNT - PROJECT MGMT	\$211,000.00	\$0.00	\$211,000.00	1
FL-2016-028-01-00	11.72.10 FORCE ACCOUNT - INSPECTION	\$35,000.00	\$0.00	\$35,000.00	1
FL-2016-028-01-00	11.72.11 FORCE ACCOUNT - OTHER	\$35,000.00	\$0.00	\$35,000.00	1
FL-2016-028-01-00	11.75.95 RIGHT-OF-WAY UTILITY RELOCATION	\$800,000.00	\$0.00	\$800,000.00	1
FL-2016-028-01-00	119-00 (119-A2) Bus Associated Transit Improvements	\$2,169,000.00	\$0.00	\$2,169,000.00	4
FL-2016-028-01-00	11.91.03 ENG/DESIGN LANDSCAPING / SCENIC BEAUTIFICATION	\$170,500.00	\$0.00	\$170,500.00	1
FL-2016-	11.91.05 ENG/DESIGN PED	\$200,000.00	\$0.00	\$200,000.00	1



The Broward MPO developed the concept of Mobility Hubs as high-density places where readily-available and high-quality transit service intersects with dense, mixed-use development, as well as bicycle and pedestrian-friendly urban design. A Mobility Hub is a place where people go to make transportation connections. More specifically, Mobility Hubs are critical points within the multi-modal transportation system, with frequent transit service, connections for walking, biking, park-n-ride, transit, and carpooling, proximity to areas with high development potential, and opportunities to generate transit ridership and transfers.

The Downtown Fort Lauderdale Mobility Hub will be a multi-block intermodal terminal that will connect various transportation choices. Current transit service includes ?local bus service to points throughout Broward County, shuttle bus connections to Tri-Rail stations, and Sun Trolley community shuttle connections. Upcoming transit service includes the?? Wave Streetcar project,?? All-Aboard Florida/Brightline (intercity passenger rail service on the Florida East Coast (FEC) corridor between Downtown Miami and Orlando,??Tri-Rail Coastal Link (FEC commuter rail passenger rail service), and regional express bus service.

#### Location Description

The project study area is a roughly four (4) block area that lies north and west of the northwest corner of Broward Boulevard and Andrews Avenue. The study area limits has a southern boundary of Broward Boulevard, northern boundary of NW 4th Street, eastern boundary of Andrews Avenue and western boundary of the FEC Railroad.

#### Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

### Project Location (Urbanized Areas)

UZA Code	Area Name
120000	Florida
120180	Miami, FL

### Congressional District Information

State	District	Representative
Florida	20	Alcee L. Hastings
Florida	22	Lois Frankel

### Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$3,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0



State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$875,000
<b>Total Eligible Cost</b>	<b>\$3,500,000</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
FL-2016-028-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$1,331,000.00	\$0.00	\$1,331,000.00	6
FL-2016-028-01-00	11.71.04 CONSTRUCTION MANAGEMENT - 3RD PARTY	\$240,000.00	\$0.00	\$240,000.00	1
FL-2016-028-01-00	11.71.11 OTHER 3RD PARTY CONTRACTUAL SERVICES	\$10,000.00	\$0.00	\$10,000.00	1
FL-2016-028-01-00	11.72.03 FORCE ACCOUNT - PROJECT MGMT	\$211,000.00	\$0.00	\$211,000.00	1
FL-2016-028-01-00	11.72.10 FORCE ACCOUNT - INSPECTION	\$35,000.00	\$0.00	\$35,000.00	1
FL-2016-028-01-00	11.72.11 FORCE ACCOUNT - OTHER	\$35,000.00	\$0.00	\$35,000.00	1
FL-2016-028-01-00	11.75.95 RIGHT-OF-WAY UTILITY RELOCATION	\$800,000.00	\$0.00	\$800,000.00	1
FL-2016-028-01-00	119-00 (119-A2) Bus Associated Transit Improvements	\$2,169,000.00	\$0.00	\$2,169,000.00	4
FL-2016-028-01-00	11.91.03 ENG/DESIGN LANDSCAPING / SCENIC BEAUTIFICATION	\$170,500.00	\$0.00	\$170,500.00	1
FL-2016-028-01-00	11.91.05 ENG/DESIGN PED ACCESS / WALKWAYS	\$200,000.00	\$0.00	\$200,000.00	1
FL-2016-028-01-00	11.93.03 CONSTRUCT LANDSCAPING / SCENIC BEAUTIFICATION	\$852,000.00	\$0.00	\$852,000.00	1

FL-2016-028-01-00	11.93.05	CONSTRUCT PED ACCESS / WALKWAYS	\$946,500.00	\$0.00	\$946,500.00	1
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## Project Budget Activity Line Items

### Budget Activity Line Item: 11.71.04 - CONSTRUCTION MANAGEMENT - 3RD PARTY

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

#### Extended Budget Description

Cost to hire a consultant to oversee the construction of the project. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

#### 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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$240,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$60,000
<b>Total Eligible Cost</b>			<b>\$240,000</b>

Milestone Name	Est. Completion Date	Description
Bid Date	11/30/2017	Go out to bid for consultant services.
Contract Award	2/28/2018	Award contract for consultant services.
Contract Completed	3/31/2019	Contract complete at the end of construction.

### Budget Activity Line Item: 11.72.03 - FORCE ACCOUNT - PROJECT MGMT

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.72.03	FORCE ACCOUNT - PROJECT MGMT	FORCE ACCOUNT OTHER CAPITAL ITEMS	1

**Extended Budget Description**

In-House Project Manager - This is cost associated with hiring a project manager to oversee the day-to-day functions of managing/implementing the project. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$211,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$52,750
<b>Total Eligible Cost</b>			<b>\$211,000</b>

Milestone Name	Est. Completion Date	Description
Hire Project Manager	7/31/2016	Hire Project Manager
Project Completion/Acceptance	3/31/2019	At completion and acceptance of project, project manager tasks are complete
Design Completion	11/30/2017	Complete the design of the Mobility Hub streetscape improvements

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

Scope Name / Code	Line Item #	Custom 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**

Cost associated with the contract administration for reporting, coordination with the sub recipient, and other contract related activities. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY	5307-3	20507	\$35,000

2007 fwd)	
<b>Local</b>	<b>\$0</b>
Local/In-Kind	\$0
<b>State</b>	<b>\$0</b>
State/In-Kind	\$0
<b>Other Federal</b>	<b>\$0</b>
Transportation Development Credit	\$8,750
<b>Total Eligible Cost</b>	<b>\$35,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	7/31/2016	MPO begins oversight of project administrations.
End Date	6/30/2019	MPO completes project oversight and closes out project administration.

**Budget Activity Line Item: 11.91.03 - ENG/DESIGN LANDSCAPING / SCENIC BEAUTIFICATION**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.91.03	ENG/DESIGN LANDSCAPING / SCENIC BEAUTIFICATION	ENGINEERING/DESIGN (TRANSIT ENHANCEMENTS)	1

**Extended Budget Description**

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, landscape, utilities, lighting, signage, softscape, street furniture, outreach, public involvement, surveying, and permitting. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$170,500
<b>Local</b>			<b>\$0</b>
Local/In-Kind			\$0
<b>State</b>			<b>\$0</b>
State/In-Kind			\$0
<b>Other Federal</b>			<b>\$0</b>
Transportation Development Credit			\$42,625
<b>Total Eligible Cost</b>			<b>\$170,500</b>

Milestone Name	Est. Completion Date	Description
Bid Date	8/31/2016	Go out to bid for consultant services.
Contract closed	12/31/2017	Close out contract at completion of consultant services.
Contract Award	12/31/2016	Complete procurement to award the contract for consultant services.

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

Scope Name / Code	Line Item #	Custom 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**

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, landscape, utilities, lighting, signage, softscape, street furniture, outreach, public involvement, surveying, and permitting. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	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
<b>Total Eligible Cost</b>			<b>\$200,000</b>

Milestone Name	Est. Completion Date	Description
Bid Date	8/31/2016	Go out to bid for consultant services.
Contract Closed	12/31/2017	Close out contract at the completion of consultant services.
Contract Award	12/31/2016	Award contract for consultant services.

**Budget Activity Line Item: 11.71.11 - OTHER 3RD PARTY CONTRACTUAL SERVICES**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.71.11	OTHER 3RD PARTY CONTRACTUAL SERVICES	3RD PARTY CONTRACTS	1

#### Extended Budget Description

Cost associated with a planning level phasing plan of the overall area. This will be the first task within the design contract. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

#### 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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$10,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$2,500
<b>Total Eligible Cost</b>			<b>\$10,000</b>

Milestone Name	Est. Completion Date	Description
Bid Date	8/31/2016	Go out to bid for consultant services.
Contract Award	12/31/2016	Award contract for consultant services.
Contract Closed	12/31/2017	Close out contract at the completion of consultant services.

#### Budget Activity Line Item: 11.93.03 - CONSTRUCT LANDSCAPING / SCENIC BEAUTIFICATION

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Bus Associated Transit Improvements (119-00)	11.93.03	CONSTRUCT LANDSCAPING / SCENIC BEAUTIFICATION	CONSTRUCTION	1

#### Extended Budget Description

Cost associated with constructing all components of the project to include, but not limited to: hardscape, landscape, utilities, lighting, signage, softscape, street furniture, surveying, maintenance of traffic, mobilization, and permitting. This also includes required outreach and public involvement efforts. Useful life will be 20 years for the sidewalk/hardscapes.

#### 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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$852,000
<b>Local</b>			\$0
Local/In-Kind			\$0
<b>State</b>			\$0
State/In-Kind			\$0
<b>Other Federal</b>			\$0
Transportation Development Credit			\$213,000
<b>Total Eligible Cost</b>			<b>\$852,000</b>

Milestone Name	Est. Completion Date	Description
Bid Date	2/28/2018	Go out to bid for consultant services
Contract Award	5/31/2018	Award contract for consultant services.
Contract Completed	3/31/2019	Contract complete at the end of the construction period.

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

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

**Extended Budget Description**

Cost associated with constructing all components of the project to include, but not limited to: hardscape, landscape, utilities, lighting, signage, softscape, street furniture, surveying, maintenance of traffic, mobilization, and permitting. This also includes required outreach and public involvement efforts. Useful life will be 20 years for the sidewalk/hardscapes.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$946,500
<b>Local</b>			\$0
Local/In-Kind			\$0
<b>State</b>			\$0
State/In-Kind			\$0

Other Federal	\$0
Transportation Development Credit	\$236,625
<b>Total Eligible Cost</b>	<b>\$946,500</b>

Milestone Name	Est. Completion Date	Description
Bid Date	2/28/2018	Go out to bid for consultant services.
Contract Award	5/31/2018	Award contract for consultant services.
Contract Completed	3/31/2019	Contract complete at the end of construction.

**Budget Activity Line Item: 11.75.95 - RIGHT-OF-WAY UTILITY RELOCATION**

Scope Name / Code	Line Item #	Custom 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**

Cost associated with constructing all components of the project to include, but not limited to: hardscape, landscape, utilities, lighting, signage, softscape, street furniture, surveying, maintenance of traffic, mobilization, and permitting. This also includes required outreach and public involvement efforts. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$800,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$200,000
<b>Total Eligible Cost</b>			<b>\$800,000</b>

Milestone Name	Est. Completion Date	Description
Bid Date	2/28/2018	Go out to bid for consultant services.
Contract Award	5/31/2018	Award contract for consultant services.
Contract Completed	5/31/2019	Contract complete at the end of construction.



<b>Budget Activity Line Item: 11.72.10 - FORCE ACCOUNT - INSPECTION</b>
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Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.72.10	FORCE ACCOUNT - INSPECTION	FORCE ACCOUNT OTHER CAPITAL ITEMS	1

**Extended Budget Description**

Cost to cover in-house City inspectors to support inspection of construction activities in ALI's 11.93.03, 11.93.05, and 11.75.95. For this capital expenditure ALI, no items will exceed \$5,000 in cost.

**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
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$35,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$8,750
<b>Total Eligible Cost</b>			<b>\$35,000</b>

Milestone Name	Est. Completion Date	Description
Inspection Completed	6/1/2019	
Inspection Begins	9/1/2018	
Final Inspections Begin	4/1/2019	Beginning of inspections for final acceptance

## Project Environmental Findings

<b>Finding: Class II(c) - Categorical Exclusions (C-List)</b>
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**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**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)	11.72.03	FORCE ACCOUNT - PROJECT MGMT	1	\$211,000.00	\$211,000.00

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

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**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	\$35,000.00	\$35,000.00

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

**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**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
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Bus Associated Transit Improvements (119- 00)	11.91.03	ENG/DESIGN LANDSCAPING / SCENIC BEAUTIFICATION	1	\$170,500.00	\$170,500.00
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<b>Finding: Class II(c) - Categorical Exclusions (C-List)</b>
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**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**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	\$200,000.00	\$200,000.00

<b>Finding: Class II(c) - Categorical Exclusions (C-List)</b>
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**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**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)	11.71.11	OTHER 3RD PARTY CONTRACTUAL SERVICES	1	\$10,000.00	\$10,000.00

<b>Finding: Class II(c) - Categorical Exclusions (C-List)</b>
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**Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

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)	11.93.03	CONSTRUCT LANDSCAPING / SCENIC BEAUTIFICATION	1	\$852,000.00	\$852,000.00

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

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

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	CONSTRUCT PED ACCESS / WALKWAYS	1	\$946,500.00	\$946,500.00

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

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

### Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

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	1	\$800,000.00	\$800,000.00

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

##### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

### 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)	11.72.10	FORCE ACCOUNT - INSPECTION	1	\$35,000.00	\$35,000.00

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

##### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, 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. Class II(c) does not require documentation.

### 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
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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	1	\$240,000.00	\$240,000.00

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

Comment By doretha.foster@dot.gov

Comment Type Application Details

Date 8/8/2016

Civil Rights Concurrence With Comments

BROWARD METROPOLITAN PLANNING ORGANIZATION (MPO) 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 Board's 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 BROWARD METROPOLITAN PLANNING ORGANIZATION must comply with:

Comment

- As required under DOT ADA Standard 206.3, Broward MPO 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, Broward MPO must ensure that curb ramps will have detectable warnings.
- As required under DOT ADA Standard 810.2, Broward 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 Regulation 49 C.F.R. 37.43(a)(2) and DOT ADA Standard 202.3, Broward MPO must ensure that the path of travel to the altered or added portion of the facility must be made accessible, to the maximum extent feasible.
- As required by DOT ADA Standard 202.4 and DOT ADA Regulation 49 C.F.R. 37.43(e)(1), if the path of travel cannot be made accessible, COTA must submit to FTA an analysis demonstrating that the cost of making the path of travel accessible is disproportionate to (i.e., > 20%) the cost of the alterations or additions to the primary function area.

• As required by DOT ADA Standard 202.4 and DOT ADA Regulation 49 C.F.R. 37.43(b), if the path of travel cannot be made accessible, Broward MPO must submit to FTA an analysis demonstrating that site-specific conditions prevent you from making the path of travel accessible. Include relevant diagrams and maps.

The information provided above 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.

## Application Review Comments

**Comment By** richelle.gosman@dot.gov

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**Comment Type** FTA Post Review Comments for Grantee

**Date** 7/11/2016

**Comment** 1. The attachment of the TDC approval at the application level is correct. However, the appropriate amount of toll credits must be reflected in the appropriate area in the Budget Control Totals of each ALI in TrAMS. You will see the option to add these amounts in the Activity Line Items and Budget Screen [See screenshot below].

2. For all of those capital expenditure ALIs without items over \$5k (i.e., 11.75.95), must explicitly state that no items will exceed \$5k in cost.

**Comment By** richelle.gosman@dot.gov

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**Comment Type** FTA Post Review Comments for Grantee

**Date** 8/10/2016

**Comment** Comment from the Program Manager: Please add an "inspection begins" milestone and remove the "Project is Accepted" and "Project Enters Warranty Phase" milestones because they aren't relevant to the ALI.

## Part 6: Agreement

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

**GRANT AGREEMENT  
(FTA G-22, October 1, 2015)**

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(22), October 1, 2015, <http://www.fta.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 GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD 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

DUNS No: 831340828

#### **Award Information**

Federal Award Identification Number: FL-2016-028-00

Award Name: Downtown Fort Lauderdale Mobility Hub: Streetscape

Award Executive Summary: This is an FY 2014 STP Flex (Section 5307) application in the amount of \$3,500,000, starting on July 31, 2016 and ending on June 30, 2019. This is not a request for Research & Development. The Broward MPO will apply the indirect cost rate to Force Account grant activities (for ALI 11.72.11). The Broward MPO is an FTA Direct Recipient. The funds are for the construction of streetscape improvements as part of the Downtown Fort Lauderdale Mobility Hub. The local match is from the State of Florida as toll revenue credits.

Total Award Budget: \$3,500,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,500,000.00

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): \$3,500,000.00

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)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$3,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$875,000
<b>Total Eligible Cost</b>			<b>\$3,500,000</b>

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

### Project Information

Project Number	Project Title	Project Description
FL-2016-028-01-00	Downtown Fort Lauderdale Mobility Hub Streetscape	This is an FY 2014 STP Flex (Section 5307) application in the amount of \$3,500,000 and a Joint Development Initiative to identify opportunities surrounding a public-private partnership to develop a Mobility Hub in Downtown Fort Lauderdale. The Broward MPO will fund the design and construction of streetscape improvements to ensure connectivity with the mass transit services, facilitate ease of movement throughout the area, and promote safety for pedestrians and bicyclists. The streetscape improvements will be in compliance with the guiding Fort Lauderdale plans, policies and programs, and will include hardscape and softscape elements such as traffic calming and pedestrian safety treatments, wide sidewalks, landscaping, and street furniture such as benches, trash receptacles, bicycle racks and light poles.

### Project Funding Summary

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)	5307-3	20507	\$3,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal	\$0
Transportation Development Credit	\$875,000
<b>Total Eligible Cost</b>	<b>\$3,500,000</b>

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

Original Certification Date: 9/1/2016 6:17 PM GMT+00:00

**TERMS AND CONDITIONS**

**Special Conditions**

There are no special conditions.

Awarded By:  
dudley.whyte@dot.gov  
Supervisor  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: Dudley.Whyte@dot.gov  
Award Date: 9/20/2016 3:47 PM GMT+00:00

**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:  
Michael Ronskavitz  
Deputy Director  
Broward Metropolitan Planning Organization  
9/21/2016 3:40 PM GMT+00:00

# EXHIBIT

## “B”

**VENDOR NAME/LOGO**

Address  
City, State, Zip  
Tel #

**INVOICE**

**BILL TO:**  
Broward Metropolitan Planning Organization  
100 West Cypress Creek Road Suite 550  
Fort Lauderdale Florida 33309  
954-876-0033  
Attn: *MPO Project Manager Name*

Invoice Date: 8/25/2017  
Invoice No: 1

Project Name/Description: \_\_\_\_\_

Service Period				Contract Number		Contract Execution Date		Contract		
December 12, 2015		-	December 31, 2015		RFP-02		6/30/2014		3/30/2015	
Task No.	Task Name	Budgeted Amount	Cummulative total % of task prev billed	% of Task complete this period	YTD % of Task complete	Complete	Previously Billed	Billed this period	Remaining Budget	
1.	Title A	\$ 1,000.00	0.0%	5.0%	5.0%		\$ -	\$ 50.00	\$ 950.00	
2.	Title B	\$ 2,000.00	0.0%	2.5%	2.5%		\$ -	\$ 50.00	\$ 1,950.00	
3.	Title C	\$ 3,000.00	0.0%	1.7%	1.7%		\$ -	\$ 50.00	\$ 2,950.00	
4.	Title D	\$ 4,000.00	0.0%	1.3%	1.3%		\$ -	\$ 50.00	\$ 3,950.00	
5.	Title E	\$ 5,000.00	0.0%	1.0%	1.0%		\$ -	\$ 50.00	\$ 4,950.00	
6.	Title F	\$ 6,000.00	0.0%	0.8%	0.8%		\$ -	\$ 50.00	\$ 5,950.00	
7.	Title G	\$ 7,000.00	0.0%	0.7%	0.7%		\$ -	\$ 50.00	\$ 6,950.00	
8.	Title H	\$ 8,000.00	0.0%	0.6%	0.6%		\$ -	\$ 50.00	\$ 7,950.00	
9.	Title I	\$ 9,000.00	0.0%	0.6%	0.6%		\$ -	\$ 50.00	\$ 8,950.00	
10.	Title J	\$ 10,000.00	0.0%	0.5%	0.5%		\$ -	\$ 50.00	\$ 9,950.00	
11.	Title K	\$ 11,000.00	0.0%	0.5%	0.5%		\$ -	\$ 50.00	\$ 10,950.00	
12.	Title L	\$ 12,000.00	0.0%	0.4%	0.4%		\$ -	\$ 50.00	\$ 11,950.00	
13.	Title M	\$ 13,000.00	0.0%	0.4%	0.4%		\$ -	\$ 50.00	\$ 12,950.00	
14.	Title N	\$ 14,000.00	0.0%	0.4%	0.4%		\$ -	\$ 50.00	\$ 13,950.00	
15.	Title O	\$ 15,000.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,950.00	
16.	Title P	\$ 15,001.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,951.00	
17.	Title Q	\$ 15,002.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,952.00	
18.	Title R	\$ 15,003.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,953.00	
19.	Title S	\$ 15,004.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,954.00	
20.	Title T	\$ 15,005.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,955.00	
21.	Title U	\$ 15,006.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,956.00	
22.	Title V	\$ 15,007.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,957.00	
23.	Title W	\$ 15,008.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,958.00	
24.	Title X	\$ 15,009.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,959.00	
25.	Title Y	\$ 15,010.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,960.00	
26.	Title Z	\$ 15,011.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,961.00	
27.	Title AA	\$ 15,012.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,962.00	
28.	Title AB	\$ 15,013.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,963.00	
29.	Title AC	\$ 15,014.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,964.00	
30.	Title AD	\$ 15,015.00	0.0%	0.3%	0.3%		\$ -	\$ 50.00	\$ 14,965.00	
	Total	\$ 345,120.00					\$ -	\$ 1,500.00	\$ 343,620.00	

TOTAL to be paid on this invoice =

\$ 1,500.00

Authorized Signature: \_\_\_\_\_

MPO Project Manager Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

# VENDOR NAME/LOGO

Address  
City, State, Zip  
Tel #

## DBE REPORTING

Service Period 12/12/15 - 12/31/15

DBE Contract Amt: \$ 36,000.00

DBE Firm A:	Company Name A	DBE Firm A Amount Allocated:	\$ 10,000.00
DBE Firm B:	Company Name B	DBE Firm B Amount Allocated:	\$ 2,500.00
DBE Firm C:	Company Name C	DBE Firm C Amount Allocated:	\$ 2,000.00
DBE Firm D:	Company Name D	DBE Firm D Amount Allocated:	\$ 1,000.00
DBE Firm E:	Company Name E	DBE Firm E Amount Allocated:	\$ 5,000.00
DBE Firm F:	Company Name F	DBE Firm F Amount Allocated:	\$ 5,000.00
DBE Firm G:	Company Name G	DBE Firm G Amount Allocated:	\$ 10,500.00
DBE Firm H:	Company Name H	DBE Firm H Amount Allocated:	\$ 3,000.00
DBE Firm I:	Company Name I	DBE Firm I Amount Allocated:	\$ 4,000.00
DBE Firm J:	Company Name J	DBE Firm J Amount Allocated:	\$ 6,000.00
			<b>\$ 49,000.00</b>

DBE Firm	Amt Allocated	DBE Prev Billed	DBE Billed this period	YTD DBE Billed	DBE Remaining	Cummulative total % of DBE prev billed	% DBE this period	% YTD DBE
Company Name A	\$ 10,000.00	\$ 1,000.00	\$ 50.00	\$ 1,050.00	\$ 8,950.00	10.0%	0.5%	10.5%
Company Name B	\$ 2,500.00	\$ 50.00	\$ 60.00	\$ 110.00	\$ 2,390.00	2.0%	2.4%	4.4%
Company Name C	\$ 2,000.00	\$ 50.00	\$ 70.00	\$ 120.00	\$ 1,880.00	2.5%	3.5%	6.0%
Company Name D	\$ 1,000.00	\$ 50.00	\$ 80.00	\$ 130.00	\$ 870.00	5.0%	8.0%	13.0%
Company Name E	\$ 5,000.00	\$ 50.00	\$ 90.00	\$ 140.00	\$ 4,860.00	1.0%	1.8%	2.8%
Company Name F	\$ 5,000.00	\$ 50.00	\$ 100.00	\$ 150.00	\$ 4,850.00	1.0%	2.0%	3.0%
Company Name G	\$ 10,500.00	\$ 50.00	\$ 110.00	\$ 160.00	\$ 10,340.00	0.5%	1.0%	1.5%
Company Name H	\$ 3,000.00	\$ 50.00	\$ 115.00	\$ 165.00	\$ 2,835.00	1.7%	3.8%	5.5%
Company Name I	\$ 4,000.00	\$ 50.00	\$ 120.00	\$ 170.00	\$ 3,830.00	1.3%	3.0%	4.3%
Company Name J	\$ 6,000.00	\$ 50.00	\$ 125.00	\$ 175.00	\$ 5,825.00	0.8%	2.1%	2.9%
<b>Total</b>	<b>\$ 49,000.00</b>	<b>\$ 1,450.00</b>	<b>\$ 920.00</b>	<b>\$ 2,370.00</b>	<b>\$ 46,630.00</b>	<b>3.0%</b>	<b>1.9%</b>	<b>4.8%</b>

## Cost Summary and Progress Report

**Task No:** 1.  
**Task Name:** Title A

<b>Budgeted Amount</b>	<b>\$1,000.00</b>	<b>100.0%</b>
Previously Billed	-\$0.00	0.0%
Billed this period	-\$50.00	5.0%
<b>Remaining Budget</b>	<b>\$950.00</b>	<b>95.0%</b>

**% of Task complete this period** **5.0%**

**Billed this period details:**

**Salary Costs:**

**Notes:**

Consultant	\$10.00
Sub-Consultant 1	\$10.00
Sub-Consultant 2	\$10.00

**Other Direct:**

Travel	\$10.00
Equipment	\$5.00
Materials	\$5.00

<b>Billed this period</b>	<b>\$50.00</b>
---------------------------	----------------

**Progress Report:**

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

## Cost Summary and Progress Report

**Task No:** 2.  
**Task Name:** Title B

<b>Budgeted Amount</b>	<b>\$2,000.00</b>	<b>100.0%</b>
Previously Billed	-\$0.00	0.0%
Billed this period	<u>-\$50.00</u>	2.5%
<b>Remaining Budget</b>	<b>\$1,950.00</b>	<b>97.5%</b>

**% of Task complete this period** 2.5%

### Billed this period details:

#### Salary Costs:

#### Notes:

Consultant	\$10.00
Sub-Consultant 1	\$10.00
Sub-Consultant 2	\$10.00

#### Other Direct:

Travel	\$10.00
Equipment	\$5.00
Materials	<u>\$5.00</u>

**Billed this period** **\$50.00**

### Progress Report:

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

## Cost Summary and Progress Report

**Task No:** 3.  
**Task Name:** Title C

<b>Budgeted Amount</b>	<b>\$3,000.00</b>	<b>100.0%</b>
Previously Billed	-\$0.00	0.0%
Billed this period	<u>-\$50.00</u>	1.7%
<b>Remaining Budget</b>	<b>\$2,950.00</b>	<b>98.3%</b>

**% of Task complete this period** 1.7%

### **Billed this period details:**

#### **Salary Costs:**

#### **Notes:**

Consultant	\$10.00
Sub-Consultant 1	\$10.00
Sub-Consultant 2	\$10.00

#### **Other Direct:**

Travel	\$10.00
Equipment	\$5.00
Materials	<u>\$5.00</u>

**Billed this period** **\$50.00**

### **Progress Report:**

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.



## Cost Summary and Progress Report

**Task No:** 4.  
**Task Name:** Title D

<b>Budgeted Amount</b>	<b>\$4,000.00</b>	<b>100.0%</b>
Previously Billed	-\$0.00	0.0%
Billed this period	<u>-\$50.00</u>	1.3%
<b>Remaining Budget</b>	<b>\$3,950.00</b>	<b>98.8%</b>

**% of Task complete this period** **1.3%**

### Billed this period details:

#### Salary Costs:

Notes:

Consultant	\$10.00
Sub-Consultant 1	\$10.00
Sub-Consultant 2	\$10.00

#### Other Direct:

Travel	\$10.00
Equipment	\$5.00
Materials	<u>\$5.00</u>

**Billed this period** **\$50.00**

### Progress Report:

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

Cost Summary and Progress Report

Task No: 5.  
Task Name: Title E

Budgeted Amount	\$5,000.00	100.0%
Previously Billed	-\$0.00	0.0%
Billed this period	<u>-\$50.00</u>	1.0%
Remaining Budget	\$4,950.00	99.0%

% of Task complete this period 1.0%

Billed this period details:

Salary Costs:		Notes:
Consultant	\$10.00	
Sub-Consultant 1	\$10.00	
Sub-Consultant 2	\$10.00	
Other Direct:		
Travel	\$10.00	
Equipment	\$5.00	
Materials	<u>\$5.00</u>	
Billed this period	\$50.00	

Progress Report:

Provide a narrative of the progress of the task in this space, ensuring that your explanation applies to the fees listed in the task for this billing. Make sure the narrative is viewable by resizing the cell if needed.

## Subcontractor's Certificate of Previous Payment

Note: The Prime Contractor shall attach this statement to current payment invoices, completed by each Subcontractor whose work appears on the previous payment invoice.

KNOW ALL MEN BY THESE PRESENTS, That (name) \_\_\_\_\_  
representing \_\_\_\_\_, whose  
address is \_\_\_\_\_, with the  
title of \_\_\_\_\_, whom after being first duly sworn, upon oath  
deposes and says that pursuant to the provisions of the contract for:

CONTRACT NO. \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_

that all monies due him, in accordance with the agreed upon payment schedule, have been paid  
to him by \_\_\_\_\_, the Firm.

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_

## MONTHLY SUBCONTRACTOR UTILIZATION REPORT

INSTRUCTIONS: This form must be filed each month to report actual Subcontractor participation by Broward Metropolitan Planning Organization certified firms for work done the preceding month.

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Prime Firm \_\_\_\_\_ Contract Amount (as Amended) \$ \_\_\_\_\_

Total Invoice Amount this Period: \$ \_\_\_\_\_

Total Invoiced to Date: \$ \_\_\_\_\_

Name of Subcontractor	If DBE Minority Group*	Gender M/F	Description of Work	Type of Work*	Starting Date	Completion Date

\* **Minority Group Enter:** B-Black American I -Asian American H-Hispanic American N -Native American P-Asian Pacific American O-Other

\* **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.
- This form must be completed monthly and submitted with firm's application for payment.

## MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Contract Number: \_\_\_\_\_ Contract Name: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Prime Firm \_\_\_\_\_ Contract Amount (as Amended) \$ \_\_\_\_\_

Total Amount Invoiced for Subcontractors this Period: \$ \_\_\_\_\_

Total Amount Invoiced for DBE Subcontractors this Period: \$\_\_\_\_\_

Total Amount Invoiced for Subcontractors to Date: \$ \_\_\_\_\_

Total Amount Invoiced for DBE Subcontractors to Date: \$ \_\_\_\_\_

[illegible]

\* **Minority Group Enter:** B-Black American I -Asian American H-Hispanic American N -Native American P-Asian Pacific American O-Other

\* **Type of Work:** Professional Consultant/Services, Construction, Supplies, Equipment, Other

- If prime firm is a certified DBE firm, the prime firm's quarterly activity must also be reported.
- This form must be completed monthly and submitted with firm's application for payment.

## MONTHLY SUBCONTRACTOR UTILIZATION REPORT

- 1) Did any of the DBE subcontractors rent/lease equipment from the prime consultant or an affiliate company during the report period?  
If yes, explain the arrangement, including a description of the equipment and the cost.

\_\_\_\_\_

- 2.) Did any of the DBE subcontractors utilize employees or former employees of the prime consultant or an affiliate company during the reporting period?

\_\_\_\_\_

- 3.) Did any of the DBE subcontractors subcontract any portion of its work to a non-DBE during the report period? If yes, explain fully.

\_\_\_\_\_

- 4.) Has the scope of work or the subcontract amount for any of the DBE subcontractors changed since the last report? If yes, explain fully.

\_\_\_\_\_

By signing this form, the person individually and on behalf of the Firm represents to the Broward Metropolitan Planning Organization that the information contained on both the above forms is complete truthful, and accurate.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Exhibit 18

### MONTHLY EMPLOYEE UTILIZATION REPORT

This report is required by Executive Order 11246, Sec. 203. Failure to report may result in contracts being canceled, terminated or suspended in whole or in part and the firm may be declared ineligible for further Broward Metropolitan Planning Organization federally funded contracts.

<b>Reporting Period</b> <b>From</b> _____ <b>To</b> _____ <b>Contract #</b> _____		<b>Name, Address, &amp; Telephone No. of Consultant or Vendor</b>							
<b>Classifications</b>	<b>Total No. of Employees</b>	<b>Total No. of Minority &amp; Female Emp.</b>	<b>Black-Not of Hispanic Origin</b>	<b>Hispanic American</b>	<b>Asian or Pacific Islander</b>	<b>American Indian or Alaskan Native</b>	<b>Caucasian Female</b>	<b>Minority Percentage *</b>	<b>Female Percentage *</b>
<b>Company Official's Signature &amp; Title</b>						<b>Date Signed</b>		<b>Page</b> _____ of _____	

This item represents a percentage of the total number of hours worked on said contract for the reporting period.

**Certificate of Disbursement of  
Previous Periodic Payment to Subcontractors**

RFP/RFQ No. \_\_\_\_\_

Date \_\_\_\_\_

Project Name: \_\_\_\_\_

Period of Work Invoiced For: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

The Contractor for the above referenced contract, hereby certifies that all subcontractors and vendors having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Broward Metropolitan Planning Organization for all work, materials and equipment furnished under the contract.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
(Signature of Authorized Representative)

NOTARY STATEMENT  
STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_