



AGENDA

Metro Transportation Engineering
& Construction Cooperative (MTECC)
Friday, May 11, 2023, 10:00 a.m.
**100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181**

REGULAR ITEMS

(All Items Open for Public Comment)

1. Call to Order
2. Approval of Minutes
3. Approval of Agenda
4. Public Comments

CONSENT ITEMS

1. **MOTION TO APPROVE:** Payment to Interim Executive Director for services on behalf of MTECC. This payment is within budget and for services that total \$45,960 as outlined in the attached invoice.

ACTION ITEMS

1. **MOTION TO APPROVE: A Resolution of the Board of the Metro Transportation Engineering and Construction Cooperative (MTECC) to approve Agreement No. 23-01 between the Metro Transportation Engineering and Construction Cooperative (MTECC) and WSP USA Inc., for General Program Management Services, for up to a five (5) year term, in the Not to Exceed ceiling amount of five million dollars (\$5,000,000.00) for the full five year term of the Agreement.**

NON-ACTION ITEMS

1. Proposed LAP Approach Presentation:
 - Status Update - Draft City/MTECC Agreement
 - FDOT Coordination
2. Potential LAP Projects Presentation.

3. Staff will be presenting for discussion the budget planning and payment approval processes that will be incorporated into the Payment Procedure as an update.
4. Approve Municipal Member(s) MTECC Project Request(s) (If Applicable)
5. Executive Director's Report
6. General Counsel's Report
7. Board Comments

NEXT MEETING: June 8, 2023

***MOTION TO ADJOURN**

* Motion Requested

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Carl Ema, Title VI Coordinator at (954) 876-0033/0052 or emac@browardmpo.org (or via Florida Relay at 711) at least seven days prior to the meeting.

For complaints, questions or concerns about civil rights or non-discrimination please contact: Carl Ema, Title VI Coordinator at the numbers or e-mail above.



**Metro Trans Engineering & Construction
Cooperative (MTECC)**
Meeting Date: 05/11/2023

2.

REQUESTED ACTION:

Approval of Minutes

SUMMARY EXPLANATION/BACKGROUND:

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Chris Bross at 954-876-0064 or brossc@browardmpo.org.

Attachments

MTECC Board Minutes 020923

DRAFT
MEETING MINUTES
METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE (MTECC)
100 WEST CYPRESS CREEK ROAD
6TH FLOOR, SUITE 650
FORT LAUDERDALE, FLORIDA 33309-2181
THURSDAY, FEBRUARY 9, 2023, 11:00 A.M.

Members

Chair Andrea McGee, Vice Mayor of Pompano Beach
Vice Chair Caryl Shuham, Commissioner of Hollywood
Louis Reinstein, Councilmember of Plantation

Staff / Also Present

Lowell Clary, MTECC Interim Executive Director
Matthew Pearl, MTECC Legal Counsel
Christopher Bross, Staff
William Cross, Staff
Igor Colmenares, Mobility & Transportation Planner, City of Hallandale Beach
Patricia Desir, Project Engineer, City of Deerfield Beach
Christine Fanchi, WSP

REGULAR ITEMS

1. Call to Order

The meeting was called to order at 11:00 a.m.

2. Approval of Agenda

Motion made by Commissioner Shuham, seconded by Councilmember Reinstein, to approve. In a voice vote, the **motion** passed unanimously.

3. Approval of Draft Minutes: December 8, 2022 MTECC Board Meeting

Motion made by Commissioner Shuham, seconded by Councilmember Reinstein, to approve. In a voice vote, the **motion** passed unanimously.

ACTION ITEMS

1. MOTION TO APPROVE: Designation of MTECC Chair

Motion made by Commissioner Shuham, seconded by Councilmember Reinstein, to designate Vice Mayor McGee as Chair. In a voice vote, Vice Mayor McGee was unanimously elected Chair.

Motion made by Councilmember Reinstein, seconded by Vice Mayor McGee, to designate Commissioner Shuham as Vice Chair. In a voice vote, Commissioner Shuham was unanimously elected Vice Chair.

2. MOTION TO APPROVE: A Resolution of the Board of the Metro Transportation Engineering and Construction Cooperative (MTECC) adopting certain policies and procedures for the operation of MTECC and project implementation.

- A. Budget Process**
- B. Payment Process**
- C. Multi-Year Project Plan**
- D. Professional Services Procurement**
- E. Prequalification Process**
- F. Project Oversight**
- G. Project Manager – Professional Services**
- H. Construction Engineering and Inspection (CEI)**
- I. Standards**
- J. Public Involvement**
- K. Annual Finance Report and Audit**

Interim Executive Director Lowell Clary briefly reviewed the policies and procedures to be established by this motion. Legal Counsel Matthew Pearl added that the Executive Director is authorized to make certain types of changes to these policies as necessary.

Motion made by Vice Chair Shuham, seconded by Chair McGee, to approve A through K. In a voice vote, the **motion** passed unanimously.

NON-ACTION ITEMS

1. Local Agency Project (LAP) Program Administered by the Florida Department of Transportation (FDOT)

Mr. Clary explained that roadways owned by local public agencies are considered part of the federal highway system, which means they are eligible for federal funds. The Local Agency Program (LAP) provides funds to certified towns, cities, and other sub-recipients for the development, design, and construction of transportation facilities with federal funds. Federal aid is also available for roadways that are not part of the state highway system.

Municipalities must undergo a LAP certification process through the Florida Department of Transportation (FDOT) in the areas of planning, design, and construction. MTECC will focus primarily on design and construction. There are two types of LAP certification: project-specific, which applies to “one-off” projects, and full certification, which applies for three years.

Federal requirements for LAP projects include the National Environmental Policy Act (NEPA) process, as well as additional provisions related to land acquisition, disadvantaged business enterprise programs, wage rates, procurement requirements, and engineering standards, among others. LAP projects also require that the agency partner with and follow the guidance of FDOT in its capacity as federally designated oversight agency.

Mr. Clary advised that the planning of LAP projects would be complete before the projects come before MTECC. It was also noted that most projects that will come before the Board will not involve the purchase of right-of-way, as they are typically smaller in nature, focusing on sidewalks, bike lanes, and similar improvements. Many of these will be part of the MPO's Complete Streets and Other Localized Initiatives Program (CSLIP), which allows municipalities to apply for funding for these smaller projects. Others may be Complete Streets projects, which undertake regional interconnecting projects that are part of a larger system.

2. Draft List of Proposed MTECC Projects

A list of prospective LAP projects was discussed. Some of these projects may include both design and construction over the next five to six years, while others may extend beyond that time frame if no construction funding is available yet. It was noted that projects will come to MTECC slowly at first, and all of these early projects appear to be design-related. Cities that would like MTECC to undertake their projects will need to become members of the organization.

A question was asked regarding prioritization of projects. It was explained that the MPO's prioritization list shows the years in which projects are due to be funded: for example, a project set to receive funding in fiscal year (FY) 2023-2024 would be at the top of MTECC's list.

3. MTECC Approach to Technical Services

Chair McGee asked how many projects MTECC anticipates being able to address per year. Mr. Clary replied that a project delivery process is being established: MTECC will retain a firm to deliver program management services. This firm will receive a task order for each project. MTECC would then set up a pool of design consultants, consisting of at least three firms, which would offer proposals on projects as they are submitted. The Board would select one of these proposals to proceed with each project. A similar pool of construction/inspection consultants would be established for construction projects.

Mr. Clary continued that MTECC expects to establish the pool of design consultants by July 2023, with construction/inspection consultants to be brought on board later when MTECC begins receiving construction projects.

A question was asked regarding the makeup of the design consultants. Mr. Clary advised that these will be engineering firms, many of which are already familiar to the Broward MPO.

Councilmember Reinstein suggested that it may be useful to reach out to cities to communicate the benefits of MTECC membership, but pointed out that he did not have all the information necessary for successful outreach. He noted that it may be better for the cities' representatives to the MPO Board to ask these questions. It was clarified that presentations can be made to the cities' governing bodies.

Chair McGee proposed that a list of what MTECC is looking for in projects could be sent to the cities, so those cities could look at projects they may be considering and bring them forward if they meet the requirements.

4. Executive Director's Report

Mr. Clary advised that MTECC has established its bank account and is up and running. Insurance coverage has been secured and will be in place shortly.

5. General Counsel's Report

None.

6. Board Comments

Vice Chair Shuham expressed concern with the time frame over which a project is proposed, funded, and realized. Mr. Clary noted that any process involving federal funds can be lengthy, citing NEPA as an example: this process may take over a year, and other components, such as land acquisition, can take even longer. Other types of projects, however, that do not include land acquisition or environmental change, can be realized more quickly. He concluded that this is dependent upon the type of project.

At this time Chair McGee opened public comment.

Igor Colmenares, Mobility & Transportation Planner for the city of Hallandale Beach, asked a question regarding a specific bike lane/sidewalk project. It was noted that the project was listed on the document the Board had referred to earlier when discussing potential MTECC projects, and that not all cities may be aware that their projects are on the list.

Councilmember Reinstein suggested that Staff may want to take an extra step to ensure this information is disseminated to the cities on the list. Chair McGee agreed, pointing out that this additional step may also convince more Broward municipalities to join MTECC and take advantage of the services offered.

Councilmember Reinstein asked what would be the next step for Hallandale Beach now that they are aware their project is on MTECC's list. Mr. Clary replied that Staff would meet with representatives of that city to continue the discussion. It was clarified that the inclusion of the project on the list of MTECC-eligible projects does not mean the city has made a formal request to MTECC.

Patricia Desir, Project Engineer for the city of Deerfield Beach, was advised to reach out to Christopher Bross of MPO Staff to schedule a meeting, as it was noted there is no formal application process in place for projects. It was noted that Deerfield Beach is a member of MTECC.

Christine Fanchi, representing WSP, requested additional information about LAP certification and FDOT's role in allowing MTECC to take on projects for cities. Mr. Clary replied that MTECC is being set up to serve the certification process. The position of program manager would be part of what is provided by MTECC. The City must provide the project's right-of-way and must agree to accept the project for operations and maintenance. He recommended that each MTECC member city nominate an individual for the role of program manager.

With no other individuals wishing to speak at this time, Chair McGee closed public comment.

Mr. Clary advised that MTECC meetings will be scheduled every other month, although there may be meetings scheduled in April, May, and June due to the ongoing procurement process. This will also allow additional time for Staff to reach out to cities with qualifying projects.

There being no further business to come before the Cooperative at this time, the meeting was adjourned at 12:03p.m.

NEXT MEETING DATE: April 13, 2023



Action Items 1.

Metro Trans Engineering & Construction Cooperative (MTECC)

Meeting Date: 05/11/2023

REQUESTED ACTION:

MOTION TO APPROVE: Payment to Interim Executive Director for services on behalf of MTECC. This payment is within budget and for services that total \$45,960 as outlined in the attached invoice.

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item provides payment for services that includes the following key activities:

- Activities for MTECC startup, IRS registration, various agreements required for start up.
- Developed MTECC policies/procedures, various agreements, and other administrative activity to ensure MTECC Board policies/procedures for the organization that will address the major operational areas of
 - Budget Development
 - Paying Bills
 - Project Plan
 - Procurement (professional services)
 - Project Management
 - Engineering Standards
 - Financial Report and Audit

Developed MTECC initial budget for FY 22-23

- Other meetings and activities in support of the initial MTECC operating year.

SUMMARY EXPLANATION/BACKGROUND:

The Interim Executive Director supports the MTECC Board for the implementation of MTECC services. The initial operating year of MTECC has been focused on start-up activities for MTECC.

MTECC STAFF RECOMMENDATION(S):

MTECC Staff recommends approval of this item.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Chris Bross at 954-876-0064 or brossc@browardmpo.org.

Attachments

Clary Invoice No. 1



May1, 2023

Board Members
MTECC

Re: Clary Consulting Invoice for services Number 1 for MTECC.

Dear Board Members,

Clary Consulting as Interim Executive Director is submitting this invoice for services rendered on MTECC. The Interim Executive Director required assistance to complete these task from other members of the firm.

Attached, we have detailed the services using the scope of service items for this assignment.

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. Clary', is positioned above the typed name.

Lowell R. Clary, President
Clary Consulting Company
2910 Kerry Forrest Pkwy. D4, Suite 413
Tallahassee, FL, 32309
850-212-7772
Lowell.clary@claryconsulting.com

Project	Lowell Hours	Gene Branagan	Lucas Clary
Total Hours	99.0	10.00	34.00
Hourly Rate	\$350.00	\$315.00	\$240.00
Total Hourly Billed	\$34,650.00	\$3150.00	\$8,160.00
Total Due			\$45,960.00

Clary Consulting Company Key Activities during the period:

- Completed preliminary draft procedures for the following MTECC procedures:
 - Budget Development and Management
 - Agency Communications/Media Relations/Public Involvement
 - Annual/Multi-Year Work Plan
 - Annual Financial Report
 - Annual Audit
 - Agency Accounting
 - Payment Processing
 - Procurement
 - Prequalification
 - Professional Services
 - General Procurement
 - Project Management
- Continued quality review of draft procedures
- Reviewed FDOT proposed updated to LAP Procedures/Manuals
- Developed draft matrix on roles and responsibilities for MPO, MTECC, municipalities, FDOT for MTECC operations to assist development of agreements.
- Multiple reviews/comments and discussions of various draft agreements including:
 - MTECC Interlocal Agreement – including responding to questions from local governments through the MPO staff on certain elements of the agreement
 - MPO – MTECC Support Agreement
 - MTECC Administrative Support draft procurement documents
 - FDOT LAP agreement adjusted for MTECC – including researching U.S. Code on select elements under consideration in the adjusted agreement
- Update meetings on MTECC development - virtual meetings on: various dates
- Attend In-person meetings on MTECC
- Attend In-person meeting with FDOT on MTECC
- Attend Broward MPO meeting on MPO-MTECC Agreements
- Development of draft agendas for first three MTECC meetings
- Set up for initial interim executive director.
- Updated the draft MTECC budget for the first year operations of MTECC – includes discussion with MPO staff about items and funding from other sources.
- Secured IRS FEID for MTECC



Action Items 1.

Metro Trans Engineering & Construction Cooperative (MTECC)

Meeting Date: 05/11/2023

REQUESTED ACTION:

MOTION TO APPROVE: A Resolution of the Board of the Metro Transportation Engineering and Construction Cooperative (MTECC) to approve Agreement No. 23-01 between the Metro Transportation Engineering and Construction Cooperative (MTECC) and WSP USA Inc., for General Program Management Services, for up to a five (5) year term, in the Not to Exceed ceiling amount of five million dollars (\$5,000,000.00) for the full five year term of the Agreement.

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item provides a consultant services team to MTECC on technical activities for general support and for the management and implementation of design and construction phases of projects. The scope of services addresses a wide range of services that will be provided on a task-specific work order basis. The first task work order will include:

General Technical Activities

- Technical Support for Board Meetings
- Technical Support in the Coordination with MTECC Member Cities and FDOT in the consideration of MTECC support for Projects
- MTECC Web-site development and Support

Project specific task orders will be developed for the PMC as projects are identified for implementation by MTECC. These services and the associated PMC Task Order will be developed in coordination with the MTECC member city and FDOT for LAP project phases. Funds will be provided through the FDOT LAP project and City funds as required to deliver the PMC project specific activities. The PMC project specific activities could include the following sample services:

Design Phase

- Development of Project Scope of Services in coordination with the member city and FDOT
- Support for the member city in LAP certification
- Support for member city right of way certification
- Develop design phase scope of services in coordination with the member city and FDOT for the selection of a design consultant
- Support evaluation of the design consultant proposals
- MTECC Project manager for the design consultant team – manage consultant team, schedules, review invoices, recommend items for payment, etc.
- Design phase (30, 60, 90, 100 percent) reviews
- Project phase reporting to FDOT

- Support for permitting

Construction Phase

- Support construction plans and specifications finalization in coordination with the member city and FDOT for bid letting
- Support evaluation of construction bids for bid letting
- Support for permitting
- Develop Construction Engineering and Inspection (CEI) phase scope of services in coordination with the member city and FDOT for the selection of a CEI consultant
- Support evaluation of the design consultant proposals
- MTECC Project manager for the CEI consultant team
- Support for materials testing in coordination with FDOT
- Project phase reporting to FDOT
- Construction phase Close Out activities

SUMMARY EXPLANATION/BACKGROUND:

RFQ 23-01 was publicly advertised and made available on the MTECC website on March 15, 2023. In addition, the RFQ was advertised to those firms that are registered with DemandStar, which broadcasts bidding opportunities locally, regionally and nationally to vendors interested in doing business with governmental entities. Firms on file with MTECC were also notified. In all, twenty-nine (29) firms were directly notified, in addition to the website advertisement. A Pre-Submittal Conference was advertised and conducted virtually on March 21, 2023. The due date for proposals was April 6, 2023 at 4:00 pm. Procurement staff conducted a public meeting at 4:15 pm to announce the receipt of proposals submitted by the due date. MTECC received one (1) proposal from WSP USA Inc.

On April 19, 2023, the Evaluation and Selection Committee (ESC) met in a scheduled public meeting for the evaluation of the single Proposal received from WSP USA Inc. The single Proposal was determined by the ESC to be responsive, was evaluated, and scored based on the RFQ Evaluation Criteria. The ESC recommended WSP USA Inc. as the intended awarded firm to move forward in the procurement process.

MTECC STAFF RECOMMENDATION(S):

MTECC Staff recommends award of Agreement No. 23-01 for General Program Management Services, to WSP USA Inc.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

Attachments

Resolution Approving PMC Services
Agreement No. 23-01

RESOLUTION NO. 2023-5

**A RESOLUTION OF THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE (MTECC)
APPROVING AGREEMENT NO. 23-01 WITH WSP USA INC. FOR
GENERAL PROGRAM MANAGEMENT SERVICES; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, MTECC issued RFQ No. 23-01, soliciting general program management services; and

WHEREAS, on April 19, 2023, the Evaluation and Selection Committee (ESC) met in a scheduled public meeting for the evaluation of the single Proposal received from WSP USA Inc., and

WHEREAS, the single Proposal was determined by the ESC to be responsive, was evaluated, and scored based on the RFQ Evaluation Criteria; and

WHEREAS, the ESC recommended WSP USA Inc. as the intended awarded firm to move forward in the procurement process; and

WHEREAS, the evaluation committee recommends that the Board approve an Agreement with WSP USA Inc. for the provision of general program management services.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE METRO TRANSPORTATION
ENGINEERING AND CONSTRUCTION COOPERATIVE, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Board approves an agreement with WSP USA Inc. for the provision of general program management services for an amount not to exceed \$5,000,000.00, in substantially the form attached hereto as Exhibit A (the "Agreement").

Section 3. Implementation. That the Executive Director is hereby authorized to take any and all actions necessary to implement the purposes of this Agreement, including but not limited to the issuance of task work orders within the Board approved budgeted amounts.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED this_day of _____, 2023.

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

By _____
Chair

Attest:

By _____
Executive Director



**METRO TRANSPORTATION ENGINEERING
AND CONSTRUCTION COOPERATIVE**

AGREEMENT NO. 23-01

BETWEEN

METRO TRANSPORTATION ENGINEERING AND
CONSTRUCTION COOPERATIVE

AND

WSP USA INC.

FOR

GENERAL PROGRAM MANAGEMENT SERVICES

AGREEMENT NO. 23-01

BETWEEN

**METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION
COOPERATIVE**

AND

WSP USA INC.

GENERAL PROGRAM MANAGEMENT SERVICES

This is an Agreement, by and between METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE, hereinafter referred to as “MTECC”,

AND

WSP USA INC., a _____, authorized to and doing business in the State of Florida, hereinafter referred to as “CONTRACTOR”.

RECITALS

A Request for Qualifications was advertised by MTECC as RFQ No. 23-01, for GENERAL PROGRAM MANAGEMENT SERVICES, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent;

NOW, THEREFORE, IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to the Agreement as follows:

**ARTICLE I
SERVICES**

CONTRACTOR covenants and agrees to perform all services and other obligations of CONTRACTOR set forth in the Contract Documents, as defined in the RFQ. The Contract Documents are hereby incorporated and made a part of this Agreement by this reference.

**ARTICLE II
TERM**

The period of performance shall be for an initial term of three (3) years, with MTECC’S sole discretion to extend the agreement for two (2) additional one (1) year option periods for a total term of five (5) years commencing on the date of MTECC’s issuance of a Notice to Proceed.

**ARTICLE III
COMPENSATION**

1. MTECC agrees to pay CONTRACTOR compensation as specified in the CONTRACT DOCUMENTS the total not-to-exceed amount of five million dollars (\$5,000,000) over the full term of the Agreement. MTECC shall request Contractor's services on an as needed basis. Individual Work Orders will be issued pursuant to the terms and conditions of the Agreement.

2. MTECC, during any fiscal year, shall not expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract.

**ARTICLE IV
NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, email transmission, express delivery service or hand delivery, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CONTRACTOR:

Attn: _____

MTECC:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Lowell R. Clary

WITH COPY TO:

Metro Transportation Engineering and
Construction Cooperative
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Attn: Mr. Matthew Pearl, General Counsel

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature:

ATTEST:

METRO TRANSPORTATION
ENGINEERING AND
CONSTRUCTION
COOPERATIVE

By

LOWELL CLARY
INTERIM EXECUTIVE DIRECTOR

VICE MAYOR ANDREA MCGEE, CHAIR

_____ DAY OF _____, 2023

Approved as to form by:

CHRISTOPHER BROSS
Contracting Officer

Matthew Pearl, General Counsel

ATTEST:

(CONTRACTOR NAME)

WITNESS

PRESIDENT OR VICE-PRESIDENT

_____ DAY OF _____, 2023

(Corporate Seal)



**Metro Trans Engineering & Construction
Cooperative (MTECC)**
Meeting Date: 05/11/2023

1.

REQUESTED ACTION:

Proposed LAP Approach Presentation:

- Status Update - Draft City/MTECC Agreement
- FDOT Coordination

SUMMARY EXPLANATION/BACKGROUND:

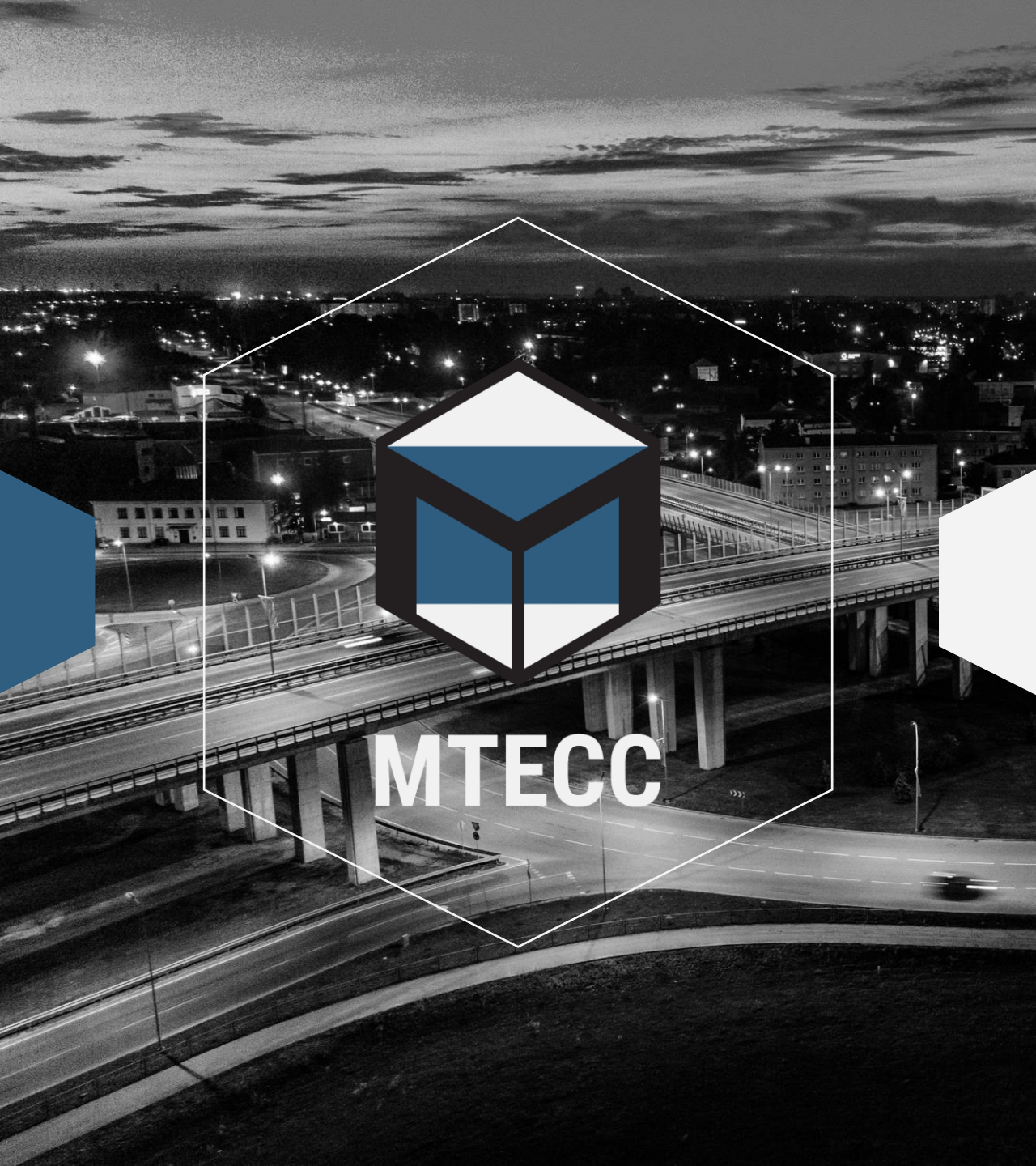
The MTECC Interim Executive Director and FDOT will be jointly presenting the proposed LAP Approach.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

Attachments

Proposed LAP Approach



MTECC

**METRO
TRANSPORTATION
ENGINEERING &
CONSTRUCTION
COOPERATIVE**

(MTECC)

Lowell R. Clary
Interim Executive Director

May 11, 2023

City Request for Federal Funded Projects



MTECC

- Cities may request Federal funded projects for transportation that are on eligible Federal-aid roadways and transit systems
- The next page shows the roadways in red that are local Federal-aid eligible roadways.
- The city request should be made through your representative to the MPO or to MPO staff for consideration in the MPO priority process

Federal Aid Eligibility Map BROWARD COUNTY - FLORIDA

January 3, 2023

Nationwide approximately 75% or 2.9 million of the 3.9 million total miles of roadway are owned and operated by local public agencies. The Local Agency Program or "LAP" provides sub-recipient towns, cities and counties funds to develop, design, and construct transportation facilities with federal funds.

Certain local roadways owned by local public agencies are also part of the Federal highway system, making those facilities eligible for federal funds.

Federal Aid Eligible

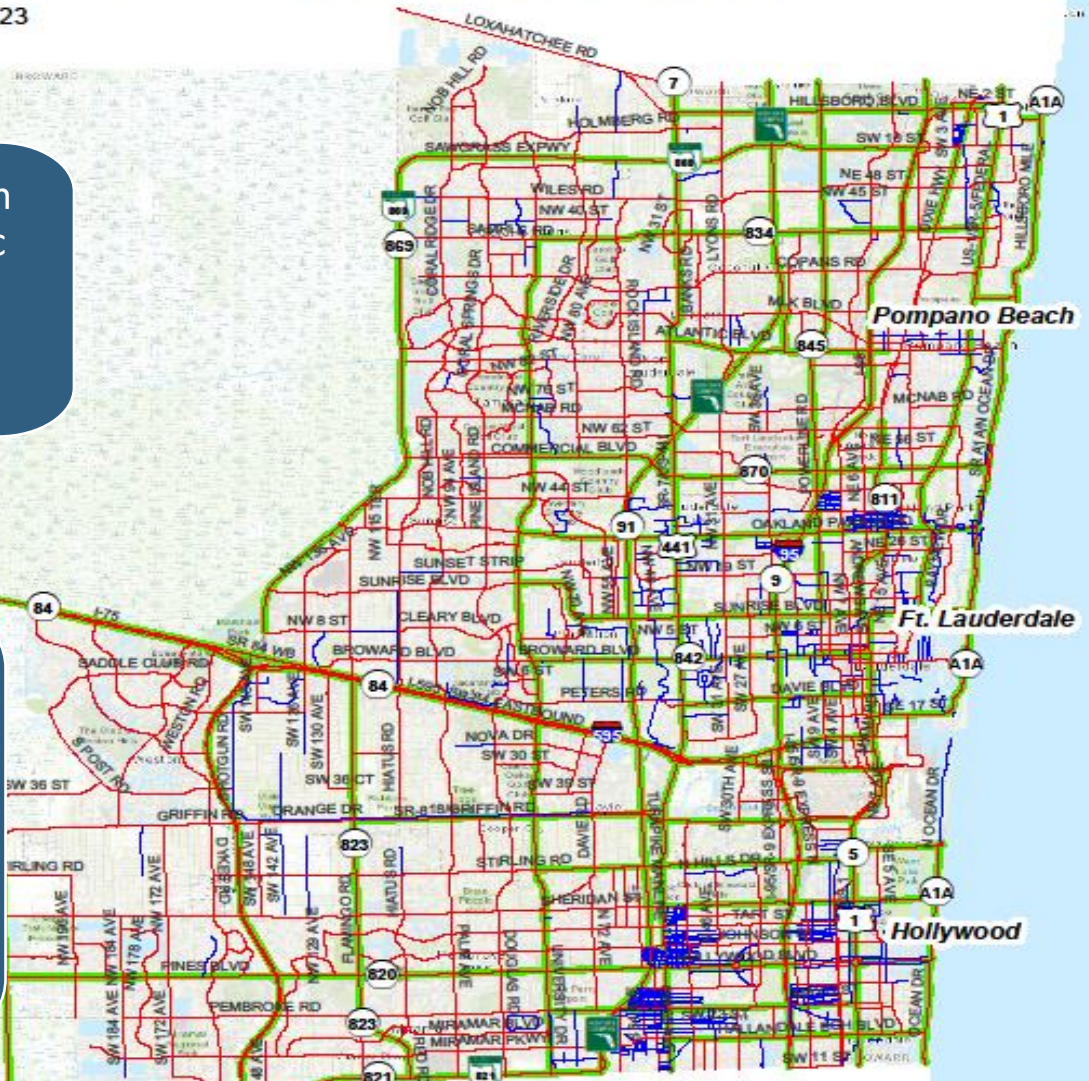
- On State Highway System
- Not on State Highway System

Not Federal Aid Eligible

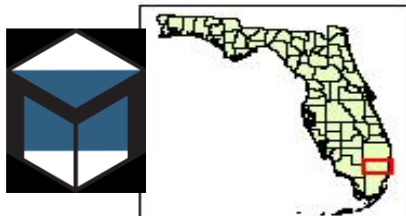
- Eligible for FEMA compensation

Interstate
 State Hwy
 US Hwy
 Toll Road
 Turnpike

0 1.25 2.5 5 7.5 Miles



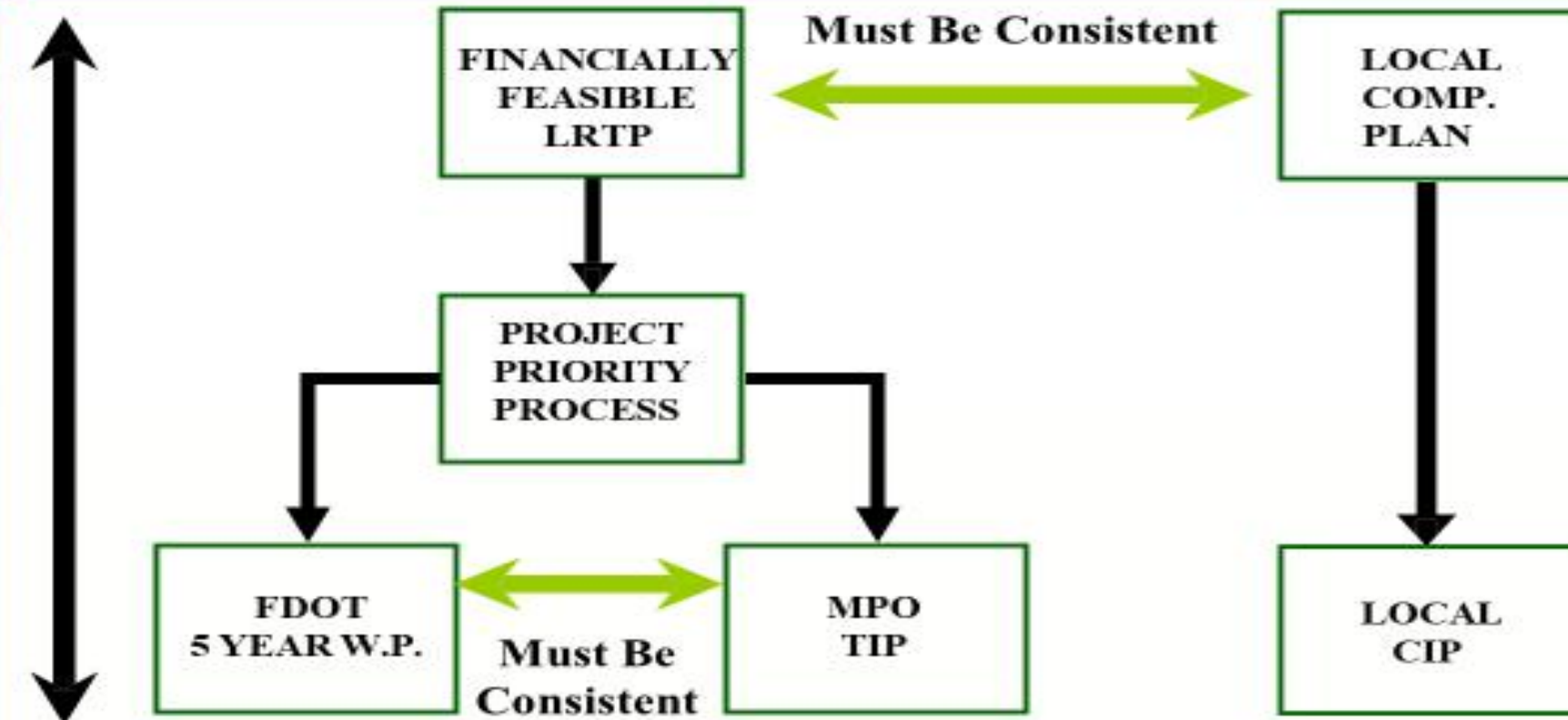
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community




FLORIDA DEPARTMENT OF TRANSPORTATION
Transportation Data & Analytics

Any public road NOT shown as Federal Aid Eligible, whether on this map or not, is eligible for FEMA (Federal Emergency Management Agency) funds.

Fitting It All Together



3-C Process

© CUTR/USF 2012

MPOAC *institute*

Project Funding and Scheduling



MTECC

- Based on this FDOT, MPO and MTECC have a list of scheduled funded LAP projects in the FDOT Five-Year Work Program/MPO TIP
- There have been limited changes have occurred in the earlier years of the FDOT Work Program due to increased Federal funds from the Federal Infrastructure Act
- Projects under consideration by a MTECC member City for delivery by MTECC come from the FDOT Work Program/MPO TIP

Local Agency Program (LAP) Projects

in the 2024-2028 Draft Tentative Work Program



FM#	Project Description	Type of Work	Responsible Agency
4455191	NW 19TH STREET FROM NW 31ST AVENUE TO POWERLINE ROAD	MEDIAN MODIFICATION	MANAGED BY BROWARD COUNTY
4455281	CITY OF COCONUT CREEK VARIOUS LOCATIONS	BIKE PATH/TRAIL	MANAGED BY CITY OF COCONUT CREEK
4455311	NORTHWEST 39TH STREET FROM CORAL RIDGE DRIVE TO NORTHWEST 110TH AVENUE	BIKE LANE/SIDEWALK	MANAGED BY CITY OF CORAL SPRINGS
4495591	ROYAL PALM BLVD FROM UNIVERSITY DRIVE TO RIVERSIDE DRIVE	PEDESTRIAN SAFETY IMPROVEMENT	MANAGED BY CITY OF CORAL SPRINGS
4439491	NW 1ST ST FROM BRYAN ROAD TO SR-5/US-1	BIKE LANE/SIDEWALK	MANAGED BY CITY OF DANIA BEACH
4455291	CITY OF DEERFIELD BEACH VARIOUS LOCATIONS	BIKE LANE/SIDEWALK	MANAGED BY CITY OF DEERFIELD BEACH
4439781	SHADY BANKS AND TARPON RIVER NEIGHBORHOOD VARIOUS LOCATIONS	BIKE LANE/SIDEWALK	MANAGED BY CITY OF FORT LAUDERDALE
4455271	NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY	BIKE LANE/SIDEWALK	MANAGED BY CITY OF HALLANDALE BEACH
4439441	CITY OF HOLLYWOOD BEVERLY PARK VARIOUS LOCATIONS	SIDEWALK	MANAGED BY CITY OF HOLLYWOOD
4497171	NEW SIDEWALKS VARIOUS LOCATIONS IN HOLLYWOOD'S GRACEWOOD NEIGHBORHOOD	SIDEWALK	MANAGED BY CITY OF HOLLYWOOD
4439761	CITY OF HOLLYWOOD VARIOUS LOCATION	BIKE LANE/SIDEWALK	MANAGED BY CITY OF HOLLYWOOD
4455181	JOHNSON STREET FROM NORTH 35TH AVENUE TO NORTH 14TH AVENUE	BIKE LANE/SIDEWALK	MANAGED BY CITY OF HOLLYWOOD
4455341	CITY OF HOLLYWOOD - VARIOUS LOCATIONS	SIDEWALK	MANAGED BY CITY OF HOLLYWOOD
4507901	TYLER ST FROM NW 21 AVE TO N YOUNG CIRCLE	BIKE LANE/SIDEWALK	MANAGED BY CITY OF HOLLYWOOD
4439511	CITY OF LAUDERDALE LAKES TRAFFIC CALMING VARIOUS LOCATIONS	MISCELLANEOUS CONSTRUCTION	MANAGED BY CITY OF LAUDERDALE LAKES
4497161	CITYWIDE SIDEWALK IMPROVEMENTS IN LAUDERDALE LAKES	SIDEWALK	MANAGED BY CITY OF LAUDERDALE LAKES
4507831	CITY OF LAUDERHILL VARIOUS LOCATIONS	BIKE LANE/SIDEWALK	MANAGED BY CITY OF LAUDERHILL

Local Agency Program (LAP) Projects

in the 2024-2028 Draft Tentative Work Program



FM#	Project Description	Type of Work	Responsible Agency
4439771	CITY OF MIRAMAR COMPLETE STREETS PHASE IV	SIDEWALK	MANAGED BY CITY OF MIRAMAR
4455351	SHERMAN CIRCLE FROM JODI LANE TO JODI LANE	BIKE PATH/TRAIL	MANAGED BY CITY OF MIRAMAR
4465521	A.C. PERRY K-8 SCHOOL - MULTIPLE LOCATIONS	SIDEWALK	MANAGED BY CITY OF MIRAMAR
4439451	MIRAMAR COMPLETE STREETS PHASE III	SIDEWALK	MANAGED BY CITY OF MIRAMAR
4377951	MIRAMAR BIKE AND PEDESTRIAN MOBILITY IMPROVEMENTS	BIKE LANE/SIDEWALK	MANAGED BY CITY OF MIRAMAR
4482901	HONEY HILL DR FROM FLAMINGO RD TO SW 55 ST	BIKE PATH/TRAIL	MANAGED BY CITY OF MIRAMAR
4482891	SW 81 AVE FROM MCNAB ROAD TO C-14 GREENWAY- CITY OF NORTH LAUDERDALE	BIKE PATH/TRAIL	MANAGED BY CITY OF NORTH LAUDERDALE
4381161	NE 34 COURT BEGINING AT NE 12 TERRACE TO NE 16 AVENUE	BIKE LANE/SIDEWALK	MANAGED BY CITY OF OAKLAND PARK
4449981	NE 13TH IMPROVEMENTS VARIOUS LOCATIONS - CITY OF OAKLAND PARK	BIKE LANE/SIDEWALK	MANAGED BY CITY OF OAKLAND PARK
4497181	NE 12TH TERR ROADWAY IMPROVEMENTS	SIDEWALK	MANAGED BY CITY OF OAKLAND PARK
4496901	PEMBROKE RD FROM SW 145TH AVE TO FLAMINGO ROAD	BIKE LANE/SIDEWALK	MANAGED BY CITY OF PEMBROKE PINES
4455331	NORTHWEST 94TH AVENUE FROM NORTHWEST 44TH STREET TO 57TH STREET	BIKE LANE/SIDEWALK	MANAGED BY CITY OF SUNRISE
4482881	CITY OF WESTON VARIOUS LOCATIONS	SIDEWALK	MANAGED BY CITY OF WESTON
4455321	SADDLE CLUB ROAD FROM WEST OF LAKEVIEW DRIVE TO WESTON ROAD	BIKE LANE/SIDEWALK	MANAGED BY CITY OF WESTON
4439521	BONAVENTURE BLVD. FROM INDIAN TRACE TO SR-84	BIKE LANE/SIDEWALK	MANAGED BY CITY OF WESTON
4439501	ORANGE DRIVE FROM SW 92ND AVENUE TO SW 62ND AVENUE	BIKE LANE/SIDEWALK	MANAGED BY TOWN OF DAVIE
4482871	PEMBROKE PARK VARIOUS LOCATIONS	BIKE LANE/SIDEWALK	MANAGED BY TOWN OF PEMBROKE PARK

MTECC Update



MTECC

- Why MTECC?
- MTECC - Interlocal Agency (Government)
- Benefits of MTECC
- Key Elements of MTECC
- Current MTECC Member Cities
- Key Interlocal Agency Items
- LAP Projects and MTECC
- Implementation Schedule
- MTECC Needs Your Support?

Why MTECC?



MTECC

- Mayor's and Elected Officials Roundtable identified need
 - Smaller municipalities face a greater burden, while also having some of the greatest transportation needs (equity issue).
 - Award of transportation funding to any given municipality (e.g., CSLIP) is not frequent enough to justify permanent resources.
- FDOT District 4 moving delivery of federally funded eligible local road projects to local governments using LAP
 - Project delivery requires significant technical resources and specialized administrative knowledge to navigate federal and state reporting requirements.
- High cost and complexity of LAP delivery to individual municipalities
 - City costs for administration of LAP agreement projects is estimated at \$100,000 per project.

Florida Interlocal Cooperation Act of 1969



MTECC

- FL Statutes Chapter 163.01
- Permits local governmental units to **make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.**
- Known legal process
- Interlocal agreement sets terms and structure of the cooperation
- Flexible structures to meet local needs

MTECC Benefits



MTECC

- Centralized engineering expertise with design, bid package preparation, construction oversight/inspection.
- Centralized procurement
- Efficient & timely project delivery
- Centralized public involvement team
- City only buys services necessary without need to maintain staff for “one off” type projects



Key Elements of MTECC



MTECC

- Self governing Board
- Self funding by members
 - Primary funding through project grants
 - Municipality member annual dues to cover overhead
- Limited staff, consultants and contractors hired to deliver project services

Founding Members



MTECC

- Hollywood
- Plantation
- Pompano Beach



Plantation
the grass is greener®

Additional Members



MTECC

- Deerfield Beach
- Hallandale Beach
- Pembroke Pines



ILA's with the Three Founding Members



MTECC

- ILA consents to and authorizes MTECC to facilitate the planning, design and construction of transportation related projects throughout Broward County.
- Firewall between “planning” activities of MPO and “design and construction” activities of MTECC.
- Authorized Project Types:
 - Federal Aid Projects
 - Local Projects
- Member City responsible for:
 - Must ask for MTECC assistance
 - Funding (project including overruns, extra work, non-eligible costs, etc.)
 - Right of Way
 - Assume Operations/Maintenance

LAP Certification

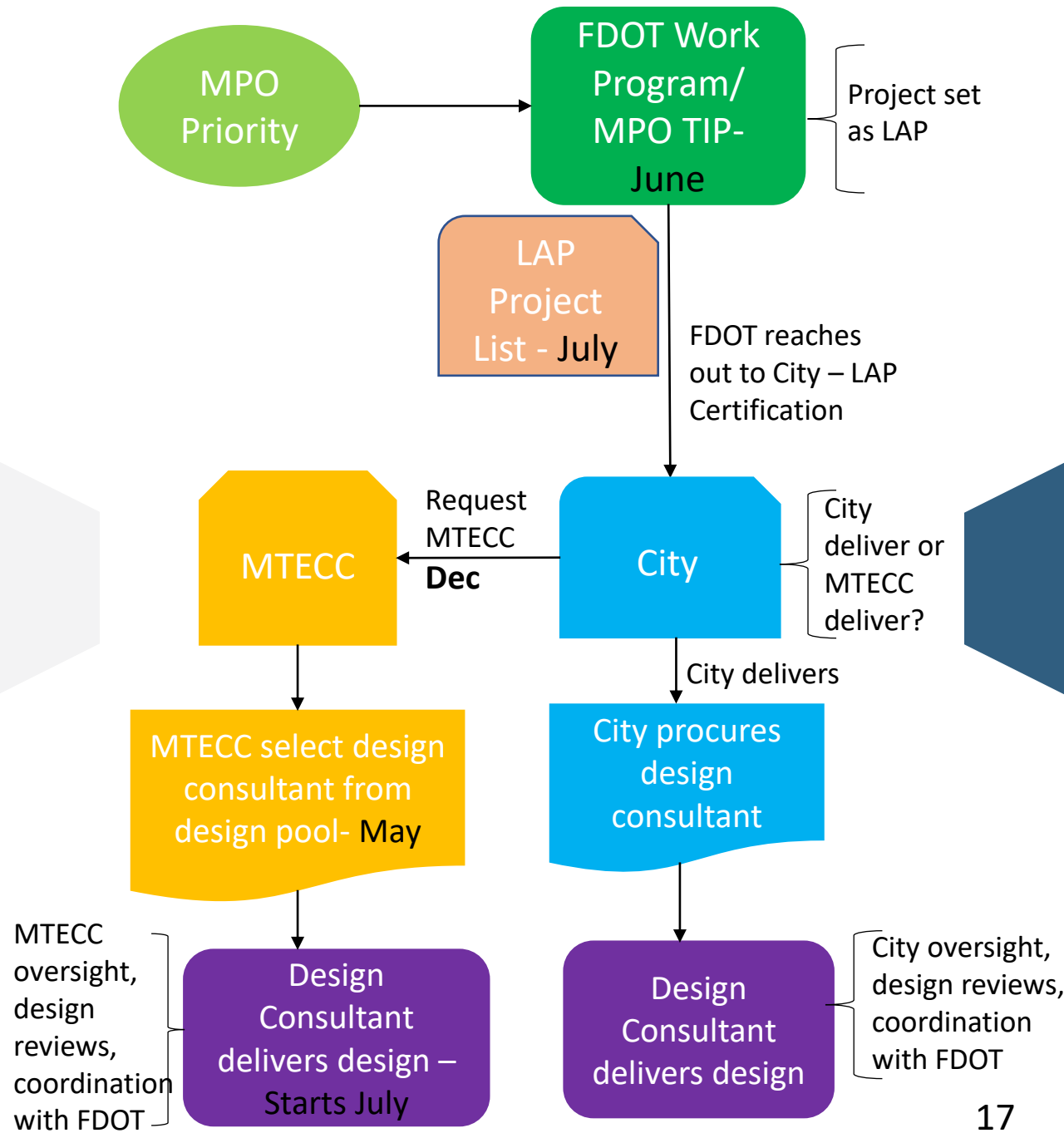


MTECC

- City to be LAP certified with assistance from MTECC.
 - Upon LAP certification/agreement, MTECC contracts on behalf of City for project delivery.
 - In near term City would let construction project to bid and MTECC provide oversight
- Municipal Member must provide:
 - LAP Agreement with FDOT
 - City Agreement with MTECC
 - Lead responsible staff
 - Right-of-way
 - Financial backing for advances, non-eligible expenses/cost overruns
 - Operations and Maintenance after completion
- MTECC procures and implements project design and construction monitoring

LAP Project Decision Tree Project Implementation

MTECC



Local Project Administration



MTECC

- Must be a Member of MTECC to access MTECC services
- Municipal Members always retain option to use MTECC or not.
- Municipal Members must request MTECC services to MTECC Board
- Project Costs and responsibilities are addressed in individual project-based agreements between FDOT and City; City and MTECC.
- Draft project agreement in development and proposed for June Board meeting (after review by FDOT) for MTECC Board and Member Cities consideration

MTECC Near Term Implementation Schedule



MTECC

- Founding members approve/sign ILA
Completed - 2022
- Administrative services agreement
Completed - 2022
- Organizational Standup Efforts
Completed – FY 22-23
 - Board Chair, Vice-Chair, Interim Exec Director, Counsel
 - Adopt policies and procedures
 - Banking, insurance, etc.
 - Administrative services
- MTECC Operations Begin
Fall 2022
- FDOT/MTECC Coordination
Spring 2023
- Procure key consultant resources
Spring 2023
 - Program Management Consultant (May 2023)
 - Design Consultant Pool (June 2023)
 - CEI Pool (Spring 2024)
- Begin MTECC projects
FY 23-24 Design Phases
Work with FDOT on Construction phases for FY 24-25

MTECC Needs Your Support!



MTECC

- FDOT and MTECC coordination with Member Cities to determine if City desires MTECC services to deliver projects – Let us know asap
- MTECC Ready by July 2023:
 - Board and Limited Staff
 - Administrative Support
 - Program Management Consultant
 - Design Consultant Pool
 - LAP process with City and FDOT
- Select cities complete payment of initiation fees
- **FDOT/FHWA/Cities support for MTECC “experts” approach benefits:**
 - **Member Cities**
 - **FDOT**
 - **FHWA**
 - **Transportation Industry**

Discussion



MTECC



An aerial, black and white photograph of a busy city street. The street is filled with pedestrians, some walking, some pushing a stroller, and one person riding a bicycle. A prominent white hexagonal shape is overlaid on the center of the image, containing text. The background shows a crosswalk with white stripes on a dark asphalt surface.

THANK YOU

Lowell R. Clary
Interim Executive Director

Please contact Lowell R. Clary at lowell.clary@claryconsulting.com or 850-212-7772 to learn more about MTECC and what they are working on in your community.



**Metro Trans Engineering & Construction
Cooperative (MTECC)**
Meeting Date: 05/11/2023

2.

REQUESTED ACTION:

Potential LAP Projects Presentation.

SUMMARY EXPLANATION/BACKGROUND:

The MTECC Interim Executive Director will be presenting to the Board potential LAP projects.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

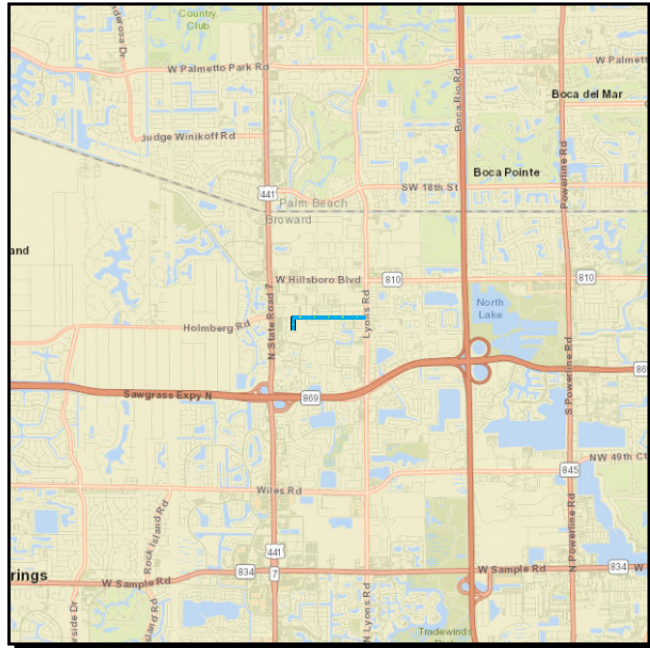
Attachments

Potential LAP Projects FY 23-24

COCONUT CREEK

4455281 CITY OF COCONUT CREEK VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE PATH/TRAIL **From:**

To:

Lead Agency: Coconut Creek, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	204,437	0	0	0	0	204,437
PE	TALU	5,000	0	0	0	0	5,000
CST	TALT	0	0	568,103	269,332	0	837,435
CST	TALU	0	0	143,654	0	0	143,654
Total		209,437	0	711,757	269,332	0	1,190,526

Prior Year Cost:

Future Year Cost:

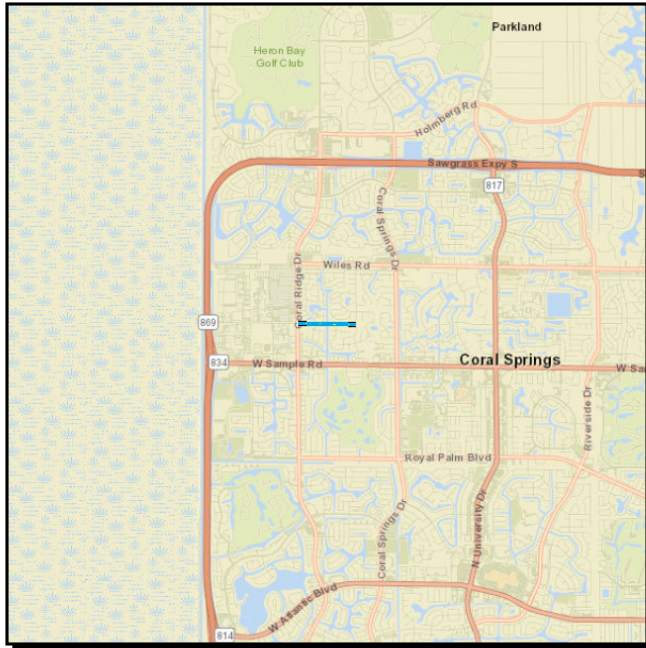
Total Project Cost: 1,190,526

Project Description: 2021 MPO CSLIP PRIORITY #16 LAP WITH CITY OF COCONUT CREEK VARIOUS LOCATIONS: JOHNSON ROAD FROM EAST OF US-441/SR-7 TO LYONS ROAD; PARK SCHOOL ROAD FROM LAKESIDE PARK TO JOHNSON ROAD

CORAL SPRINGS

4455311 NORTHWEST 39TH STREET FROM CORAL RIDGE DRIVE TO NORTHWEST 110TH AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: Coral Springs, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	5,000	0	0	0	5,000
PE	TALU	0	323,940	0	0	0	323,940
CST	SU	0	0	0	1,930,634	0	1,930,634
Total		0	328,940	0	1,930,634	0	2,259,574

Prior Year Cost:

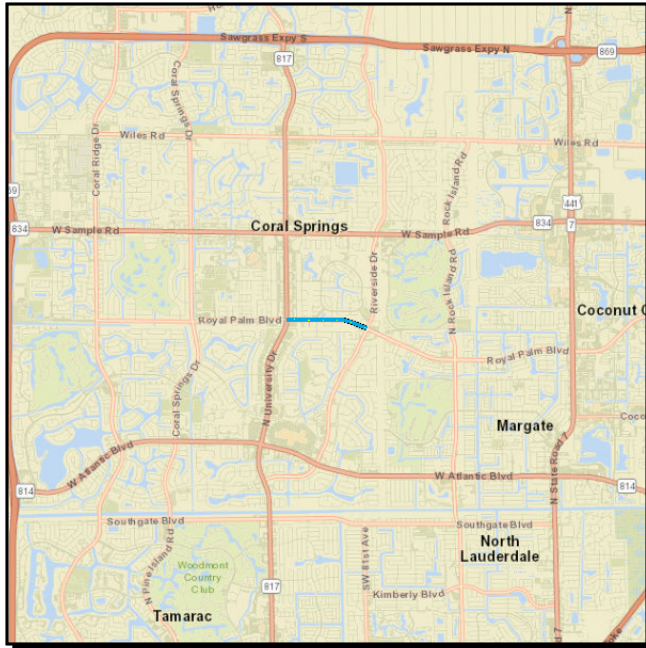
Future Year Cost:

Total Project Cost: 2,259,574

Project Description: 2021 MPO CSLIP PRIORITY #18 LAP WITH CITY OF CORAL SPRINGS

4495591 ROYAL PALM BLVD FROM UNIVERSITY DRIVE TO RIVERSIDE DRIVE

Non-SIS



Work Summary: PEDESTRIAN SAFETY IMPROVEMENT
From:
To:
Lead Agency: City of Coral Springs

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SU	0	0	905,000	1,000,000	0	1,905,000
Total		0	0	905,000	1,000,000	0	1,905,000

Prior Year Cost:

Future Year Cost:

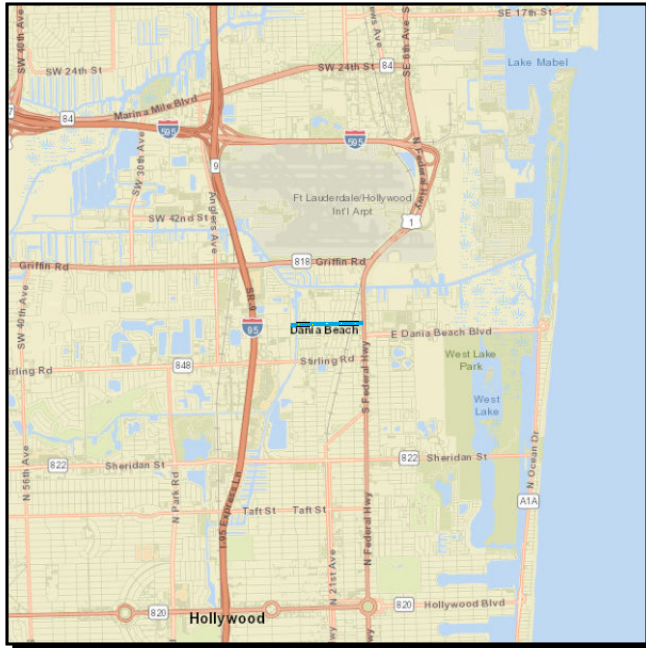
Total Project Cost: 1,905,000

Project Description: SAFETY IMPROVEMENTS VARIOUS LOCATIONS LAP W/ CORAL SPRINGS NO R/W NEEDED

DANIA BEACH

4439491 NW 1ST ST FROM BRYAN ROAD TO SR-5/US-1

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Lead Agency: Dania Beach, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	365,264	0	0	0	0	365,264
CST	TALT	0	0	72,050	0	0	72,050
CST	SU	0	0	2,646,937	0	0	2,646,937
Total		365,264	0	2,718,987	0	0	3,084,251

Prior Year Cost:

Future Year Cost:

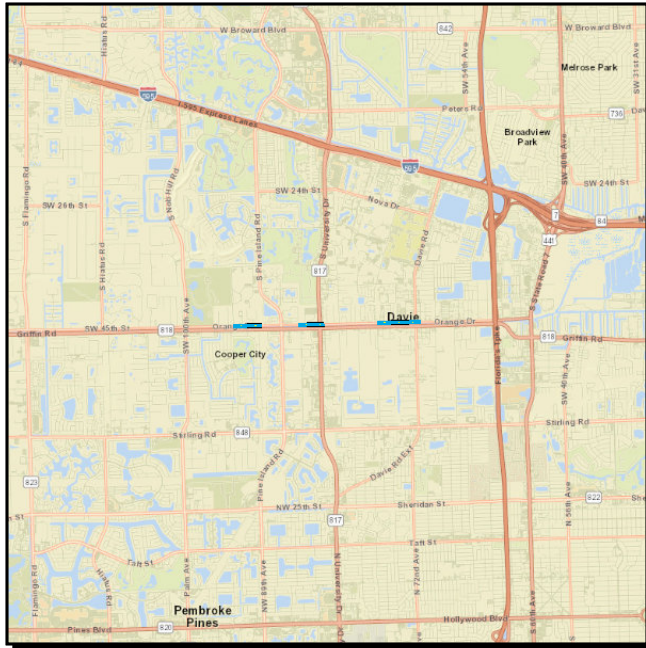
Total Project Cost: 3,084,251

Project Description: 2021 MPO CSLIP PRIORITY #1 LAP WITH CITY OF DANIA BEACH PROVIDE WIDER SIDEWALKS, BIKE LANES, ON-STREET PARKING, TRAFFIC CALMING, ENHANCED CROSSWALKS AND LIGHTING AND PEDESTRIAN CROSSING OF THE FEC RR ON NW 1ST FROM BRYAN BRYAN RD. TO SR-5/US-1

DAVIE

4439501 ORANGE DRIVE FROM SW 92ND AVENUE TO SW 62ND AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	247,094	0	0	0	0	247,094
CST	SU	0	0	807,367	0	0	807,367
Total		247,094	0	807,367	0	0	1,054,461

Prior Year Cost:

Future Year Cost:

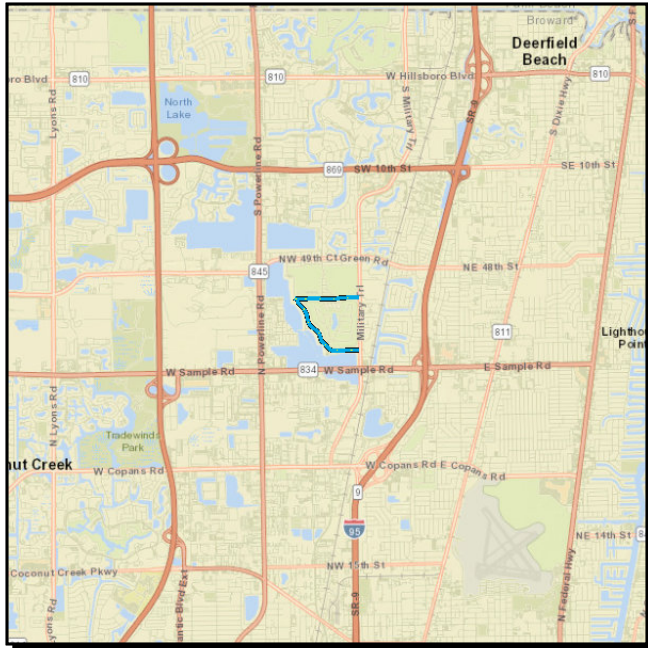
Total Project Cost: 1,054,461

Project Description: 2021 MPO CSLIP PRIORITY #2 LAP WITH THE TOWN OF DAVIE PROVIDE 5 FT SIDEWALKS TO FILL IN EXISTING GAPS IN NETWORK CROSSWALKS, ADA CURB RAMPS AND PEDESTRIAN BRIDGE INCLUDED

DEERFIELD BEACH

4455291 CITY OF DEERFIELD BEACH VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: Deerfield Beach, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	5,000	0	0	0	0	5,000
PE	TALU	389,088	0	0	0	0	389,088
CST	SU	0	0	0	2,339,520	0	2,339,520
Total		394,088	0	0	2,339,520	0	2,733,608

Prior Year Cost:

Future Year Cost:

Total Project Cost: 2,733,608

Project Description: 2021 MPO CSLIP PRIORITY #17 LAP WITH CITY OF DEERFIELD BEACH VARIOUS LOCATIONS: NW 45TH STREET FROM NW 18TH TERRACE TO MILITARY TRAIL; CRYSTAL LAKE DR. FROM NW 45TH STREET TO MILITARY TRAIL.

FORT LAUDERDALE

4455191 NW 19TH STREET FROM NW 31ST AVENUE TO POWERLINE ROAD

Non-SIS



Work Summary: MEDIAN MODIFICATION **From:**

To:

Lead Agency: BROWARD COUNTY

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	LF	0	135,643	0	0	0	135,643
CST	SU	0	1,536,533	0	0	0	1,536,533
Total		0	1,672,176	0	0	0	1,672,176

Prior Year Cost:

Future Year Cost:

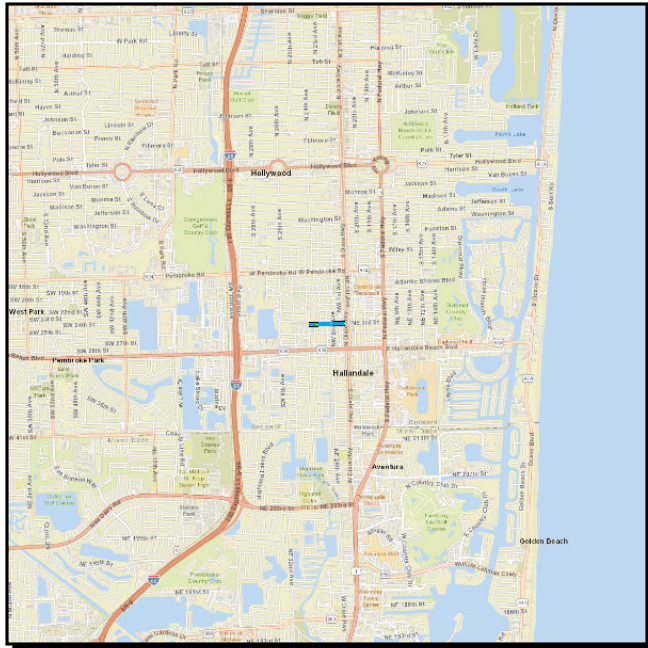
Total Project Cost: 1,672,176

Project Description: 2021 MPO CSLIP PRIORITY #9 LAP W/BROWARD COUNTY

HALLANDALE BEACH

4455271 NORTHWEST 3RD STREET FROM NORTHWEST 6TH AVENUE TO DIXIE HIGHWAY

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: City of Hallandale Beach

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	569,995	0	0	0	0	569,995
CST	SU	0	0	623,694	2,141,740	0	2,765,434
Total		569,995	0	623,694	2,141,740	0	3,335,429

Prior Year Cost:

Future Year Cost:

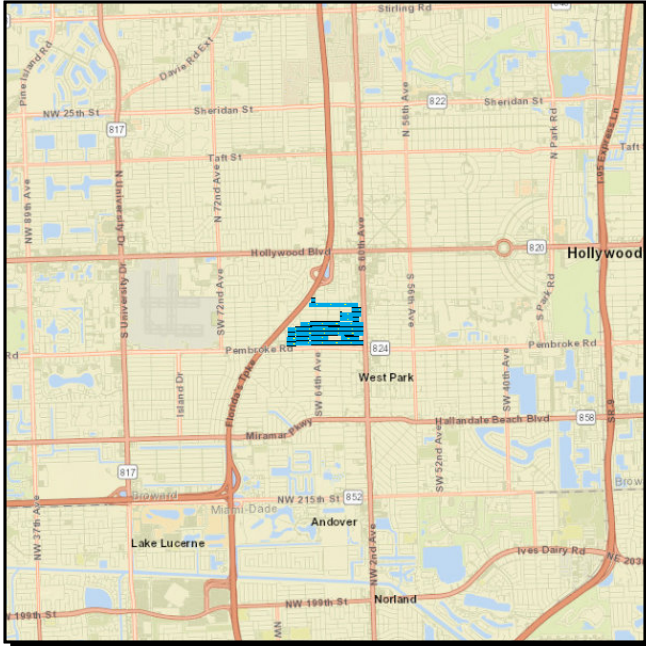
Total Project Cost: 3,335,429

Project Description: 2021 MPO CSLIP PRIORITY #15 LAP WITH CITY OF HALLANDALE BEACH

HOLLYWOOD

4439441 CITY OF HOLLYWOOD BEVERLY PARK VARIOUS LOCATIONS

Non-SIS



Work Summary: SIDEWALK **From:**

To:

Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	TALT	606,718	0	0	0	0	606,718
CST	SU	1,537,609	0	0	0	0	1,537,609
CST	TALU	525,344	0	0	0	0	525,344
Total		2,669,671	0	0	0	0	2,669,671

Prior Year Cost:

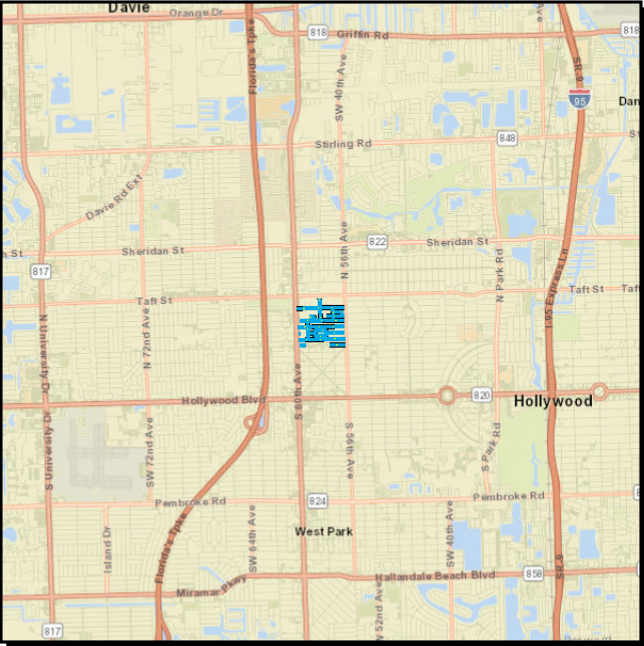
Future Year Cost:

Total Project Cost: 2,669,671

Project Description: 2020 MPO CSLIP PRIORITY #3 LAP WITH CITY OF HOLLYWOOD-DESIGN AND CONSTRUCTION PROVIDE NEW 5FT SIDEWALK WITH CURB RAMPS TO FILL-IN AND PROVIDE CONNECTIVITY THROUGHOUT THE NEIGHBORHOOD *SEE WP45*

4439761 CITY OF HOLLYWOOD VARIOUS LOCATION

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SU	1,822,670	0	0	0	0	1,822,670
CST	TALU	447,890	0	0	0	0	447,890
Total		2,270,560	0	0	0	0	2,270,560

Prior Year Cost:

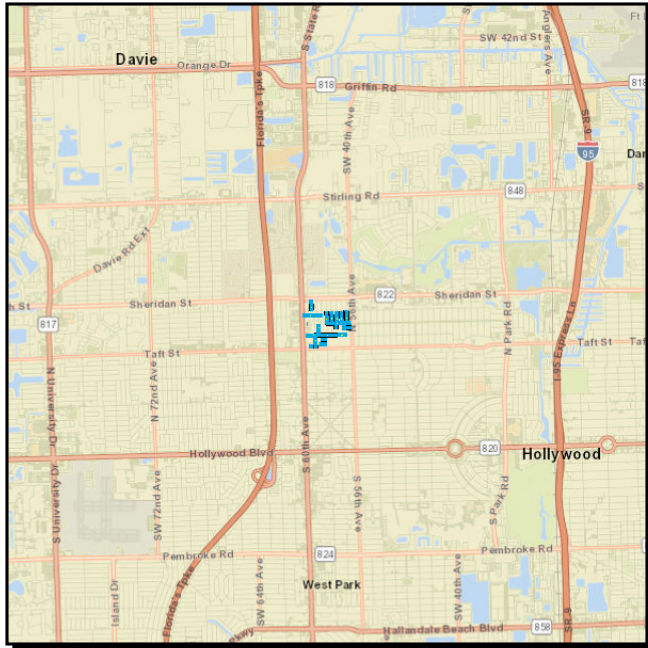
Future Year Cost:

Total Project Cost: 2,270,560

Project Description: 2021 MPO CSLIP PRIORITY #5 LAP WITH THE CITY OF HOLLYWOOD-DESIGN AND CONSTRUCTION COMPLETE SIDEWALK NETWORK: PROVIDE NEW 5FT SIDEWALK WITH CURB RAMPS TO FILL-IN THE NEIGHBORHOODS OF HOLLYWOOD BEACH HEIGHTS AND HOLLYWOOD COUNTRY ESTATES. SHARROWS INCLUDED

4455341 CITY OF HOLLYWOOD - VARIOUS LOCATIONS

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	276,902	0	0	0	276,902
PE	TALU	0	5,000	0	0	0	5,000
CST	SU	0	0	0	160,312	0	160,312
CST	TALU	0	0	0	1,506,098	0	1,506,098
Total		0	281,902	0	1,666,410	0	1,948,312

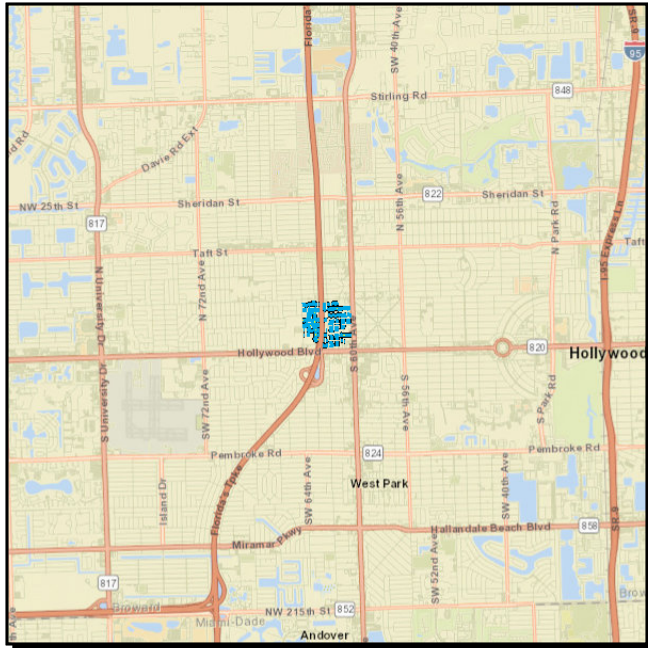
Prior Year Cost:

Future Year Cost:

Total Project Cost: 1,948,312

Project Description: 2021 MPO CSLIP PRIORITY #21 LAP WITH CITY OF HOLLYWOOD SR7 SHERIDAN PARK AND HWY ACRES SIDEWALK PROJECT; PROVIDE SIDEWALK CONNECTIVITY AT APPROX. 24 LOCATIONS

4497171 NEW SIDEWALKS VARIOUS LOCATIONS IN HOLLYWOOD'S GRACEWOOD NEIGHBORHOOD Non-SIS



Work Summary: SIDEWALK

From:

To:

Lead Agency: Hollywood, City of

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	TALU	0	0	338,850	0	0	338,850
Total		0	0	338,850	0	0	338,850

Prior Year Cost:

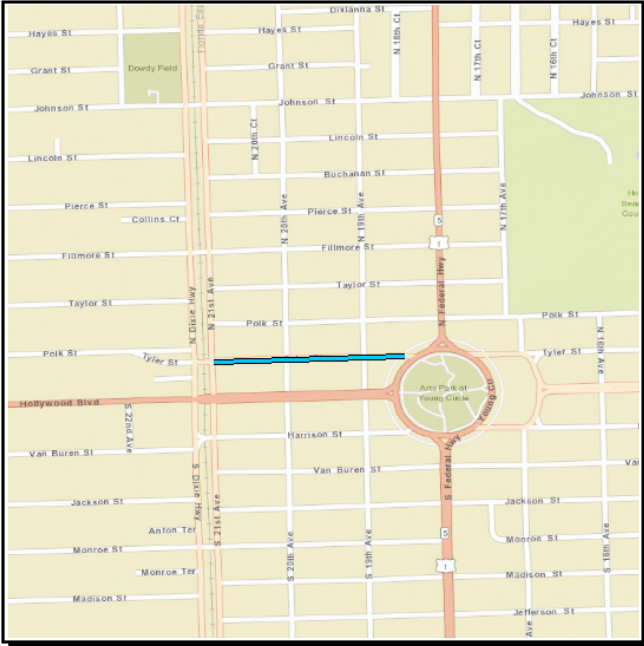
Future Year Cost:

Total Project Cost: 338,850

Project Description: 2022 MPO CSLIP PRIORITY #23 CYCLE 5.CONSTRUCT NEW 5'-0" WIDE CONCRETE SIDEWALK WITH CURB RAMPS TO FILL-IN AND CONNECT TO EXISTING SIDEWALKS WITHIN THE GRACEWOOD NEIGHBORHOOD. PROPOSED SIDEWALKS WILL BE INSTALLED AT VARIOUS LOCATIONS WITHIN THE BOUNDARIES

4507901 TYLER ST FROM NW 21 AVE TO N YOUNG CIRCLE

Non-SIS



Work Summary:

From:

To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	0	0	299,052	299,052
Total		0	0	0	0	299,052	299,052

Prior Year Cost:

Future Year Cost:

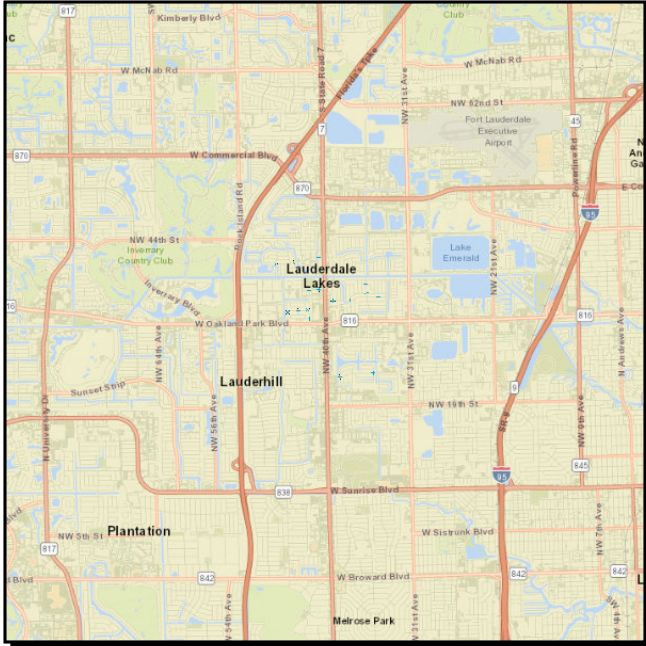
Total Project Cost: 299,052

Project Description:

LAUDERDALE LAKES

4439511 CITY OF LAUDERDALE LAKES TRAFFIC CALMING VARIOUS LOCATIONS

Non-SIS



Work Summary: MISCELLANEOUS CONSTRUCTION
From:
To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	442,143	0	0	0	0	442,143
CST	SU	0	0	1,453,817	0	0	1,453,817
Total		442,143	0	1,453,817	0	0	1,895,960

Prior Year Cost:

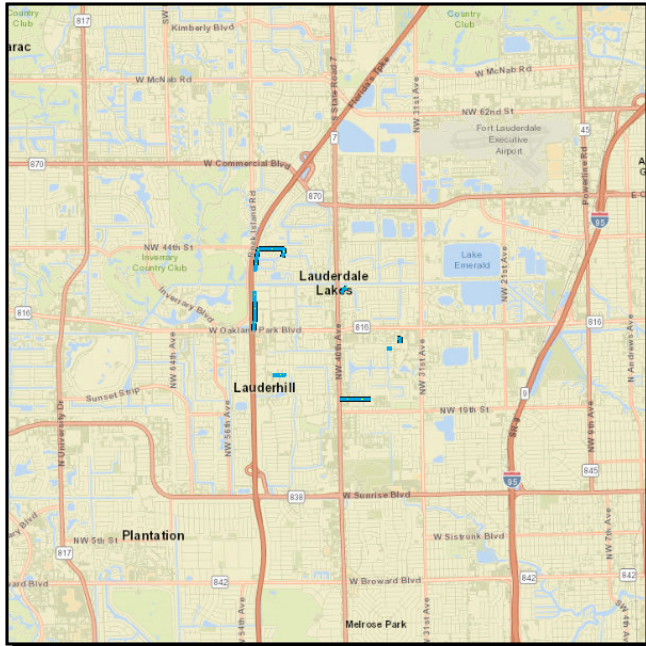
Future Year Cost:

Total Project Cost: 1,895,960

Project Description: 2021 MPO CSLIP PRIORITY #3 LAP WITH CITY OF LAUDERDALE LAKES PROVIDE TRAFFIC CALMING DEVICES SUCH AS DECORATIVE PAVERS, SPEED BUMPS, PAVER CROSSWALKS, ISLAND AND ROUNDABOUT IN SEVERAL LOCATIONS THROUGHOUT THE CITY **SEE WP45**

4497161 CITYWIDE SIDEWALK IMPROVEMENTS IN LAUDERDALE LAKES

Non-SIS



Work Summary: SIDEWALK **From:**

To:

Lead Agency: CITY OF LAUDERDALE LAKES

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	305,890	0	0	305,890
Total		0	0	305,890	0	0	305,890

Prior Year Cost:

Future Year Cost:

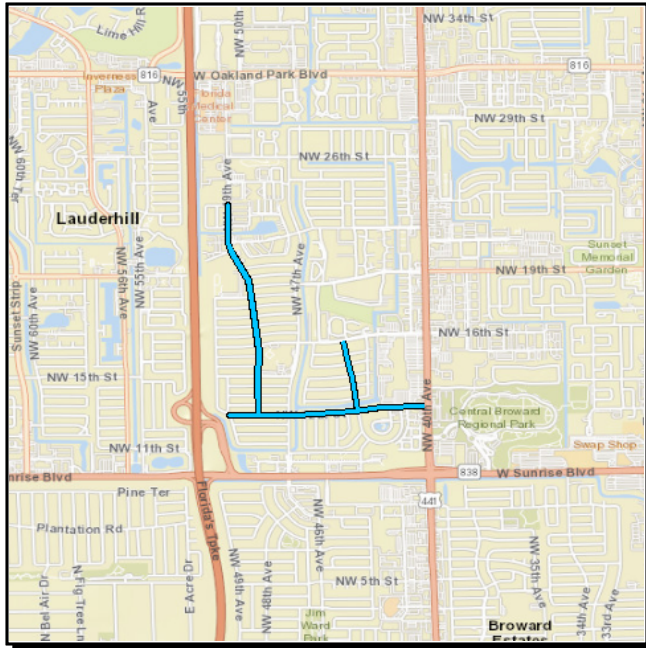
Total Project Cost: 305,890

Project Description: 2022 MPO CSLIP PRIORITY #22 CYCLE 5. CONSTRUCTION OF ADA COMPLIANT NEW SIDEWALKS AT NW 52 AV FRM OAKLAND PARK BLVD TO NW 36 ST;NW 43 CT. FRM NW 41 ST TO NW 48 AVE;NW 21ST ST FRM SR-7 TO WILLIE WEBB PARK;NW 33 AVE AT VARIOUS LOCATIONS; NW 37 ST AT VARIOUS L

LAUDERHILL

4507831 CITY OF LAUDERHILL VARIOUS LOCATIONS

Non-SIS



Work Summary:

From:

To:

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	0	0	150,190	150,190
Total		0	0	0	0	150,190	150,190

Prior Year Cost:

Future Year Cost:

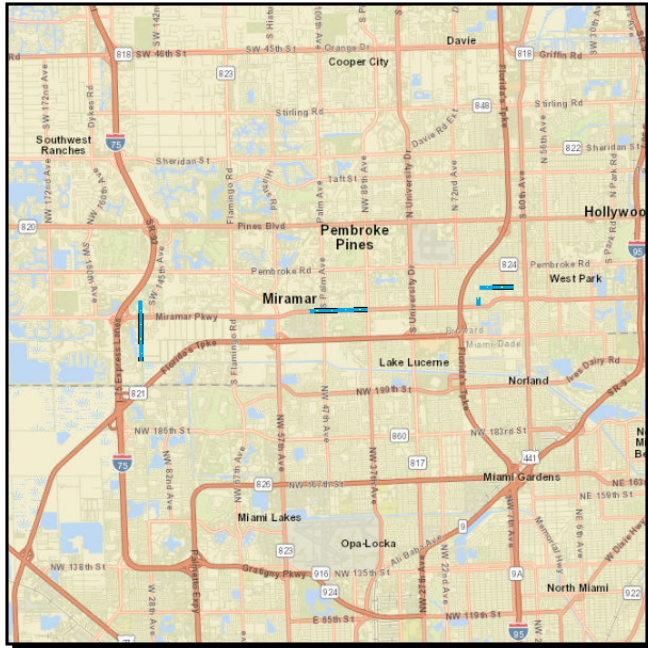
Total Project Cost: 150,190

Project Description:

MIRAMAR

4377951 MIRAMAR BIKE AND PEDESTRIAN MOBILITY IMPROVEMENTS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:

Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SU	3,652,588	0	0	0	0	3,652,588
Total		3,652,588	0	0	0	0	3,652,588

Prior Year Cost:

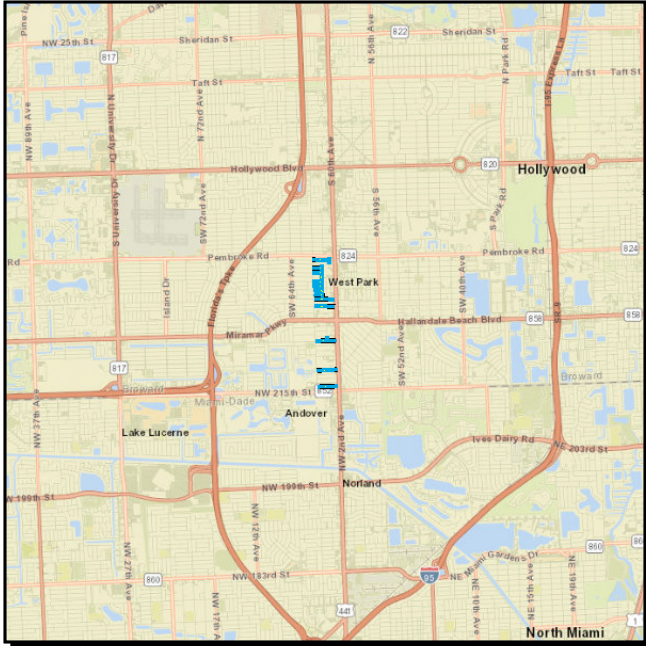
Future Year Cost:

Total Project Cost: 3,652,588

Project Description: BROWARD MPO MOBILITY 2015 - MPO PRIORITY #2 LOCATIONS: MIRAMAR PKWY FROM COMMERCE PKWY TO DOUGLAS ROAD; SW 68TH AVENUE FROM MIRAMAR PKWY TO SW 27TH COURT; SW 25TH STREET FROM SW 68TH AVENUE TO SW 62ND AVENUE; SW 148TH AVENUE FROM SW 48TH COURT TO MIRAMAR

4439451 MIRAMAR COMPLETE STREETS PHASE III

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	TALT	0	1,158,725	0	0	0	1,158,725
CST	LF	0	194,436	0	0	0	194,436
CST	SU	0	1,421,748	0	0	0	1,421,748
Total		0	2,774,909	0	0	0	2,774,909

Prior Year Cost:

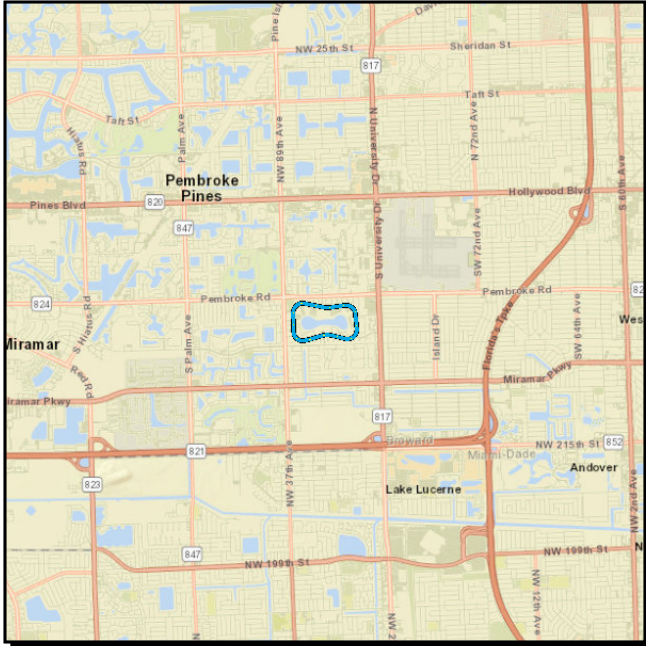
Future Year Cost:

Total Project Cost: 2,774,909

Project Description: 2020 MPO CSLIP PRIORITY #4 LAP WITH CITY OF MIRAMAR-DESIGN AND CONSTRUCTION PROVIDE 5FT SIDEWALK ON ONE SIDE, ADA-COMPLIANT RAMPS AND PEDESTRIAN LEVEL LIGHTING. PROJECT LIMITES: SW 18TH ST FROM SW 62ND AVE TO SR-7. SW 20TH ST FROM SW 62ND AVE TO SW 61ST A

4455351 SHERMAN CIRCLE FROM JODI LANE TO JODI LANE

Non-SIS



Work Summary: BIKE PATH/TRAIL
From:
To:
Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	347,401	0	0	0	347,401
CST	SU	0	0	0	2,059,405	0	2,059,405
Total		0	347,401	0	2,059,405	0	2,406,806

Prior Year Cost:

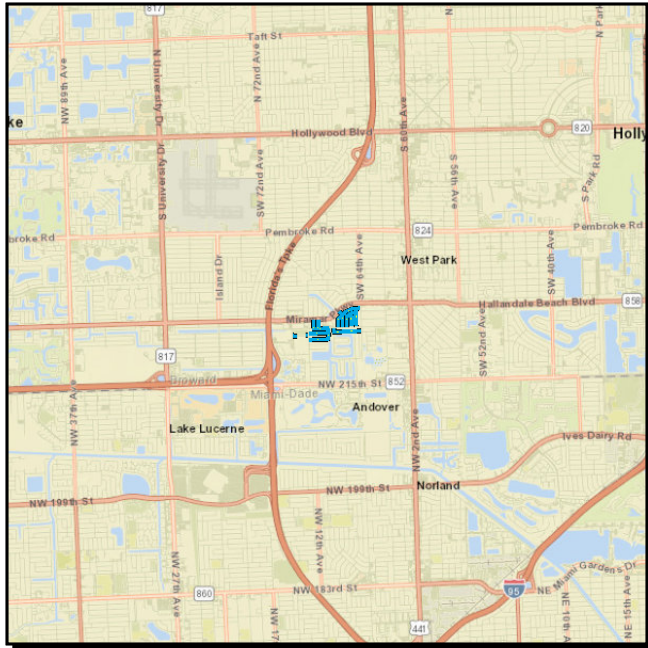
Future Year Cost:

Total Project Cost: 2,406,806

Project Description: 2021 MPO CSLIP PRIORITY #22 LAP WITH CITY OF MIRAMAR SHERMAN CIRCLE BEGIN AND END AT THE SAME POINT

4465521 A.C. PERRY K-8 SCHOOL - MULTIPLE LOCATIONS

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: City of Miramar

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	SR2T	0	1,048,025	0	0	0	1,048,025
Total		0	1,048,025	0	0	0	1,048,025

Prior Year Cost:

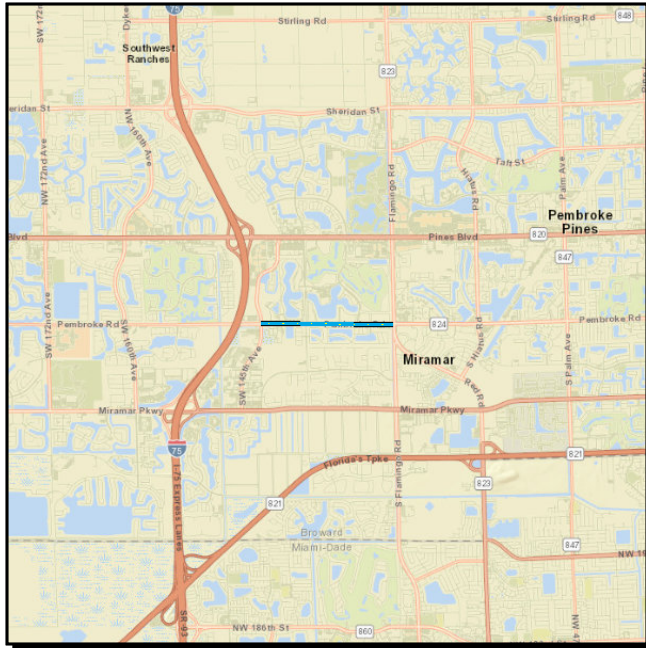
Future Year Cost:

Total Project Cost: 1,048,025

Project Description: SAFE ROUTE TO SCHOOL; LAP WITH THE CITY OF MIRAMAR **SEE WP45 FOR LOCATIONS**

4496901 PEMBROKE RD FROM SW 145TH AVE TO FLAMINGO ROAD

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: City of Pembroke Pines

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	253,948	0	0	0	253,948
PE	TALU	0	711,337	0	0	0	711,337
CST	SU	0	0	0	0	7,495,223	7,495,223
Total		0	965,285	0	0	7,495,223	8,460,508

Prior Year Cost:

Future Year Cost:

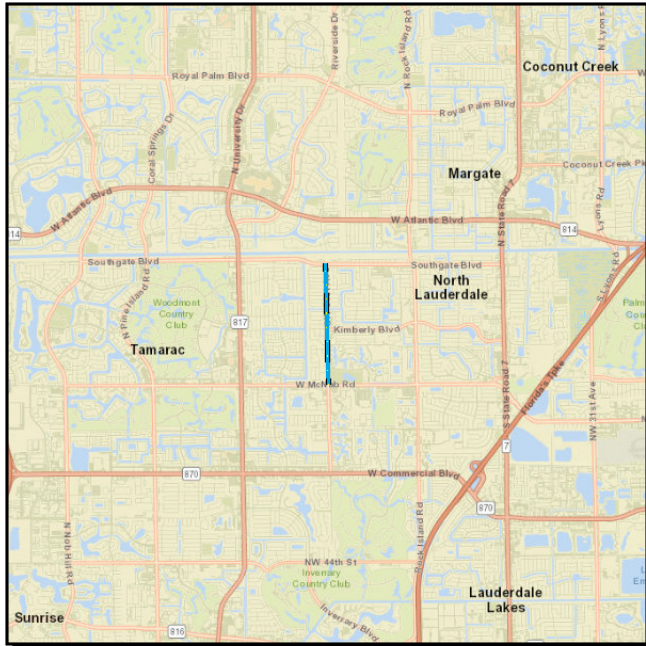
Total Project Cost: 16,921,016

Project Description: 2022 MPO CSMP PRIORITY #10 PROTECTED BICYCLE LANES AND WIDER SIDEWALKS LAP PROJECT WITH PEMBROKE PINES

NORTH LAUDERDALE

4482891 SW 81 AVE FROM MCNAB ROAD TO C-14 GREENWAY- CITY OF NORTH_LAUDERDALE

Non-SIS



Work Summary: BIKE PATH/TRAIL **From:**

To:

Lead Agency: CITY OF NORTH LAUDERDALE

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	454,037	0	0	0	454,037
CST	TALT	0	0	0	0	73,690	73,690
CST	LF	0	0	0	0	521,627	521,627
CST	SU	0	0	0	0	1,768,036	1,768,036
Total		0	454,037	0	0	2,363,353	2,817,390

Prior Year Cost:

Future Year Cost:

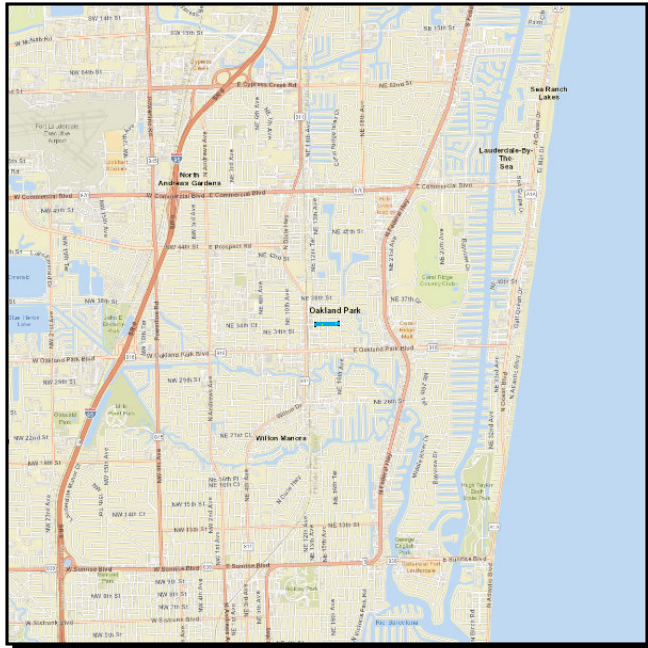
Total Project Cost: 2,817,390

Project Description: 2022 MPO CYCLE 4 PRIORITY #20; LAP W/ CITY OF NORTH LAUDERDALE SIDEWALK REMOVAL; CONSTRUCTION OF 10FT SHARED USE PATH 2 TRAFFIC CIRCLES; LIGHTING POLES AT ROUNDABOUTS

OAKLAND PARK

4381161 NE 34 COURT BEGINING AT NE 12 TERRACE TO NE 16 AVENUE

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF OAKLAND PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	CARM	114,331	0	0	0	0	114,331
CST	SM	350,458	0	0	0	0	350,458
CST	SU	689,621	0	0	0	0	689,621
CST	TALU	729,993	0	0	0	0	729,993
Total		1,884,403	0	0	0	0	1,884,403

Prior Year Cost:

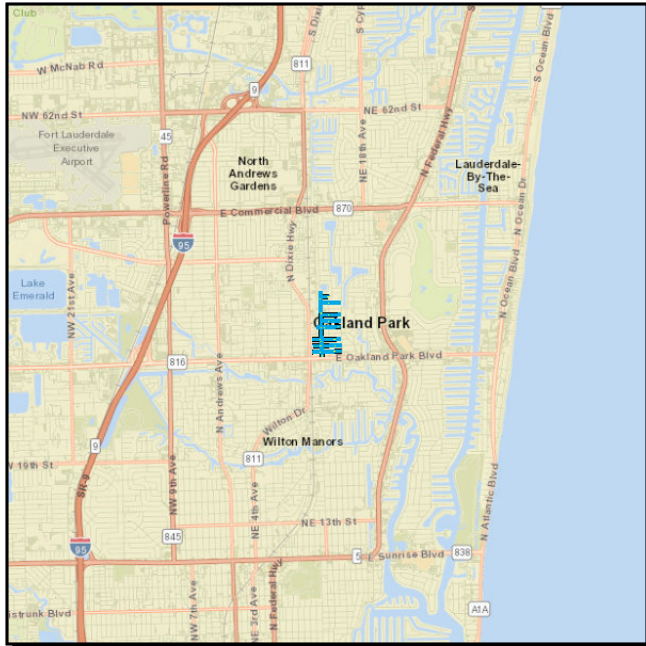
Future Year Cost:

Total Project Cost: 1,884,403

Project Description: 2015 MPO PRIORITY #3 BROWARD MPO LOCAL INITIATIVE PRIORITY PROJECT IN CITY OF OAKLAND PARK 2015; ADDING NEW SIDEWALKS, BIKE LANES, AND PEDESTRIAN LIGHTING; LAP WITH CITY OF OAKLAND PARK-DESIGN AND CONSTRUCTION

4449981 NE 13TH IMPROVEMENTS VARIOUS LOCATIONS - CITY OF OAKLAND PARK

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF OAKLAND PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	CARM	0	117,079	0	0	0	117,079
CST	SM	0	97,154	0	0	0	97,154
CST	LF	0	4,077,759	0	0	0	4,077,759
CST	SU	0	1,271,939	0	0	0	1,271,939
Total		0	5,563,931	0	0	0	5,563,931

Prior Year Cost:

Future Year Cost:

Total Project Cost: 5,563,931

Project Description: 2019 MPO CSLIP PRIORITY; LAP WITH CITY OF OAKLAND PARK; NE 13TH AVENUE FROM OAKLAND PARK BLVD TO 40TH PLACE; NE 32ND STREET FROM NE 12TH AVE TO NE 16TH AVE; NE 33RD STREET FROM NE 12TH AVE TO NE 16TH AVE; NE 34TH ST FROM NE 12TH AVE TO NE 16TH AVE; NE 35T

4455191 NW 19TH STREET FROM NW 31ST AVENUE TO POWERLINE ROAD

Non-SIS



Work Summary: MEDIAN MODIFICATION **From:**
To:

Lead Agency: BROWARD COUNTY

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	LF	0	135,643	0	0	0	135,643
CST	SU	0	1,536,533	0	0	0	1,536,533
Total		0	1,672,176	0	0	0	1,672,176

Prior Year Cost:

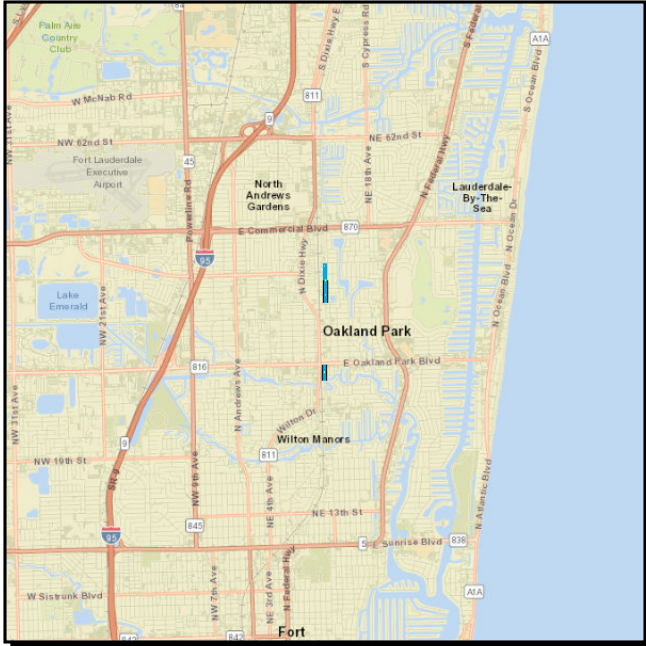
Future Year Cost:

Total Project Cost: 1,672,176

Project Description: 2021 MPO CSLIP PRIORITY #9 LAP W/BROWARD COUNTY

4497181 NE 12TH TERR ROADWAY IMPROVEMENTS

Non-SIS



Work Summary: SIDEWALK

From:

To:

Lead Agency: CITY OF OAKLAND PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	TALT	0	0	494,929	0	0	494,929
Total		0	0	494,929	0	0	494,929

Prior Year Cost:

Future Year Cost:

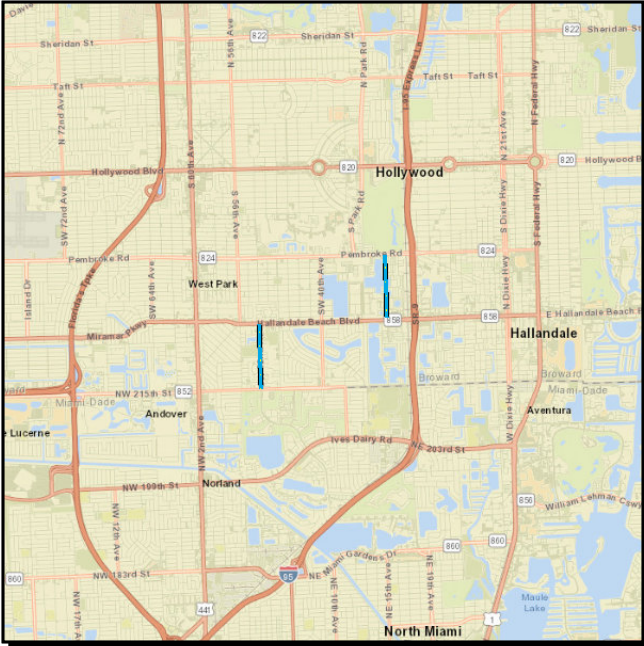
Total Project Cost: 494,929

Project Description: 2022 MPO CSLIP PRIORITY #25 CYCLE 5. CONSTRUCT PEDESTRIAN FACILITIES AS WELL AS WIDENING FOR THE INSTALLATION OF BICYCLE FACILITIES ALONG NE 12TH TERRACE FROM FLORANADA ROAD TO NE 40TH PLACE AND OAKLAND PARK BOULEVARD TO CITY LIMITS/ MIDDLE RIVER.

PEMBROKE PARK

4482871 PEMBROKE PARK VARIOUS LOCATIONS

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: TOWN OF PEMBROKE PARK

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	403,155	0	0	0	403,155
CST	SU	0	0	0	2,584,825	0	2,584,825
Total		0	403,155	0	2,584,825	0	2,987,980

Prior Year Cost:

Future Year Cost:

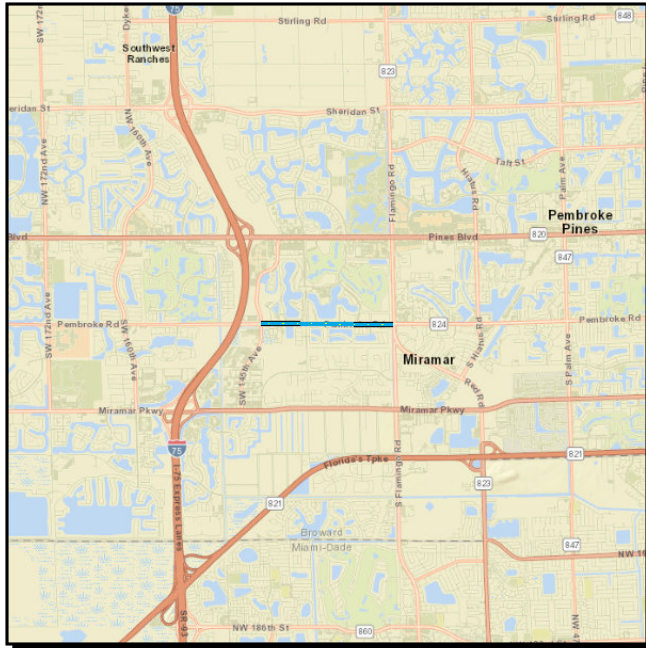
Total Project Cost: 5,975,960

Project Description: 2022 MPO CYCLE 4 PRIORITY #18; LAP W/ TOWN OF PEMBROKE PARK SW 52ND AVE FROM COUNTY LINE TO WEST HALLANDALE BEACH BLVD AND SOUTH PARK RD FROM HALLANDALE BEACH BLVD TO PEMBROKE RD ADDITION OF BIKE LANES, CONSTRUCTION OF MISSING SIDEWALK, MILLING AND RESURF

PEMBROKE PINES

4496901 PEMBROKE RD FROM SW 145TH AVE TO FLAMINGO ROAD

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: City of Pembroke Pines

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	253,948	0	0	0	253,948
PE	TALU	0	711,337	0	0	0	711,337
CST	SU	0	0	0	0	7,495,223	7,495,223
Total		0	965,285	0	0	7,495,223	8,460,508

Prior Year Cost:

Future Year Cost:

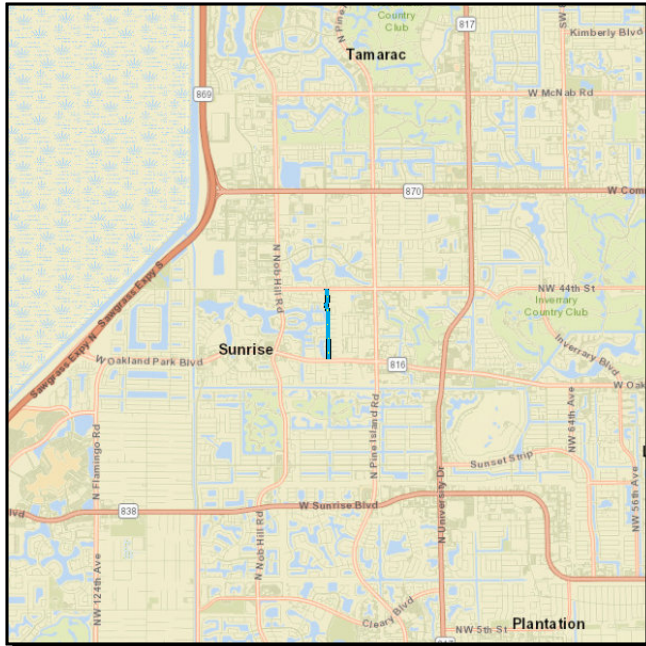
Total Project Cost: 16,921,016

Project Description: 2022 MPO CSMP PRIORITY #10 PROTECTED BICYCLE LANES AND WIDER SIDEWALKS LAP PROJECT WITH PEMBROKE PINES

SUNRISE

4455331 NORTHWEST 94TH AVENUE FROM NORTHWEST 44TH STREET TO 57TH STREET

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF SUNRISE

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	365,152	0	0	0	365,152
PE	TALU	0	5,000	0	0	0	5,000
CST	SU	0	0	0	808,125	0	808,125
CST	TALU	0	0	0	521,855	0	521,855
Total		0	370,152	0	1,329,980	0	1,700,132

Prior Year Cost:

Future Year Cost:

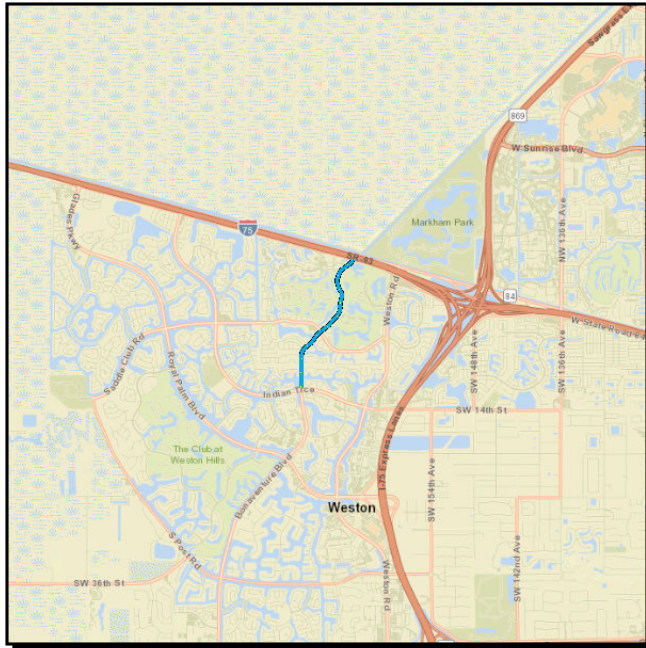
Total Project Cost: 1,700,132

Project Description: 2021 MPO CSLIP PRIORITY #20 LAP WITH THE CITY OF SUNRISE OR CITY OF TAMARAC

WESTON

4439521 BONAVENTURE BLVD. FROM INDIAN TRACE TO SR-84

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF WESTON

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	446,031	0	0	0	0	446,031
PE	SA	5,000	0	0	0	0	5,000
CST	SU	0	0	2,681,189	0	0	2,681,189
Total		451,031	0	2,681,189	0	0	3,132,220

Prior Year Cost:

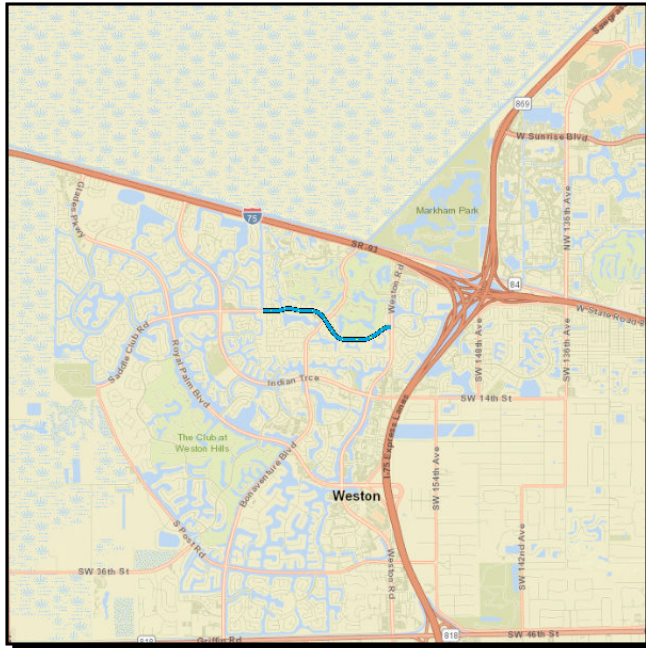
Future Year Cost:

Total Project Cost: 3,132,220

Project Description: 2021 MPO CSLIP PRIORITY #4 LAP WITH CITY OF WESTON PROVIDE 4'-5' WIDE BIKE LANES

4455321 SADDLE CLUB ROAD FROM WEST OF LAKEVIEW DRIVE TO WESTON ROAD

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**

To:

Lead Agency: CITY OF WESTON

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	TALU	0	387,503	0	0	0	387,503
CST	SU	0	0	0	2,300,022	0	2,300,022
Total		0	387,503	0	2,300,022	0	2,687,525

Prior Year Cost:

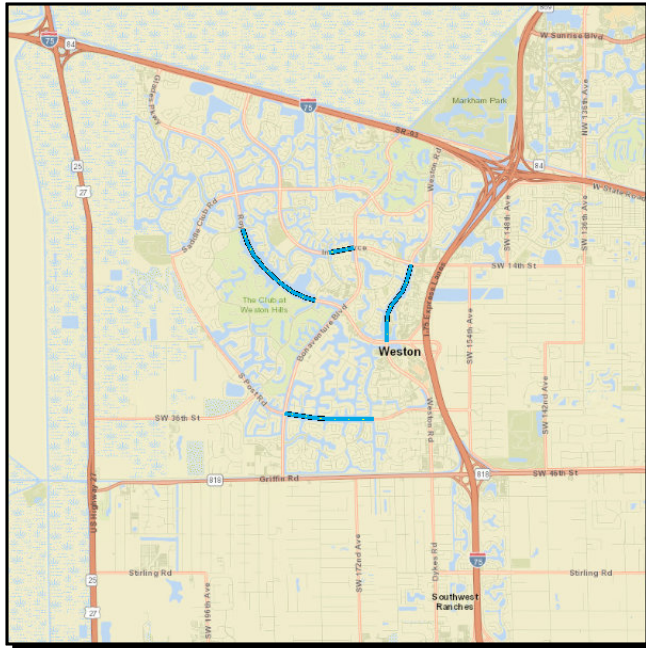
Future Year Cost:

Total Project Cost: 2,687,525

Project Description: 2021 MPO CSLIP PRIORITY #19 LAP WITH CITY OF WESTON

4482881 CITY OF WESTON VARIOUS LOCATIONS

Non-SIS



Work Summary: SIDEWALK **From:**

To:

Lead Agency: CITY OF WESTON

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	SU	0	0	790,381	0	0	790,381
Total		0	0	790,381	0	0	790,381

Prior Year Cost:

Future Year Cost:

Total Project Cost: 790,381

Project Description: 2022 MPO CYCLE 4 PRIORITY #19; LAP W/ CITY OF WESTON INDIAN TRACE FROM TOWN CENTER BLVD TO BONAVENTURE BLVD; ROYAL PALM BLV. FROM WESTON HILLS DR TO TOWN CENTER BLVD; WESTON RD. FROM INDIAN TRACE TO ROYAL PALM BLVD; SOUTH POST RD. FROM BONAVENTURE BLVD TO



Non-Action Items 3.

Metro Trans Engineering & Construction Cooperative (MTECC)

Meeting Date: 05/11/2023

REQUESTED ACTION:

Staff will be presenting for discussion the budget planning and payment approval processes that will be incorporated into the Payment Procedure as an update.

SUMMARY EXPLANATION/BACKGROUND:

MTECC has limited activities at this point that fall primarily into the following categories:

General Administrative

- Executive Director
- Board Attorney
- Program Management Consultant
- Insurance
- Banking Services
- MPO Administrative Support
 - Board Support
 - Procurement
 - Finance and Accounting

Project Specific

- Executive Director
- Legal Services
- Procurement
- Program Management Consultant
- Design Consultant
- Construction Contractor
- CEI Consultant

These items will be included in the annual budget for General Administrative and amended into the annual budget for Project Specific as the projects are identified and funds provided by the member city/grants.

The majority of payments will be made under a contract/agreement approved by the MTEC Board with the corresponding budget allocated to the contract/agreement.

Based on this staff recommends the following approach for payments:

1. Payments that are made for routine invoices under an executed contract/agreement that are within budget will be approved for payment by the Board Chair and Executive Director.

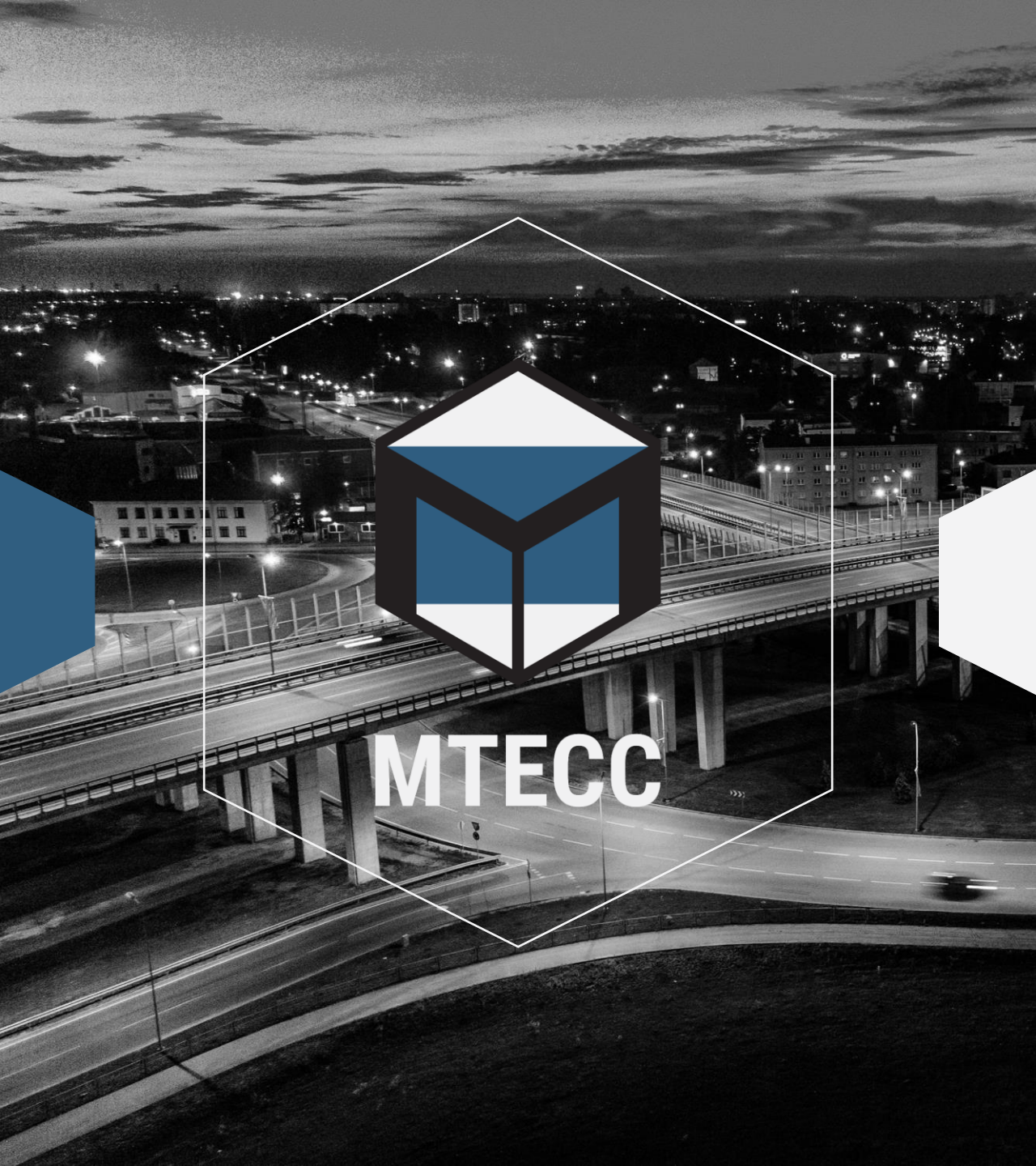
2. Payments that are for general administrative activities that are under \$15,000 that are within budget will be approved for payment by the Board Chair and Executive Director.
3. Payments for items above \$15,000 that do not have an agreement and that are within budget will be provided to the Board under Consent items in the agenda for review. A Board member may pull any item in the Consent items for discussion if desired. Once the Board has approved the item it will be paid after approval by the Board Chair and Executive Director.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or lowell.clary@claryconsulting.com.

Attachments

Budget Planning
MTECC Payment Approach
MTECC Payment Procedure



METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

(MTECC)

Lowell R. Clary
Interim Executive Director

May 11, 2023

MTECC Budget Schedule



MTECC

- MTECC's budget year coincides with the City's fiscal year.
- Budget planning begins in May
- Budget workshop at June meeting – preliminary recommendations and discussion
- Budget formalized for next fiscal year in July/August based on Board input in June
- Budget adopted in September

Key Budget Items



MTECC

- MTECC Administration
 - Executive Director
 - Board Counsel
 - MPO Support:
 - Board Activities
 - Procurement
 - Finance/Accounting
 - Tech Support
 - Insurance
 - Annual Audit
 - Other Expenses

Key Budget Items



MTECC

- Technical Support – Program Management Consultant (PMC) – WSP
 - General Activities:
 - Board Support Activities
 - City/FDOT Coordination
 - Project Specific (Design) – if requested by MTECC member
 - Coordination with City on LAP Certification
 - Support City on ROW Certification
 - Coordinate with City/FDOT on Design Scope
 - Procurement Technical Support
 - Project Manager – Design Consultant (schedule, oversight, invoice reviews, close-out)
 - Design Reviews
 - Project Reporting

Key Budget Items

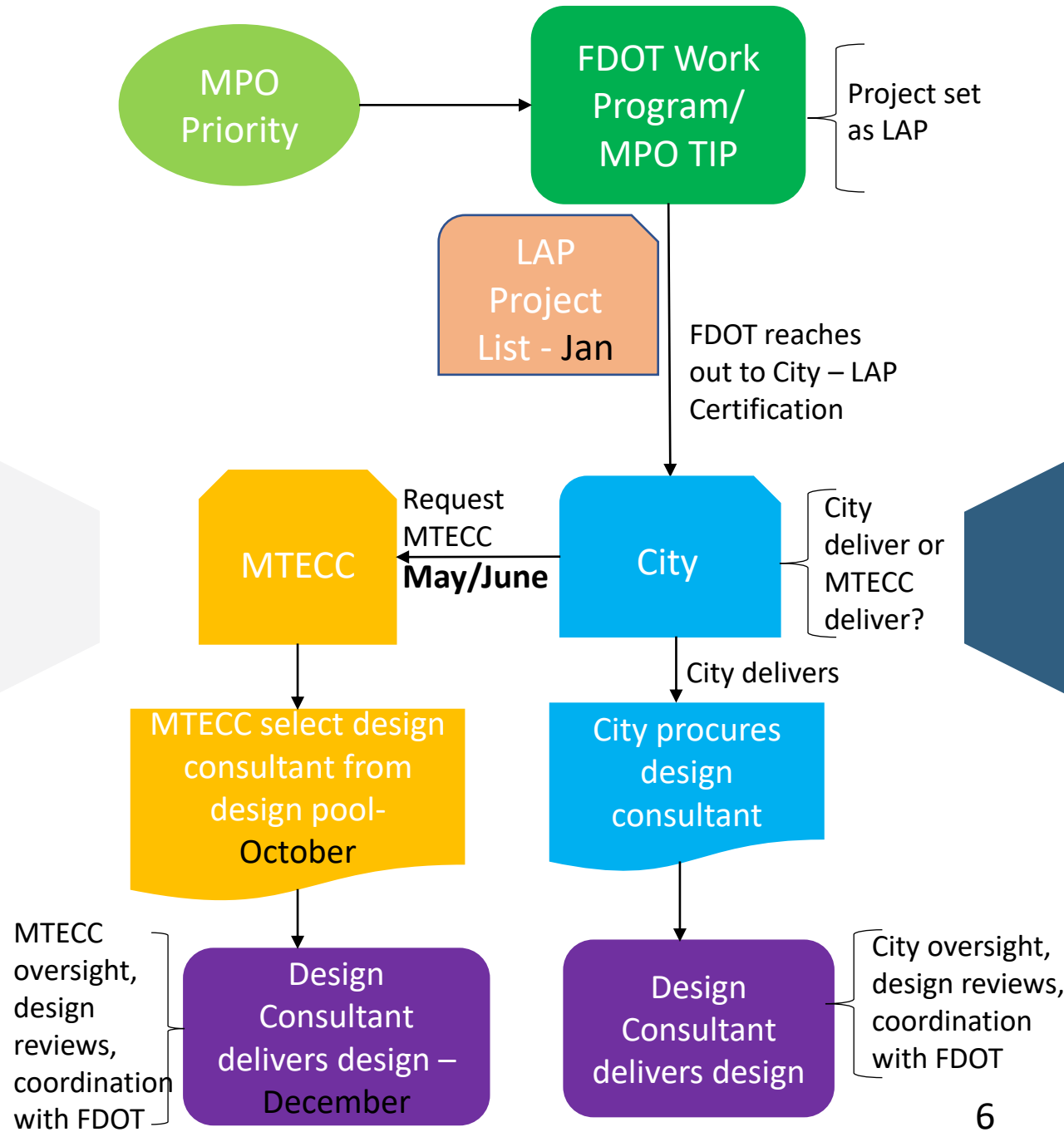


MTECC

- Design Consultant (s)
 - If City MTECC member request services
 - Selected from Design Consultant Pool
 - Project Specific (Design)
 - Project Administration
 - Develop Project Design
 - 30 – 60 – 90 – 100 percent plans with updates based on reviews
 - Coordinate with City/FDOT on Design
 - Design Development Reviews (during construction if desired for review of shop drawings)
 - Project Reporting

Project Decision Timing (FY 23-24 Projects)

MTECC

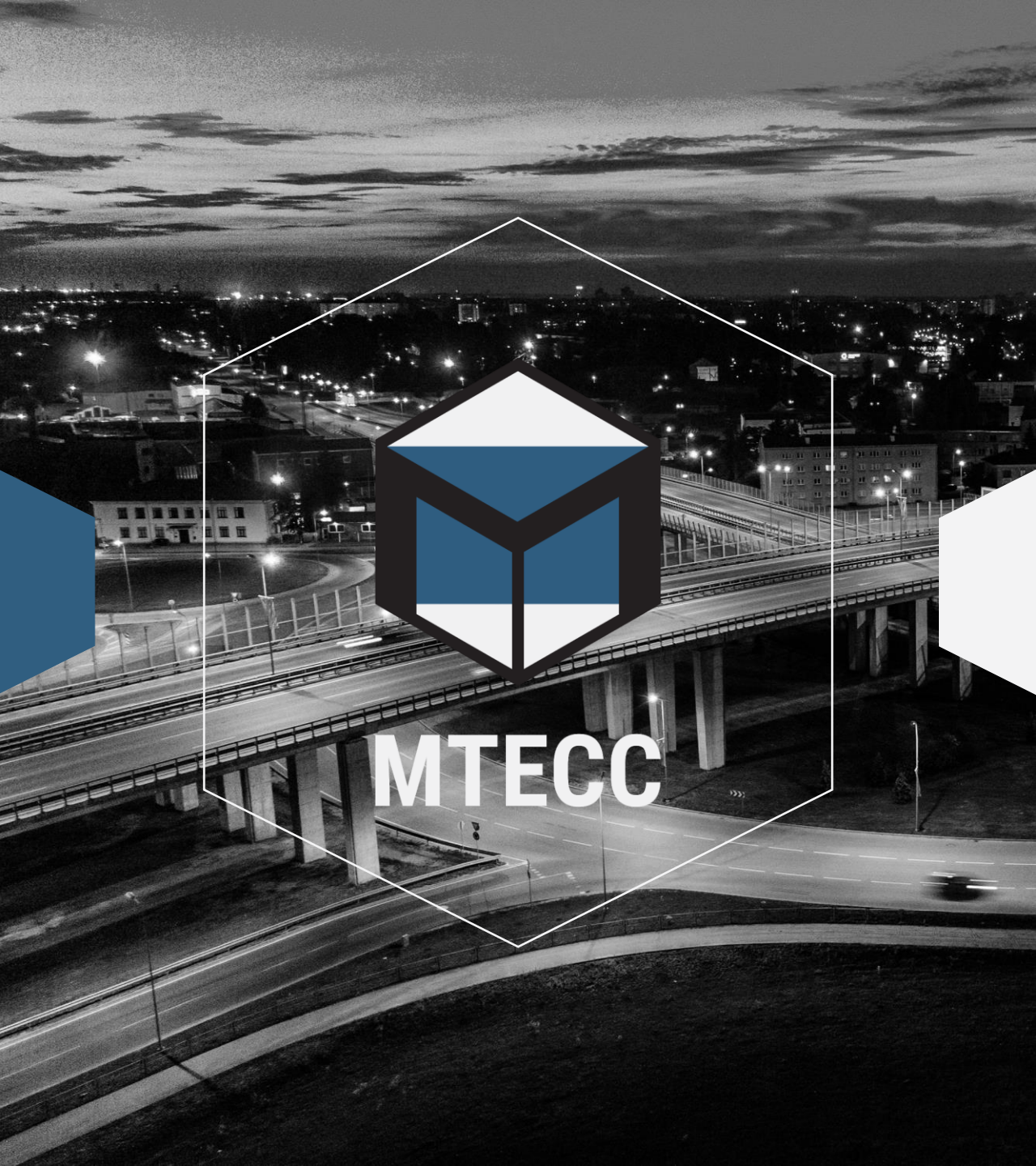


Discussion



MTECC





METRO TRANSPORTATION ENGINEERING & CONSTRUCTION COOPERATIVE

(MTECC)

Lowell R. Clary
Interim Executive Director

May 11, 2023

Payment Process



MTECC

- Payments made by MTECC:
 - Project Selection/Agreements approved by Board – payments within agreement/budget approved by Chair/Executive Director
 - Routine administrative items – examples insurance, bank services, etc. – payments under \$15,000 within budget approved by Chair/Executive Director
 - Items with no Board approved agreement over \$15,000 – brought to Board as Consent items (may be pulled for discussion if needed) – approved by Board

Discussion



MTECC





Approved: _____

Interim Executive Director

Payment Processing Procedure

Purpose:

The purpose of this procedure is to define the processes related to Agency payment processing.

Authority:

FS 215.422 Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.

Scope:

This procedure is for use of MTECC representatives to determine compliance with all criteria related to the processing of payment request from MTECC.

Authority:

- Chapter 218, Florida Statutes, PART VII LOCAL GOVERNMENT PROMPT PAYMENT ACT
- Section 255.071, Florida Statutes – Payment of subcontractors, sub-subcontractors, materialmen, and suppliers on construction contracts for public projects.
- Section 255.073, Florida Statutes – Timely payment for purchases of construction services. (Note this includes Sections 255.072 to 255.078, Florida Statutes, in the entirety related to payments of construction services)

Procedure:

The MTECC Executive Director shall ensure that through Agency staff or contracted support staff that the following legal requirements to the processing of MTECC Agency Payments are followed. The MTECC Executive Director and Legal Counsel shall review the Florida Statutes each year for any material changes and update this procedure based on the changes in law.

MTECC Payment Approvals - Payments made by MTECC shall follow the below requirements for approval prior to payment:

- **Project Selection/Agreements approved by Board – payments within agreement/budget approved by Chair/Executive Director**



MTECC Procedure 8.40.10a

- **Routine administrative items – examples insurance, bank services, printing, supplies, etc. – payments under \$15,000 within budget approved by Chair/Executive Director**
- **Items with no Board approved agreement over \$15,000 – brought to Board as Consent items (may be pulled for discussion if needed) – approved by Board**

Prompt Payment – This first section of laws pertains to the prompt payment of payments by local governments for all items. Please pay special attention to Section 218.77, relating to the use of Federal funds in contracting and payments. The provisions of this section must be included in any project contract that relies on reimbursements from future payment.

218.70 Popular name.—This part may be cited as the “Local Government Prompt Payment Act.”

218.71 Purpose and policy.—

(1) The purpose of this part is:

(a) To provide for prompt payments by local governmental entities and their institutions and agencies.

(b) To provide for interest payments on late payments made by local governmental entities and their institutions and agencies.

(c) To provide for a dispute resolution process for payment of obligations.

(2) It is the policy of this state that payment for all purchases by local governmental entities be made in a timely manner.

History.—s. 4, ch. 89-297.

218.72 Definitions.—As used in this part, the term:

(1) “Agent” means the project architect, project engineer, or other agency or person acting on behalf of the local governmental entity. The agent who is required to review invoices or payment requests must be identified in accordance with s. 218.735(1).

(2) “Construction services” means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

(3) “Contractor” or “provider of construction services” means the person who contracts directly with a local governmental entity to provide construction services.

(4) “County” means a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.



MTECC Procedure 8.40.10a

(5) “Local governmental entity” means a county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.

(6) “Municipality” means a municipality created pursuant to general or special law and metropolitan and consolidated governments as provided in s. 6(e) and (f), Art. VIII of the State Constitution.

(7) “Payment request” means a request for payment for construction services which conforms with all statutory requirements and all requirements specified by the local governmental entity to which the payment request is submitted. Such requirements must be included in the contract for the project for which payment is requested.

(8) “Proper invoice” means an invoice that conforms with all statutory requirements and all requirements specified by the local governmental entity to which the invoice is submitted. Such requirements must be included in the contract for the project for which the invoice is submitted.

(9) “Purchase” means the purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by a local governmental entity.

(10) “Vendor” means any person who sells goods or services, sells or leases personal property, or leases real property directly to a local governmental entity. The term includes any person who provides waste hauling services to residents or businesses located within the boundaries of a local government pursuant to a contract or local ordinance.

History.—s. 4, ch. 89-297; s. 1, ch. 95-331; s. 1, ch. 2001-169; s. 2, ch. 2005-230; s. 1, ch. 2010-111.

218.73 Timely payment for nonconstruction services.—The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:

(1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or

(2) If a proper invoice is not received by the local governmental entity, the date:

(a) On which delivery of personal property is accepted by the local governmental entity;

(b) On which services are completed;

(c) On which the rental period begins; or

(d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.

History.—s. 4, ch. 89-297; s. 2, ch. 95-331; s. 2, ch. 2001-169.

218.735 Timely payment for purchases of construction services.—



MTECC Procedure 8.40.10a

(1) The due date for payment for the purchase of construction services by a local governmental entity is determined as follows:

(a) If an agent must approve the payment request or invoice before the payment request or invoice is submitted to the local governmental entity, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). The contractor may send the local government an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

(b) If an agent need not approve the payment request or invoice submitted by the contractor, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1).

A local governmental entity shall identify the agent or employee of the local governmental entity, or the facility or office, to which the contractor may submit its payment request or invoice. This requirement shall be included in the contract between the local governmental entity and contractor, or shall be provided by the local governmental entity through a separate written notice, as required under the contract, no later than 10 days after the contract award or notice to proceed. A contractor's submission of a payment request or invoice to the identified agent, employee, facility, or office of the local governmental entity shall be stamped as received as provided in s. 218.74(1) and shall commence the time periods for payment or rejection of a payment request or invoice as provided in this subsection and subsection (2).

(2) If a payment request or invoice does not meet the contract requirements, the local governmental entity must reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.

(3) If a payment request or an invoice is rejected under subsection (2) and the contractor submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected on the later of:

(a) Ten business days after the date the corrected payment request or invoice is stamped as received as provided in s. 218.74(1); or

(b) If the local governmental entity is required by ordinance, charter, or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly



MTECC Procedure 8.40.10a

scheduled meeting of the local governmental entity held after the corrected payment request or invoice is stamped as received as provided in s. 218.74(1).

(4) If a dispute between the local governmental entity and the contractor cannot be resolved by the procedure in subsection (3), the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract or in any applicable ordinance, which shall be referenced in the contract. In the absence of a prescribed procedure, the dispute must be resolved by the procedure specified in s. 218.76(2).

(5) If a local governmental entity disputes a portion of a payment request or an invoice, the undisputed portion shall be paid timely, in accordance with subsection (1).

(6) If a contractor receives payment from a local governmental entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor must remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. If a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. This subsection does not prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

(7) Each contract for construction services between a local governmental entity and a contractor must provide for the development of a single list of items required to render complete, satisfactory, and acceptable the construction services purchased by the local governmental entity.

(a) The contract must specify the process for developing the list, including the responsibilities of the local governmental entity and the contractor in developing and reviewing the list and a reasonable time for developing the list:

1. For construction projects having an estimated cost of Less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use;
or

2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, or, if extended by contract, up to 60 calendar days after reaching substantial completion of the



MTECC Procedure 8.40.10a

construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

The contract must also specify a date for the delivery of the list of items, not to exceed 5 days after the list of items has been developed and reviewed in accordance with the time periods set forth in subparagraphs 1. and 2.

(b) If the contract between the local governmental entity and the contractor relates to the purchase of construction services on more than one building or structure, or involves a multiphased project, the contract must provide for the development of a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project within the time limitations provided in paragraph (a).

(c) The final contract completion date must be at least 30 days after the delivery of the list of items. If the list is not provided to the contractor by the agreed upon date for delivery of the list, the contract time for completion must be extended by the number of days the local governmental entity exceeded the delivery date. Damages may not be assessed against a contractor for failing to complete a project within the time required by the contract, unless the contractor failed to complete the project within the contract period as extended under this paragraph.

(d) The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract.

(e) Upon completion of all items on the list, the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items.

(f) All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of the contractor as defined by the contract.

(g) Warranty items or items not included in the list of items required under paragraph (a) may not affect the final payment of retainage as provided in this section or as provided in the contract between the contractor and its subcontractors and suppliers.

(h) Retainage may not be held by a local governmental entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a local governmental entity or a contractor for a project or group of projects, and the final



MTECC Procedure 8.40.10a

payment of retainage as provided in this section may not be delayed pending a final audit by the local governmental entity's or contractor's insurance provider.

(i) If a local governmental entity fails to comply with its responsibilities to develop the list required under paragraph (a) or paragraph (b) within the time limitations provided in paragraph (a), the contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section; and payment of any remaining undisputed contract amount, less any amount withheld pursuant to the contract for incomplete or uncorrected work, must be paid within 20 business days after receipt of a proper invoice or payment request. If the local governmental entity has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the local governmental entity need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the local governmental entity in the development of the list or to perform its contractual responsibilities, if any, with regard to the development of the list or if paragraph (8)(c) applies.

(8)(a) With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contractor an amount not exceeding 5 percent of the payment as retainage.

(b) This section does not prohibit a local governmental entity from withholding retainage at a rate less than 5 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the local governmental entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a local governmental entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor must timely remit payment of such retainage to those subcontractors and suppliers.

(c) This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the local governmental entity or contractor.

(d) The time limitations set forth in this section for payment of payment requests apply to any payment request for retainage made pursuant to this section.

(e) Paragraph (a) does not apply to construction services purchased by a local governmental entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.



MTECC Procedure 8.40.10a

(f) This subsection does not apply to any construction services purchased by a local governmental entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

¹(9) All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 2 percent per month, or the rate specified by contract, whichever is greater.

History.—s. 3, ch. 95-331; s. 3, ch. 2001-169; s. 3, ch. 2005-230; s. 2, ch. 2010-111; s. 1, ch. 2020-173; s. 1, ch. 2021-124.

¹**Note.**—Section 10, ch. 2021-124, provides that “[t]his act applies to contracts executed on or after July 1, 2021.”



MTECC Procedure 8.40.10a

218.74 Procedures for calculation of payment due dates.—

(1) Each local governmental entity shall establish procedures whereby each payment request or invoice received by the local governmental entity is marked as received on the date on which it is delivered to an agent or employee of the local governmental entity or of a facility or office of the local governmental entity.

(2) The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

(3) If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.

(4) All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term “1 month” means a period beginning on any day of one month and ending on the same day of the following month.

History.—s. 4, ch. 89-297; s. 4, ch. 95-331; s. 4, ch. 2001-169.

218.75 Mandatory interest.—No contract between a local governmental entity and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under this part.

History.—s. 4, ch. 89-297; s. 5, ch. 2001-169.

218.76 Improper payment request or invoice; resolution of disputes.—

(1) If an improper payment request or invoice is submitted by a vendor, the local governmental entity shall, within 10 days after the improper payment request or invoice is received, notify the vendor, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper.

(2)(a) If a dispute arises between a vendor and a local governmental entity concerning payment of a payment request or invoice, the dispute shall be finally determined by the local governmental entity pursuant to a dispute resolution procedure established by the local governmental entity. Such procedure must provide that proceedings to resolve the dispute are commenced within 45 days



MTECC Procedure 8.40.10a

after the date the payment request or proper invoice was received by the local governmental entity and concluded by final decision of the local governmental entity within 60 days after the date the payment request or proper invoice was received by the local governmental entity. Such procedures are not subject to chapter 120 and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, interest charges begin to accrue 15 days after the local governmental entity's final decision. If the dispute is resolved in favor of the vendor, interest begins to accrue as of the original date the payment became due.

¹(b) If the local governmental entity does not commence the dispute resolution procedure within the time required, a contractor may give written notice to the local governmental entity of the failure to timely commence its dispute resolution procedure. If the local governmental entity fails to commence the dispute resolution procedure within 4 business days after such notice, any amounts resolved in the contractor's favor shall bear mandatory interest, as set forth in s. 218.735(9), from the date the payment request or invoice containing the disputed amounts was submitted to the local governmental entity. If the dispute resolution procedure is not commenced within 4 business days after the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a contractor of its contractual obligations.

(3) In an action to recover amounts due under this part, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

History.—s. 4, ch. 89-297; s. 6, ch. 2001-169; s. 34, ch. 2002-1; s. 3, ch. 2010-111; s. 8, ch. 2021-124.

¹**Note.**—Section 10, ch. 2021-124, provides that “[t]his act applies to contracts executed on or after July 1, 2021.”

218.77 Payment by federal funds.—A local governmental entity which intends to pay for a purchase with federal funds shall not make such purchase without reasonable assurance that federal funds to cover the cost thereof will be received. Where payment or the time of payment is contingent on receipt of federal funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

History.—s. 4, ch. 89-297.

218.78 Report of interest.—If the total amount of interest paid during the preceding fiscal year exceeds \$250, each local governmental entity shall, during December of each year, report to the board of county commissioners or the municipal governing body the number of interest payments made by it during the preceding fiscal year and the total amount of such payments made under this part.



MTECC Procedure 8.40.10a

History.—s. 4, ch. 89-297; s. 5, ch. 95-331.

218.79 Repeal of conflicting laws.—All laws and parts of laws in conflict with this part are repealed.

History.—s. 4, ch. 89-297.

218.80 Public Bid Disclosure Act.—

(1) This section may be cited as the “Public Bid Disclosure Act.”

(2) It is the intent of the Legislature that a local governmental entity shall disclose all of the local governmental entity’s permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other request for proposal, unless such permits or fees are disclosed in the bidding documents or other request for proposal for the project at the time the project was let for bid. It is further the intent of the Legislature to prohibit local governments from halting construction to collect any undisclosed permits or fees which were not disclosed or included in the bidding documents or other request for proposal for the project at the time the project was let for bid.

(3) Bidding documents or other request for proposal issued for bids by a local governmental entity, or any public contract entered into between a local governmental entity and a contractor shall disclose each permit or fee which the contractor will have to pay before or during construction, the dollar amount or the percentage method or the unit method of all permits or fees which may be required by the local government as a part of the contract, and a listing of all other governmental entities that may have additional permits or fees generated by the project. If the request for proposal does not require the response to include a final fixed price, the local governmental entity is not required to disclose any fees or assessments in the request for proposal. However, at least 10 days prior to requiring the contractor to submit a final fixed price for the project, the local governmental entity shall make the disclosures required in this section. Any of the local governmental entity’s permits or fees that are not disclosed in the bidding documents, other request for proposal, or a contract between a local government and a contractor shall not be assessed or collected after the contract is let. No local government shall halt construction under any public contract or delay completion of the contract in order to collect any permits or fees which were not provided for or specified in the bidding documents, other request for proposal, or the contract.

(4) This section does not require disclosure in the bidding documents of any permits or fees imposed as a result of a change order or a modification to the contract. The local government shall disclose all permits or fees imposed as a result of a change order or a modification to the contract prior to the date the contractor is required to submit a price for the change order or modification.



MTECC Procedure 8.40.10a

History.—s. 1, ch. 93-76; s. 1, ch. 2020-154.
[Privacy Statement](#) • [Contact Us](#)

Note that this section pertains to engineering and construction services and there may be overlap with the prior section. Where there is overlap the prior section should take precedence.

255.072 Definitions.—As used in ss. [255.073-255.078](#), the term:

- (1) “Agent” means project architect, project engineer, or any other agency or person acting on behalf of a public entity.
- (2) “Construction services” means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term “construction services” does not include contracts or work performed for the Department of Transportation.
- (3) “Contractor” means any person who contracts directly with a public entity to provide construction services.
- (4) “Payment request” means a request for payment for construction services which conforms with all statutory requirements and with all requirements specified by the public entity to which the payment request is submitted.
- (5) “Public entity” means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, but does not include a local governmental entity as defined in s. [218.72](#).
- (6) “Purchase” means the purchase of construction services.

255.073 Timely payment for purchases of construction services.—

- (1) Except as otherwise provided in ss. [255.072-255.078](#), s. [215.422](#) governs the timely payment for construction services by a public entity.
- (2) If a public entity disputes a portion of a payment request, the undisputed portion must be timely paid.
- (3) When a contractor receives payment from a public entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor’s receipt of payment. When a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor’s receipt of payment. This subsection does not prohibit a contractor or subcontractor from disputing,



MTECC Procedure 8.40.10a

pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this subsection.

¹(4) All payments due for the purchase of construction services and not made within the applicable time limits shall bear interest at the rate of 2 percent per month.

History.—s. 7, ch. 2005-230; s. 3, ch. 2021-124.

¹**Note.**—Section 10, ch. 2021-124, provides that “[t]his act applies to contracts executed on or after July 1, 2021.”

255.074 Procedures for calculation of payment due dates.—

(1) Each public entity shall establish procedures whereby each payment request received by the public entity is marked as received on the date on which it is delivered to an agent or employee of the public entity or of a facility or office of the public entity.

(2) If the terms under which a purchase is made allow for partial deliveries and a payment request is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request.

(3) A public entity must submit a payment request to the Chief Financial Officer for payment no more than 20 days after receipt of the payment request.

History.—s. 8, ch. 2005-230.

255.075 Mandatory interest.—A contract between a public entity and a contractor may not prohibit the collection of late payment interest charges authorized under s. 255.073(4).

History.—s. 9, ch. 2005-230; s. 9, ch. 2021-124.

¹**Note.**—Section 10, ch. 2021-124, provides that “[t]his act applies to contracts executed on or after July 1, 2021.”

255.076 Award of court costs and attorney’s fees.—In an action to recover amounts due for construction services purchased by a public entity, the court shall award court costs and reasonable attorney’s fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the nonprevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party’s claim to those amounts.

History.—s. 10, ch. 2005-230.



MTECC Procedure 8.40.10a

255.077 Project closeout and payment of retainage.—

(1) Each contract for construction services between a public entity and a contractor must provide for the development of a list of items required to render complete, satisfactory, and acceptable the construction services purchased by the public entity. The contract must specify the process for the development of the list, including responsibilities of the public entity and the contractor in developing and reviewing the list and a reasonable time for developing the list, as follows:

(a) For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or

(b) For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 60 calendar days, after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

(2) If the contract between the public entity and the contractor relates to the purchase of construction services on more than one building or structure, or involves a multiphased project, the contract must provide for the development of a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project within the time limitations— provided in subsection (1).

(3) The failure to include any corrective work or pending items not yet completed on the list developed pursuant to subsection (1) or subsection (2) does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract.

(4) Upon completion of all items on the list, the contractor may submit a payment request for all remaining retainage withheld by the public entity pursuant to s. 255.078. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the public entity may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

(5) All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of the contractor as defined by the contract.

(6) Warranty items may not affect the final payment of retainage as provided in this section or as provided in the contract between the contractor and its subcontractors and suppliers.

(7) Retainage may not be held by a public entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a public entity or a contractor for a project or group of projects, and the final payment of retainage as provided



MTECC Procedure 8.40.10a

in this section may not be delayed pending a final audit by the public entity's or contractor's insurance provider.

(8) If a public entity fails to comply with its responsibilities to develop the list required under subsection (1) or subsection (2), as defined in the contract, within the time limitations provided in subsection (1), the contractor may submit a payment request for all remaining retainage withheld by the public entity pursuant to s. 255.078. The public entity need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the public entity in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if s. 255.078(3) applies.

History.—s. 11, ch. 2005-230; s. 3, ch. 2020-173.
[Privacy Statement](#) • [Contact Us](#)

255.071 Payment of subcontractors, sub-subcontractors, materialmen, and suppliers on construction contracts for public projects.—

¹(1) Any person, firm, or corporation who receives a payment from the state or any county, city, or political subdivision of the state, or other public authority, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall pay, in accordance with the contract terms, the undisputed contract obligations for labor, services, or materials provided on account of such improvements. A person, firm, or corporation who knowingly and intentionally fails to make the payment required under this subsection commits a misapplication of construction funds, punishable as provided in s. 713.345.

(2) The failure to pay any undisputed obligations for such labor, services, or materials within 30 days after the date the labor, services, or materials were furnished and payment for such labor, services, or materials became due, or within the time limitations set forth in s. 255.073(3), whichever last occurs, shall entitle any person providing such labor, services, or materials to the procedures specified in subsection (3) and the remedies provided in subsection (4).

(3) Any person providing labor, services, or materials for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work improvements to real property may file a verified complaint alleging:

(a) The existence of a contract for providing such labor, services, or materials to improve real property.

(b) A description of the labor, services, or materials provided and alleging that the labor, services, or materials were provided in accordance with the contract.

(c) The amount of the contract price.



MTECC Procedure 8.40.10a

- (d) The amount, if any, paid pursuant to the contract.
 - (e) The amount that remains unpaid pursuant to the contract and the amount thereof that is undisputed.
 - (f) That the undisputed amount has remained due and payable pursuant to the contract for more than 30 days after the date the labor or services were accepted or the materials were received.
 - (g) That the person against whom the complaint was filed has received payment on account of the labor, services, or materials described in the complaint and, as of the date the complaint was filed, has failed to make payment within the time limitations set forth in s. 255.073(3).
- (4) After service of the complaint, the court shall conduct an evidentiary hearing on the complaint, upon not less than 15 days' written notice. The person providing labor, services, or materials is entitled to the following remedies to the extent of the undisputed amount due for labor or services performed or materials supplied, and upon proof of each allegation in the complaint:
- (a) An accounting of the use of any such payment from the person who received such payment.
 - (b) A temporary injunction against the person who received the payment, subject to the bond requirements specified in the Florida Rules of Civil Procedure.
 - (c) Prejudgment attachment against the person who received the payment, in accordance with each of the requirements of chapter 76.
 - (d) Such other legal or equitable remedies as may be appropriate in accordance with the requirements of the law.
- (5) The remedies specified in subsection (4) must be granted without regard to any other remedy at law and without regard to whether or not irreparable damage has occurred or will occur.
- (6) The remedies specified in subsection (4) do not apply:
- (a) To the extent of a bona fide dispute regarding any portion of the contract price.
 - (b) In the event the plaintiff has committed a material breach of the contract which would relieve the defendant from the obligations under the contract.
- (7) The prevailing party in any proceeding under this section is entitled to recover costs, including a reasonable attorney's fee, at trial and on appeal.
- (8) The provisions of this section shall also apply to any contract between a subcontractor and a sub-subcontractor or supplier and any contract between a sub-subcontractor and supplier on any project for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work.

History.—s. 1, ch. 93-141; s. 5, ch. 2005-230; s. 2, ch. 2021-124.

¹**Note.**—Section 10, ch. 2021-124, provides that “[t]his act applies to contracts executed on or after July 1, 2021.”



MTECC Procedure 8.40.10a

Forms and Checklists:

The MTECC Executive Director shall ensure that agency staff and contracted support develop appropriate forms and checklist to ensure these requirements are met and followed by all those that are involved in developing contracts, reviewing invoices and processing payments for MTEC projects, contracts and expenses.