



AGENDA
Broward Metropolitan Planning Organization
Thursday, July 10, 2025 9:30 a.m.
100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181

While Members should physically attend this meeting to satisfy quorum, to participate virtually, please click here to register and join the meeting:

https://us02web.zoom.us/webinar/register/WN_Jpc3KUw9SvuTCNsssXwPHg

REGULAR ITEMS
(All Items Open for Public Comment)

1. Call to Order and Pledge
2. Electronic Roll Call
3. **Approval of Minutes - June 12, 2025**
4. Approval of Excused Absences
5. Approval of Agenda
6. Public Comments
Please submit to info@browardmpo.org at least 24 hours prior to the start of the meeting.

CONSENT ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE Agreement No. 26-01 Between Broward Metropolitan Planning Organization and Replica, Inc. for Cellphone/Location-based Data Services in an Amount Not to Exceed \$331,000**
2. **MOTION TO APPROVE the 2026 Broward MPO Federal and State Legislative Priorities**
3. **MOTION TO ACCEPT the Executive Committee Recommendations Regarding General Counsel Performance Review**

4. **MOTION TO ACCEPT the Executive Committee Recommendation Regarding Executive Director's Performance Review**

ACTION ITEMS
(All Items Open for Public Comment)

1. **PUBLIC MEETING AND MOTION TO APPROVE the Draft Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)**
2. **MOTION TO APPROVE an Hourly Rate Increase for the MPO's Legal Firm of Weiss Serota**
3. **MOTION TO APPROVE a Retention Bonus to the MPO Executive Director in the Amount of \$47,000**

REGULAR ITEMS (continued)
(All Items Open for Public Comment)

7. Comments from the Chair
8. Member Comments
[Click here](#) to submit a comment to go before the Board.
9. Executive Director's Report
10. Monthly Legislative Reports
11. **General Counsel's Report**

NON-ACTION ITEMS
(All Items Open for Public Comment)

1. **Report From Partner Agency - Broward County Transit - Transit Development Plan**

FINANCIAL REPORTS - for information purposes

1. **Consulting Contracts Summary Report**
2. **Local Contribution Collection and Expense Report**
3. **Notification of Broward MPO Fiscal Year (FY) 2024/25 and 2025/26 Unified Planning Work Program (UPWP) Revision**
4. **Statements of Net Position & Statements of Revenues, Expenditures and Changes in Net Position**

CORRESPONDENCE - no discussion

1. **June 2025 Correspondence**

COMMITTEE REPORTS - no discussion

1. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the June 25, 2025 Meetings**
2. Broward MPO Executive Committee meeting minutes can be found at: <http://browardmpo.org/index.php/agendas-minutes>
1. **Notices of approved contracts from June 12, 2025 Executive Committee**

ADMINISTRATIVE ITEMS

1. The Broward MPO Annual Report will be available on our website at: <https://browardmpo.org/annual-reports>
2. **Roads for Economic Vitality (REV) Workshop #2 - August 27, 2025**
3. SAVE THE DATE - Safe Roads Summit - February 25-26, 2026

NEXT MEETING: SEPTEMBER 4, 2025

***MOTION TO ADJOURN**

* Motion Requested

Mission Statement

To collaboratively plan, prioritize and fund the delivery of diverse transportation options.

Vision Statement

Our work will have measurable positive impact by ensuring transportation projects are well selected, funded and delivered.

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.



Regular Item 3.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

Approval of Minutes - June 12, 2025

Attachments

DRAFT Minutes - June 12, 2025

DRAFT



MINUTES

Broward Metropolitan Planning Organization

Thursday, June 12, 2025 9:30 a.m.
**100 West Cypress Creek Road,
6th Floor, Suite 650
Fort Lauderdale, FL 33309-2181**

The video recording of this meeting and any reference documents can be found at:
<http://www.browardmpo.org/watch-archived-mpo-meetings>

- Chair:** Miramar Board Member Yvette Colbourne
Vice Chair: Hallandale Beach Board Member Joy Cooper
Deputy Vice Chair: Weston Board Member Byron Jaffe
District 1: North Lauderdale Board Member Samson Borgelin, Parkland Board Member Rich Walker
District 2: Pompano Beach Board Member Rex Hardin, Coconut Creek Board Member Sandra Welch, Lighthouse Point Board Member Kyle Van Buskirk, Lauderdale-By-The-Sea Board Member Richard DeNapoli, Hillsboro Beach Board Member Jane Reiser
District 3: Fort Lauderdale Board Member Dean Trantalis, Lauderhill Board Member Melissa Dunn, Plantation Board Member Tim Fadgen, Sunrise Board Member Joseph Scutto, Lauderdale Lakes Board Member Tycie Causwell
District 4: [Vice Chair Cooper], Hollywood Board Member Caryl Shuham, Dania Beach Board Member Lori Lewellen
District 5: [Chair Colbourne], [Deputy Vice Chair Jaffe], Davie Board Member Michelle Whitman, Pembroke Pines Board Member Thomas Good Jr., Pembroke Park Board Member Bill Hodgkins, West Park Board Member Felicia Brunson

South Florida Regional Transportation Authority (SFRTA) - Board Member Lamar Fisher

Broward County Board of County Commissioners - Board Member Alexandra Davis

Broward County Board of County Commissioners - Board Member Beam Furr

Broward County Board of County Commissioners - Board Member Hazelle Rogers

Broward County Board of County Commissioners - Board Member Michael Udine

MPO Staff Present

Gregory Stuart, Broward MPO Executive Director

Bryan Caletka, Broward MPO Director of Transportation

Alan L. Gabriel, Broward MPO General Counsel

Christopher Bross, Derek Brown, Paul Calvaresi, Juan Canez, Jihong Chen, James

Cromar, William Cross, Renee Cross, Amanda Christon, Carl Ema, Peter Gies, Vilma Hurtado, Adrian Liburd, Oscar Nelson, Miguel Perez, Christopher Restrepo, Rebecca Schultz, Jennipher Tucy, Jose Vera

A copy of the sign-in sheet identifying members of the public who were present is filed with the supplemental papers to the minutes of this meeting.

REGULAR ITEMS
(All Items Open for Public Comment)

1. Call to Order and Pledge

The meeting was called to order at 9:45 a.m.

2. Electronic Roll Call

3. **Approval of Minutes - May 8, 2025**

Motion made by Samson Borgelin, seconded by Sandra Welch to Approve

Electronic Vote: AYE: Hazelle Rogers, Rex Hardin, Todd Drosky, Caryl Shuham, Dean Trantalis, Felicia Brunson, Samson Borgelin, Tim Fadgen, Bill Hodgkins, Tycie Causwell, Beam Furr, Kyle VanBuskirk, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Lamar Fisher, Rich Walker, Thomas Good, Richard DeNapoli

24 - 0 Passed

4. Approval of Excused Absences

Motion made by Samson Borgelin, seconded by Thomas Good

Electronic Vote: AYE: Rex Hardin, Hazelle Rogers, Todd Drosky, Caryl Shuham, Felicia Brunson, Dean Trantalis, Tim Fadgen, Samson Borgelin, Bill Hodgkins, Tycie Causwell, Kyle VanBuskirk, Beam Furr, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Lamar Fisher, Rich Walker, Thomas Good, Richard DeNapoli

24 - 0 Passed

Board Members Tim Lonergan, Lisa Mallozzi, Joseph McHugh, Ben Sorensen, and Rebecca Thompson were marked as Excused.

5. **MOTION TO APPROVE a Waiver of Virtual Attendance Restrictions for Board Member Jane Reiser of Hillsboro Beach**

This item was pulled by General Counsel.

6. Approval of Agenda

Motion made by Tim Fadgen, seconded by Kyle VanBuskirk

Electronic Vote: AYE: Rex Hardin, Hazelle Rogers, Todd Drosky, Caryl Shuham, Felicia Brunson, Dean Trantalis, Tim Fadgen, Samson Borgelin, Bill Hodgkins, Tycie Causwell, Kyle VanBuskirk, Michelle Whitman, Beam Furr, Joy Cooper, Alexandra Davis, Michael Udine, Melissa Dunn, Yvette Colbourne, Byron Jaffe, Sandra Welch, Lamar Fisher, Rich Walker, Thomas Good, Richard DeNapoli

24 - 0 Passed

7. Public Comments
None.

8. **MOTION TO ELECT OFFICERS to Serve for the Next Year, July 2025 Through June 2026:**

A. Chair

B. Vice Chair

C. Deputy Vice Chair

D. Executive Committee - Broward County Representative

E. Executive Committee - Small Municipalities Representative

F. Executive Committee - At-Large Representative

G. Executive Committee - At-Large Representative (if no Chair Emeritus)

A list of nominees was read by the Chair and the Chair opened the floor for nominations. No additional nominees were recognized.

Motion made by Michael Udine, seconded by Sandra Welch to Approve

Electronic Vote: AYE: Rex Hardin, Hazelle Rogers, Todd Drosky, Caryl Shuham, Felicia Brunson, Dean Trantalis, Tim Fadgen, Samson Borgelin, Bill Hodgkins, Tycie Causwell, Kyle VanBuskirk, Michelle Whitman, Beam Furr, Joy Cooper, Alexandra Davis, Michael Udine, Melissa Dunn, Yvette Colbourne, Byron Jaffe, Sandra Welch, Lamar Fisher, Rich Walker, Thomas Good, Richard DeNapoli

24 - 0 Passed

The following were re-elected for the July 2025 to June 2026 term:

Chair: Miramar Board Member Yvette Colbourne

Vice Chair: Hallandale Beach Board Member Joy Cooper

Deputy Vice Chair: Weston Board Member Byron Jaffe

Executive Committee - Broward County Representative: Board Member Beam Furr

Executive Committee - Small Municipalities Representative: Parkland Board Member Rich Walker

Executive Committee - At-Large Representative: Pembroke Pines Board Member Thomas Good

Executive Committee - At-Large Representative: Plantation Board Member Tim Fadgen

Consent Items 2, 3, & 4 were pulled for discussion.

MOTION TO APPROVE Consent Items 1, 5, 6, & 7

Motion made by Lamar Fisher, seconded by Rex Hardin

Electronic Vote: AYE: Hazelle Rogers, Rex Hardin, Todd Drosky, Caryl Shuham, Dean Trantalis, Felicia Brunson, Samson Borgelin, Tim Fadgen, Bill Hodgkins, Tycie Causwell, Beam Furr, Kyle VanBuskirk, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Lamar Fisher, Rich Walker, Thomas Good, Richard DeNapoli

24 - 0 Passed

CONSENT ITEMS
(All Items Open for Public Comment)

1. **MOTION TO APPROVE Amendment No. 1 to GPC Task Work Order No. 21 Between Broward Metropolitan Planning Organization and Kimley-Horn and Associates, Inc. for Infrastructure Hardening: SR-A1A From County Line Road to South of Arizona Street in a Total Amount Not to Exceed \$299,963.50**

2. **MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 18 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Organizational Restructuring in an Amount Not to Exceed \$198,378.40**

MPO Board Members discussed the item. No members of the public spoke.

Motion made by Rex Hardin, seconded by Samson Borgelin to Approve

Electronic Vote: AYE: Hazelle Rogers, Rex Hardin, Todd Drosky, Caryl Shuham, Dean Trantalis, Felicia Brunson, Samson Borgelin, Tim Fadgen, Bill Hodgkins, Tycie Causwell, Beam Furr, Kyle VanBuskirk, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Lamar Fisher, Rich Walker, Thomas Good

NAY: Richard DeNapoli

23 - 1 Passed

3. **MOTION TO APPROVE Advancing Strategic Initiatives Task Work Order No. 19 Between the Broward Metropolitan Planning Organization and Whitehouse Group, Inc. for Organizational Programs in an Amount Not to Exceed \$344,522**

MPO Board Members discussed the item. No members of the public spoke.

Motion made by Samson Borgelin, seconded by Sandra Welch to Approve

Electronic Vote: AYE: Rex Hardin, Hazelle Rogers, Todd Drosky, Caryl Shuham, Felicia Brunson, Dean Trantalis, Tim Fadgen, Samson Borgelin, Bill Hodgkins, Tycie Causwell, Beam Furr, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Lamar Fisher, Rich Walker, Thomas Good

NAY: Kyle VanBuskirk, Richard DeNapoli

22 - 2 Passed

4. **MOTION TO APPROVE Task Work Order No. 5 Between the Broward Metropolitan Planning Organization (BMPO) and Greater Fort Lauderdale Transportation Management Association (TMA) for Commute Broward Education and Advancement in an Amount Not to Exceed \$49,986.45**

MPO Board Members discussed the item. No members of the public spoke.

Motion made by Rex Hardin, seconded by Samson Borgelin to Approve

Electronic Vote: AYE: Hazelle Rogers, Rex Hardin, Todd Drosky, Caryl Shuham, Dean Trantalis, Felicia Brunson, Samson Borgelin, Tim Fadgen, Bill Hodgkins, Tycie Causwell, Beam Furr, Kyle VanBuskirk, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Rich Walker, Thomas Good, Richard DeNapoli

23 - 0 Passed

5. **MOTION TO APPROVE Amendment No. 1 to the Tri-party Agreement Among Broward Metropolitan Planning Organization and City of Pembroke Pines and Metro Transportation Engineering & Construction Cooperative for Pembroke Pines Mobility Hub Capital Project**
6. **MOTION TO APPROVE the Broward County Board of County Commissioners (through Broward County Transit [BCT]) to Continue in its Role as the Community Transportation Coordinator (CTC) for Broward County**
7. **MOTION TO APPROVE Membership Appointments to the Local Coordinating Board (LCB)**

ACTION ITEMS

(All Items Open for Public Comment)

1. **MOTION TO APPROVE the DRAFT FISCAL YEAR (FY) 2026 LIST OF PRIORITY PROJECTS (LOPP)**

MPO Board Members discussed the item. No members of the public spoke.

Motion made by Samson Borgelin, seconded by Rex Hardin to Approve

Electronic Vote: AYE: Hazelle Rogers, Rex Hardin, Todd Drosky, Caryl Shuham, Dean Trantalis, Felicia Brunson, Samson Borgelin, Tim Fadgen, Bill Hodgkins, Tycie Causwell, Beam Furr, Kyle VanBuskirk, Michelle Whitman, Alexandra Davis, Joy Cooper, Michael Udine, Yvette Colbourne, Melissa Dunn, Sandra Welch, Byron Jaffe, Lamar Fisher, Rich Walker, Thomas Good, Richard DeNapoli

24 - 0 Passed

REGULAR ITEMS (continued)
(All Items Open for Public Comment)

8. Comments from the Chair
Chair Colbourne provided comments.
9. Member Comments
MPO Board Members provided comment.
10. Executive Director's Report
Gregory Stuart, MPO Executive Director, provided reports.
11. Monthly Legislative Reports
Paul Calvaresi of MPO staff spoke on this item. MPO Board Members discussed the item. No members of the public spoke.
12. **General Counsel's Report**

NON-ACTION ITEMS
(All Items Open for Public Comment)

1. **Draft 2026 Broward MPO Federal and State Legislative Priorities**

Due to timing, this item was not heard.
2. **Report From Partner Agency - Greater Fort Lauderdale Transportation Management Association - Commute Broward**

Due to timing, this item was not heard.

3. **Report From Partner Agency - Broward County Transit - Transit Development Plan**

Due to timing, this item was not heard.

FINANCIAL REPORTS - for information purposes

1. **Consulting Contracts Summary Report**

2. **Local Contribution Collection and Expense Report**

3. **Notification of Broward MPO Fiscal Year (FY) 2024/25 and 2025/26 Unified Planning Work Program (UPWP) Revision**

CORRESPONDENCE - no discussion

There was no correspondence for the month of May.

COMMITTEE REPORTS - no discussion

1. **Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the May 28, 2025 Meetings**

2. Broward MPO Executive Committee meeting minutes can be found at: <http://browardmpo.org/index.php/agendas-minutes>

ADMINISTRATIVE ITEMS

1. **Notice of Public Meetings for the DRAFT Transportation Improvement Program (TIP) Fiscal Year (FY) 2026 - FY 2030**

2. [**Save the Date - REV Workshop - immediately following the June 25, 2025, Technical Advisory Committee meeting**](#)

3. Florida's Turnpike Enterprise (FTE) - Proposed Interchange at Stirling Road (SR 848) and Florida's Turnpike (SR 91) - Alternatives Public Information Meeting Virtually on June 10, 2025 at 6:00 p.m. and in Person on June 12, 2025 at 5:30 p.m.

The meeting was adjourned at 11:05 a.m.

NEXT MEETING: JULY 10, 2025

For complaints, questions, concerns or for special requests under the Americans with Disabilities Act, please contact: Carl Ema Title VI Coordinator at (954) 876-0052 or emac@browardmpo.org.



Consent Item 1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO APPROVE Agreement No. 26-01 Between Broward Metropolitan Planning Organization and Replica, Inc. for Cellphone/Location-based Data Services in an Amount Not to Exceed \$331,000

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will allow the MPO to enter into an Agreement with Replica, Inc. to purchase an annual subscription to Cellphone/Location-Based Data Services for one year with the option for two one-year extensions.

SUMMARY EXPLANATION/BACKGROUND:

The MPO's current Unified Planning Work Program identified the following consultant services under [Task 2 - Data Collection and Analysis](#): "Annual subscription for cellphone data that geolocates travel patterns and conducts origin/destination analysis. The data will increase the accuracy of validation for the traffic model and provide a greater level of detail than current data sources for long-range planning and short-term project selection and concept development."

On May 8, 2025, the Broward MPO issued the request for proposals (RFP) for consultant services for Cellphone/Location-Based Data Services (RFP No. 26-01). The MPO received two responses to the RFP. On June 23, 2025, the Evaluation and Selection Committee (ESC), comprised of five MPO staff members, met to review, evaluate and rank the proposals. The ESC determined that one proposal was non-responsive based on the proposer conditioning its proposal and not accepting the terms and conditions of the RFP. The ESC reviewed, evaluated and ranked the second proposal from Replica, Inc. Based on the results of the evaluation of the Replica, Inc. proposal, the ESC recommended to the Executive Director the intent to award the contract to Replica, Inc.

The proposed Agreement with Replica, Inc. provides for the services mentioned above at a cost not to exceed \$331,000 for a one-year term with options for two one-year extensions. For the Agreement, please see the Attachment. At the upcoming meeting, MPO and consultant staff will be available to address any questions or comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends ***approval*** of the proposed Agreement with Replica, Inc. for Cellphone/Location-Based Data Services in an amount not to exceed \$331,000.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact James Cromar at (954) 876-0038 or cromarj@browardmpo.org.

Attachments

Agreement No. 26-01 Between Broward Metropolitan Planning Organization and Replica, Inc. for Cellphone/Location-based Data Services

AGREEMENT NO. 26-01
BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
REPLICA, INC.
FOR
CELLPHONE/LOCATION-BASED DATA SERVICES

This Agreement (“Agreement”) is made and entered into the _____ day of July, 2025, by and between the **Broward Metropolitan Planning Organization**, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

Replica, Inc., with its principal business address located at 3610 W. 95th Street, Leawood, KS 66206, (hereinafter referred to as (“CONTRACTOR”) for Cellphone/Location-Based Data Services_(the “Project”).

WITNESSETH:

WHEREAS, the BMPO solicited Proposals from Contractors to provide the required expertise in connection with the Project; and

WHEREAS, Proposals were evaluated by an Evaluation and Selection Committee; and

WHEREAS, the Board of the BMPO has selected the CONTRACTOR, upon the recommendation of the Evaluation and Selection Committee to perform Services in connection with the Project; and

WHEREAS, on _____, the Board of the BMPO ratified the evaluation and recommendation of Proposals received in response to RFP No. 26-01 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

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

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

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the Scope of Services identified in the Request for Proposals for the Cellphone/Location-based Data Services, RFP No. 26-01, dated May 8, 2025, (“RFP”), referenced hereto and made a part hereof, as Exhibit “A”, and the CONTRACTOR’S Proposal, attached hereto and made a part hereof, as Exhibit “B” to this Agreement.
- 1.2** The parties agree that the Scope of Services, as specified in Exhibits “A”, and “B” (hereinafter collectively referred to as the “Services”) contain the description of CONTRACTOR’s obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR’s Services pursuant to this Agreement.

SECTION 2. TERM

- 2.1** The term of this Agreement will be for a period of one (1) year (the “Term”), which shall begin on the date it is fully executed by both and shall remain in effect until such a time as the Services acquired in conjunction with the Contract Documents have been completed and accepted by the BMPO. After the initial Term, the BMPO shall have the sole option to extend the Term, at its discretion, for two (2) one year extensions. To exercise one or both annual extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR, in writing, at least 30 days, prior to the expiration of the then current term.
- 2.2** Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services described in the Scope of Services within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.
- 2.3** The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party’s right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

- 3.1** In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner

specified in the Scope of Services, the firm fixed price in the amount of **THREE HUNDRED THIRTY ONE THOUSAND AND NO/100 Dollars (\$331,000.00)**, contingent upon the appropriation of funds. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, where applicable.
- 3.3** **Invoices shall be submitted to the BMPO Project Manager and Accounts Payable (accountspayable@browardmpo.org) utilizing the BMPO Invoice Form** (attached hereto in Exhibit "C"). The BMPO will provide the BMPO Invoice Form in Excel format to the CONTRACTOR. The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.
- 3.4** BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.5** Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.
- 3.6** Payment shall be made to CONTRACTOR at:
- Replica, Inc.
3610 W. 95th Street
Leawood, KS 66206
- 3.7** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after

completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.

- 3.8** If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement.

SECTION 4. TERMINATION

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

for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. UNCONTROLLABLE FORCES

- 5.1** Neither BMPO nor the CONTRACTOR shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 5.2** Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract Documents.

SECTION 6: CLAIMS AND DISPUTES

- 6.1** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the BMPO and the CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 6.2** Initial notice of Claims by the CONTRACTOR shall be made in writing to the BMPO Project Manager within five (5) business days after the first day the CONTRACTOR is aware of the event giving rise to such Claim, or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the BMPO Project Manager within thirty (30) calendar days after the occurrence of the event unless the BMPO grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the CONTRACTOR for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

The BMPO Project Manager shall render a decision regarding any Claims within sixty (60) days of receipt of CONTRACTOR's initial notice of Claim.

- 6.3** The CONTRACTOR shall proceed diligently with its performance as directed by the BMPO, regardless of any pending Claim, unless otherwise agreed to by the BMPO in writing. The BMPO shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.
- 6.4** Prior to the initiation of any action or proceeding permitted by these Contract Documents to resolve Claims between the parties, the parties shall first make a good faith effort to resolve any such Claim through this section. If the CONTRACTOR fails to first submit its Claim to the Claim resolution process in this Section, the CONTRACTOR forever waives its right to bring any legal action against the BMPO for breach of contract arising from the Claim. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BMPO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

SECTION 7. INDEMNIFICATION

- 7.1** CONTRACTOR hereby agrees to indemnify and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the BMPO Executive Director and the BMPO Attorney, any sums due CONTRACTOR under this Agreement may be retained by BMPO until all of BMPO'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by BMPO.
- 7.2** Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

SECTION 8. INSURANCE

- 8.1** The CONTRACTOR shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to these coverages.
- 8.1.1** Commercial General Liability Insurance on a commercial basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.
- 8.1.2** Professional Liability Insurance (Errors and Omissions) with limits not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate.
- 8.1.3** Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the BMPO.
- 8.1.4** Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes Chapter 440.
- 8.2** The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- 8.3** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- 8.3.1** The company must be rated no less than "B" as a management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the BMPO; or
- 8.3.2** The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- 8.4** Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

- 8.5** Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- 8.6** Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within ten (10) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, CONTRACTOR shall be in default and the Contract documents may be rescinded. Under such circumstances, the CONTRACTOR may be prohibited from submitting future responses to BMPO procurements.
- 8.7** CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the BMPO shall suspend the Contract until such time as the new or renewed certificates are received by the BMPO in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the BMPO may at its sole discretion, terminate the Contract and seek re-procurement charges from the CONTRACTOR.
- 8.8** If, in the judgment of the BMPO, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO's written notice, the Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.
- 8.9** All Subcontractors retained or hired for the Work shall be required to maintain coverages, limits and term no less restrictive than those required of the CONTRACTOR. CONTRACTOR shall be responsible for monitoring insurance compliance of all its Subcontractors. Additionally, CONTRACTOR

shall make available to the BMPO proof of insurance of all Subcontractors upon request.

SECTION 9. MISCELLANEOUS

9.1 BMPO Project Manager. The BMPO Project Manager is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, James Cromar, is designated as the BMPO Project Manager.

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

9.3 Audit and Inspection Rights and Retention of Records; Public Records.

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

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

- 9.3.4 In addition, CONTRACTOR shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.
- 9.3.5 In addition, CONTRACTOR shall provide a complete copy of all working papers to the BMPO, prior to final payment by the BMPO, in accordance with the RFP for CONTRACTOR services.
- 9.3.6 CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR’S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Jacqueline Barszewski
Mailing address:	100 West Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309
Telephone number:	(954) 876-0053
Email:	barszewskij@browardmpo.org

- 9.4 **Policy of Non-Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply with the provisions set forth in attached Attachment “A”, including Contractor’s responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.
- 9.5 **Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list

following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

9.6 Scrutinized Companies. The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO's option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.

9.7 Independent Contractor. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Nor shall employees and contractors to the CONTRACTOR enjoy any privity of contract with the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

The CONTRACTOR shall supply competent and capable employees and contractors. The BMPO may require the CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the BMPO.

9.8 Third Party Beneficiaries. Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.9 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:

BMPO:

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

With a copy to:

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

CONTRACTOR:

Replica, Inc.
3610 W. 95th Street
Leawood, KS 66206

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

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the

duties, obligations, and services set forth in the RFP and to provide and perform such services to BMPO's satisfaction for the agreed compensation.

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

- 9.11 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

- 9.12 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 9.13 Materiality and Waiver of Breach.** BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 9.14 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.15 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 9.16 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.17 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.
- 9.18 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 9.19 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 9.20 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.19 above.

- 9.21 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 9.22 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 9.23 Multiple Originals.** This Agreement may be fully executed in TWO (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.24 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.25 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 9.26 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 9.27 Disadvantaged Business Enterprise (DBE) Program.**
- 9.27.1** CONTRACTOR, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 9.27.2** CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the BMPO. CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.

**AGREEMENT BETWEEN THE BMPO AND REPLICA, INC. FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

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

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Yvette Colbourne, Chair

This ____ day of _____, ____.

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

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

**AGREEMENT BETWEEN THE BMPO AND REPLIC, INC. FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

CONTRACTOR

WITNESSES:

REPLICA, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

This day __ of _____, _____.

Print Name: _____

**AGREEMENT BETWEEN THE BMPO AND REPLICA, INC. FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

EXHIBITS LIST

- 1) **Exhibit "A"** – RFP No. 26-01, Date Issued: May 8, 2025
- 2) **Exhibit "B"** – CONTRACTOR's Proposal
- 3) **Exhibit "C"** – BMPO Invoice Form
- 4) **Attachment "A"** – BMPO Non-Discrimination Requirements

EXHIBIT “A”

RFP NO. 26-01, DATE ISSUED: MAY 8, 2025

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REQUEST FOR PROPOSAL

FOR

CELLPHONE/LOCATION-BASED DATA SERVICES

RFP NO. 26-01

ADDRESS FOR SUBMITTAL:

**BROWARD METROPOLITAN PLANNING ORGANIZATION
TRADE CENTRE SOUTH
100 WEST CYPRESS CREEK ROAD, SUITE 650
FORT LAUDERDALE, FL 33309**

DATE ISSUED: May 8, 2025

CLOSING DATE and TIME June 5, 2025 @ 4:00 P.M. EST

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL FOR THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER.

REQUEST FOR PROPOSAL NO. 26-01
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Attachment “A” – BMPO Non-Discrimination Requirements

Attachment “B” – BMPO Agreement – To be executed by the Successful Proposer

RFP Required Documents

Attachment “C” – RFP Forms Required to be Completed and Included with Proposals:

- RFP Proposal Form
- RFP Price Proposal Form
- Contractor’s Qualification Certification
- Proposer’s Disclosure of Subcontractors, Subconsultants, and Suppliers Form
- Drug-Free Workplace Certificate
- Anti-Kickback Affidavit
- Non-Collusion Affidavit
- Non-Discrimination Affidavit
- Independence Affidavit
- Accuracy of Proposal Certification
- DBE Participation Statement and Bid Opportunity List

Attachment “D” – FDOT Forms Required to be Completed and Included with Proposals:

- FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists
- FDOT Form No. 375-030-30 Truth in Negotiation Certificate
- FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- FDOT Form No. 375-030-34 Disclosure of Lobbying Activities
- FDOT Form No. 375-031-06 E-Verify
- FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

Post Award Documents

Attachment “E” – BMPO Required Invoice Documentation

- Contractor Invoice Template
- Certificate of Disbursement of Previous Periodic Payment to Subcontractors
- Subcontractor’s Certificate of Previous Payment
- Final Release on Contract and Affidavit

Attachment “F” - Contractor Performance Evaluation Form

DEFINITION OF TERMS

Whenever in this **Request for Proposal (RFP)** the following terms (or pronouns which replace these terms) are used, their intent and meaning shall be interpreted as provided below. Failure to capitalize a defined term shall not change its meaning. Where a term is clearly used as a generic reference and not a defined term, its meaning shall not be changed by inserting the capitalized, defined term.

ADDENDA or ADDENDUM: Interpretations and supplemental instructions issued by the BMPO to document holders that clarify or modify the Contract Documents.

AGREEMENT: The document titled “Agreement” that when executed by the BMPO and the Successful Proposer establishes an enforceable commitment by the parties to comply with the terms of the Contract Documents.

AMENDMENT: A bilaterally executed written modification to the Contract Documents.

BROWARD METROPOLITAN PLANNING ORGANIZATION: (“BMPO” or “Agency”), will serve as the contracting agency.

BMPO BOARD: The Governing Board of the BMPO.

BMPO EXECUTIVE COMMITTEE: The BMPO’s Executive Committee

BMPO EXECUTIVE DIRECTOR or EXECUTIVE DIRECTOR: The BMPO Executive Director or designee who reviews the Evaluation/Selection Committee recommendation and makes final recommendation of the Successful Proposer to the BMPO Board or Executive Committee.

BMPO PROJECT MANAGER: The BMPO authorized representative having the responsibility to oversee and manage the Contract Documents and the day-to-day activities of the Contractor performing the Work.

CHANGE DIRECTIVE: A unilateral written order issued by the BMPO, whether contingent or not, directing the Consultant to perform additional work.

CONTRACT DOCUMENTS or CONTRACT: The Agreement, RFP, the Technical Specifications or Scope of Services, the General Terms and Conditions, the Special Terms and Conditions, the Contractor’s Proposal, and all other documents included as attachments to these documents or incorporated into them by reference.

CONTRACT AMOUNT: The total amount of the Agreement between the Successful Proposer and the BMPO for provision of goods or services.

CONTRACT AWARD: The approval granted by the BMPO Board or Executive Committee authorizing the BMPO to execute the Contract.

CONTRACT DOCUMENTS MODIFICATION: All Amendments and Change Directives associated with the Contract Documents.

CONSULTANT or CONTRACTOR: The Successful Proposer, as approved by the BMPO Board or Executive Committee, which has entered into a bilateral fully executed Agreement with the BMPO.

EVALUATION/SELECTION COMMITTEE or COMMITTEE or ESC: The committee appointed to review and evaluate the RFP Proposals, determine the final ranking and make a recommendation of award to the BMPO Executive Director.

GOODS: All materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Contract Documents.

PROJECT: The Scope of Services, Services or Work as defined and described in the Contract Documents.

PROPOSER: The business entity or entities that submits an RFP Proposal for this RFP.

RFP PROPOSAL or PROPOSAL: The written information that the Proposer submits in response to the RFP.

SOLICITATION DOCUMENTS: The documents used to solicit RFP Proposals, including all Addenda.

SUBCONSULTANT or SUBCONTRACTOR: An individual, consultant, or corporation having a direct contractual relationship with the Consultant or with any other Subconsultant for performance of a part of the Work for the Project. Subconsultants include any of the Consultant's affiliates.

SUCCESSFUL PROPOSER: The Proposer that has been ranked the highest responsive and responsible Proposer and recommended for award by the ESC to the BMPO Executive Director.

WORK or SCOPE OF SERVICES or SERVICES: The services to be performed for the Project, as described in the Contract Documents.

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1.0 – RFP REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1.1 CONTRACTING AGENCY

The Broward Metropolitan Planning Organization (“BMPO”) is a dynamic, federally mandated public agency that serves as a catalyst for change in transportation. With the coordination of 31 local governments and municipalities, more than 1.8 million residents, and over 13 million visitors each year, the Broward MPO enables seamless transportation and redevelopment in Broward County that provides an opportunity for people and communities to grow and thrive. More information regarding the BMPO can be obtained at: <https://www.browardmpo.org/>.

1.2 INTRODUCTION / INVITATION

The BMPO intends to enter into a Contract with a qualified Proposer to provide **Cellphone/Location-Based Data Services** to the BMPO as more fully described in the Scope of Services.

This Request for Proposal (“RFP”) solicits written responses from qualified Proposers interested in providing the Scope of Services needed for this Project. The contract period of performance shall be for an initial term of one (1) year, with the BMPO’s sole discretion to renew the agreement for two (2) additional one (1) year option periods for a total term of three (3) years.

1.3 PURPOSE

The purpose of the RFP is to assist the BMPO in the evaluation of each Proposer’s ability to provide the desired Scope of Services.

This document shall outline the elements of the Proposal, the RFP evaluation method, Contractor selection process, and Contract execution. The BMPO intends to execute a Contract with the responsive and responsible Contractor whose Proposal is determined to be the most advantageous to BMPO.

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1.4 SCHEDULE OF EVENTS

Key milestone dates associated with Solicitation shall be as follows, and may be altered at any time, as best meets the needs of the BMPO.

ACTION/ACTIVITY	DATE	LOCAL TIME	LOCATION
Advertisement Start (Date Issued)	5/8/2025	See BMPO Website	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
Deadline for Questions (Submit via email only)	5/15/2025	5:00 pm	Via Email to BMPO Procurement Manager: Nelsono@browardmpo.org
Deadline for Proposals Due Advertisement Closing Date	6/5/2025	4:00 pm	BMPO Procurement Office 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Public Announcement of Receipt of Sealed Proposals	6/5/2025	On or about 4:15 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Evaluation/Selection Committee Discussion, Evaluation and Recommendation	6/23/2025	On or about 2:00 pm	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309
Posting – Intended Award	6/24/2025	On or about 3:00 pm	BMPO Website: http://www.browardmpo.org/index.php/solicitations/current-solicitations
BMPO Board Approval of Intended Award	7/10/2025	On or about 11:00 am	BMPO Board Room 100 W. Cypress Creek Road Suite 650 Fort Lauderdale, FL 33309

1.5 ORAL INSTRUCTIONS AND COMMUNICATIONS

1.5.1 Oral Instructions. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any BMPO Board member, employee, or consultant. No interpretation of the meaning of the Contract Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally to any Proposer. All such interpretations and supplemental instructions will be issued to all Proposers in receipt of this RFP, in the form of written Addenda/Addendum, as indicated in Section 1.6. Only those communications that are in writing from the BMPO shall be considered as a duly authorized expression on behalf of the BMPO.

Also, only written communications from Proposers will be recognized by the BMPO as duly authorized expressions on behalf of the Proposers.

Any questions, requests for interpretations or supplemental instructions arising from this RFP must be submitted in writing to the BMPO's Procurement Manager, Mr. Oscar Nelson, by e-mail at nelsono@browardmpo.org. Mr. Nelson shall be the sole point of contact for this procurement and can be reached at (954) 876-0041. In order for questions to be answered in a timely

manner, they must be received no later than the date and time specified in Section 1.4 above. Written questions received after the date specified in Section 1.4 may not be answered. Proposers are responsible for ensuring that their questions have been received by the BMPO.

1.5.2 CONE OF SILENCE PROHIBITION ON COMMUNICATIONS.

EXCEPT AS PROVIDED FOR BELOW, ANY COMMUNICATIONS BETWEEN ANY POTENTIAL VENDOR, SERVICE PROVIDER, PROPOSER, LOBBYIST OR CONSULTANT AND ANY BOARD MEMBER, EMPLOYEE, COMMITTEE MEMBER, OR CONSULTANT/CONTRACTOR OF THE BMPO REGARDING THIS PROCUREMENT ARE STRICTLY PROHIBITED FROM THE DATE ON WHICH THE SOLICITATION ADVERTISEMENT APPEARS THE BMPO'S WEBSITE THROUGH THE DATE OF CONTRACT AWARD OR FROM THE DATE OF THE FILING OF ANY NOTICE OF PROTEST OF AWARD THROUGH RESOLUTION FOR THE PARTIES INVOLVED IN THE PROTEST OR CONTRACT AWARD, WHICHEVER IS LONGER.

The only exceptions to the Cone of Silence are: (i) any communications with the BMPO Procurement Officer or the BMPO's designated point of contact; (ii) site visits to the apparent successful proposer's facilities (iii) any communications made on the record at a publicly noticed meeting of the BMPO, or (iv) negotiation meetings held by the Procurement Officer.

1.6 ADDENDA AND CLARIFICATION

Addenda. In the event that the BMPO finds it necessary to supplement or modify any portion of the RFP during the Proposal preparation period, such procedure(s) shall be accomplished by issuance of written Addenda.

All Addenda will be in writing from the BMPO with content and number of pages described to all Proposers. Each Proposer must acknowledge receipt of all Addenda by signing the acknowledgment in the Addendum Acknowledgment on the Proposal Form.

Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. In the event of conflicts in the addenda, the most recent addendum will govern. Reference herein to the RFP shall include all addenda, unless specifically noted.

1.7 ADDRESS FOR THIS RFP

Mail or deliver all RFP Submittals to:

Mr. Oscar Nelson
Procurement Manager
Broward Metropolitan Planning Organization
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Phone: 954-876-0064
Email: nelsono@browardmpo.org

The complete solicitation package may be obtained from the BMPO's website: <https://www.browardmpo.org/procurement/current-solicitations> or from the DemandStar website: <https://www.demandstar.com/app/agencies/florida/broward-metropolitan-planning-organization/procurement-opportunities/d78b6ad4-65e9-4acf-9b63-a3fd0fd6dbb5/>

1.8 SUBCONSULTANTS AND SUBCONTRACTORS

All Subconsultants or Subcontractors are subject to BMPO approval. The BMPO reserves the right to reject any and all Subconsultants or Subcontractors listed by the Proposer and bears no responsibility or liability to the Proposer or Subconsultants or Subcontractors for any commitments made regarding the use of particular Subconsultants or Subcontractors for the Project.

The Proposer shall provide a list with its Proposal of all Subconsultants and Subcontractors that may perform Services on the Project. No changes to the list of Subconsultants and Subcontractors can be made after the deadline for submitting of Proposals without prior, written approval by the BMPO.

Subconsultants and Subcontractors shall have been successfully engaged in the particular type of business for a reasonable period of time and be qualified both technically and financially to perform the Work for which they are listed.

Subconsultants or Subcontractors failing to meet the above requirements shall be replaced by the Proposer at no additional cost to the BMPO, and substitutes are subject to the BMPO's approval.

1.8.1 Teaming. Proposers must select between submitting as a Prime Contractor (the "Proposer") or a Subcontractor when responding to this solicitation. Firms electing to submit as Prime Contractor may only respond once to this solicitation. In other words, Prime Contractors are limited to participation on a single team. If submitting as a Prime Contractor, a Proposer may not participate as a Subcontractor on another proposal for the same solicitation. If a Proposer fails to adhere to these restrictions and participates in more than one proposal, then the proposal which includes the Proposer as a Prime Contractor shall be found non-responsive.

1.9 RIGHT TO REJECT

1.9.1 General. The BMPO, at its sole and absolute discretion, reserves the right to cancel and withdraw this RFP at any time, to reject any or all Proposals and reserves the right to make an award based solely on the written Proposals as submitted.

1.9.2 Responsiveness of Proposals and Disqualification. All Proposals must be in writing. A responsive Proposal is an offer which complies with and conforms to the requirements of the RFP. Proposals which, in the opinion of the BMPO, are non-responsive will be rejected. Proposals may be rejected if found to be conditional, irregular or not in conformance with the requirements and instructions contained herein. A Proposal may be found to be irregular or non-responsive for reasons including failure to utilize or complete forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals and improper and/or undated signatures. All Proposals must be typed.

1.9.3 BMPO Staff shall perform an initial responsiveness determination of Proposals received. Any Proposal containing conditions that may materially affect the price of the Proposals or change the terms and conditions of the Contract Documents will be rejected as nonresponsive. Conditions include assumptions, exceptions, qualifications, points of discussion, and all other terms submitted by Proposers that may materially affect price or the Work. Price Proposals shall contain only BMPO Price Proposal forms. All blanks are to be filled in with requested pricing information. No comments or other writing remarks shall be contained on the Price Proposal forms. No other sheets of paper are to be included in the sealed Price Proposal envelope other than the BMPO forms. Failure to follow these simple instructions will result in Proposals being found nonresponsive.

1.9.4 All questions or request for changes to the Solicitation Documents may only be submitted during the question-and-answer period, **including such requests for changes in Attachment “B” BMPO Agreement. The Successful Proposer shall execute the BMPO Agreement, same as attached Attachment “B” to the RFP.** Proposers are not to mark their Price Proposals with the words “confidential”, “proprietary” or “trade secret”. All Proposals, generally, are public records subject to the provisions of Chap. 119, Fla. Stat., unless there is a specific exemption that applies to some portion of the Technical Proposal. Only those pages to which a public records exemption applies shall be marked as “confidential”, “proprietary” or “trade secret” with the correct statutory citation for the exemption stated on each page containing information that the Proposer claims is exempt. For every page marked “confidential”, “proprietary” or “trade secret”, the Proposer shall provide, in compliance with Florida law, the same page with such information redacted.

1.9.5 If a Proposer desires to request a condition to be considered, the Proposer must submit their request to the BMPO in writing during the period of time the Proposer may ask questions as outlined in this RFP. When submitting a condition to be considered during the question period, the Proposer shall specifically reference the corresponding section, paragraph, and page number which the Proposer wishes to be considered changed. Failure to follow these instructions shall result in the BMPO not considering the Proposer’s request.

1.9.6 Where conditions are proposed during the solicitation question period, the BMPO, in its sole discretion, shall determine whether to consider the condition, and/or the acceptability of the proposed condition. The BMPO is under no obligation to accept or consider any conditions.

1.9.7 Other Conditions Causing Disqualification of Proposers. Other conditions, which may cause rejection of Proposals, include, but are not limited to, a Proposer submitting more than one Proposal, qualified or contingent proposals, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the Work, failure to perform or meet financial obligations for previous contracts, or evidence that a Proposer has a financial interest in another Contractor for the Work under this RFP.

1.9.8 Proposals may be rejected if more than one Proposal is received from an individual, Firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all Proposals in which such Proposer has participated.

1.9.9 Waivers. The BMPO, at its sole and absolute discretion, reserves the right to waive minor informalities or irregularities in this RFP or in the Proposals received as part of this RFP; where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an

adverse effect on the BMPO's interest and will not materially affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1.10 MODIFICATION, RE-SUBMITTAL AND WITHDRAWAL OF PROPOSALS

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the due date and time shown in Section 1.4; only the latest version of the Proposal will be considered and evaluated. Any such revisions must be clearly provided so that no determination by the BMPO is necessary as to the portion of the Proposal to be replaced or modified.

Proposals may be withdrawn prior to the due date and time shown in Section 1.4. Such requests for withdrawal must be made in writing and must include the following information:

RFP WITHDRAWAL
RFP NUMBER
TITLE OF RFP
DUE DATE

1.11 RFP PROPOSAL REQUIREMENTS

1.11.1 Proposals shall consist of two parts: (1) a Technical Proposal in a sealed envelope; and (2) a separate sealed envelope containing the completed Required Documents (listed below). Within the sealed envelope for the Technical Proposal, all Proposers must submit ONE (1) **unbound** original printed document and ONE (1) complete electronic version, in PDF format, of the Technical Proposal on FLASHDRIVE. Only ONE (1) original of each of the Required Documents is to be provided. In the event of a conflict, the original printed document Technical Proposal will take precedence.

The ONE (1) **unbound** printed original and ONE (1) complete electronic version, in PDF format on FLASHDRIVE, of the **Technical Proposal**, shall be placed in one (1) or more sealed envelopes that shall be clearly marked as follows:

Broward Metropolitan Planning Organization
RFP No. 26-01
Cellphone/Location-Based Data Services
Technical Proposal
RFP Due Date
Proposer's Name

The printed, original, and executed (as applicable) **Required Documents** shall be placed in a separate sealed envelope which shall be clearly marked as follows:

Broward Metropolitan Planning Organization
RFP No. 26-01
Cellphone/Location-Based Data Services
Required Documents
RFP Due Date
Proposer's Name

1.11.2 Required Documents

Attachment “C” RFP Forms Required to be Completed and Included with Proposals:

RFP Proposal Form
RFP Price Proposal Form
Contractor’s Qualification Certification
Proposer’s Disclosure of Subcontractors, Subconsultants, and Suppliers Form
Drug-Free Workplace Certificate
Anti-Kickback Affidavit
Non-Collusion Affidavit
Non-Discrimination Affidavit
Independence Affidavit
Accuracy of Proposal Certification
DBE Participation Statement and Bid Opportunity List

Attachment “D” – FDOT Forms Required to be Completed and Included with Proposals:

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists
FDOT Form No. 375-030-30 Truth in Negotiation Certificate
FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
FDOT Form No. 375-030-34 Disclosure of Lobbying Activities
FDOT Form No. 375-031-06 E-Verify Form
FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

The Proposer’s Financial Information is to be included in the Required Documents.

1.11.3 All Proposals must be received by the date and time shown in Section 1.4 of the RFP. Facsimile or e-mail Submittals are not permitted. Proposals received after that time and date will not be considered. Hand-carried Proposals may be delivered to the address in Section 1.7 between the hours of 9 a.m. and 5 p.m., only, Monday through Friday, excluding holidays observed by the BMPO.

1.11.4 Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service and that the envelopes containing the Proposals are clearly marked.

1.11.5 Failure to acknowledge all Addenda on the Proposal Form issued by the BMPO shall be cause for rejection.

1.11.6 Proposals MUST be structured in the format outlined by the BMPO in Section 1.12 of the RFP. Proposals that do not meet this requirement may be rejected.

1.11.7 All Proposals and associated forms shall be completed and notarized (if applicable), signed and dated in ink by a duly authorized representative of the Proposer.

1.11.8 Technical Proposals are not to exceed twenty (20) single-sided pages (exclusive of the cover letter, table of contents, section dividers, and Required Documents).

1.11.9 The **Technical Proposal must be unbound** on paper size 8 ½” x 11” with a minimum font size of 12 pt.

1.11.10 Technical Proposals that do not meet these requirements may not be accepted for review. The decision to deem a Proposal non-responsive for failing to comply with the 20-page limit shall be determined by the BMPO at its sole and absolute discretion and shall be made during the initial responsiveness determination.

1.12 RFP PROPOSAL CONTENT

1.12.1 TECHNICAL PROPOSAL

The Technical Proposal will be scored using the maximum point assignments shown on the RFP Evaluation Criteria provided in Section 1.12. Each criterion has an established point value.

Technical Proposals must be formatted as described below.

The Technical Proposal should be organized into the following major sections with all parts, pages, figures, and tables clearly numbered and labeled:

Section	Title
	Cover Letter
	Table of Contents
1.0	Awareness of Project Issues
2.0	Data
3.0	Relevant Experience and Innovation

The Technical Proposal should be organized as follows:

COVER LETTER:

Each Proposer shall submit a maximum two-page letter including the name and address of the organization submitting the Proposal; whether the organization is an individual, or corporation; and the name, address, telephone number, and e-mail address of the contact person who will be authorized to represent the Proposer. The cover letter does not count against the twenty (20) page limit.

The Cover Letter shall provide a complete and full, accurate description of the corporate or other structure of the proposing entity.

TABLE OF CONTENTS:

Each Proposer shall include an outline of the Proposal, identified by sequential page number and by section, reference number, and section title as described herein.

SECTIONS:

1.0 Awareness of Project Issues

Awareness of project needs and limitations as it pertains to travel demand modeling, performance and system management, and related planning analysis.

2.0 Data

Identification of minimum data requirements available within proposed data solution and supplemental/additional data considerations, describing suitability and value relating to the project needs and activities.

Data collection, cleaning, storage, and validation methodology and process breakdown explaining objectivity, limitations, appropriateness, and other considerations such as but not limited to privacy protection, availability, and accuracy.

3.0 Relevant Experience and Innovation

Review and comparison of examples of how other metropolitan areas or public organizations have utilized the proposed data set(s) for similar applications.

1.12.2 BMPO REQUIRED DOCUMENTS

TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE:

1. Proposer shall complete and notarize where applicable the Required Documents identified in Section 1.11 of the RFP and shall submit in a separate sealed envelope.

2. **FINANCIAL INFORMATION**

This section shall include relevant information regarding the financial stability and strength of the Proposer. Each Proposer shall provide a copy of the most recent Dun and Bradstreet or Creditsafe report. A parent company Dun and Bradstreet or Creditsafe report is acceptable. A copy of the most recent audited financial statements will be accepted if a Dun and Bradstreet or Creditsafe report is unavailable. In the event the above listed financial reports are not available, the BMPO may consider a combination of both an unaudited financial statement and a copy of the latest tax return for the Proposer. Financial Information will be reviewed by the BMPO prior to the evaluation process set forth in Section 1.13 below as a factor to determine responsibility of the Proposer.

1.13 EVALUATION PROCESS

The BMPO's Evaluation/Selection Committee (hereinafter referred to as "COMMITTEE" or "ESC"), shall evaluate the Technical Proposals provided to it using the RFP Evaluation Criteria in Section 1.13.1. The final selection of the Successful Proposer will be based upon the evaluation process as described herein (the "Evaluation Process").

1.13.1 EVALUATION CRITERIA RFP 26-01

The criteria below will be used to evaluate each RFP Proposal. There are four (4) criteria, with points assigned to each according to their relative importance to the overall evaluation process for this RFP.

The ESC will review each responsive Proposal and establish a Technical Score. The Technical Score and the Price Score will then be combined into the Total Score for each Proposal (as more particularly described below in Section 1.13.5).

1) AWARENESS OF PROJECT ISSUES (Maximum 35 Points)

The proposal shall include a brief discussion of how the vendor will support the purposes identified above. This also includes the use of Cellphone and Location-Based Data at a granular level to understand local traffic patterns and inform project selection and prioritizations. The proposal should address awareness of unique local and regional considerations.

- A. Explanation of data accessibility and format for ease of use and application.
 - Describe platform and/or software necessary for accessing, viewing, utilizing, and downloading data.
 - Detailed data formatting options and post-processing methodology, if any, that may be necessary prior to use.
- B. Discuss available technical support and guidance.
 - Elaborate on technical support availability and any technical training that may be provided.

2) DATA (Maximum 35 Points)

A. Minimum Data Requirements and Supplemental/Additional Considerations

Proposed data set(s) provides data for use in model calibration and validation within the required region at the Traffic Analysis Zone (TAZ) level of resolution, at a minimum. Explanation of additional proposed data availability and resolutions should also be included, if applicable.

The proposed data set(s) should be consistent, reliable and complete (countywide). The data sets should depict features such as people, vehicle movements, freight and goods, and trip origins and destinations in the Tri-County region at Traffic Analysis Zone (TAZ) as well as a granular level to provide insights and/or inferences to be utilized for travel demand modeling, system performance management, and other planning activities. The proposal should include which features are accessible within the data along with relevant

explanations on how to extract these features from the raw data. The following list outlines the minimum data requirements identified as necessary for use by the PARTNERS:

- Trip origin and destination by time of day and mode
- Mode choice data
- External-external (EE), External-Internal (EI), and Internal-External (IE) trips
- Freight and/or goods movement
- Travel time

The proposed solution may include supplementary and/or complementary data elements in addition to the required components described above. Additional features of interest may include, but are not limited to, the following:

- Transit route and operations
- Bike and pedestrian data
- Express/toll lanes data
- TNC usage data
- CAV usage data
- Data integration strategies
- Real-time traffic monitoring data
- Micro-mobility data
- Socio-economic data
- Historical and/or special incidents, events, and trends

B. Data Collection and Processing Methodology

The proposal shall include a detailed explanation of the employed data collection and processing methodologies. Explanation should be transparent and easily understood to inform the BMPO on the processes used and related issues for consideration prior to choosing a data services solution, including but not limited to source of the data, data processing, cleaning, and validation, limitations and accuracy, privacy concerns, and availability.

- Source of the Proposed Data Set(s):
 - Describe the source and/or technology used to collect and extract the raw data.
 - Elaborate on providers involvement in collecting/purchasing data from a third-party source, if applicable. For example, freight vehicles might rely on location-based systems that do not feed into cell data sources.
- Data processing, cleaning, and validation methodology:
 - Explanation of methodology employed for converting raw data to processed usable data and insights.
 - Report on procedures and methods employed to extract features from raw data and differentiate between various modes, trip purposes, as well as other relevant features.
 - List conditions that are intentionally applied to filter out data throughout the process.
 - Specify any potential limitations, accuracy considerations, and/or intrinsic assumptions that may exist keeping in mind the context of the scope activities including data usability and analysis.

- The proposal should address the timeliness of data and the update schedule (annual, quarterly or continual).
- Privacy concerns:
 - Describe how data set(s) account for potential public privacy concerns or other relevant discretionary considerations.
 - Be responsible to conduct data privacy impact analysis periodically for privacy protection and compliance.
- Availability:
 - Specify who, when, and how long the BMPO (and respective consultants) can have access to the data and/or platform(s) for accessing the data as well as any restrictions on this availability.
 - Explain access protocols for the data and/or platform(s) including availability for offline access.
 - Elaborate on any availability restrictions that may exist due to the funding limitations outlined in the scope.

3) RELEVANT EXPERIENCE AND INNOVATION (Maximum 10 Points)

The proposal should include examples of proposed Cellphone/Location-Based Data usage for analyzing travel behavior and mobility by other public agencies and metropolitan areas with similar characteristics (such as population, diversity, land mass, etc.). The examples should include how the data was utilized for various activities, whether it replaced and/or improved upon conventional methods, and any lessons learned for future applications. The BMPO is seeking relevant documented use cases and/or examples for the following applications of the proposed data solution:

1. Use Case Examples for Long-Range Transportation Planning
2. Use Case Examples for Concept Development
3. Use Case Examples for Performance Monitoring

4) COST (Maximum 20 points)

The Proposer offering the lowest total price proposal shall receive the maximum 20 points for this criterion. The remaining Proposers shall be rated on a sliding scale using the following formula:

$$S = \left(\frac{a}{b} \right) \times 20$$

where:

- a = dollar amount of the lowest price proposal
- b = dollar amount of price proposal to be rated
- S = Price Proposal Score

1.13.2 EVALUATION CRITERIA AND RELATIVE WIGHTS

Technical Proposal – Maximum 80%

- Awareness of Project Issues – Maximum 35%
- Data – Maximum 35%
- Relevant Experience and Innovation – Maximum 10%

Price Proposal – Maximum 20%

1.13.3 TECHNICAL EVALUATION CRITERIA SCORING

9 – 10 Outstanding – Proposer exemplifies superior and/or exceptional characteristics in the evaluation criteria categories.

7 – 8 Very Good – Proposer illustrates extremely strong, but not exceptional, characteristics in the evaluation criteria categories.

5 – 6 Satisfactory – Proposer demonstrates competitive average characteristics in most of the evaluation criteria categories. Proposer may be particularly strong in only one or more areas.

3 – 4 Poor – Proposer does not stand out. Evaluator has substantial concerns about the overall strength of the Proposer.

1 – 2 Unsatisfactory – Proposer has serious deficiencies when compared to most of the evaluation criteria categories. In addition, several items may not be addressed or may be missing.

1.13.4 EVALUATION SELECTION COMMITTEE SCORING OF TECHNICAL PROPOSALS

Proposals will be evaluated by an ESC appointed by the Executive Director or his/her designee. The BMPO Procurement Officer or his/her designee will perform an initial review of the Proposals, noting any deficiencies, informalities, or irregularities within the Proposal and will distribute this information with a copy of each Technical Proposal to each member of the ESC. The ESC members will independently evaluate the Technical Proposals for responsiveness and then score the Proposals using the RFP Evaluation Criteria set forth in Section 1.13.1 prior to the ESC meeting.

At the ESC meeting, the Committee will first review each Proposal for compliance with the minimum qualifications and mandatory requirements of the RFP and make a determination of responsiveness of the Proposals. Failure to comply with any mandatory requirements, as determined by the Committee, will disqualify a Proposal. The Committee will discuss their independent evaluations of the Proposals based on the evaluation criteria set forth in Section 1.13.1. Prior to announcing their scores, the ESC members may ask questions of each other, have discussion and make adjustments to any scoring. ESC members will then announce their scores per criterion. This process is conducted until all ESC members have announced their scores for all of the Technical Proposals evaluated. For every Technical Proposal evaluated, the scores shall be averaged for each criterion (“Average Criterion Scores”). The Average Criterion Scores shall be

weighted, if applicable, and totaled to determine each Technical Proposal's total Technical Proposal Score.

After the Technical Proposals are scored, the ESC will incorporate the Price Proposal Scores (using the scoring methodology provided below in Section 1.13.5) for those Price Proposals that have been deemed responsive.

In the event the final Committee scoring results in a tie for rankings of the most highly qualified Proposer(s), the Committee shall select the Proposer with the highest average ranking based on the individual Committee member rankings, with One (1) being the highest ranked, Two (2) being the second highest ranked, and so on. If there is still a tie, the Committee shall rank the Proposers that are tied based on the final scoring for the highest weighted Technical Proposal evaluation criterion. If still a tie, the last tie breaker will be determined by a coin toss.

The ESC also reserves the right to refrain from making a recommendation or recommend against award in the event that no Proposal is deemed advantageous to the BMPO.

1.13.5 FINAL SCORING, RANKING, AND SELECTION

Proposers shall be assigned a Final Score using the formula provided below:

Final Score = Technical Proposal Score + Price Proposal Score

The Price Proposal Score = $\frac{a}{b} \times 20 = S$

Where: a = dollar amount of lowest Price Proposal
 b = dollar amount of Price Proposal to be rated
 s = Price Proposal score

$\frac{\text{Price of Lowest Price Proposal}}{\text{Price of Proposal Being Rated}} \times \text{maximum points available} = \text{Awarded Price Points}$

Example: The total points available for price in this RFP is twenty (20) points. If the cost of the lowest accepted proposal is \$100,000, they would be awarded twenty (20) points. If the second lowest accepted proposal is \$125,000, they would be awarded sixteen (16) points.

$\frac{\$100,000}{\$125,000} \times 20 = 16$

The Price Proposal score will then be added to the Technical Proposal Score to obtain the Final Score for each Proposer.

The highest ranked Proposer will be the Proposer with the highest Final Score.

1.14 REVIEW OF FACILITIES AND QUALIFICATIONS

After the Proposal due date and prior to execution of the Contract, the BMPO reserves the right to perform or have performed an on-site review of any Proposer's facilities and qualifications, as well as provided documentation. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide facilities and perform the Work. The review may also serve to verify whether the Proposer has adequate financial capability to meet the Contract requirements. Should the BMPO determine that the Proposal, or subsequently submitted documentation, has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory Contract performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Work, the BMPO has the right to reject the Proposal.

1.15 PROTEST PROCEDURES

The following are the BMPO's procedures for protesting solicitations and Contract Award.

Definitions

Interested Party means any bidder or proposer with legal standing that is affected adversely by the BMPO's decision concerning a solicitation or Contract Award.

Protest means a written objection to the commercial terms or technical specifications in the solicitation or the Contract Award.

Protest Period means the 72 hours following the date of the posting of the Intent to Contract Award on the BMPO's website or the date of the issuance of an addendum as to the content of such addendum or the date of issuance of the Solicitation.

- (1) The BMPO provides Interested Parties with the opportunity for an administrative review of written Protests and strives to resolve any Protest expeditiously at the Procurement Officer's level to the maximum extent possible. Filing a Protest: Only an Interested Party may file a Protest regarding the Solicitation Documents issued by the BMPO by filing a written Notice of Protest with the BMPO within seventy-two (72) hours from the availability date of the Solicitation Documents set forth in the advertisement posted on the BMPO's website, excluding Saturdays, Sundays and legal holidays observed by the BMPO or from the date of the issuance of any addenda if specifically relating to the content of the addendum, excluding Saturdays, Sundays and legal holidays observed by the BMPO. Failure to file a Notice of Protest within the provided timeframes, for any reason whatsoever, shall constitute a complete and absolute waiver of Protest rights.

With respect to any Protest of Contract Award, the Notice of Protest shall be filed within the Protest Period. For Procurements not involving federal funds, the BMPO, at its sole discretion, may require in its Solicitation Documents that an Interested Party post with its formal Protest a Protest bond in the amount of 1% of the Contract amount or \$25,000, whichever is less. In the event the Interested Party receives an adverse determination on its Protest, the bond shall be forfeited to the BMPO.

An Interested Party shall file a formal written Protest within ten (10) business days of filing a Notice of Protest. In order to be considered, the Protest must contain: (i) the Interested Party's name, address, telephone number, email address, facsimile number, and taxpayer identification number; (ii) identification of the Procurement or Contract at issue; (iii) a complete and concise statement of the grounds for the Protest, supported by relevant documents; (iv) identification of all Persons with information germane to the Protest; (v) a chronology of efforts made to resolve the matter prior to filing the Protest; and (vi) a statement of the relief requested.

- (2) **Protest Decision:** The Procurement Officer shall reduce his or her decision to writing and shall transmit or otherwise furnish a copy of the decision to the Interested Party. The decision of the Procurement Officer shall be final and conclusive unless, within seven (7) business days from the date of such decision, the BMPO receives from the Interested Party a written request for review of the decision addressed to the Executive Director. The decision of the Executive Director shall be final and conclusive.
- (3) **Continuation of Performance:** The Procurement Officer shall determine whether the BMPO will proceed with Contract Award or, if the Contract has been awarded, whether to suspend performance of the Contract, pending a decision on the Protest. The BMPO has no obligation, however, to suspend award or performance of the Contract in the event of a Protest.
- (4) **Remedies:** If the BMPO determines that a Protest is valid, the Executive Director, at his or her sole discretion, may: (i) direct the Procurement Officer to issue a new or amended Solicitation; (ii) award the Contract or recommend that the Board award the Contract, if the Contract amount exceeds the Executive Director's approval authority; (iii) terminate or suspend performance of the Contract that is the subject of the Protest; or (iv) take any other action permitted by law to promote compliance with BMPO policies and applicable law.
- (5) **Filing of a Written Notice of Protest or Protest:** All Written Notices of Protests or Formal Protests must be filed with the Procurement Officer. All Protests must be received at the address shown on the Solicitation Documents during normal office hours of 9:00 am to 5:00 pm, local time. Failure to file a Notice of Protest or a Protest as discussed herein, shall constitute a complete and absolute waiver of any such rights.
- (6) **Informal Resolution:** The Procurement Officer may, at his or her sole discretion, agree to meet with the Interested Party within seven (7) calendar days, excluding Saturdays, Sundays and legal holidays observed by the BMPO, after the filing of a Protest to attempt to resolve the matter.

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SECTION 2.0
GENERAL TERMS AND CONDITIONS

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2.0 - GENERAL TERMS AND CONDITIONS

2.1 CONTENTS OF SOLICITATION

2.1.1 General Conditions. It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation Documents and all terms and conditions affecting the performance of this RFP. By the submission of a Proposal to do the Scope of Services, the Proposer certifies that a careful review of the Solicitation documents has taken place, and that the Proposer is fully informed and understands the requirements of the Solicitation Documents and the quality and quantity of service to be performed. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the BMPO or the compensation to be paid to the Successful Proposer.

The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State Statutes and Federal Rules, or Regulations.

2.1.2 Conflicts in this Solicitation. Where there appears to be a conflict between the General Terms and Conditions, the Special Terms and Conditions, the Specifications or Scope of Services, or any addenda issued, the order of precedence shall be: the last addenda issued, the Specifications or Scope of Services, the Special Terms and Conditions, and then the General Terms and Conditions.

2.2 CRIMINAL CONVICTION DISCLOSURE

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with and/or receiving funding from the BMPO.

2.3 CONFLICT OF INTEREST

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. On the Independence Affidavit Form, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the Proposer shall give the BMPO written notice of any other relationships – professional, financial or otherwise – that it enters into with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units during the solicitation period and during the term of the Agreement.

2.4 COST OF PROPOSALS

All expenses involved with the preparation and submission of a Proposal to the BMPO, and any work performed in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Proposer(s)

prior to commencement of Work as defined by a contract duly approved by the Executive Board of the BMPO.

2.5 DEMONSTRATION OF COMPETENCY

2.5.1 A Proposal will only be considered from a firm that is regularly engaged in the business of providing the Scope of Services required by this RFP. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, equipment, and organization to ensure that they can satisfactorily provide the Scope of Services if awarded the Contract as a result of this RFP.

2.5.2 The BMPO may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of the RFP. The BMPO may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the Proposer, including past performance (experience) with the BMPO or any other governmental entity in making the award of any Contract.

2.5.3 The BMPO may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this RFP.

2.5.4 The BMPO reserves the right to audit all records pertaining to and resulting from any award as a result of this RFP, financial or otherwise.

2.6 AWARD OF A CONTRACT

2.6.1 Contract. After award, the attached Contract, inclusive of all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. The BMPO may award independent contracts to multiple Proposers, in its sole discretion, to secure the Scope of Services required by this RFP. After award, the Contract, including all attachments and any modifications that the BMPO, in its sole discretion may make, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Proposer pursuant to this RFP until the Contract has been executed by both parties thereto.

2.6.2 Additional Information. The award of a Contract may be preconditioned on the subsequent submission of other documents, as specified in the Special Terms and Conditions. The Successful Proposer(s) shall be deemed nonresponsive if such documents are not submitted in a timely manner and in the form required by the BMPO. Where the Successful Proposer(s) is deemed nonresponsive as a result of such failure to provide the required documents, the BMPO, may award any Contract for a specific project to another of the qualified responsive, responsible Proposer(s).

2.6.3 Independent Contractor. The Successful Proposer shall be a contractor operating independently from the BMPO. All employees and contractors to the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer under its sole discretion and not an employee, Contractor, or agent of the BMPO. Nor shall employees and contractors to the Successful Proposer enjoy any privity of contract with the BMPO. Neither the Successful Proposer nor any of its employees shall receive BMPO benefits available to employees of the BMPO. The Successful Proposer shall supply competent and capable employees

and contractors. The BMPO may require the Successful Proposer to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the BMPO.

2.6.4 Warranty. Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

2.6.5 Estimated Quantities. Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The BMPO is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the BMPO's actual needs and/or usage during a previous contract period. Said estimates may be used by the BMPO for purposes of determining the qualified responsive, responsible Proposer meeting specifications.

2.6.6 Non-Exclusive Contract. Although the purpose of this RFP is to secure a Contract that can satisfy the total needs of the BMPO for the Project, it is hereby agreed and understood that any Contract does not constitute the exclusive rights of the Successful Proposer to receive all orders that may be generated by the BMPO in connection with the types of products and/or Services requested herein.

2.7 ASSIGNMENT: NON-TRANSFERABILITY OF PROPOSAL

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the RFP process, up to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The Executive Director shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the RFP process, filings, notices, or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the BMPO. Failure to do so may result in the Proposal being disqualified, at the BMPO's sole discretion.

2.8 LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, BMPO rules and regulations that are applicable to the Scope of Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

2.9 FAMILIARITY/COMPLIANCE WITH LAWS, RULES AND ORDINANCES

2.9.1 Familiarity. The submission of a response to the Request for Proposals on the Scope of Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, BMPO rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such

Scope of Services, or which in any way affects the conduct of the provision of such Scope of Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the Solicitation Documents that are contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall report it to the BMPO in writing without delay.

2.9.2 Compliance. The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The BMPO and Successful Proposer(s) agree to comply with and observe all applicable laws, codes, and ordinances as they may be amended from time to time.

2.10 ADVERTISING

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any advertising or Proposer sponsored publicity without the express written approval of the BMPO Executive Director or designee.

2.11 APPLICABLE LAW AND VENUE

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the BMPO and the successful Proposer(s). Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue for any litigation shall be Broward County, Florida.

2.12 EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM

As a sub-recipient of FHWA or FTA funding, BMPO is required to participate in the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) Program. Currently, the approved FDOT program is 100% race neutral. This means that BMPO can likely achieve the overall aspirational goal of 10.54% (6.6% for FTA) without the use of contract goals.

1. The BMPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.
2. The BMPO will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.
3. The BMPO will not employ local or regional preferences in the evaluation or award of the contract.
4. The BMPO is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women’s programs will not be used in award, evaluation, or delivery of the contract.

Nevertheless, BMPO is committed to providing contracting opportunities to DBEs and other small businesses. For assistance with identifying DBEs for work on this contract, contact the FDOT Equal Opportunity Office at 850-414-4750 or visit the DBE Supportive Service Providers page at <https://www.fdotdbesupportservices.com/>. This office also recommends the use of certified DBEs listed in the Florida Unified Certification Program (UCP) in identifying DBEs for work on this contract, visit: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

All Proposers must use the FDOT Equal Opportunity Compliance (EOC) system to enter required information, including a Bidders Opportunity List. The Successful Proposer must also immediately and regularly enter DBE commitments and payments into EOC. For information on accessing EOC, visit: <https://www.fdot.gov/equalopportunity/eoc.shtm> or contact the system administrator at eoohelp@dot.state.fl.us.

Proposers, contractors/consultants, sub-recipients, or subcontractor/consultants may not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder contractor/subcontract, sub-recipient, or subcontractor/consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of FHWA and/or FTA-assisted contracts. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deem appropriate.

2.13 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Section 287.05701, Florida Statutes, the BMPO will not give preference to a Proposer based on the Proposer's social, political, or ideological interests and will not request documentation of or consider such interests in the determination of a responsible Proposer.

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3.0 - SPECIAL TERMS AND CONDITIONS

3.1 FEDERAL HIGHWAY ADMINISTRATION FUNDED SOLICITATION

This Project is funded with assistance from the Federal Highway Administration (“FHWA”). The BMPO will follow and require the Successful Proposer(s) to comply with, all applicable 3rd party procurement policies in accordance with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time. Applicable FHWA provisions are located below (Section 3.2) and incorporated throughout the Contract Documents.

3.2 FHWA PROVISIONS

3.2.1 Clean Air Act (Contracts greater than \$150,000)

3.2.1.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q).

3.2.1.2 The Contractor agrees to report each violation to the BMPO and understands and agrees that the BMPO will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.2.1.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance from FHWA.

3.2.2 Federal Water Pollution Control Act (Contracts greater than \$150,000)

3.2.2.1 The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, (33 U.S.C. 1251-1387).

3.2.2.2 The Contractor agrees to report each violation to the BMPO and understands and agrees that the BMPO will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.2.2.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FHWA.

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4.0 - SCOPE OF SERVICES

I. Purpose

The Broward Metropolitan Planning Organization (BMPO) is seeking to procure an annual subscription for Cellphone/Location-Based Data Collection that geolocates travel patterns and conducts origin/destination studies. The data will increase the accuracy of validation for the traffic model and provide a greater level of detail than current data sources for long-range planning, project selection, and short-term project selection and concept development. The data set should also lend itself for uses related to federal performance management measures and transportation planning and prioritization activities.

Proposals should provide the BMPO with necessary detailed information and understanding of the strengths, limitations, applicability, and costs of the proposed data set(s) before committing to an investment in the data.

II. Background

The BMPO is a federally mandated public agency that is responsible for making policy on local transportation issues and deciding how to collaboratively spend federal money on important transportation projects that deliver solutions, help keep Broward County moving and improve quality of life for all. Among the Core Products of the BMPO is the Metropolitan Transportation Plan (MTP) that provides the planning framework for the identification and prioritization of transportation projects.

The BMPO is a partner with other local agencies that share the responsibility of developing, updating and maintaining the Southeast Florida Regional Planning Model (SERPM). The SERPM is used by the three MPOs in the development of their respective Metropolitan Transportation Plans and is also used by FDOT Districts Four and Six for multimodal projects.

One of the critical elements in the development and update of the SERPM model is current travel behavior data. As this is an ever-evolving field with technological advances in general and urban infill trends within the Tri-County Region (Broward, Miami Dade and Palm Beach Counties), the BMPO recognizes the need for a robust and multi-dimensional data collection effort to continue to enhance the SERPM model through better understanding the travel patterns and characteristics.

III. Scope of Services

The BMPO also acknowledges that Cellphone/Location-Based Data may be able to support activities beyond transportation-related functions. The BMPO seeks to determine the feasibility of using the Cellphone/Location-Based Data set(s) to accomplish at least the following:

- Increase the accuracy of validation for the traffic model
 - Analyze regional travel and mobility to help validate data the region collected through conventional surveys and existing traffic monitoring programs, and to provide additional information and understanding of aspects of mobility that are not easily captured through currently available data sources.
 - Travel data beyond the major roadways
 - Greater precision to identify internal trip capture and O/D pairs among the TAZs for SERPM model

- Provide a greater level of detail for long-range planning
 - Information about trip length – analysis of needs for short trips (1-3 miles)
 - Comparison of through trips vs. local trips
- Provide a greater level of detail for short-term project selection
 - Information about travel patterns and volumes to public and private activity centers
- Provide a greater level of detail for concept development
 - Information to understand trip lengths, O/D pairs and networks
- Provide a greater level of detail for project prioritization
 - Provide data that is currently unavailable to address prioritization criteria
- Monitor performance on congested corridors to fulfill federal mandates for a regional Congestion Management Process (CMP)
 - Provide data to supplement conventional traffic counts in a greater variety of locations

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ATTACHMENT “A”

BMPO NON-DISCRIMINATION REQUIREMENTS

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NON-DISCRIMINATION REQUIREMENTS

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the [FDOT Design Manual](#) or [Florida GreenBook](#), as applicable; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)”

(8) Non-Discrimination Language for the Public: The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact*

_____ at _____
or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least _____ days in advance.

(9) Cooperation with MPO Oversight: The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.

ATTACHMENT “B”

BMPO AGREEMENT

TO BE EXECUTED BY THE SUCCESSFUL PROPOSER

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AGREEMENT NO. 26-01
BETWEEN
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND

FOR
CELLPHONE/LOCATION-BASED DATA SERVICES

This Agreement (“Agreement”) is made and entered into the _____ day of _____, 2025, by and between the Broward Metropolitan Planning Organization, with its principal business address located at Trade Centre South, 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as (“BMPO”),

And

_____ with its principal business address located at _____ (hereinafter referred to as (“CONTRACTOR”) for _____ (the “Project”).

WITNESSETH:

WHEREAS, the BMPO solicited Proposals from Contractors to provide the required expertise in connection with the Project; and

WHEREAS, Proposals were evaluated by an Evaluation and Selection Committee; and

WHEREAS, the Board of the BMPO has selected the CONTRACTOR, upon the recommendation of the Evaluation and Selection Committee to perform Services in connection with the Project; and

WHEREAS, on _____, the Board of the BMPO ratified the evaluation and recommendation of Proposals received in response to RFP No. 26-01 and authorized the appropriate BMPO officials to execute an agreement with the CONTRACTOR; and

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

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

SECTION 1. SCOPE OF SERVICES

- 1.1** The CONTRACTOR must meet the requirements and perform the Scope of Services identified in the Request for Proposals for the Cellphone/Location-based Data Services, RFP No. 26-01, dated May 8, 2025, (“RFP”), referenced hereto and made a part hereof, as Exhibit “A”, and the CONTRACTOR’S Proposal, attached hereto and made a part hereof, as Exhibit “B” to this Agreement.
- 1.2** The parties agree that the Scope of Services, as specified in Exhibits “A”, and “B” (hereinafter collectively referred to as the “Services”) contain the description of Contractor’s obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.3** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the Scope of Services and this Agreement in any of CONTRACTOR’s Services pursuant to this Agreement.

SECTION 2. TERM

- 2.1** The term of this Agreement will be for a period of one (1) year (the “Term”), which shall begin on the date it is fully executed by both and shall remain in effect until such a time as the Services acquired in conjunction with the Contract Documents have been completed and accepted by the BMPO. After the initial Term, the BMPO shall have the sole option to extend the Term, at its discretion, for two (2) one year extensions. To exercise one or both annual extension(s), the BMPO, through its Executive Director, shall notify CONTRACTOR, in writing, at least 30 days, prior to the expiration of the then current term.
- 2.2** Prior to beginning the performance of any services under this Agreement, the CONTRACTOR must receive a Notice to Proceed. CONTRACTOR shall perform the services described in the Scope of Services within the time periods specified therein. Said time periods shall commence from the date of the Notice to Proceed for such Services.
- 2.3** The BMPO through its Executive Director and the CONTRACTOR may further extend this Agreement by mutual consent, in writing, for no more than six (6) months, prior to the expiration of the then current term. This provision in no way limits either party’s right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

- 3.1 In consideration for the Scope of Services to be performed by CONTRACTOR pursuant this Agreement, the BMPO agrees to pay CONTRACTOR, in the manner specified in the Scope of Services, the firm fixed price in the amount of _____ AND NO/100 Dollars (\$_____.00), contingent upon the appropriation of funds. The amount of compensation payable by the BMPO to CONTRACTOR shall be based upon the amounts as indicated on attached Exhibit "B", which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon BMPO'S obligation to compensate CONTRACTOR for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the BMPO Executive Director and Contractor, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, where applicable.
- 3.3 **Invoices shall be submitted to the BMPO Project Manager and Accounts Payable (accountspayable@browardmpo.org) utilizing the BMPO Invoice Form** (attached hereto in Exhibit "C"). The BMPO will provide the BMPO Invoice Form in Excel format to the CONTRACTOR. The submission of travel expenses is not authorized, and such expenses shall not be reimbursed by the BMPO.
- 3.4 BMPO shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the BMPO Executive Director for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.5 Notwithstanding any provision of this Agreement to the contrary, the BMPO Executive Director may withhold, in whole or in part, payment to the extent necessary to protect BMPO from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Executive Director. The amount withheld shall not be subject to payment of interest by BMPO.
- 3.6 Payment shall be made to CONTRACTOR at:

- 3.7** CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by BMPO.
- 3.8** If it should become necessary for BMPO to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement.

SECTION 4. TERMINATION

- 4.1** The Executive Director may terminate Contracts approved by the BMPO Executive Committee, the BMPO Board, or Executive Director after consultation with the BMPO's General Counsel.
- 4.2** This Agreement may be terminated for cause if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the BMPO identifying the breach, or for convenience by action of the BMPO Board upon not less than sixty (60) days' written notice by the BMPO Executive Director.
- 4.3** This Agreement may be terminated for cause by the CONTRACTOR if the BMPO is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.4** Termination of this Agreement by the BMPO for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of BMPO as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.5** Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 4.6** In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of BMPO's election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by BMPO, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for BMPO's right to terminate this Agreement for convenience.

- 4.7 In the event this Agreement is terminated, any compensation payable by BMPO shall be withheld until all documents are provided to BMPO pursuant to Section 7.1 of this Agreement. In no event shall the BMPO be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. UNCONTROLLABLE FORCES

- 5.1 Neither BMPO nor the CONTRACTOR shall be considered to be in default of the Contract Documents if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Contract Documents and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 5.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of the Contract Documents.

SECTION 6: CLAIMS AND DISPUTES

- 6.1 A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the BMPO and the CONTRACTOR arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 6.2 Initial notice of Claims by the CONTRACTOR shall be made in writing to the BMPO Project Manager within five (5) business days after the first day the Contractor is aware of the event giving rise to such Claim, or else the CONTRACTOR shall be deemed to have waived the Claim. Written supporting data shall be submitted to the BMPO Project Manager within thirty (30) calendar days after the occurrence of the event unless the BMPO grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the CONTRACTOR for its actual and

direct labor, material and equipment costs and extended general conditions expenses, together with markup, as set forth below.

The BMPO Project Manager shall render a decision regarding any Claims within sixty (60) days of receipt of CONTRACTOR's initial notice of Claim.

- 6.3** The CONTRACTOR shall proceed diligently with its performance as directed by the BMPO, regardless of any pending Claim, unless otherwise agreed to by the BMPO in writing. The BMPO shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.
- 6.4** Prior to the initiation of any action or proceeding permitted by these Contract Documents to resolve Claims between the parties, the parties shall first make a good faith effort to resolve any such Claim through this section. If the CONTRACTOR fails to first submit its Claim to the Claim resolution process in this Section, the CONTRACTOR forever waives its right to bring any legal action against the BMPO for breach of contract arising from the Claim. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, or the United States Federal District Court for the Southern District of Florida and venue for litigation arising out of this Contract shall be exclusively in such state or federal courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND BMPO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

SECTION 7. INDEMNIFICATION

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

- 7.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

SECTION 8. INSURANCE

- 8.1 The CONTRACTOR shall furnish to the BMPO ACORD certificates of insurance that indicate that insurance coverage has been obtained which meets the requirements below. For Commercial General Liability and Automobile Liability insurance, the Broward Metropolitan Planning Organization **must** be shown as an additional insured with respect to these coverages.
- 8.1.1 Commercial General Liability Insurance on a commercial basis in an amount not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The requested limits may be met through a combination of primary and umbrella coverages.
- 8.1.2 Professional Liability Insurance (Errors and Omissions) with limits not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate.
- 8.1.3 Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the BMPO.
- 8.1.4 Workers' Compensation Insurance for all employees of the CONTRACTOR as required by Florida Statutes Chapter 440.
- 8.2 The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the CONTRACTOR.
- 8.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- 8.3.1 The company must be rated no less than "B" as a management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the BMPO; or
- 8.3.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to

do Business in Florida”, issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

- 8.4** Certificates will indicate no cancellation, modification, or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- 8.5** Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- 8.6** Issuance of a purchase order, work authorization or notice to proceed is contingent upon receipt of the insurance documents within ten (10) business days after the execution of the Contract by the BMPO. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the BMPO. If the CONTRACTOR fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Contract by an authorized official of the BMPO, CONTRACTOR shall be in default and the Contract documents may be rescinded. Under such circumstances, the CONTRACTOR may be prohibited from submitting future responses to BMPO procurements.
- 8.7** CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the BMPO at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the BMPO shall suspend the Contract until such time as the new or renewed certificates are received by the BMPO in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the BMPO may at its sole discretion, terminate the Contract and seek re-procurement charges from the CONTRACTOR.
- 8.8** If, in the judgment of the BMPO, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the BMPO reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the BMPO’s written notice, the Contract shall be

considered terminated on the date that the required change in policy coverage would otherwise take effect.

- 8.9** All Subcontractors retained or hired for the Work shall be required to maintain coverages, limits and term no less restrictive than those required of the Contractor. The Contractor shall be responsible for monitoring insurance compliance of all its Subcontractors. Additionally, Contractor shall make available to the BMPO proof of insurance of all Subcontractors upon request.

SECTION 9. MISCELLANEOUS

- 9.1 BMPO Project Manager.** The BMPO Project Manager is responsible to coordinate and communicate with CONTRACTOR and to manage and supervise the execution and completion of the Services and the terms and conditions of this Agreement as set forth herein. For purposes of the Agreement, James Cromar, is designated as the BMPO Project Manager.

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

- 9.3 Audit and Inspection Rights and Retention of Records; Public Records.**

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

9.3.2 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BMPO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by BMPO of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BMPO to be applicable

to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for BMPO's disallowance and recovery of any payment upon such entry.

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

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

9.3.6 CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to BMPO contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the BMPO and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the BMPO.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Jacqueline Barszewski
Mailing address:	100 West Cypress Creek Road, Suite 650 Fort Lauderdale, FL 33309
Telephone number:	(954) 876-0053
Email:	barszewskij@browardmpo.org

9.4 Policy of Non-Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery. CONTRACTOR agrees to comply

with the provisions set forth in attached Attachment “A”, including Contractor’s responsibility to incorporate the provisions in subcontracts, throughout the term of this Agreement.

- 9.5 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to BMPO, may not submit a bid on a contract with BMPO for the construction or repair of a public building or public work, may not submit bids on leases of real property to BMPO, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with BMPO, and may not transact any business with BMPO in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from BMPO’S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- 9.6 Scrutinized Companies.** The CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that boycott Israel List, and that it does not have business operations in Cuba or Syria as provided in Fla. Stat. §287.135, as may be amended or revised. BMPO may terminate the Agreement at the BMPO’s option if the CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of Fla. Stat. §287.135, as may be amended or revised, or been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba, Syria, Sudan, or Scrutinized Companies that Boycott Israel List, as defined in Fla. Stat. § 287.135, as may be amended or revised.
- 9.7 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the BMPO. Nor shall employees and contractors to the CONTRACTOR enjoy any privity of contract with the BMPO. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this

Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

The CONTRACTOR shall supply competent and capable employees and contractors. The BMPO may require the CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the BMPO.

9.8 Third Party Beneficiaries. Neither CONTRACTOR nor BMPO intends to directly or substantially benefit a third party by entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

9.9 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:

BMPO:

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

With a copy to:

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

CONTRACTOR:

9.10 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the BMPO, which shall be in

BMPO's sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the BMPO, subject to BMPO's approval.

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

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

- 9.11 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

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

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

- 9.12 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, BMPO shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 9.13 Materiality and Waiver of Breach.** BMPO and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. BMPO's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.14 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.15 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless BMPO or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 9.16 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.17 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.
- 9.18 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 9.19 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 9.20 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and BMPO, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements,

and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.19 above.

- 9.21 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 9.22 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 9.23 Multiple Originals.** This Agreement may be fully executed in TWO (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.24 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.25 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 9.26 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 9.27 Disadvantaged Business Enterprise (DBE) Program.**
- 9.27.1** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 9.27.2** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the BMPO. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is

satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the BMPO. This clause applies to both DBE and non-DBE subcontracts.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN THE BMPO AND _____ FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

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

BMPO

BROWARD METROPOLITAN PLANNING ORGANIZATION

By: _____
Gregory Stuart, Executive Director

By: _____
Yvette Colbourne, Chair

This ____ day of _____, ____.

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

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

**AGREEMENT BETWEEN THE BMPO AND _____ FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

CONTRACTOR

WITNESSES:

[Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

By: _____

This day __ of _____, _____.

Print Name: _____

**AGREEMENT BETWEEN THE BMPO AND _____
FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

EXHIBITS LIST

- 1) **Exhibit “A”** – RFP No. 26-01, Date Issued: May 8, 2025
- 2) **Exhibit “B”** – CONTRACTOR’s Proposal, dated _____.
- 3) **Exhibit “C”** – BMPO Invoice Form
- 4) **Attachment “A”** – BMPO Policy of Non-Discrimination

**AGREEMENT BETWEEN THE BMPO AND _____ FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

EXHIBIT "A"

RFP No. 26-01

Date Issued: May 8, 2025

**AGREEMENT BETWEEN THE BMPO AND _____ FOR
CELLPHONE/LOCATION-BASED DATA SERVICES**

**EXHIBIT "B"
CONTRACTOR'S PROPOSAL**

ATTACHMENT “C”

**RFP FORMS REQUIRED TO BE COMPLETED
AND INCLUDED WITH PROPOSALS**

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PROPOSAL FORM

RFP No. 26-01

CELLPHONE/LOCATION-BASED DATA SERVICES

CONTRACTOR: _____

PROPOSALS WILL BE DUE PURSUANT TO SECTION 1.4 OF THE INSTRUCTIONS TO PROPOSERS AND MAY NOT BE WITHDRAWN WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER SUCH DATE.

THE PROPOSER CERTIFIES that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of the Contract Documents and certifies that it is authorized to submit this proposal and that the proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.

The Proposer further declares that it has examined the Contract Documents and addenda thereto and that it understands the requirements of the Work to be performed and all other requirements of the Request for Proposal.

The Proposer further certifies that neither the bidding firm nor any of its officers are listed on the United States comptroller General’s List of Ineligible Contractors for Federally Financed or Assisted Projects.

Authorized Signature

Printed Name

Addenda: **Provide signature and date for each Addenda received.**

1.	2.	3.
4.	5.	6.

PRICE PROPOSAL FORM

RFP No. 26-01

CELLPHONE/LOCATION-BASED DATA SERVICES

FIRM FIXED PRICE AMOUNT FOR YEAR 1 \$ _____

OPTION YEARS

FIRM FIXED PRICE AMOUNT FOR YEAR 2 \$ _____

FIRM FIXED PRICE AMOUNT FOR YEAR 3 \$ _____

TOTAL FIRM FIXED PRICE AMOUNT FOR YEARS 1-3 \$ _____

CONTRACTOR'S QUALIFICATION CERTIFICATION

Firm Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax: () _____

Contact Person: _____ Title: _____

E-Mail Address: _____

FEID # _____ DUNS # _____

1. DBE Certified No Yes Classification: _____

Certified By: _____

2. Specify the principal product or service offered by your firm:

3. Identify the area(s) which the business serves: Miami-Dade Broward
 Palm Beach Florida Other _____

4. Date business was established: _____ Occupational License: _____

5. Type of Business:

A. **Sole Proprietor**

Name _____

Home Address _____

Home Phone _____ Cell Phone _____

Professional license/Certificate of Competency# _____

B. **Partnership**

Are the owners of the business lawful, permanent residents of Florida? Yes No

Provide the name, residential address and telephone number of all owners of the business.

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #: _____

Name in which license/Certificate of Competency is issued: _____

C. _____ **Corporation** Incorporated in the state of _____ Date _____

Officer's Names	Title	Location

Professional license/Certificate of Competency #: _____

Name in which license/Certificate is Issued _____

6(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts completed **for which liquidated damages or other contractually stipulated sums or damages were assessed** against you for failure to complete the work on time or for any other breach of contract by you. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the name and telephone number of the owner's representative.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Completed

6(b). For the last five (5) years, list each contract under which the owner has **called upon your surety to complete the work, has terminated for default, or sued to complete performance or recover damages**. If fewer than five (5) contracts have been so affected during the last five (5) years, list the last five (5) contracts to be so affected. For each such contract, provide the same

information as required in (a) above, and in addition, provide the name and contract person with telephone number of your surety.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Comp	Surety POC & Phone No.

6(c). List the details of any litigation which your firm has been involved with for the past five (5) years (Attach pages if necessary).

7. References (Please list prior similar projects)

Year	Project Name	Company Name	Dollar Amount	Contact Person and E-mail

Estimated amount of current work under contract: \$ _____

8. List three (3) major contracts similar in scope currently underway or completed within the last five (5) years

Project No. and Title	Owner	Value	Percent Complete	Contact Person and E-mail

I, _____, _____, OF _____, CERTIFY THE INFORMATION PROVIDED ON THIS QUALIFICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature

Affix Corporate Seal

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, _____
By _____

____ An individual acting in their own right;

____ of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

____ Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced _____ as identification and who (did/did not) take an oath.

Place Notary Seal Here

Signature of Person Taking Acknowledgment

In lieu of Stamp: _____
Type or Print Name

Title

Expiration Date

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS**

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Bidder's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;
4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the BMPO in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: _____
(Please print or type)

By: _____
Authorized Signature

Name of Authorized Signature Date

**Affix Corporate Seal
(If Applicable)**

County Of

State Of

The foregoing instrument was acknowledged before me on this _____ day of _____, _____

By _____

___ An individual acting in their own right;

___ _____ of _____
Title Corporation/Company
a _____ Corporation, on behalf of the corporation.
State

___ Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced _____ as
identification and who (did/did not) take an oath.

Place Notary Seal Here

Signature of Person Taking Acknowledgment

In lieu of Stamp: _____
Type or Print Name

Title

Expiration Date

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum that my organization may receive as a result of this Solicitation will be paid to any employees of the BMPO, its elected officials, and/or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, _____.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-COLLUSION AFFIDAVIT

State of _____)
) SS:
County of _____)

being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:
- (3) Such Proposal is genuine and is not collusive or a sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) Any hourly rates quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____
Witness

By: _____
Printed Name: _____

Witness

Title: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
 _____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, _____.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the Broward Metropolitan Planning Organization. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

STATE OF FLORIDA)
)
_____ COUNTY)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, _____.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. a. Below is a list and description of any relationships, professional, financial or otherwise that PROPOSER may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years.

b. Additionally, the PROPOSER agrees and understands that PROPOSER shall give the BMPO written notice of any other relationships professional, financial or otherwise that PROPOSER enters into with the BMPO its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, “Not applicable” in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**INDEPENDENCE AFFIDAVIT
(CONTINUED)**

- 3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in the RFP.

Signature (ink only)

Print Name (CORPORATE SEAL)

Title

Date

STATE OF FLORIDA)
)
_____ **COUNTY**)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, _____.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

ACCURACY OF PROPOSAL CERTIFICATION

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in support of its Proposal are true and accurate. Failure by PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**ACCURACY OF PROPOSAL CERTIFICATION
(CONTINUED)**

- 5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature

_____ (CORPORATE SEAL)
Print Name

Title

Date

STATE OF FLORIDA)
)
_____ **COUNTY**)

The foregoing document was sworn to and subscribed before me by _____ by means of [] physical presence or [] online notarization, and are personally know to me or have produced _____ as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, _____.

Notary Public Signature

Notary Public Printed Signature

Notary Stamp Seal

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST

ANTICIPATED DBE PARTICIPATION STATEMENT

RFP Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed, below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u> <u>Percentage</u>	<u>Type/Specialty Work</u>	<u>Dollar Amount/</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in BMPO contracts. The anticipated DBE amount will not become part of the contractual terms.

**BID OPPORTUNITY LIST FOR PROFESSIONAL CONTRACTUAL SERVICES,
AND COMMODITIES & CONTRACTUAL SERVICES**

Prime Contractor / Prime Consultant: _____

Address/Telephone Number: _____

RFP Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on BMPO contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on BMPO projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific BMPO project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7 and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts:
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 Million
3. Phone: _____		<input type="checkbox"/> Between \$1- \$5 Million
4. Address: _____		<input type="checkbox"/> Between \$5- \$10 Million
_____		<input type="checkbox"/> Between \$10-\$15Million
_____		<input type="checkbox"/> More than \$15 Million
	7. <input type="checkbox"/> Sub-contractor	
5. Year Firm Established: _____	<input type="checkbox"/> Sub-consultant	

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts:
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 Million
3. Phone: _____		<input type="checkbox"/> Between \$1- \$5 Million
4. Address: _____		<input type="checkbox"/> Between \$5- \$10 Million
_____		<input type="checkbox"/> Between \$10-\$15Million
_____		<input type="checkbox"/> More than \$15 Million
	7. <input type="checkbox"/> Sub-contractor	
5. Year Firm Established: _____	<input type="checkbox"/> Sub-consultant	

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	8. Annual Gross Receipts:
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 Million
3. Phone: _____		<input type="checkbox"/> Between \$1- \$5 Million
4. Address: _____		<input type="checkbox"/> Between \$5- \$10 Million
_____		<input type="checkbox"/> Between \$10-\$15Million
_____		<input type="checkbox"/> More than \$15 Million
	7. <input type="checkbox"/> Sub-contractor	
5. Year Firm Established: _____	<input type="checkbox"/> Sub-consultant	

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: REQUEST FOR PROPOSALS – RFP
FAILURE TO COMPLETE, SIGN AND RETURN THE DBE PARTICIPATION STATEMENT
AND BID OPPORTUNITY LIST MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

ATTACHMENT “D”

FDOT FORMS REQUIRED TO BE COMPLETED AND INCLUDED WITH SUBMITTALS

Forms

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists

FDOT Form No. 375-030-30 Truth in Negotiation Certificate

FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

FDOT Form No. 375-030-34 Disclosure of Lobbying Activities

FDOT Form No. 375-031-06 E-Verify

FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

Note: Forms are available mostly in Word format at the following website:

<https://www.fdot.gov/procurement/formmenu.shtm>

ATTACHMENT “E”

BMPO REQUIRED INVOICE DOCUMENTATION

Note: The Contractor Invoice Template attached is in a PDF format. The Template shall be provided in an Excel format after award to the selected Contractor.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CONSULTANT NAME
Street Address
City, State, Zip Code
Telephone #

Consultant LOGO

INVOICE

Bill To:

Broward Metropolitan Planning Organization (BMPO)
 100 West Cypress Creek Road, 6th Floor, Suite 650
 Fort Lauderdale, FL 33309
 (954) 876-0033
 Email: accountspayable@browardmpo.org
 BMPO Project Manager: _____

Invoice Date: _____

Invoice No.: _____

BMPO P.O. #: _____

Project Name and Description: _____

Invoice Service Period	Contract Number	Contract Execution Date	Contract End Date
-			

Task no.	Task name	Budgeted amount	Percent previously billed	Percent complete this period	Percent complete to date	Complete	Previously billed	Billed this period	Remaining budget
1	Project Management	\$ 1,000.00	10.0%	10.0%	20.0%	No	\$ 100.00	\$ 100.00	\$ 800.00
2	Task 2		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
3	Task 3		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
4	Task 4		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5	Task 5		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
6	Task 6		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
7	Task 7		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
8	Task 8		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
9	Task 9		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
10	Task 10		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
11	Task 11		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
12	Task 12		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
13	Task 13		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
14	Task 14		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
15	Task 15		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
16	Task 16		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
17	Task 17		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
18	Task 18		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
19	Task 19		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
20	Task 20		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Totals:		\$ 1,000.00					\$ 100.00	\$ 100.00	\$ 800.00

Total Amount Due: \$ 100.00

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Authorized Signature: _____

Name Printed: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

CONSULTANT NAME

Street Address

City, State, Zip Code

Telephone #

Consultant LOGO

Service Period **1/0/00 - 1/0/00**

DBE Contract Amount: **\$ 100.00**

DBE Firm Name	Amount Allocated	Notes
Company ABC	\$ 100.00	
Company Name B		
Company Name C		
Company Name D		
Company Name E		
Company Name F		
Company Name G		
Company Name H		
Company Name I		
Company Name J		

Total DBE Allocated: \$ 100.00

DBE Firm	Amount allocated	Percent previously billed	Percent billed this period	Percent billed to date	Amount previously billed	Amount billed this period	Amount billed to date	Amount remaining
Company ABC	\$ 100.00	50.0%	50.0%	100.0%	\$ 50.00	\$50.00	\$ 100.00	\$ -
Company Name B	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name C	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name D	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name E	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name F	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name G	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name H	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name I	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name J	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Totals:	\$ 100.00				\$ 50.00	\$ 50.00	\$ 100.00	\$ -

INVOICE TASK DETAIL

Task No:	1
Task Name:	Project Management

Budgeted Amount	\$ 1,000.00	100.0%
Previously billed	\$ (100.00)	-10.0%
Billed this period	\$ (100.00)	-10.0%
Remaining Budget	\$ 800.00	80.0%

Percent complete:	20.0%
--------------------------	--------------

Billed this period details:

Salary Costs:

Notes:

Prime Consultant Name	\$ 50.00	
Sub-Consultant 1	\$ 50.00	DBE Firm
Sub-Consultant 2	\$ -	
Sub-Consultant 3	\$ -	
Sub-Consultant 4	\$ -	
Sub-Consultant 5	\$ -	
Sub-Consultant 6	\$ -	
Sub-Consultant 7	\$ -	

Other Direct Expense:

Notes:

Travel	\$ -	
Equipment	\$ -	
Materials	\$ -	
Other	\$ -	

Billed this period	\$ 100.00
---------------------------	------------------

Progress Report:

In this space, provide a narrative of the work performed this period towards completing the deliverable(s) for this Task according to the contract scope of service. Do not use acronyms and explain any technical jargon. Make sure the narrative is viewable by resizing the cell if needed.

You must include one of the following in this space:

1. **Progress report narrative** - including sub-consultant work included on this invoice.
2. **See attached progress report** - add a separate document detailing the progress.
3. **No work this period** - there are no charges for the task as shown in the \$0 "Billed this period" line above.
4. **Task complete** - all work and billing on this Task is completed.

Certificate of Disbursement of Previous Periodic Payment to Subcontractors

Contract No. 26-01

Date _____

Contract Name CELLPHONE/LOCATION-BASED DATA COLLECTION

Period of Work Invoiced For: ____/____/____ to ____/____/____

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

Firm

(Signature of Authorized Representative)

NOTARY STATEMENT
STATE OF FLORIDA

COUNTY OF _____

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

Signature of Notary

My Commission Expires _____

Subcontractor's Certificate of Previous Payment

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

KNOW ALL MEN BY THESE PRESENTS, that (name) _____

representing _____, whose

address is _____, with the

title of _____, whom after being first duly sworn, upon oath

deposes and says that pursuant to the provisions of the contract for: CONTRACT

NO. 26-01

CONTRACT NAME: CELLPHONE/LOCATION-BASED DATA COLLECTION

that all monies due him/her, in accordance with the agreed upon payment schedule, have been

paid to him/her by _____, the Firm.

NOTARY STATEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20__, by _____ who is personally known to me or who has

produced _____ as identified and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

Signature of Notary

My Commission Expires _____

FINAL RELEASE ON CONTRACT AND AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

In accordance with the Contract Documents and in consideration of _____
Dollars (\$ _____) paid, <Contractor> releases and waives for itself and its
Subcontractors, material-person, successors and assigns, all claims, demands, damages, costs and
expenses, whether in contract or in tort, against the Broward Metropolitan Planning Organization
("BMPO") existing under the laws of the State of Florida relating in any way to the performance
of Agreement No. 26-01 between THE BMPO and <Contractor>.

(1) <Contractor> certifies for itself and its Subconsultants, material-person, successors
and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for
which the BMPO might be sued or for which a lien or a demand against any payment bond might
be filed, have been fully satisfied and paid.

(2) <Contractor> agrees to indemnify, defend and save harmless the BMPO from all
demands or suits, actions, claims of liens or other charges filed or asserted against the BMPO arising
out of the performance by <Contractor> of the Work covered by this Final Release on Contract
and Affidavit.

(3) This Final Release on Contract and Affidavit shall not be construed to represent,
expressed or implied, any release on behalf of the BMPO of any of the contractual covenants and
obligations of <Contractor>.

<Contractor>:

_____ By: _____
President

_____ Date: _____
Witnesses

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, as _____ of
_____, a _____ Corporation, on behalf of the Corporation. This person is
personally known to me or has produced a _____ (state) driver's license no. _____ as
identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

ATTACHMENT “F”

**CONTRACTOR PERFORMANCE
EVALUATION FORM**

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Contractor Performance Evaluation

The BMPO will periodically evaluate the Contractor's performance utilizing the Contractor Performance Evaluation Form in this Attachment. This evaluation will be done at an interval no less than once per year during the contract term. For contracts with a term less than one year, the evaluation may be performed intermittently as determined by the BMPO. The BMPO assigned evaluator will complete the Contractor Performance Evaluation Form and provide a copy to the Contractor for review and response. Written Contractor responses will be incorporated into the evaluations. In any instances where the performance is below satisfactory, the Contractor will have thirty (30) days to provide a written response to the BMPO.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CONTRACTOR PERFORMANCE EVALUATION FORM

CONTRACTOR: _____

ADDRESS: _____

PROJECT NAME: _____

CONTRACT NO. _____ AWARD DATE: _____

EVALUATION NO. _____ DATE: _____ PERIOD COVERED: _____ TO _____

EVALUATED BY: _____

(Signature & Title)

	CONTRACTUAL	ACTUAL *
PRICE:		
COMPLETION DATE:		
TIME TO COMPLETE		

Ratings:

E = Excellent

G = Good

S = Satisfactory

U = Unsatisfactory

N/A = Not Applicable

* = For Final Evaluation Only. Actual includes contractual plus all Amendments and Change orders.

**BROWARD METROPOLITAN PLANNING ORGANIZATION
EVALUATION OF CONTRACTOR'S PERFORMANCE**

EVALUATED ITEM	EVALUATION NO.			
	1	2	3	4
Quality of Contractor's Work				
Adherence to Contract Specs/Scope of Services				
Quality of Subcontractor's Work				
Quality of Project Manager/Supervisory Personnel				
Protection of BMPO Property				
Minimal Interference with BMPO Operations				
Timely Submission of Reports, Project Schedules and Deliverables				
Adherence to Project Schedule				
Compliance with Safety Standards				
Communication with BMPO Project Manager				
Attendance at Project Meetings				
Cooperation with Other Contractors				
Timely Notification of Possible Delays				

*** OVERALL EVALUATION ***				
-----------------------------------	--	--	--	--

COMMENTS: _____

***NOTE: PLEASE ATTACH BACKUP DOCUMENTATION FOR ALL EVALUATIONS RATED BELOW SATISFACTORY OR AS REQUESTED BY PROCUREMENT.**

EXHIBIT “B”

CONTRACTOR'S PROPOSAL

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

REPLICA

Broward MPO

RFP NO - 26-01

Cellphone / Location-Based
Data Services

OFFEROR

REPLICA, INC.

3610 W. 95TH STREET

LEAWOOD, KS 66206



Broward MPO - Cellphone and Location-Based Data Services (2601)

Submitted to:

Oscar Nelson
Procurement Manager
Broward Metropolitan Planning Organization
Trade Centre South
100 W. Cypress Creek Road, Suite 650
Fort Lauderdale, FL 33309
Phone: 954-876-0064
Email: nelsono@browardmpo.org

Dear Mr. Oscar Nelson and Evaluation Committee,

Replica is pleased to submit this proposal in response to the Broward MPO's Request for Proposals (RFP) for Cellphone/Location-Based Data Services (RFP NO. 26-01). We understand the MPO's objective is to procure this data to better understand travel patterns and improve model development and validation, project prioritization and concept development.

Replica specializes in providing granular, up-to-date mobility data and analytics to public agencies. We are confident that our data and expertise in mobility data science, aligns exceptionally well with the MPO's requirements.

Replica's deep expertise in transportation planning, policy, and modeling has allowed us to build a platform and comprehensive datasets unique to the industry. Replica combines the benefits of big data and sophisticated transportation modeling, with an accessible web-based platform that's interactive, easy-to-use, and compatible with all your digital tools. Replica offers detailed multimodal trip-level data, alongside demographic data to meet the needs of agencies for planning, engineering, and operations. We do this by incorporating a composite of over two dozen different input datasets and validating our outputs against what was observed on the ground. Whether the agency is focused on making decisions on safety treatments along specific corridors for pedestrians and cyclists, understanding broader regional travel trends, or pursuing grant funding for mobility hubs, the Replica platform will enable rich, detailed analysis to support the project.

We are eager to collaborate with you to ensure critical work on transportation planning, congestion management, safe streets, and more projects have the data insights needed to advance Broward MPO's goals. We look forward to discussing this opportunity with you and supporting your organization's success.

If you have any questions regarding our proposal, please contact: Sean Johnson by email at sean@replicahq.com or by phone at 712.310.1963.

Sincerely,
Nick Bowden, CEO
nick@replicahq.com



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1.0 Awareness of Project Issues

Replica's data and applications have been utilized by MPOs and other transportation agencies across the country for the purposes of travel demand modeling, performance and system management and planning. We are one of the pioneers in the utilization of cellphone and location-based data to generate insights on local traffic patterns and behaviors and to inform project selection and prioritization.

A. Data Access and Ease of Use

Replica's suite of data and applications is hosted in the cloud and delivered via a web-based software platform. To access the data a user only needs an internet connection and web browser. No custom software is required to be installed on their device to view and/or download the data. If users would like, they can download the data for seamless visualization and analysis in other third-party applications like Esri, ArcGIS, Excel, etc. More detailed information on data schema and a sample download is available [here](#).

Do you need special software to access the data?

No

Is post-processing required to use the data?

No

B. Technical Support and Guidance

Replica will provide direct support to the Broward MPO through a dedicated Customer Success Manager and a team of technical experts.

Our robust customer support plan includes the following, which are offered virtually by default and can be conducted in person as requested:

- Kickoff Meeting (45 minutes)
- Onboarding + Data Integrations (Week 1)
- Initial User Training (60-90 minutes)
- Deep Dives and Workflow-Specific Trainings (60-90 minutes)
- Refreshers as needed (available virtually, bi-weekly) (60 minutes)
- Monthly check-ins (30 minutes)
- Quarterly reviews (45 minutes)

Replica will host webinars to train Broward MPO staff, identify valuable use cases, provide detailed methodology and technical documentation, and ensure your team is equipped with the full knowledge of our platform and services throughout the engagement. As part of our offering, we will host a training workshop in



addition to deep dives with Broward MPO staff to ensure collaboration is front and center when approaching onboarding and implementation.

Broward MPO will also have the support of Replica's Solutions Architects (SAs) and Data Scientists who are experts in Replica's product and data, as well as experienced transportation planners and data analysts. Specific services provided by Replica Solutions Architects and Data Scientists include:

- Creation and delivery of custom use cases during Replica-hosted training sessions
- Training to ensure Broward MPO staff are aligned in goals, trainings, and project-based use cases
- Assistance with custom analyses as needed
- Guidance on best practices when leveraging Replica's platform and datasets

In addition to unlimited support for Broward MPO throughout the life of this partnership, our web app features a Help Center with documentation and user tips, and monthly Community webinars offer demonstrations of new and existing features and capabilities.

In order to ensure that your questions are answered on the fly, and that your team has the options to learn at their own pace, our robust Help Center includes detailed tutorials on how to use Replica, conduct common types of analyses, how-tos, release notes, frequently asked questions and more. Our library boasts over 240 articles, not to mention in-app tooltips, a separate FAQ, and detailed data source information directly in the app.

Your dedicated Customer Success Manager is your day-to-day contact, available via email and phone during normal business hours alongside additional Customer Success and Client Services staff that span both the Central and Pacific time zones (7:00 AM to 7:00 PM Central). With in-app chat, a product specialist is available in near real time to monitor questions and feedback. For questions received after standard business hours, responses will be sent the following business day. Replica is committed to helping our customers and will prioritize work as needed, to get your agency the assistance it needs.

2.0 Data

A. Minimum Data Requirements

Replica data has been utilized successfully for model calibration and validation work and is offered at a variety of standard geographical resolutions, including the Traffic Analysis Zone level. In addition, Custom Geographies (polygons, lines, etc) can easily be uploaded and/drawn in the application. Our data is consistent, reliable and complete for Broward County, the Tri-County region and beyond and include trip and trip taker characteristics like: people, vehicles, freight and O-Ds.

Broward MPO Data & Analysis Requirements	Replica
Trip origin and destination by time of day and mode	Yes - Replica offers O-Ds that can be filtered by time of day, mode, purpose, trip distance, trip duration and more.
Mode choice data	Yes - Replica offers mode choice data including: -Private Auto -Carpool -Bicycle -Pedestrian -Freight -Taxi/TNC -Transit
External-External (EE), External-Internal (EI) and Internal-External (IE)	Yes - Replica offers EE, EI and IE data
Freight movement	Yes - Replica offers freight movement data to support freight planning and analyses
Travel time	Yes - Replica offers travel time data
Transit route and operations	Yes - Replica offers data on transit routes and ridership at the line and stop level
Bike and pedestrian data	Yes - Replica offers bicycle and pedestrian volume information at the zone and network level
Express/toll lanes data	No
CAV usage data	No
Data integration strategies	Yes - Data integration strategies are included in Replica's onboarding and ongoing support of Broward MPO

Real-time traffic monitoring	Yes - Replica offers real-time traffic information for an additional fee
Micro-mobility data	No
Socio-economic data	Yes - Replica offers socio-economic and socio-demographic data for area and trip takers
Historical and/or special incidents, events and trends	Yes - Replica offers historical information on events and trends

B. Data Collection and Processing Methodology

Replica at its core operates an activity based travel demand model, providing outputs at all granularity levels for a typical weekday or weekend day.

Broward MPO Data & Analysis Requirements	Replica
Source of the Proposed Data Set	
Source data and technology to collect	Mobile location data, including location-based services, cellphone, GPS and point of interest data is combined with census data, built environment data, economic data and ground truth data. More detail can be found below.
Elaborate on providers involvement in collecting/purchasing data from a third-party source	Replica purchases data from a variety of third-party entities. Our data input strategy has always focused on procuring the most, high quality data feeds to provide the largest and most representative sample and redundancy to ensure we can deliver our customers with continuous access to the data they need.
Data processing, cleaning and validation	
Explanation of methodology employed for converting raw data to processed usable data and insights	Replica uses raw mobility location data, along with Census, survey, land use, consumer spending, and other data as inputs to be able to discern granular daily travel insights including O/D, mode choice, route, time of day and travel time, and others. More details can be found below.
Report on procedures and methods employed to extract features from raw data and differentiate between various modes, trip purposes, and other relevant features.	Replica’s mobile location data inputs (cell-phone and location services) are used to identify routes, dwell times, and travel sequences. Mode choice is determined by a specific representative person’s access to different modes, observed route and travel behavior preferences, commute mode choice, and

	<p>the relative competitiveness of various modes for specific trips.</p> <p>Trip purposes are determined by dwell times, land use data, point of interest aggregation and consumer spending. This data redundancy allows us to eliminate bias from any one data input.</p>
<p>List conditions that are intentionally applied to filter out data throughout the process</p>	<p>We filter our cell-phone and location services data that could pose a privacy threat to the device owner or that appear to be inaccurate.</p>
<p>Specify any potential limitations, accuracy considerations and/or intrinsic assumptions that may exist</p>	<p>Replica provides validation reports for each vintage of data it produces, providing transparency in regard to quality and guidance on where and how to use the data.</p>
<p>Timeliness of the data and the update schedule</p>	<p>Replica has a variety of data sets that are updated on cadences ranging from Annual to Weekly. The bulk of the data requirements listed here are updated on a Quarterly basis and published two times per year.</p>
<p>Privacy concerns</p>	
<p>Describe how data set(s) account for potential public privacy concerns or other relevant discretionary considerations.</p>	<p>Replica requires data vendors to remove all personally identifiable information before delivering to us for ingestion. Then, Replica’s utilization of modeling and a synthetic population creates additional privacy safeguards from things like re-identification.</p>
<p>Be responsible to conduct data privacy impact analysis periodically for privacy protection and compliance.</p>	<p>Replica will comply with BMPO’s privacy policies for compliance purposes.</p>
<p>Availability</p>	
<p>Specify who, when, and how long the BMPO (and respective consultants) can have access to the data and/or platform(s) for accessing the data as well as any restrictions on this availability.</p>	<p>BMPO and consultants will have access to the data for the duration of the term of the contract.</p>
<p>Explain access protocols for the data and/or platform(s) including availability for offline access.</p>	<p>BMPO users will create Replica accounts by using their BMPO email addresses. Anyone with a BMPO email address may create accounts.</p> <p>Consultants who are interested in accessing Replica data for use on a BMPO project will submit a request that is</p>

	granted following approval by BMPO. The consultant’s access will be granted for the duration of the project term.
Elaborate on any availability restrictions that may exist due to the funding limitations outlined in the scope.	No availability restrictions are anticipated.

Replica Sources and Methodology

Replica's seasonal trips tables and demographic and employment tables (Places) are created using high-fidelity activity-based travel models that simulate the movements of residents, visitors, and commercial vehicles in a given area. Replica produces models at the “megaregions” level, most of which cover between 10 and 50 million people and multiple states, for a typical weekday and typical weekend day in a given season. Data outputs can be queried down to the network link level.

Replica generates its data by running large-scale, computationally intensive simulations. These simulations allow us to deliver granular data outputs that match behavior in aggregate, but don’t surface the actual movements (or compromise the privacy) of any one individual. Rather than simply cleansing, normalizing, and scaling individual data sources, Replica uses a composite of data sources to:

1. Create a synthetic population that matches the characteristics of a given region
2. Train a number of behavior models specific to that region
3. Run simulations of those behavior models applied to the synthetic population in order to create a “replica” of transportation and economic patterns
4. Calibrate the outputs of the model against observed “ground-truth” to improve quality

In our data outputs, origin-destination pairs are consistent with human activities. Population demographics are accurate and correlate with appropriate movement. Recurring activities are coherent over time and capture a pattern of life. Routing between locations is consistent with local road networks and transportation options, and the scale of population and number of trips is appropriate for a given geographic extent.

Source Data

Replica builds its simulations using a diverse set of third-party data from public and private-sector sources. These sources include five categories of data:

1. **Mobile location data:** To create a representative sample of daily movement patterns within a place, Replica uses multiple types of mobile location data as inputs to our model – location-based services (LBS) data collected from cell phones; vehicle in-dash GPS data; and point-of-interest aggregates. Previous

versions of Replica's model also included cellular networks data as another source of mobile location data. Replica only acquires de-identified mobile location data.

2. **Consumer/resident data:** Demographic data from public and private sources provides the basis for determining where people live and work, and the characteristics of the population, such as age, race, income, and employment status.
3. **Built environment data:** Land use data (such as zoning regulations), building data (such as total square footage and use types), and transportation network data (such as road and transit networks) are used to determine where people live, work, and shop, and by what means it is possible to travel to each activity.
4. **Economic activity data:** Includes all transactions, including credit card, debit card, and cash transactions, that take place at a point of sale. With this input, Replica depicts the level and types of spending that occurred at a particular time and place.
5. **Ground truth data:** Ground truth data is used to calibrate and improve the overall accuracy of Replica outputs. The types of ground truth collected by Replica include auto and freight volumes, transit ridership, and bike and pedestrian counts. Ground truth is both acquired directly by Replica and provided by customers.

Each of Replica's data processing pipelines leverages a composite of these diverse data sets. This process minimizes the risk of sampling bias that exists in any single source on its own. For example, a product that relies more heavily on data from personal mobile devices risks failing to adequately simulate the portions of the population that do not have mobile devices or those who opt out of device tracking technologies. Our composite approach also creates resiliency against data quality issues and protects against disruptions of individual data sources.

Methodology

Replica's process to generate its seasonal trips and demographics and employment tables (Replica Places) is best described in four steps:

Step 1: Create Synthetic Population

Every season, Replica generates a nationwide synthetic population, statistically equivalent to the actual population, for the entirety of the United States. Replica creates a synthetic population in order to overcome the limitations of census data, which is only provided at the aggregate level. Synthetic populations allow Replica to assign attributes to individuals and households while protecting privacy and preserving spatial fidelity.

The synthetic population is generated using census and consumer marketing data. Replica applies data science techniques to this data that allow for: 1) modeling the dependencies in socio-demographic parameters and structure of the households, and 2) generating individual households that match census information at the required level of aggregation, such as block groups or tracts.

Each synthetic household consists of people with an assigned set of attributes: age, sex, race, ethnicity, employment status, household income, vehicle ownership status, and resident or visitor status. Workplace locations for all employed individuals are assigned based on the combination of mobile location data aggregates, census, and census land use information. These assignments are static in each seasonal model, but can and do change across seasons.

To begin each specific Places deployment, the population relevant for the specific megaregion and season is extracted from the nationwide population.

Step 2: Create Mobility Model

Modern machine learning techniques are then used to develop travel personas. Personas are based on the composite of mobile location data for the megaregion and specific season. Personas are an extraction of behavioral patterns from individual devices that live in, work in, travel to, travel from, or pass through a specific region during the modeled season. Each persona is composed of three underlying behavioral-choice models: activity planning and sequencing (e.g., at home -> drive to work -> at work -> drive to shop -> at shop -> drive to home), destination location choice (i.e., the exact location people are traveling to and from), and travel mode (i.e., the chosen mode).

Replica's mobile-location data represents anywhere from 5% to 20% of a local population. Replica intentionally only acquires what data is necessary to build statistically representative models, another tenet of balancing model fidelity with user privacy.

Step 3: Generate Activity

To simulate activity, the outputs from Step 1 and Step 2 are joined. Each synthetic household is assigned one or more personas using home and work locations as a primary input, enhanced with matching by available socio-demographic attributes and by the role of the person in a household. In effect, with travel behavior models assigned, each synthetic person can now make choices about when, where, and how to travel.

Replica uses three models to assign movements to the individuals in the synthetic population. The activity sequence model determines the activities of a person's day, including recurring activities (e.g., travel to work, school drop off), and one-time activities (e.g., shopping, visiting a restaurant, social visit to a friend's residence). The location choice model determines the specific location of each discretionary activity (e.g., what restaurant is chosen for lunch, where grocery shopping gets done), assigning a location at the point-of-interest level. The mode choice model determines how the trip will be made based on the state of the transportation network, accounting for available transit options and multiple driving routes.

Movement is then simulated with an agent-based approach that accounts for congestion and other interactions between individual travel itineraries.

Step 4: Calibrate



After each individual simulation is run, the modeled outputs are compared to aggregate control group data (i.e., observed counts, or “ground truth”) for quality and reporting purposes. This calibration process involves solving a set of large-scale optimization problems with an objective function defined as “fit to observed ground truth.” We strike a careful balance to ensure that the calibration algorithms do not overfit the modeled outputs to the calibration data, as both outliers and a certain level of noise are often present in every dataset.

To complete this iterative calibration process, Replica always holds out some of its own ground truth data from the initial mobility simulation. Replica can also incorporate additional ground truth provided by its customers for additional quality enhancement.

As noted earlier, when a completed model is published, customers also have access to an associated quality report.

3.0 Relevant Experience and Innovation

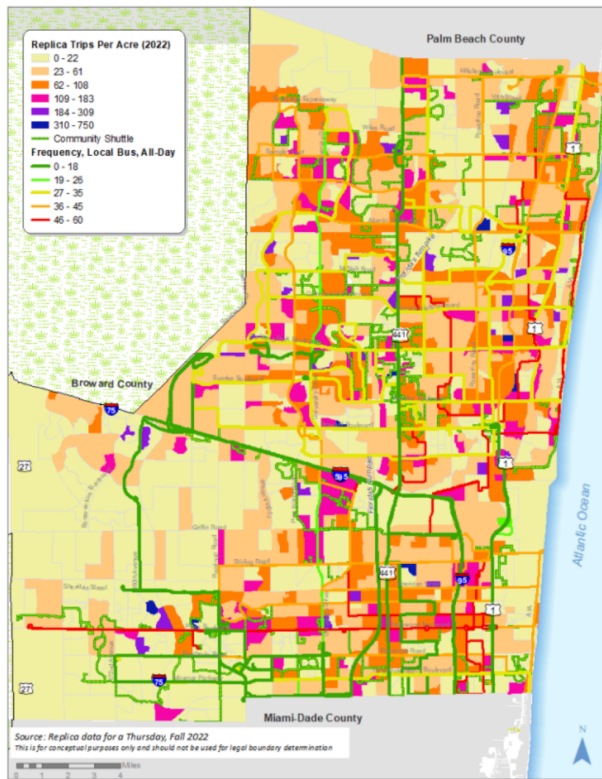
1. Use Case Examples for Long-Range Transportation Planning

Replica data has been used in the Long-Range Transportation Planning (“LRTP”) context in a number of ways; the below are a few examples to help illustrate the potential of the data and applications for LRTP work.

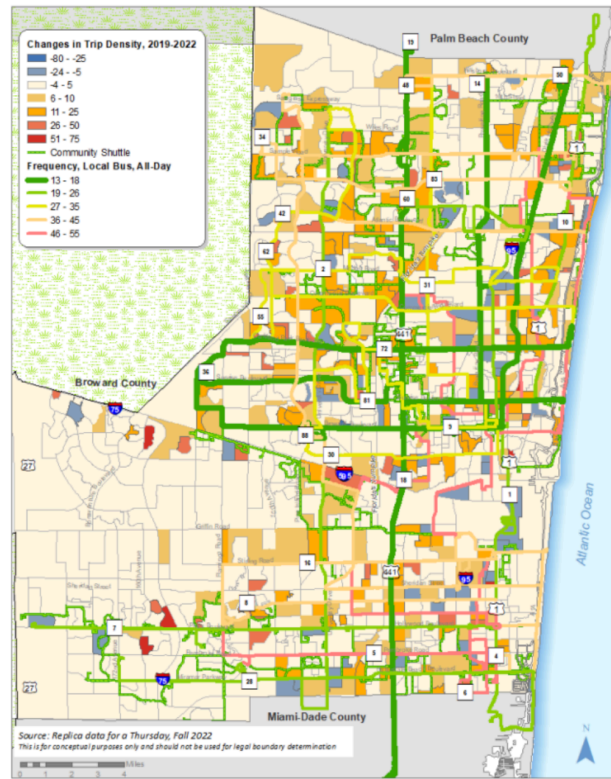
Broward County Transit: Development Plan FY 2024-33

Published in December 2023, Broward County’s Transit Development Plan incorporated Replica's data to gain insights into countywide travel behaviors. The data provided detailed information on origin-destination flows, trip purposes, and travel modes. This allowed planners to identify areas with high transit demand and to understand the mobility needs of different communities.

Map 2-26: Replica Trip Density, for a Thursday in Fall 2022, with Route Frequency



Map 2-27: Changes in Replica Trip Density from 2019 to 2022



Replica data overlaid with transit frequency, Broward County Transit Development Plan

Broward County Transit had previously completed data validations by comparing the Replica data to the Southeast Florida Regional Planning Model Version 8 (SERPM 8), concluding, in their [Premium Mobility Plan](#), that the data “was found to be consistent and therefore a viable source.” In the most recent long-range study, Replica was used in the following ways:

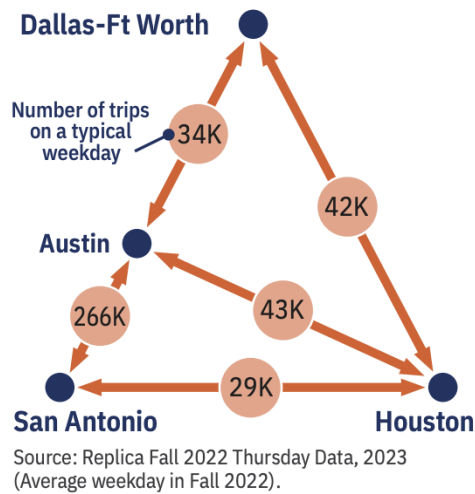
- Replica weekday and weekend trip data was overlaid with existing transit options as well as transit ordered by frequency of service, to identify areas with a high travel demand but relatively low transit service offered and vice versa.
- Trip data was also compared with peak hour transit headway to identify routes where travel demand would support additional headway and where existing headways may be excessive.
- Broward County also looked at the change in trip rates and purposes for transit trips from before the COVID-19 pandemic to after, allowing the agency to illustrate the nuances in their ridership changes.

The full plan can be viewed here:

https://www.broward.org/BCT/Documents/BCT_2024-2033_TDPAnnualUpdate.pdf.

Texas DOT Statewide Long-Range Transportation Planning

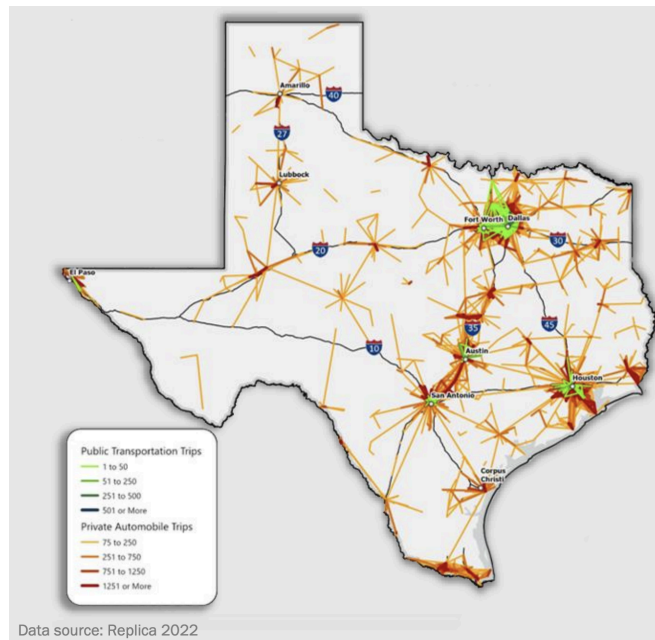
Texas DOT has used Replica in a number of LRTP applications, including in several published studies. Some highlights of TXDOT’s use of Replica data in LRTP include:



1. **“Connecting Texas 2050”** Published in 2024, this Statewide Long Range Transportation plan serves as TxDOT's comprehensive blueprint for the state's transportation system through the year 2050.
 - a. One use of Replica data included trips and top O/Ds for inter-District Travel. This information was used as the baseline for travel demand across different regions and in projecting out to 2050, to plan for future infrastructure needs.

The full Connecting Texas 2050 plan can be accessed here:

<https://www.txdot.gov/content/dam/docs/projects/slrtp/connecting-texas-2050-slrtp-508c.pdf>



2. **“Texas Statewide Multimodal Transit Plan (‘SMTP’)”** An ancillary plan to Connecting Texas 2050, the SMTP (currently in the development) seeks to enhance mobility and connectivity, support economic development, and address congestion for Texans through 2050.
 - a. Replica data has been used in the SMTP to compare private auto trips to transit trips statewide.
 - b. The trip details provided detailed breakdowns of transit trip purposes, including employment, education, medical, social, and recreational activities. This granularity helped TxDOT identify the primary reasons for transit use and to plan for future services accordingly.
 - c. Replica’s Demographic and Equity data, including trips by older adults and those from zero-vehicle households, informed an assessment of mobility needs.

More information about the SMTP can be found in this presentation:

https://alamoareampo.org/Committees/TPB/minutes/2024/1-Jan/CMays_TxDOT_TEXAS%20TRANSIT%20PLAN_AAMPO%20Policy%20Board_1_22_24.pdf

Boston Region MPO TDM23

Boston Region MPO (BRMPO) has used Replica data in a number of contexts, including in long-range planning. Most recently, the MPO incorporated Replica data into the calibration of its Travel Demand Model (“TDM23”) to reflect post-pandemic travel patterns.

Table 29
MPO-Level WFH Rates

MPO	2019 WFH Rate	2023 WFH Rate	Difference
Boston Region Metropolitan Planning Organization	0.05	0.3	0.25
Berkshire Regional Planning Council	0.06	0.11	0.05
Cape Cod Commission	0.07	0.16	0.1
Central Massachusetts Regional Planning Council	0.05	0.27	0.22
Franklin Region Council of Governments	0.08	0.21	0.13
Montachusett Regional Planning Commission	0.05	0.25	0.21
Martha's Vineyard Commission	0.12	0.21	0.1
Merrimack Valley Planning Commission	0.05	0.25	0.21
Northern Middlesex Council of Governments	0.04	0.26	0.22
Nantucket Planning & Economic Development Commission	0.06	0.08	0.02
Old Colony Planning Council	0.04	0.27	0.24
Pioneer Valley Planning Commission	0.04	0.26	0.21
Southeastern Regional Planning & Economic Development District	0.03	0.24	0.21

WFH = work from home.

Example of Boston Region MPO's use of Replica's WFH data

Using 2019 as a base year, BRMPO's TDM23 was released in 2023, in support of their most recently released LTRP, *Destination 2050*, which can be found here:

<https://www.ctps.org/lrtp>. Replica's 2019 and 2023 data were used to calibrate the model to more recent travel patterns. After comparing the TDM outputs with Replica's 2019 data, it was determined that Replica's use was appropriate for this context and that newer Replica data would help re-align TDM23 with present day travel patterns. BRMPO has since published their TDM23 2.0 version, which uses the following Replica data sets:

1. Replica's observed free-flow speeds are used on network links to estimate non-congested travel times.
2. Replica's Work From Home (WFH) rates and change in rates were analyzed by Traffic Analysis Zones (as well as at the MPO level) and by industry.
3. Replica's vehicular volumes data on network links were used to supplement MassDOT's count program data. In addition, vehicular trip rates segmented by time of day were used as time of day factors.
4. Replica's Origin-Destination vehicular travel data, segmented by vehicle, was used to calibrate the TDM23 model. This included data from neighboring New Hampshire and Rhode Island.
5. Replica's commercial vehicle data was used to validate TDM23's O/D data. In comparison to a competitor's heavy duty truck data, Replica's data was found to be more consistent with TDM23's modeled truck O/D estimates. This led to the future directive that "Replica data will be leveraged to verify existing counts and

attempt to better understand and improve the model representation of medium and heavy trucks.”

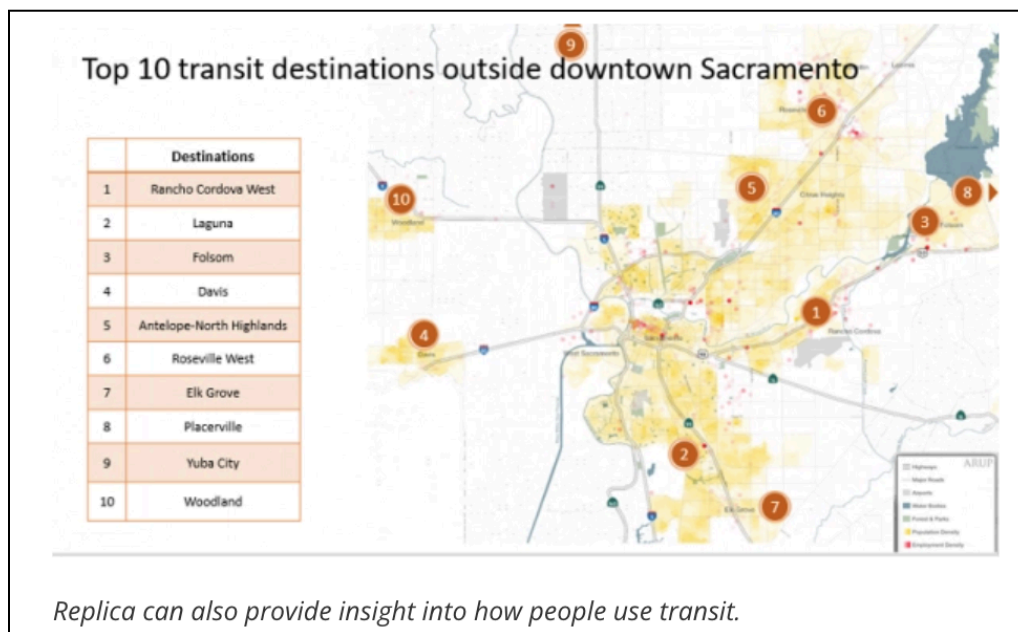
6. Replica’s pedestrian, bicycle, and transit data were also used to validate TDM23 O/D estimates. The pedestrian data in particular was found to be very consistent with TDM23 walk O/D estimates.

2. Use Case Examples for Concept Development

In addition to Long Range Transportation Planning, Replica data is useful for concept development and has been used by many agencies to provide a bridge between long-range visioning and project design or programming. Outlined below are a few examples of Replica data in the Concept Development application.

Sacramento Area Council of Governments (SACOG) Development Planning

SACOG, Caltrans, and California Air Resources Board (CARB) have used Replica data in multiple contexts, including in analyzing transit network performance and measuring projects’ impacts on VMT in compliance with California’s Senate Bill 743. However one of SACOG’s earliest uses of Replica data was to understand rapidly changing regional travel patterns.



Example of Replica data use in SACOG Concept Development.

This data supported the development of transportation concepts aimed at improving mobility and accessibility across the Sacramento region. Specifically planners utilized Replica’s data on road link and transit line analysis, showing information such as trip origin, destination, length of trip, trip mode, breakdown of travelers, household income of



transit line users, and even the reason for the trip. More information on this work can be found here: <https://calcog.org/sacog-partners-to-replicate-new-data-insights/>.

Broward County Intersection Prioritization for Bike and Ped Detection Equipment

Broward County received funding to upgrade thermal bike and pedestrian detection equipment at intersections. To help develop the concept and to determine the four intersections in greatest need of safety improvements, Broward partnered with Replica. Replica analyzed bike and pedestrian traffic data alongside crash statistics to rank intersections. The analysis factored in trip numbers and crashes to generate a prioritized list for safety upgrades.

The success of the initial pilot spurred Broward County to expand its analysis to assess 1500 more intersections. This data empowered Broward County to allocate resources efficiently, targeting intersections with high traffic and crash rates for maximum safety benefits.

Mid-America Regional Council (MARC) 79th Street Corridor Study

The City of Overland Park, Kansas, in partnership with MARC, the region's MPO, conducted a corridor study for 79th Street as part of the Planning Sustainable Places Program. The corridor plan utilizes Replica data to analyze the relationship between land use and transportation along 79th Street and make recommendations regarding internal mobility enhancements and multi-modal opportunities along the corridor.

Capital Region Transportation Council (CDTC) I-890 Study

In addition to using Replica data in the LRTP context, The CDTC, the MPO for the Capital region of New York State, has outlined they will use Replica in their I-890 Planning and Environmental Linkage ("PEL") Study. After dedicating \$440,000 in funding to the project as part of their FY2022-2027 TIP, the agency is setting out to evaluate design alternatives to improve access and mobility to all modes of transportation. As part of this concept development, the agency has reported they used Replica's Gate O-D analysis tool to assess various O/D flows in the I-890 PEL study area.

3. Use Case Examples for Performance Monitoring

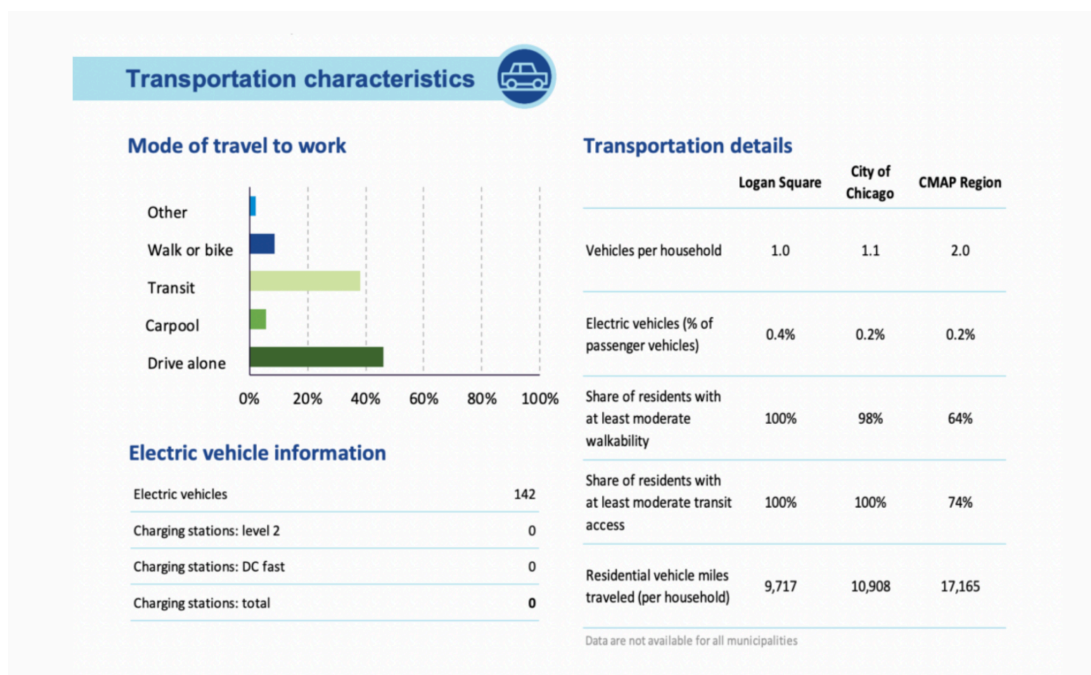
Indianapolis MPO (IMPO) Performance Monitoring

After procuring Replica data about a year ago, IMPO uses Replica data in several contexts, including using Replica’s AADT data in a dashboard which covers the agency’s 8-county region. IMPO members also use Replica’s Turning Movement Count and Annual Hourly Auto Volumes data.

However one of the agency’s chief reasons for procuring a Replica subscription was to use the data in support of Performance Monitoring reporting. To that end the agency also has access to Replica’s free flow, quarter hourly, and 85th percentile speeds for congestion monitoring, among other contexts. The agency has also been tapped in helping to develop a forthcoming Before-After corridor tool to monitor performance and quantify effectiveness of safety interventions.

More information about IMPO’s Replica subscription and data use can be found here: <https://www.indympo.org/maps-and-data/replicadata>.

Chicago Metropolitan Agency for Planning’s Emissions Inventory and Monitoring



Example of Replica data use in CMAP’s Local Transportation Emissions Monitoring

Chicago’s MPO, CMAP, regularly publishes an inventory of greenhouse gas emissions for the region’s seven counties. With their latest reports, CMAP was able to provide more local information than ever before, allowing for greater nuance in emissions monitoring. Replica’s data on trips by mode, EV use, and vehicle ownership, as well as the ability to use small, custom geographies directly in the application allowed the agency to publish



emissions monitoring reports for 77 Chicago Community Areas and 284 municipalities across northeastern Illinois, in addition to the 7 county area.

More information about CMAP’s emissions reports can be found here:

<https://www.replicahq.com/post/how-cmap-reports-local-transportation-emissions-with-replica-data>.

Hagerstown/Eastern Panhandle MPO (HEPMPO) Congestion Management Process

HEPMPO, the MPO for cities and counties in Western Maryland and Eastern West Virginia, utilized Replica data in setting up a framework for evaluating and monitoring traffic congestion in their region. As detailed in their Congestion Management Process (CMP), the agency leveraged Replica’s intersection Turning Movement Count data, trip activity summaries, land use data, and transit use data. These datasets allowed not only the monitoring of existing conditions but also for more granular investigation as to the potential causes of congestion and strategies to mitigate it. In addition, Replica data was used to supplement existing data sources for monitoring travel times.

Other agencies using Replica for CMPs include Merrimack Valley Planning Commission in Massachusetts (MVPC), Tahoe Regional Planning Agency (TRPA), and Metropolitan Washington Council of Governments (MWCOCG). More information can be found in the CMP here: <https://hepmo.com/wp-content/uploads/2024/07/CMP-Final-7-25-24.pdf>.

California Department of Transportation (Caltrans) Travel Time Reliability Monitoring





Caltrans has used Replica in a number of contexts, including performance monitoring as it relates to changes in VMT and congestion due to planned land use changes and other forecasts. Most recently Caltrans has begun evaluating use of a Travel Time Reliability application that displays reliability metrics for selected corridors and times of day. The tool reports total travel time on the corridor for each direction, corridor travel time by times of day, free-flow travel times, 95th percentile travel times, planning time index, and a buffer index that returns whether am and pm peak travel is reliable or not in each direction.

PROPOSAL FORM

RFP No. 26-01

CELLPHONE/LOCATION-BASED DATA SERVICES

CONTRACTOR: REPLICA, INC.

PROPOSALS WILL BE DUE PURSUANT TO SECTION 1.4 OF THE INSTRUCTIONS TO PROPOSERS AND MAY NOT BE WITHDRAWN WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER SUCH DATE.

THE PROPOSER CERTIFIES that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same contractual services and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of the Contract Documents and certifies that it is authorized to submit this proposal and that the proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements.


The Proposer further declares that it has examined the Contract Documents and addenda thereto and that it understands the requirements of the Work to be performed and all other requirements of the Request for Proposal.

The Proposer further certifies that neither the bidding firm nor any of its officers are listed on the United States comptroller General’s List of Ineligible Contractors for Federally Financed or Assisted Projects.


Authorized Signature

SEAN M. JOHNSON
Printed Name

Addenda: **Provide signature and date for each Addenda received.**

1. <u> 1-20-26</u>	2.	3.
4.	5.	6.

PRICE PROPOSAL FORM

RFP No. 26-01

CELLPHONE/LOCATION-BASED DATA SERVICES

FIRM FIXED PRICE AMOUNT FOR YEAR 1 \$ 100,000

OPTION YEARS

FIRM FIXED PRICE AMOUNT FOR YEAR 2 \$ 110,000

FIRM FIXED PRICE AMOUNT FOR YEAR 3 \$ 121,000

TOTAL FIRM FIXED PRICE AMOUNT FOR YEARS 1-3 \$ 331,000

CONTRACTOR'S QUALIFICATION CERTIFICATION

Firm Name: REPLICA, INC.

Address: 3610 W. 95TH ST.

City, State, Zip: LEAWOOD, KS 66206

Telephone: (712) 310 - 1963 Fax: () _____

Contact Person: SEAN JOHNSON Title: VP, STATE + LOCAL GOVT

E-Mail Address: SEAN@REPLICAHQ.COM

FEID # 83-3669741 DUNS # 117858049

1. DBE Certified No Yes Classification: _____

Certified By: _____

2. Specify the principal product or service offered by your firm:
TRANSMITTION DATA AND SOFTWARE

3. Identify the area(s) which the business serves: Miami-Dade Broward
 Palm Beach Florida Other _____

4. Date business was established: 2-19-2019 Occupational License: _____

5. Type of Business:
A. Sole Proprietor
Name _____
Home Address _____
Home Phone _____ Cell Phone _____
Professional license/Certificate of Competency# _____

B. Partnership
Are the owners of the business lawful, permanent residents of Florida? Yes No
Provide the name, residential address and telephone number of all owners of the business.

Partners Name	Res. Address	Phone Number	Cell Number

Professional license/Certificate of Competency #: _____

Name in which license/Certificate of Competency is issued:

C. Corporation Incorporated in the state of Delaware Date 2-19-2019

Officer's Names	Title	Location
MICK BOWDEN	CEO	LEAWOOD, KANSAS

Professional license/Certificate of Competency #: _____

Name in which license/Certificate is Issued _____

6(a). List each contract completed by you during the last five (5) years, or if less than five (5) contracts have been completed in the last five (5) years, list the last five (5) contracts completed **for which liquidated damages or other contractually stipulated sums or damages were assessed** against you for failure to complete the work on time or for any other breach of contract by you. For each such contract, provide a brief description of the work performed, the initial contract amount, the dollar amount at completion, date completed, and the name and telephone number of the owner's representative.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Completed

6(b). For the last five (5) years, list each contract under which the owner has **called upon your surety to complete the work, has terminated for default, or sued to complete performance or recover damages**. If fewer than five (5) contracts have been so affected during the last five (5) years, list the last five (5) contracts to be so affected. For each such contract, provide the same

information as required in (a) above, and in addition, provide the name and contract person with telephone number of your surety.

Contract Number	Description of Contract	POC & Phone	Initial Amount	Closeout Amount	Date Comp	Surety POC & Phone No.

6(c). List the details of any litigation which your firm has been involved with for the past five (5) years (Attach pages if necessary).

N/A

7. References (Please list prior similar projects)

Year	Project Name	Company Name	Dollar Amount	Contact Person and E-mail
2023-PRESENT	DATA SUBSCRIPTION	CONTRACTS	\$ 600,000 -	NOAH FITCHER NOAH.FITCHER@DOT.CA.GOV
2023-PRESENT	DATA SUBSCRIPTION	DELDOT	\$ 253,000 -	TODD REAVIS TODD.REAVIS@DELAWARE.GOV
2022-PRESENT	DATA SUBSCRIPTION	MASDOT	\$ 1,300,000	BOB FAHEY BOB.FAHEY@DOT.MASS.GOV

Estimated amount of current work under contract: \$ 15,000,000

8. List three (3) major contracts similar in scope currently underway or completed within the last five (5) years

Project No. and Title	Owner	Value	Percent Complete	Contact Person and E-mail
DATA SUBSCRIPTION	NASHVILLE MPO (GNAC)	\$ 400,000	100 %	MICHAEL SKIPPEN MSKIPPEN@GNAC.ORG
DATA SUBSCRIPTION	INDY MPO	\$ 26,000	100 %	JAMIEEN DUMM JAMIEEN.DUMM@INDY.MPO.ORG
DATA SUBSCRIPTION	KE MPO (MARC)	\$ 115,000	100 %	RON ACHELOH RONA@MARC.VA.GOV

I, Nick Bowden, CEO, OF REPLICA, INC, CERTIFY THE INFORMATION PROVIDED ON THIS QUALIFICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Nick Bowden
Signature

Affix Corporate Seal

COUNTY OF JOHNSON

STATE OF KANSAS

The foregoing instrument was acknowledged before me on this 27 day of May, 2025
By Nick Bowden

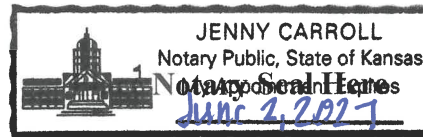
An individual acting in their own right;

CEO of Replica, Inc.
Title Corporation/Company
a Delaware Corporation, on behalf of the corporation.
State

Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced ID as identification and who (did/did not) take an oath.

Jenny Carroll
Signature of Person Taking Acknowledgment



In lieu of Stamp: Jenny Carroll
Type or Print Name

Senior HR Business Partner
Title

June 2, 2027
Expiration Date

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS**

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: N/A

Address: N/A

City, State, & Zip Code: N/A

Company Name: N/A

Address: N/A

City, State, & Zip Code: N/A

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Bidder's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Bidder's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by paragraph 1;
4. Notify all employees, in writing, of the statement required by paragraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the BMPO in writing within ten calendar days after receiving notice under subdivision 4(a) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under paragraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs 1 through 6.

Firm: REPULICA, Inc.
(Please print or type)

By: Nick Bowen
Authorized Signature

NICK BOWEN
Name of Authorized Signature

5/25/25
Date

**Affix Corporate Seal
(If Applicable)**

Johnson
County Of
Kansas
State Of

The foregoing instrument was acknowledged before me on this 27 day of May, 2016
By Nick Bowen

An individual acting in their own right;
 CEO of Replica, Inc.
Title Corporation/Company
a Delaware Corporation, on behalf of the corporation.
State

Acknowledging partner/agent on behalf of _____
a partnership. Name of partnership

This person is personally known me or has produced ID as identification and who (did/did not) take an oath.

Jenny Carroll
Signature of Person Taking Acknowledgment

Place Notary Seal Here

In lieu of Stamp: Jenny Carroll
Type or Print Name

Senior HR Business Partner
Title

June 2, 2017
Expiration Date

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF BROWARD }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum that my organization may receive as a result of this Solicitation will be paid to any employees of the BMPO, its elected officials, and/or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Nick Bowden
Title: CEO

STATE OF ~~FLORIDA~~ Kansas)
Johnson) COUNTY)
)

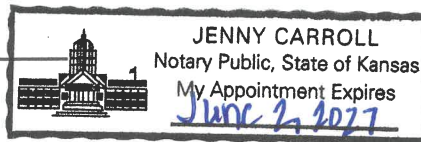
The foregoing document was sworn to and subscribed before me by Nick Bowden by means of [] physical presence or [] online notarization, and are personally know to me or have produced ID as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27 DAY OF May, 2025.

Jenny Carroll
Notary Public Signature

Jenny Carroll
Notary Public Printed Signature

Notary Stamp Seal



**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-COLLUSION AFFIDAVIT

State of Kansas)
County of Johnson) SS:

being first duly sworn, deposes and says that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:
- (3) Such Proposal is genuine and is not collusive or a sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices, or to fix any overhead, profit, or cost elements of the price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) Any hourly rates quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____
Witness Jerry Carroll
Jerry Carroll
Witness

By: Nick Bowdoin
Printed Name: Nick Bowdoin
Title: CEO

ACKNOWLEDGMENT

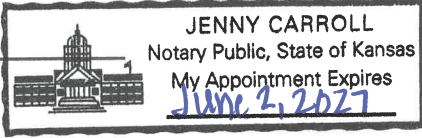
STATE OF FLORIDA KANSAS)
JOHNSON COUNTY)

The foregoing document was sworn to and subscribed before me by WILL BOWDEN by means of [] physical presence or [] online notarization, and are personally know to me or have produced ID as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21 DAY OF May, 2025.

Jenny Carroll
Notary Public Signature

Jenny Carroll
Notary Public Printed Signature

Notary Stamp Seal 

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the Broward Metropolitan Planning Organization. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: Mick Bowden

Title: CEO

STATE OF ~~FLORIDA~~ Kansas)
Johnson COUNTY)

The foregoing document was sworn to and subscribed before me by Mick Bowden by means of physical presence or online notarization, and are personally know to me or have produced ID as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21 DAY OF May, 2025.

Jenny Carroll
Notary Public Signature

Jenny Carroll
Notary Public Printed Signature

Notary Stamp Seal 

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Nick Bawdell of REPLICA, Inc, the PROPOSER that has submitted the attached Proposal;
2.
 - a. Below is a list and description of any relationships, professional, financial or otherwise that PROPOSER may have with the BMPO, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past two (2) years.
 - b. Additionally, the PROPOSER agrees and understands that PROPOSER shall give the BMPO written notice of any other relationships professional, financial or otherwise that PROPOSER enters into with the BMPO its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "Not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

INDEPENDENCE AFFIDAVIT
(CONTINUED)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in the RFP.

Nick Bowden
Signature (ink only)

NICK BOWDEN (CORPORATE SEAL)
Print Name

CEO
Title

5/25/25
Date

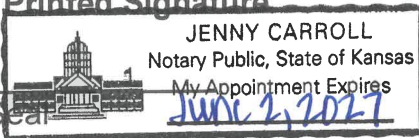
STATE OF ~~FLORIDA~~ KANSAS)
Johnson COUNTY)

The foregoing document was sworn to and subscribed before me by Nick Bowden by means of physical presence or [] online notarization, and are personally know to me or have produced ID as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21 DAY OF May, 2025.

Jenny Carroll
Notary Public Signature

Jenny Carroll
Notary Public Printed Signature

Notary Stamp Seal 

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

ACCURACY OF PROPOSAL CERTIFICATION

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in support of its Proposal are true and accurate. Failure by PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is HICK BOWDEN of REPLICA, INC., the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACCURACY OF PROPOSAL CERTIFICATION
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Nick Bowden
Signature

Nick Bowden (CORPORATE SEAL)
Print Name

CEO
Title

5/25/25
Date

STATE OF ~~FLORIDA~~ Kansas)
Johnson COUNTY)

The foregoing document was sworn to and subscribed before me by Nick Bowden by means of physical presence or [] online notarization, and are personally know to me or have produced ID as identification and who did take an oath.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21 DAY OF May, 2025.

Jenny Carroll
Notary Public Signature

Jenny Carroll
Notary Public Printed Signature

Notary Stamp Seal 

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LIST

ANTICIPATED DBE PARTICIPATION STATEMENT

RFP Number: 26-01

Contractor's Name: REPLICA, INC.

Contractor's FEID Number: 83-3669741

Expected amount of contract dollars to be subcontracted to DBE(s): \$ 0

OR

It is our intent to subcontract 0 % of the contract dollars to DBE(s). Listed, below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u> <u>Percentage</u>	<u>Type/Specialty Work</u>	<u>Dollar Amount/</u>
<u>N/A</u>		

Submitted by: Frank M. Johnson Title: VP, STATE + LOCAL GOVT
(Type or Print)

Date: 6-2-2025

Note: This information is used to track and report anticipated DBE participation in BMPO contracts. The anticipated DBE amount will not become part of the contractual terms.

BID OPPORTUNITY LIST FOR PROFESSIONAL CONTRACTUAL SERVICES,
AND COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor / Prime Consultant: PLAICA INC.
Address/Telephone Number: 3610 W. 95TH ST., LEAWOOD, KS 66206
RFP Number/Advertisement Number: 26-01

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on BMPO contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on BMPO projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific BMPO project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7 and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: 83-3669741 6. DBE 8. Annual Gross Receipts:
2. Firm Name: PLAICA, INC. Non-DBE Less than \$1 Million
3. Phone: 712-310-1963 Between \$1- \$5 Million
4. Address: 3610 W. 95TH ST. Between \$5- \$10 Million
LEAWOOD, KS 66206 Between \$10-\$15Million
 More than \$15 Million
7. Sub-contractor
5. Year Firm Established: 2019 Sub-consultant

1. Federal Tax ID Number: _____ 6. DBE 8. Annual Gross Receipts:
2. Firm Name: _____ Non-DBE Less than \$1 Million
3. Phone: _____ Between \$1- \$5 Million
4. Address: _____ Between \$5- \$10 Million
_____ Between \$10-\$15Million
_____ More than \$15 Million
7. Sub-contractor
5. Year Firm Established: _____ Sub-consultant

1. Federal Tax ID Number: _____ 6. DBE 8. Annual Gross Receipts:
2. Firm Name: _____ Non-DBE Less than \$1 Million
3. Phone: _____ Between \$1- \$5 Million
4. Address: _____ Between \$5- \$10 Million
_____ Between \$10-\$15Million
_____ More than \$15 Million
7. Sub-contractor
5. Year Firm Established: _____ Sub-consultant

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR: REQUEST FOR PROPOSALS – RFP
FAILURE TO COMPLETE, SIGN AND RETURN THE DBE PARTICIPATION STATEMENT
AND BID OPPORTUNITY LIST MAY DEEM YOUR PROPOSAL NON-RESPONSIVE

FDOT FORMS REQUIRED TO BE COMPLETED AND INCLUDED WITH SUBMITTALS

Forms

FDOT Form No. 375-030-60 Vendor Certification Regarding Scrutinized Companies Lists

FDOT Form No. 375-030-30 Truth in Negotiation Certificate

FDOT Form No. 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

FDOT Form No. 375-030-33 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts

FDOT Form No. 375-030-34 Disclosure of Lobbying Activities

FDOT Form No. 375-031-06 E-Verify

FDOT Form No. 375-031-01 Affidavit Regarding Labor and Services

Note: Forms are available mostly in Word format at the following website:


<https://www.fdot.gov/procurement/formmenu.shtm>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: REPLICA, INC.
Vendor FEIN: 83-3669741
Vendor's Authorized Representative Name and Title: SEAN JOHNSON, VP
Address: 3610 W. 95TH ST.
City: LEWISWOOD State: KS Zip: 66206
Phone Number: 712-310-1963
Email Address: SEAN@REPLICAHQ.COM

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: 
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: SEAN M. JOHNSON, VP
Date: 6-3-2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

REPICA INC.

Name of Consultant

By:

[Signature]

SEAN M. JOHNSON

6-3-2025

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: REPLICA, INC.
 By: Sean M. Johnson / [Signature]
 Date: 6-2-2025
 Title: VP, STATE + LOCAL

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: RETALICA, INC.

By: GEAR M. JOHNSON Date: 6-3-2025

Authorized Signature: [Signature]

Title: VP, STATE + LOCAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/25

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>NAICA, INC.</u> <u>3610 W. 95TH ST.</u> <u>LENWOOD, KS 66206</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ Assistance Listing Number (ALN), if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>[Signature]</u> Print Name: <u>SEAN M. JOHNSON</u> Title: <u>VP, STATE + LOCAL</u> Telephone No.: <u>712-310-1963</u> Date (mm/dd/yyyy): <u>06/03/2025</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
E-VERIFY

375-031-06
PROCUREMENT
OGC - 10/21

Contract No: RFQ No. 26-01

Financial Project No(s): _____

Project Description: CELLPHONE / LOCATION - BASED SERVICES DATA

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: REPLICA, INC.

Authorized Signature: 

Title: VP, STATE + LOCAL

Date: 06/03/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: REPUCA INC.
Address: 3610 W. 9TH ST., LEAWOOD, KS 66206
Phone Number: 712-310-1963
Authorized Representative's Name: NICK BOWDET
Authorized Representative's Title: CEO
Email Address: NICK@REPUCAHR.COM

AFFIDAVIT

I, insert nongovernmental entity's authorized representative name, as authorized representative attest that insert nongovernmental entity's name does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Nick Bowdet Date 6/3/25
(Signature of authorized representative)

STATE Kansas
COUNTY OF Johnson
Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 3rd day of June, 2025 (year), by
Jenny Carroll
Notary Public
Commission Expires June 2, 2027
Personally Known OR Produced Identification
Type of Identification Produced



EXHIBIT “C”

BMPO INVOICE FORM

Note: The Contractor Invoice Template attached is in a PDF format. The Template shall be provided in an Excel format after award to the selected Contractor.

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CONSULTANT NAME
Street Address
City, State, Zip Code
Telephone #

Consultant LOGO

INVOICE

Bill To:

Broward Metropolitan Planning Organization (BMPO)
 100 West Cypress Creek Road, 6th Floor, Suite 650
 Fort Lauderdale, FL 33309
 (954) 876-0033
 Email: accountspayable@browardmpo.org
 BMPO Project Manager: _____

Invoice Date: _____

Invoice No.: _____

BMPO P.O. #: _____

Project Name and Description: _____

Invoice Service Period	Contract Number	Contract Execution Date	Contract End Date
-			

Task no.	Task name	Budgeted amount	Percent previously billed	Percent complete this period	Percent complete to date	Complete	Previously billed	Billed this period	Remaining budget
1	Project Management	\$ 1,000.00	10.0%	10.0%	20.0%	No	\$ 100.00	\$ 100.00	\$ 800.00
2	Task 2		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
3	Task 3		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
4	Task 4		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
5	Task 5		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
6	Task 6		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
7	Task 7		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
8	Task 8		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
9	Task 9		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
10	Task 10		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
11	Task 11		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
12	Task 12		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
13	Task 13		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
14	Task 14		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
15	Task 15		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
16	Task 16		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
17	Task 17		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
18	Task 18		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
19	Task 19		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
20	Task 20		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$ -	\$ -
Totals:		\$ 1,000.00					\$ 100.00	\$ 100.00	\$ 800.00

Total Amount Due: \$ 100.00

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Authorized Signature: _____

Name Printed: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REPORTING

CONSULTANT NAME

Street Address

City, State, Zip Code

Telephone #

Consultant LOGO

Service Period **1/0/00 - 1/0/00**

DBE Contract Amount: **\$ 100.00**

DBE Firm Name	Amount Allocated	Notes
Company ABC	\$ 100.00	
Company Name B		
Company Name C		
Company Name D		
Company Name E		
Company Name F		
Company Name G		
Company Name H		
Company Name I		
Company Name J		

Total DBE Allocated: \$ 100.00

DBE Firm	Amount allocated	Percent previously billed	Percent billed this period	Percent billed to date	Amount previously billed	Amount billed this period	Amount billed to date	Amount remaining
Company ABC	\$ 100.00	50.0%	50.0%	100.0%	\$ 50.00	\$50.00	\$ 100.00	\$ -
Company Name B	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name C	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name D	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name E	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name F	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name G	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name H	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name I	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Company Name J	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	\$0.00	\$ -	\$ -
Totals:	\$ 100.00				\$ 50.00	\$ 50.00	\$ 100.00	\$ -

INVOICE TASK DETAIL

Task No:	1
Task Name:	Project Management

Budgeted Amount	\$ 1,000.00	100.0%
Previously billed	\$ (100.00)	-10.0%
Billed this period	\$ (100.00)	-10.0%
Remaining Budget	\$ 800.00	80.0%

Percent complete:	20.0%
--------------------------	--------------

Billed this period details:

Salary Costs:

Notes:

Prime Consultant Name	\$ 50.00	
Sub-Consultant 1	\$ 50.00	DBE Firm
Sub-Consultant 2	\$ -	
Sub-Consultant 3	\$ -	
Sub-Consultant 4	\$ -	
Sub-Consultant 5	\$ -	
Sub-Consultant 6	\$ -	
Sub-Consultant 7	\$ -	

Other Direct Expense:

Notes:

Travel	\$ -	
Equipment	\$ -	
Materials	\$ -	
Other	\$ -	

Billed this period	\$ 100.00	
---------------------------	------------------	--

Progress Report:

In this space, provide a narrative of the work performed this period towards completing the deliverable(s) for this Task according to the contract scope of service. Do not use acronyms and explain any technical jargon. Make sure the narrative is viewable by resizing the cell if needed.

You must include one of the following in this space:

1. **Progress report narrative** - including sub-consultant work included on this invoice.
2. **See attached progress report** - add a separate document detailing the progress.
3. **No work this period** - there are no charges for the task as shown in the \$0 "Billed this period" line above.
4. **Task complete** - all work and billing on this Task is completed.

ATTACHMENT “A”

BMPO NON-DISCRIMINATION REQUIREMENTS

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NON-DISCRIMINATION REQUIREMENTS

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.

- (6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (7) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, also where consultant work items include assessing or planning pedestrian rights of way, it will follow the [FDOT Design Manual](#) or [Florida GreenBook](#), as applicable; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)”

(8) Non-Discrimination Language for the Public: The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact*

_____ at _____
or 711 (for hearing impaired). Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least _____ days in advance.

(9) Cooperation with MPO Oversight: The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.



Consent Item 2.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO APPROVE the 2026 Broward MPO Federal and State Legislative Priorities

WHAT THIS ACTION ACCOMPLISHES:

Approval of this action will finalize and set the MPO's Federal and State legislative priorities for 2026.

SUMMARY EXPLANATION/BACKGROUND:

Each year, the Broward MPO sets Federal and State legislative priorities to guide the upcoming year of its legislative initiatives program. The goal of this program is to achieve policy outcomes from Washington and Tallahassee that are favorable to the Broward MPO and the Broward region.

During the past few months, the Broward MPO has engaged with local, State, and national partners to establish an updated list of Federal and State legislative priorities for 2026. The 2026 Federal and State legislative priorities build on the progress made during past years and address current issues facing the MPO both at the Federal and State level. Key themes for this upcoming fiscal year include: securing funding to build and maintain critical infrastructure, preparing our systems for new and emerging technologies, and promoting policies in both Washington and Tallahassee to improve safety and foster economic development in Broward.

The proposed 2026 Federal and State legislative priorities are provided in the Attachment. MPO staff will be available to address any questions or comments at the upcoming meeting.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends approval of the 2026 Federal and State legislative priorities.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Paul Calvaresi at (954) 876-0037 or calvaresip@browardmpo.org.

Attachments

Federal & State Legislative Priorities Fiscal Year 2026

FEDERAL LEGISLATIVE PRIORITIES FISCAL YEAR 2026

The Broward MPO supports federal policies that will make the region safer and more sustainable, accessible, and dynamic for both new and existing residents and businesses. The Broward MPO's goals in the federal legislative space include efforts to reduce fatalities and emissions while making transportation options available, accessible, and affordable. The Broward MPO will work to achieve these goals by pursuing targeted federal funding opportunities with the support of its congressional delegation, particularly in advance of the upcoming surface transportation reauthorization (STR) next year. Advocacy priorities include support for:

SAFE & HARDENING INFRASTRUCTURE

At a time when pedestrian fatalities are trending upward and aging transportation infrastructure does not meet modern needs, the Broward MPO understands that it must take innovative approaches in designing transportation systems that benefit not only the pedestrians that use them, but the surrounding real estate as well. The Broward MPO will work with congressional and Administration policymakers to ensure that its priorities are reflected in relevant federal transportation initiatives, and will specifically prioritize the following actions.

- Pursuing competitive funding, and fostering political support among congressional delegation members for various pedestrian safety, infrastructure hardening, and complimentary transportation development initiatives.
 -
- Advocate for permitting reform policies that will enable timely project delivery and factor in important environmental considerations.
- Work with federal and state officials to ensure federal formula allocations and discretionary awards are drawn-down timely (ex. Metropolitan Planning Formula grant program).

FUNDING FLEXIBILITY

- Pursue adoption of Community Funded Projects by delegation members and relevant appropriations subcommittee bills in the annual appropriations process.
- Promote inclusion of appropriation and STR report language to reflect MPO's transportation priorities.
-

SURFACE TRANSPORTATION REAUTHORIZATION

- Increase Planning Funds to Meet Federal Planning Requirements—Planning is the foundation of effective, efficient project delivery. Despite expanding responsibilities, PL funds remain below 1% of total formula dollars. At the Broward MPO, we are responsible for efforts such as freight coordination, congestion management, and economic development, to name a few responsibilities. These activities require sophisticated modeling, public engagement, and

interagency coordination. We encourage an increase in the total amount of metropolitan planning funds and an increase in the federal share to adequately meet the needs of the evolving role of MPOs. These funds empower MPOs to plan for transportation systems that are responsive to the needs of our communities, fostering economic growth, safety, and mobility.

- Reducing Local Match for Federal Transportation Programs—The Broward MPO is tasked with developing federally required transportation blueprints that guide billions in public investment and are central to meeting national performance goals. Yet, we must secure local funds just to access the planning resources needed to carry out these obligations. For our region, including this requirement poses a recurring challenge. By reducing local match requirements for federal transportation funds, we aim to give MPOs the flexibility to address critical infrastructure needs. Reducing match requirements supports rural and economically distressed communities that struggle to access critical federal funds.
- Allowing for Carryover of Federal Funds—Many of the Broward MPO’s projects, such as Long Range Plans, capacity projects, and freight enhancement, require extensive coordination and span multiple fiscal years. Often times, these critical efforts do not align neatly with the federal fiscal calendar. Allowing the carryover of federal funds from one fiscal year to the next ensures uninterrupted progress on essential long-term projects, promoting consistent infrastructure improvements that enhance safety, mobility, and economic vitality for residents.
- Shifting Certain Discretionary Funding to Formula Funding— While competitive grants like RAISE, SS4A, SMART, etc. are valuable, the Broward MPO often lacks the financial resources needed for extensive grant applications. A shift to formula-based funding for certain federal programs ensures a more predictable and equitable distribution of resources, allowing MPOs to strategically plan for the long-term growth of their communities.

STATE LEGISLATIVE PRIORITIES FISCAL YEAR 2026

The Broward MPO supports efforts to develop, maintain, and rehabilitate infrastructure, further enhancing the region's ability to maintain quality of life for existing residents and businesses, and to attract new businesses and residents. The Broward MPO continues to support safety improvements leading to zero fatalities and injuries, smart growth decisions and principles, expanded mobility and access, and a net-zero carbon future with clean, reliable, and affordable transportation options.

SAFETY & INFRASTRUCTURE HARDENING

- Expand regulations on distracted driving.
- Improvement of electrical grid, including increased capacity to accommodate electric vehicle charging stations, and addressing hardening concerns through hardening measures, such as undergrounding of powerlines.
- Consider adopting legislation, regulations and standards implemented by other states and countries that reduce pedestrian and cycling fatalities and encourage a transition to facilitate the development of transportation alternatives.
- Encourage FDOT to fast-track safety projects.
- Add funding for MPOs to conduct driver, pedestrian, and cycling safety educational campaigns.
- Encourage legislation to provide resources to update and modernize utility poles.

FUNDING FLEXIBILITY

- Greater flexibility is needed within existing State funding programs to maximize efficient use of resources and allow for the transportation investments necessary to serve our rapidly growing urbanized area and support economic growth within our region.
- Restore funding previously diverted into the Strategic Intermodal System (SIS) to MPOs located within Transportation Management Areas (TMAs) for direct MPO programming. The State may still require this funding be used on projects which support or enhance the SIS.
- Allow direct MPO programming of funds allocated through the Transportation Regional Incentive Program (TRIP) within TMAs.
- Ensure full funding for transportation infrastructure projects includes funds for landscaping, lighting, and aesthetics.

MPO EXPANSION

- Remove State restrictions on MPOs board voting memberships and oppose any efforts to reduce voting membership below 25 members.
- Allow Metropolitan Planning Organizations to conduct virtual meetings.
- Encourage MPO independence from host agencies.



Consent Item 3.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO ACCEPT the Executive Committee Recommendations Regarding General Counsel Performance Review

WHAT THIS ACTION ACCOMPLISHES:

The Rules of the Broward MPO currently state that the General Counsel shall be evaluated annually by the Executive Committee. The results of this evaluation will then be presented to the MPO Board for approval.

SUMMARY EXPLANATION/BACKGROUND:

Legal services for the Broward MPO are currently provided by the law firm of Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. The agreement for these services was entered into on March 12, 2007, and attorney Alan L. Gabriel was appointed to serve as General Counsel to the MPO. For the agreement between the MPO and Weiss Serota, please see Attachment 1.

Section 11.0 of the Rules of the Broward MPO requires the MPO General Counsel to be evaluated annually by members of the MPO's Executive Committee. The results of this evaluation, along with any recommendations, shall be brought before the MPO Board for review and approval. For more information, please see the following excerpt of the Rules pertaining to the General Counsel and their duties:

11.0 General Counsel

11.01 The General Counsel shall serve as chief legal advisor to the BMPO, the Executive Director and BMPO Staff.

11.02 The Board shall appoint and hire the General Counsel. The compensation of the General Counsel shall be fixed by the Board.

11.03 The General Counsel shall represent the BMPO in all legal proceedings and perform such other related duties as the Board may deem necessary.

11.04 The General Counsel shall be evaluated annually by the Executive Committee. The results of this evaluation, along with recommendations from the Executive Committee, will be presented to the Board at the next scheduled Board meeting for review and approval.

The Members of the Executive Committee met to discuss and evaluate the performance of the MPO's General Counsel at the Executive Committee meeting on June 12, 2025. Mr. Gabriel can either be reviewed and rated satisfactory or unsatisfactory. All evaluations received from Members of the Executive Committee found Mr. Gabriel's performance **Satisfactory**. No increase in compensation is provided by the annual review process. For the compiled performance evaluations, please see Attachment 2.

COMMITTEE RECOMMENDATION(S):

Based on the results of the evaluation on June 12, 2025, the Executive Committee recommended that attorney Alan Gabriel continue as the MPO's General Counsel. The evaluations are as follows:

- Chair Colbourne: Satisfactory
- Vice Chair Cooper: Satisfactory
- Deputy Vice Chair Jaffe: Satisfactory
- Member Furr: Satisfactory
- Member Fadgen: Satisfactory
- Member Good: Satisfactory
- Member Walker: Satisfactory

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or caletkab@browardmpo.org.

Attachments

1. Amended Engagement Proposal of Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
 2. Compiled 2024-2025 Evaluations of General Counsel Alan Gabriel
-

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.A.

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MITCHELL J. BURNSTEIN
JAMIE ALAN COLE
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LAURA K. WENDELL*
JAMES E. WHITE
CLINTON A. WRIGHT III*

March 12, 2007

Broward County Metropolitan Planning Organization
Roger Del Rio, Acting Director
115 South Andrews Avenue – Room 329H
Fort Lauderdale, FL 33301

Re: Amended Engagement Proposal of Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.

Dear Mr. Del Rio:

We are pleased that the Board of the Broward County Metropolitan Planning Organization wishes to consider our Firm to serve as Legal Counsel for the Broward County Metropolitan Planning Organization (hereinafter referred to as the "Broward MPO"). From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services and the manner in which our fees for those services will be paid.

1. Nature of Legal Services. As Legal Counsel for the Broward MPO, we will be responsible for all Broward MPO's legal matters.

2. Fees for Services. The Firm will attend all Broward MPO regularly scheduled Board meetings (which include ten per year) and two scheduled SEFTC meetings for a flat fee of \$10,000.00 per calendar year. This flat fee shall include attendance at the regularly scheduled Board meetings and will include the review of the Agenda and Agenda back-up materials. For all other legal services, to be provided upon request, you will be charged and agree to pay for services at the rate of \$195.00 per hour for all attorneys, together with applicable taxes, if any. It is anticipated that Alan L. Gabriel will have primary responsibility for this matter, and that he will call upon the services of other Firm attorneys as needed. In the absence of Mr. Gabriel, only senior firm attorneys will attend MPO Board meetings. The flat fee and hourly rate shall increase by the CPI annually on the anniversary date of this agreement. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.

3. Costs. In addition to the attorneys fees discussed in paragraph 2, the Firm will add a 2.5% administrative fee to each bill to cover administrative costs such as delivery charges, long distance telephone charges, photocopies (xerox), postage, faxes, and computer research expenses. Non-incidentals costs such as court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, expert fees, trial/hearing exhibit costs, investigation costs, and applicable lobbyist registration fees, will continue to be itemized and billed.

4. Payment of Fees and Costs. Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion, to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time.

5. Termination of Representation. We will serve at the pleasure of the Broward MPO Board and may be terminated at any time.

6. Representation of Other Clients. We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation.

7. Commencement of Representation. Upon the Board's approval, we will serve in the capacity as Legal Counsel for the Broward MPO.

Broward County Metropolitan Planning Organization
March 12, 2007
Page 3

We appreciate your confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.


Very truly yours,

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.A.

By: 
Alan L. Gabriel

AGREED AND ACCEPTED on March 8, 2007

**BROWARD COUNTY METROPOLITAN PLANNING
ORGANIZATION**

By: 
Mayor Richard J. Kaplan
Broward County Metropolitan Planning
Organization Chair

CC: The Honorable Mayor Armstrong,
Selection Committee Chair
400 N. W. 73rd Avenue
Plantation, FL 33317-1678

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.A.

2024 - 2025

EVALUATION OF GENERAL COUNSEL ALAN GABRIEL

Date:

Reviewer Name:

Yvette Colbourn e

INSTRUCTIONS: This form will be completed annually by the Broward Metropolitan Planning Organization's Executive Committee Members. The Executive Committee may also ask the General Counsel to complete a self-appraisal.

Make an explanatory comment to support your rating of Satisfactory or Unsatisfactory. Where possible, cite specific examples of behavior that led to the rating.

If performance does not meet expectations, list specific goals for improvement and the date you expect them to be achieved.

Once the review has been conducted, a copy is given to the General Counsel and a copy is retained by the MPO. The results may be published in an agenda item for MPO Board members to review.

Has the General Counsel's job performance during this annual review period been Satisfactory Unsatisfactory ?

Comments (Optional):

See attached

Yvette Colbourn e, Chair
Printed Name

Yvette Colbourn e
Executive Board Member

6/11/2025

Move People & Goods | Create Jobs | Strengthen Communities

BrowardMPO.org

Broward
MPO
Metropolitan Planning Organization

Review of FY 25 – for Executive Gregory Stuart Director and General Counsel Alan Gabriel

It is always important to note that the Executive Director and the General Counsel are the only two contract employees of the Broward MPO. We are each responsible for ensuring that the Board's interests are best served and remain well represented. This is a true partnership, the Executive Director and the General Counsel are in constant contact about issues most important to the Board.

FY 23-24, the Executive Director, with the support of the General Counsel, recognized the importance of staff resources to both apply for and administer discretionary grants available as part of the newly adopted infrastructure bill. At the same time USDOT began to develop applications for the discretionary.

FY 25, the Executive Director, with the support of the General Counsel, reviewed the available discretionary grants and organized the planning and legal staff to support an effort to capture the maximum discretionary grant funds to improve the lives of our two million residents. All the grants mentioned below required detailed intergovernmental agreements to pursue discretionary funding, including agreeing to and providing matching funds.

Working together with the City of Sunrise, City of Coconut Creek, District IV of the Florida Department of Transportation, the MPO secured Congressional directed spending (EAR Marks). These EAR Marks are being administered by the MPO.

The MPO was extremely successful at applying for and being awarded the following Grants: Railroad Crossing Elimination Program (Cities of Deerfield Beach, Pompano Beach, Wilton Manors, Fort Lauderdale, Dania Beach, Hollywood, Hallandale Beach, and Broward County Government), Thriving Communities, Strengthening Mobility and Revolutionizing Transportation (SMART), Charging and Fueling Infrastructure, Prioritizing Process Pilot Program, Safe Streets 4 All (with Broward County), and Reconnecting Communities (with Fort Lauderdale).

Four additional Federal Transit Administration Grant programs for: Pembroke Pines, SE 17th Street and the Josh Lee mobility hubs and Fare Interoperability Ridership Card Program have been completed planning and are going into implementation for FY 26. All the projects mentioned are being administered and managed by the Broward MPO.

At the end of FY 25 the MPO addressed all the MPO's core products to be following the President's Executive Orders and our agencies work is identified by FDOT and FHWA as the national best practice.

2024 - 2025

EVALUATION OF GENERAL COUNSEL ALAN GABRIEL

Date:

Reviewer Name:

INSTRUCTIONS: This form will be completed annually by the Broward Metropolitan Planning Organization's Executive Committee Members. The Executive Committee may also ask the General Counsel to complete a self-appraisal.

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Has the General Counsel's job performance during this annual review period been Satisfactory Unsatisfactory ?

Comments (Optional):

Mr Gabriel,
Has been extremely professional +
responsive to our Board needs +



Printed Name



Executive Board Member

Move People & Goods | Create Jobs | Strengthen Communities

BrowardMPO.org



2024 - 2025

EVALUATION OF GENERAL COUNSEL ALAN GABRIEL

Date: 6-10-2025

Reviewer Name: Councilmember FAUGEN

INSTRUCTIONS: This form will be completed annually by the Broward Metropolitan Planning Organization's Executive Committee Members. The Executive Committee may also ask the General Counsel to complete a self-appraisal.

Make an explanatory comment to support your rating of Satisfactory or Unsatisfactory. Where possible, cite specific examples of behavior that led to the rating.

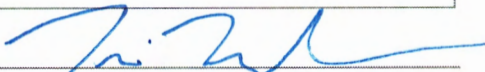
If performance does not meet expectations, list specific goals for improvement and the date you expect them to be achieved.

Once the review has been conducted, a copy is given to the General Counsel and a copy is retained by the MPO. The results may be published in an agenda item for MPO Board members to review.

Has the General Counsel's job performance during this annual review period been Satisfactory Unsatisfactory ?

Comments (Optional):

Timothy J. FAUGEN
Printed Name


Executive Board Member

2024 - 2025

EVALUATION OF GENERAL COUNSEL ALAN GABRIEL

Date:

Reviewer Name:

INSTRUCTIONS: This form will be completed annually by the Broward Metropolitan Planning Organization's Executive Committee Members. The Executive Committee may also ask the General Counsel to complete a self-appraisal.

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Once the review has been conducted, a copy is given to the General Counsel and a copy is retained by the MPO. The results may be published in an agenda item for MPO Board members to review.

Has the General Counsel's job performance during this annual review period been Satisfactory Unsatisfactory ?

Comments (Optional):

Excellent work. With all of the different masters to please, you manage to do it well. Thanks!


Printed Name


Executive Board Member

2024 – 2025

EVALUATION OF GENERAL COUNSEL ALAN GABRIEL

Date:

Reviewer Name:

INSTRUCTIONS: This form will be completed annually by the Broward Metropolitan Planning Organization's Executive Committee Members. The Executive Committee may also ask the General Counsel to complete a self-appraisal.

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Has the General Counsel's job performance during this annual review period been Satisfactory Unsatisfactory ?

Comments (Optional):

Shows knowledge of LEGAL TRANSPORTATION ISSUES.

Tom Good
Printed Name


Executive Board Member

Debora Blaszak

From: Bryan Caletka
Sent: Wednesday, April 23, 2025 11:37 AM
To: Derek Brown; Debora Blaszak; Rebecca N. Schultz; Carl Ema
Subject: Fw: Annual Evaluations
Attachments: Stuart Gabriel Eval's.docx; BMPO_ExecutiveDirectorReviewForm_2024-2025.pdf; BMPO_GeneralCounselReviewForm_2024-2025.pdf

We got our first set of evaluations.
-Bryan

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From: Byron L. Jaffe <BJaffe@westonfl.org>
Sent: Wednesday, April 23, 2025 11:31:07 AM
To: Bryan Caletka <caletkab@browardmpo.org>
Subject: Re: Annual Evaluations

Hello Bryan,

All evaluation's are satisfactory (really excellent) and I have attached additional comments to be added.

Thank you ,
Byron



Byron L. Jaffe
City Commissioner

P: (954) 385-2000
www.westonfl.org
17200 Royal Palm Blvd., Weston, Florida 33326



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On Apr 14, 2025, at 8:44 AM, Bryan Caletka <caletkab@browardmpo.org> wrote:

Greg Stuart Evaluation 2024-2025

Under Mr. Stuart's guidance, the Broward MPO has prioritized multimodal transportation solutions, emphasizing the integration of roadways, public transit, biking, and pedestrian pathways. His strategic approach has fostered collaboration among regional MPOs in Miami-Dade and Palm Beach counties, ensuring cohesive transportation planning across South Florida.

Many new programs and projects that benefit the transportation needs of the county have come to fruition and completion under Mr. Stuart's leadership. Additionally, besides leading his employees, he is an excellent communicator with his Board members and continuously keeps us informed of every project and issues that affect the county's transportation system.

I have thoroughly enjoyed working with Mr. Stuart and being a part of the Broward MPO for the last 8 years.

Alan Gabriel Evaluation 2024-2025

Mr. Gabriel's extensive legal guidance on transportation planning, land use, contracts and governance matters has been extremely beneficial in assisting me in my role as a Board Member.

His knowledge of all matters that come before the board is extremely important and provides the confidence to us that all matters of legal governance are covered. This brings confidence to us when we are voting on many different and complicated matters.

I value his expertise, guidance and leadership, and have thoroughly enjoyed working with Mr. Gabriel for the last eight years.

2024 - 2025

EVALUATION OF GENERAL COUNSEL ALAN GABRIEL

Date: *6/11/25*

Reviewer Name: *Richard Walker*

INSTRUCTIONS: This form will be completed annually by the Broward Metropolitan Planning Organization's Executive Committee Members. The Executive Committee may also ask the General Counsel to complete a self-appraisal.

Make an explanatory comment to support your rating of Satisfactory or Unsatisfactory. Where possible, cite specific examples of behavior that led to the rating.

If performance does not meet expectations, list specific goals for improvement and the date you expect them to be achieved.

Once the review has been conducted, a copy is given to the General Counsel and a copy is retained by the MPO. The results may be published in an agenda item for MPO Board members to review.

Has the General Counsel's job performance during this annual review period been Satisfactory Unsatisfactory ?

Comments (Optional):

Richard Walker
Printed Name

[Signature]
Executive Board Member

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BrowardMPO.org



Evaluation of General Counsel, Alan Gabriel

Name	Satisfactory/Unsatisfactory	Confirm - Yes/No
Colbourne, Yvette	Satisfactory	Y
Cooper, Joy	Satisfactory	Y
Fadgen, Tim	Satisfactory	Y
Furr, Beam	Satisfactory	Y
Good, Thomas	Satisfactory	Y
Jaffe, Byron	Satisfactory	Y
Walker, Rich	Satisfactory	Y

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO ACCEPT the Executive Committee Recommendation Regarding Executive Director's Performance Review

WHAT THIS ACTION ACCOMPLISHES:

Approval of this action will be approving the Executive Committee's Satisfactory approval of Mr. Stuart's job performance for the year.

SUMMARY EXPLANATION/BACKGROUND:

At the June 12, 2025 Executive Committee meeting, the Committee Members discussed the performance review and compiled the performance reviews with each evaluator's scores and comments, which can be found in the Attachment. There are two options for a rating: Satisfactory and Unsatisfactory.

Based on this tabulation, the Executive Director received seven Satisfactory ratings from the Executive Committee Members.

COMMITTEE RECOMMENDATION(S):

The Executive Committee recommends a Satisfactory review of Mr. Stuart. The individual ratings are as follows:

Chair Colbourne: Satisfactory
Vice Chair Cooper: Satisfactory
Deputy Vice Chair Jaffe: Satisfactory
Member Furr: Satisfactory
Member Fadgen: Satisfactory
Member Good: Satisfactory
Member Walker: Satisfactory

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or caletkab@browardmpo.org.

2024 - 2025

EVALUATION OF EXECUTIVE DIRECTOR GREGORY STUART

Has the Executive Director's job performance during this annual review period been
Satisfactory Unsatisfactory ?

Comments (Optional):

See attached

Yvette Colbourne
Printed Name

Yvette Colbourne, Chair, 6/11/2025
Executive Board Member

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Review of FY 25 – for Executive Gregory Stuart Director and General Counsel Alan Gabriel

It is always important to note that the Executive Director and the General Counsel are the only two contract employees of the Broward MPO. We are each responsible for ensuring that the Board's interests are best served and remain well represented. This is a true partnership, the Executive Director and the General Counsel are in constant contact about issues most important to the Board.

FY 23-24, the Executive Director, with the support of the General Counsel, recognized the importance of staff resources to both apply for and administer discretionary grants available as part of the newly adopted infrastructure bill. At the same time USDOT began to develop applications for the discretionary.

FY 25, the Executive Director, with the support of the General Counsel, reviewed the available discretionary grants and organized the planning and legal staff to support an effort to capture the maximum discretionary grant funds to improve the lives of our two million residents. All the grants mentioned below required detailed intergovernmental agreements to pursue discretionary funding, including agreeing to and providing matching funds.

Working together with the City of Sunrise, City of Coconut Creek, District IV of the Florida Department of Transportation, the MPO secured Congressional directed spending (EAR Marks). These EAR Marks are being administered by the MPO.

The MPO was extremely successful at applying for and being awarded the following Grants: Railroad Crossing Elimination Program (Cities of Deerfield Beach, Pompano Beach, Wilton Manors, Fort Lauderdale, Dania Beach, Hollywood, Hallandale Beach, and Broward County Government), Thriving Communities, Strengthening Mobility and Revolutionizing Transportation (SMART), Charging and Fueling Infrastructure, Prioritizing Process Pilot Program, Safe Streets 4 All (with Broward County), and Reconnecting Communities (with Fort Lauderdale).

Four additional Federal Transit Administration Grant programs for: Pembroke Pines, SE 17th Street and the Josh Lee mobility hubs and Fare Interoperability Ridership Card Program have been completed planning and are going into implementation for FY 26. All the projects mentioned are being administered and managed by the Broward MPO.

At the end of FY 25 the MPO addressed all the MPO's core products to be following the President's Executive Orders and our agencies work is identified by FDOT and FHWA as the national best practice.

2024 - 2025

EVALUATION OF EXECUTIVE DIRECTOR GREGORY STUART

Has the Executive Director's job performance during this annual review period been
Satisfactory Unsatisfactory ?

Comments (Optional):

Mr. Stuart
Continues to excel in leadership
under uncertain times.
With the change in election year,
he remains as we say in USCM
"mobile" and agile."
(per intended)
He has brought to gether an amazing team
of employees + partnership
Employee retention says volume about his
leadership

Printed Name

Executive Board Member

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2024 - 2025

EVALUATION OF EXECUTIVE DIRECTOR GREGORY STUART

Has the Executive Director's job performance during this annual review period been
Satisfactory Unsatisfactory ?

Comments (Optional):

Timothy J. FROGÉN
Printed Name


Executive Board Member

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2024 - 2025

EVALUATION OF EXECUTIVE DIRECTOR GREGORY STUART

Has the Executive Director's job performance during this annual review period been
Satisfactory Unsatisfactory ?

Comments (Optional):

Mr. Stuart's knowledge of the transportation system is extremely valuable to this organization. The MPO has a solid reputation largely due his work.

Beam Furr

Printed Name

Beam Furr

Executive Board Member

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2024 - 2025

EVALUATION OF EXECUTIVE DIRECTOR GREGORY STUART

Has the Executive Director's job performance during this annual review period been
Satisfactory Unsatisfactory ?

Comments (Optional):

Demonstrates professionalism & capabilities in leading the MPO organization.

Tom Sad
Printed Name

[Signature]
Executive Board Member

Debora Blaszak

From: Bryan Caletka
Sent: Wednesday, April 23, 2025 11:37 AM
To: Derek Brown; Debora Blaszak; Rebecca N. Schultz; Carl Ema
Subject: Fw: Annual Evaluations
Attachments: Stuart Gabriel Eval's.docx; BMPO_ExecutiveDirectorReviewForm_2024-2025.pdf; BMPO_GeneralCounselReviewForm_2024-2025.pdf

We got our first set of evaluations.
-Bryan

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From: Byron L. Jaffe <BJaffe@westonfl.org>
Sent: Wednesday, April 23, 2025 11:31:07 AM
To: Bryan Caletka <caletkab@browardmpo.org>
Subject: Re: Annual Evaluations

Hello Bryan,

All evaluation's are satisfactory (really excellent) and I have attached additional comments to be added.

Thank you ,
Byron



Byron L. Jaffe
City Commissioner

P: (954) 385-2000

www.westonfl.org

17200 Royal Palm Blvd., Weston, Florida 33326



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2024 - 2025

EVALUATION OF EXECUTIVE DIRECTOR GREGORY STUART

Has the Executive Director's job performance during this annual review period been
Satisfactory Unsatisfactory ?

Comments (Optional):

Richard Walker
Printed Name


Executive Board Member

Evaluation of Executive Director, Gregory Stuart

Name	Satisfactory/Unsatisfactory	Confirm - Yes/No
Colbourne, Yvette	Satisfactory	Y
Cooper, Joy	Satisfactory	Y
Fadgen, Tim	Satisfactory	Y
Furr, Beam	Satisfactory	Y
Good, Thomas	Satisfactory	Y
Jaffe, Byron	Satisfactory	Y
Walker, Rich	Satisfactory	Y



Action Item 1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

PUBLIC MEETING AND MOTION TO APPROVE the Draft Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)

WHAT THIS ACTION ACCOMPLISHES:

Approval of this action will provide a recommendation to the MPO Board to approve the Federal, State, and locally funded transportation projects (approximately \$5.1 billion) that appear within the FY 2026-2030 TIP.

SUMMARY EXPLANATION/BACKGROUND:

The adoption of the TIP is the last stage of the MPO's annual project programming cycle. Each year, the MPO assigns project priorities as part of the approval of the List of Priority Projects (LOPP). After MPO approval, Florida Department of Transportation (FDOT) staff programs/funds as many of the high-priority projects as feasible into the State's Draft Tentative Work Program. This programming/funding by FDOT takes several months. The Work Program is then typically reviewed and approved by the MPO in October or December. Following the MPO's approval of the Work Program, along with any necessary revisions, FDOT District Four and Florida's Turnpike Enterprise finalize their respective Work Programs, typically in April each year. The MPO's TIP is then developed to reflect the projects in the final Work Programs that are based upon the MPO's approved project priorities from the LOPP, which was approved the previous year. The TIP currently being considered is based on the LOPP approved by the MPO Board in July 2024 and the Work Program approved in December 2024.

The FY 2026-2030 TIP lists 411 projects alphabetically with Federal, State, County, and local funds (totaling about \$5.1 billion) and organizes projects into 13 categories such as aviation, highways, seaport, rail, and transit. For details, please refer to the Draft FY 2026-2030 TIP posted on the Broward MPO website

at: <https://browardmpo.org/core-products/transportation-improvement-program-tip>. In addition, there are 89 projects included in the previous TIP that have "graduated" (or have been fully funded) and have moved into implementation. For detailed information on the graduated projects, please refer to Attachment 1.

Public meetings for the Draft TIP will be held at the MPO's Technical Advisory Committee and Citizens' Advisory Committee meetings on June 25, 2025 and at the MPO Board meeting on July 10, 2025 to provide the public with three opportunities to make verbal comments. For

details regarding the public meetings and public comment period for the TIP, please see Attachment 2.

We encourage you to review the Draft FY 2026-2030 TIP. At the upcoming meeting, a presentation will be made that includes an overview of the TIP. The presentation is included as Attachment 3. MPO and FDOT staff will be available at the meeting to address any questions or comments.

COMMITTEE RECOMMENDATION(S):

The Technical and Citizens' Advisory Committees recommended approval of the Draft FY 2026-2030 TIP.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends approval of the Draft FY 2026-2030 TIP.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Jihong Chen at (954) 876-0066 or chenj@browardmpo.org.

Attachments

1. Transportation Improvement Program FY 2026-2030 DRAFT Graduated Project List
 2. TIP Public Notice
 3. Transportation Improvement Program FY 2026-2030 - PowerPoint Presentation
-
-

DRAFT

Note: Revisions / amendments to this document can be found at the website below.
[BrowardMPO.org/index.php/core-products/transportation-improvement-program-tip](https://www.BrowardMPO.org/index.php/core-products/transportation-improvement-program-tip)

Core Product



Transportation Improvement Program FY 2026-2030

DRAFT Graduated Project List



Metropolitan Planning Organization

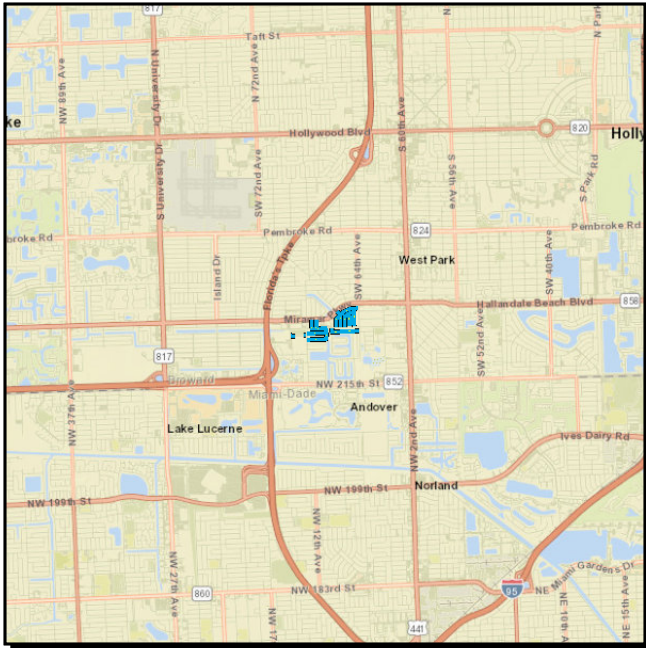
In order to track project progress and increase transparency to the public, the Broward MPO produces a list of projects that have “Graduated”, as a supplemental document to the Transportation Improvement Program (TIP). These projects were included in the last year’s TIP and are no longer carried over into the new TIP. ‘Graduated’ means that all of a project’s financial capital needs have been fulfilled and no longer requires additional funding.

Section 1 - HIGHWAYS

DRAFT

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

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: CITY OF MIRAMAR
Length: 2.261
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	SR2T	1,048,025	0	0	0	0	1,048,025
Total		1,048,025	0	0	0	0	1,048,025

Prior Year Cost: 5,000

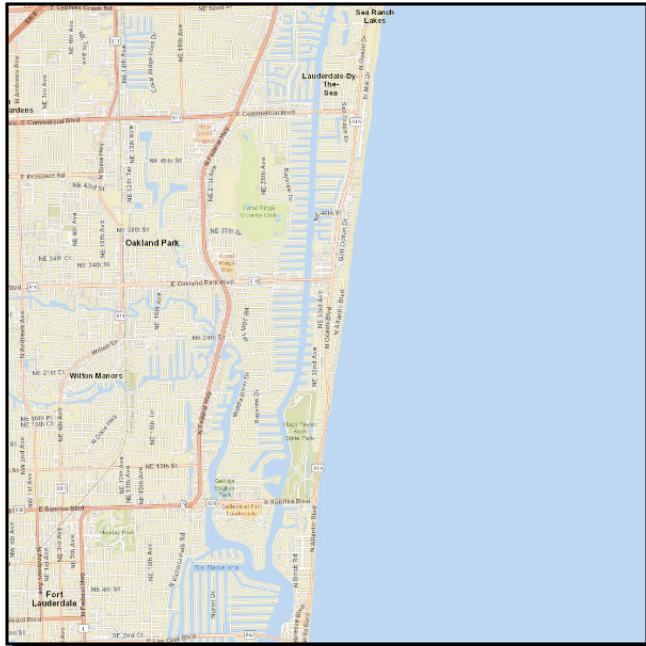
Future Year Cost:

Total Project Cost: 1,053,025

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

4525181 A1A/N OCEAN BLVD & NE 27TH ST

Non-SIS



Work Summary: TRAFFIC SIGNALS
From:
To:
Lead Agency: FDOT
Length: 0.2
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	8,456	0	0	0	0	8,456
CST	DIH	40,636	0	0	0	0	40,636
CST	SA	115,134	0	0	0	0	115,134
CST	DDR	1,477,396	0	0	0	0	1,477,396
Total		1,641,622	0	0	0	0	1,641,622

Prior Year Cost: 107,643

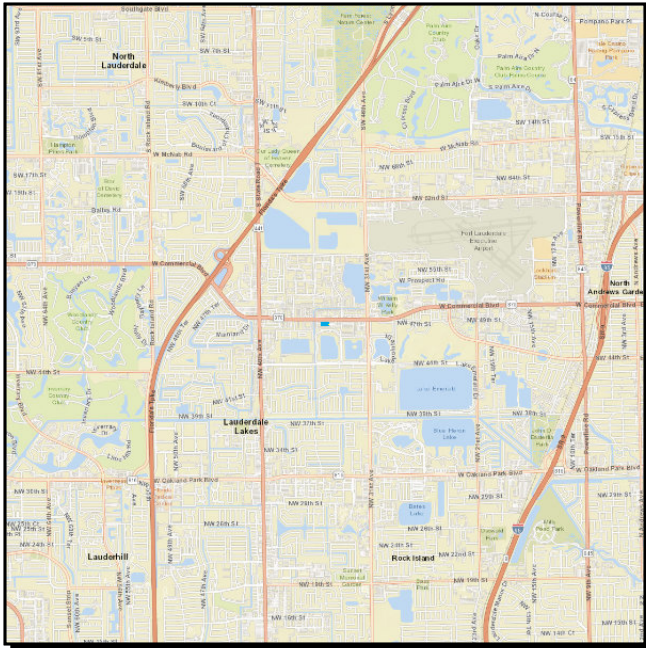
Future Year Cost:

Total Project Cost: 1,749,265

Project Description: TO CONVERT UNSIGNALIZED INTERSECTION OF A1A & NE 27TH STREET TO SIGNALIZED INTERSECTION GOES-WITH 452467-1

2300949 D/W SAFETY REVIEWS & STUDIES

Non-SIS



Work Summary: TRAFFIC ENGINEERING STUDY
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	SA	10,000	0	0	0	0	10,000
PE	DS	300,000	0	0	0	0	300,000
Total		310,000	0	0	0	0	310,000

Prior Year Cost: 1,220,251

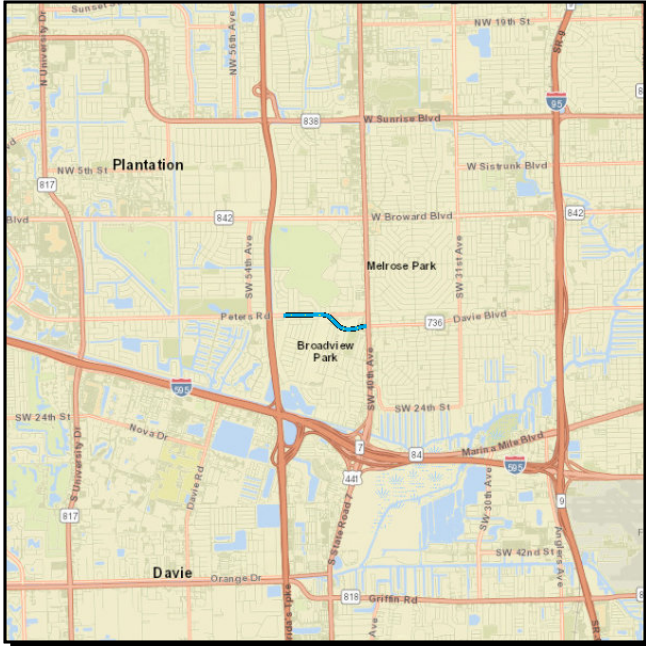
Future Year Cost:

Total Project Cost: 1,530,251

Project Description: CONSULTANT CONTRACT NPV=N/A B/C=N/A SHSP=1 INTERSECTION CRASHES, VULNERABLE ROAD USERS, LANE DEPARTURE CRASHES, DISTRACTED DRIVING, IMPAIRED DRIVING, AT RISK ROAD USERS AND AGRESSIVE DRIVING DISTRICTWIDE

4439481 DAVIE BLVD EXTENTION/PETERS ROAD FROM SW 51TH AVE TO SR-7/US-441

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: FDOT **Length:** 0.939
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	30,085	0	0	0	0	30,085
CST	SU	2,713,946	0	0	0	0	2,713,946
CST	SA	129,884	0	0	0	0	129,884
Total		2,873,915	0	0	0	0	2,873,915

Prior Year Cost: 458,470

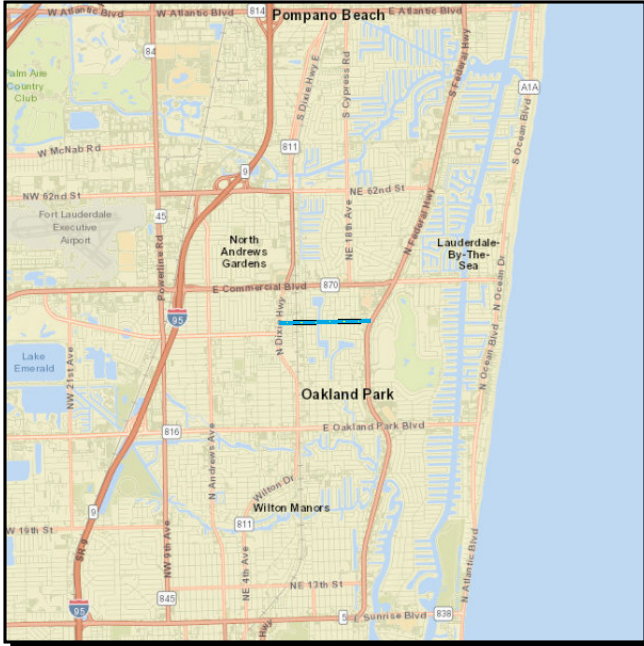
Future Year Cost:

Total Project Cost: 3,332,385

Project Description: 2020 MPO CSLIP PRIORITY #5 ADMINISTERED BY FDOT ON BEHALF OF BROWARD COUNTY REPLACE TWO-WAY LEFT TURN LANE WITH RAISED MEDIANS FROM SW 46TH ST TO WEST OF SR-7, CONVERT PAINTED MEDIANS TO RAISED MEDIANS, AND CONSTRUCT REFUGE ISLANDS WHERE FEASIBLE

4415811 FLORANADA ROAD FROM SR-811/DIXIE HWY TO SR-5/US-1/FEDERAL HWY

Non-SIS



Work Summary: SIDEWALK

From:

To:

Lead Agency: FDOT

Length: 0.975

MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	SU	38,887	0	0	0	0	38,887
CST	LF	12,684	0	0	0	0	12,684
CST	SU	2,282,631	0	0	0	0	2,282,631
CST	SA	84,063	0	0	0	0	84,063
CST	DDR	51,450	0	0	0	0	51,450
Total		2,469,715	0	0	0	0	2,469,715

Prior Year Cost: 757,407

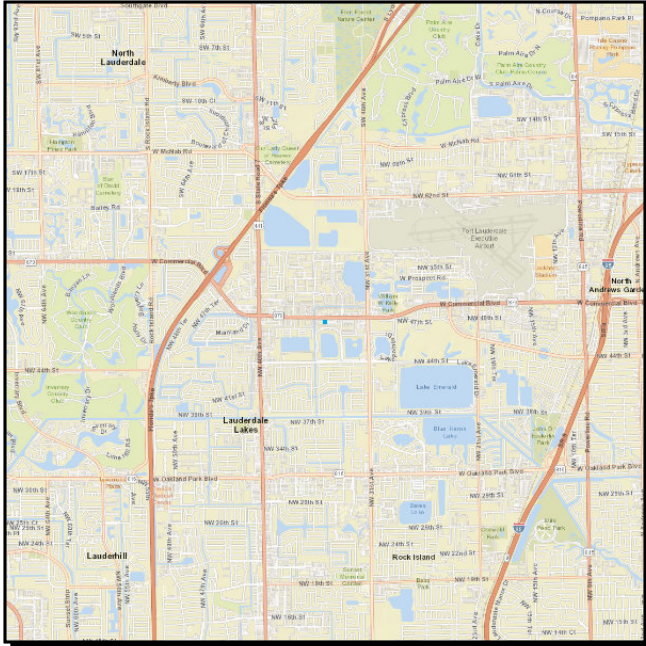
Future Year Cost:

Total Project Cost: 3,227,122

Project Description: 2020 MPO CSLIP PRIORITY #2 FDOT IS DOING THE PROJECT ON BEHALF OF CITY OF OAKLAND PARK 52-02-UWHCA CITY OF OAKLAND PARK

4461581 ITS EQUIPMENT REPLACEMENT CONSULTANT/ GRANT

Non-SIS



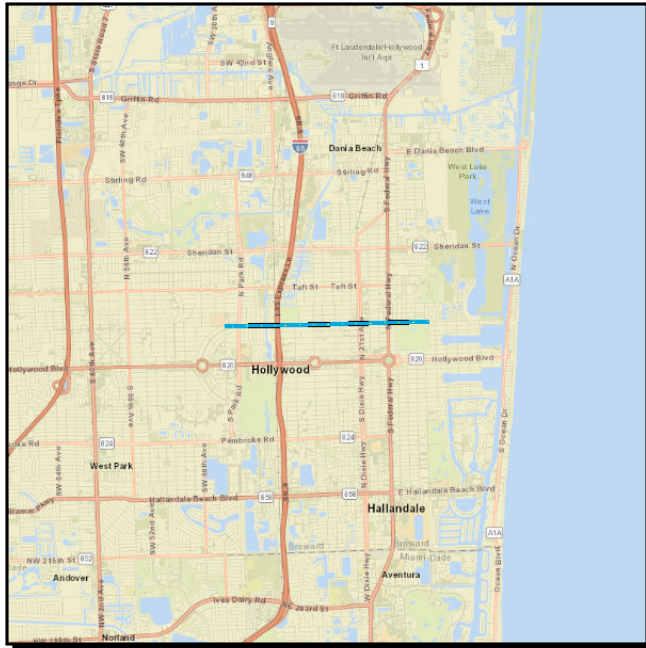
Work Summary: ITS COMMUNICATION SYSTEM
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DITS	2,831,099	0	0	0	0	2,831,099
Total		2,831,099	0	0	0	0	2,831,099

Prior Year Cost:
Future Year Cost:
Total Project Cost: 2,831,099
Project Description:

4455181 Johnson St from N 35th Ave to N 30th Rd & N 21st Ave to N 14th Ave

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: CITY OF HOLLYWOOD **Length:** 1.52
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	282,601	0	0	0	0	282,601
CST	SU	1,469,007	0	0	0	0	1,469,007
Total		1,751,608	0	0	0	0	1,751,608

Prior Year Cost: 10,000

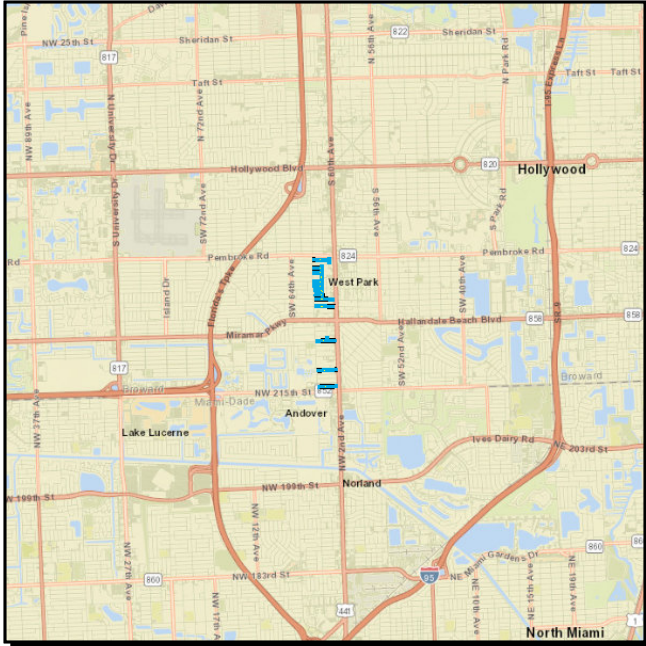
Future Year Cost:

Total Project Cost: 1,761,608

Project Description: 2021 MPO CSLIP PRIORITY #8 LAP WITH CITY OF HOLLYWOOD - VARIOUS LOCATIONS

4439451 MIRAMAR COMPLETE STREETS PHASE III

Non-SIS



Work Summary: SIDEWALK
From:
To:
Lead Agency: CITY OF MIRAMAR
Length: 3.036
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	TALT	1,158,725	0	0	0	0	1,158,725
PE	SU	4,700	0	0	0	0	4,700
CST	LF	194,436	0	0	0	0	194,436
CST	SU	1,421,748	0	0	0	0	1,421,748
Total		2,779,609	0	0	0	0	2,779,609

Prior Year Cost: 458,031

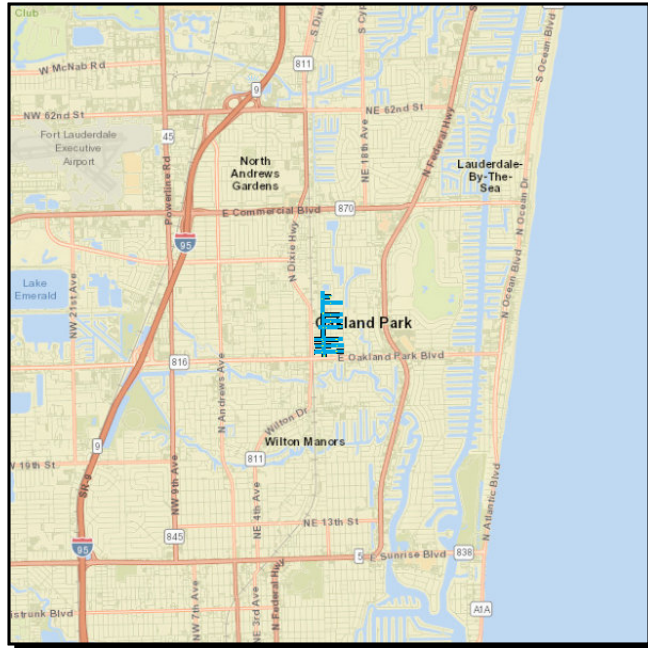
Future Year Cost:

Total Project Cost: 3,237,640

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 AVE SW 20TH COURT FROM SW 62ND AVE TO SW 61ST AVE SW 22ND

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 **Length:** 2.884
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	CARM	117,079	0	0	0	0	117,079
CST	SM	97,154	0	0	0	0	97,154
CST	LF	4,077,759	0	0	0	0	4,077,759
CST	SU	1,271,939	0	0	0	0	1,271,939
Total		5,563,931	0	0	0	0	5,563,931

Prior Year Cost: 10,554

Future Year Cost:

Total Project Cost: 5,574,485

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 35TH ST FROM NE 12TH AVE TO NE 16TH AVE; NE 36TH ST FROM NE 12TH AVE TO NE 16TH AVE; SEE WP45

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

Non-SIS



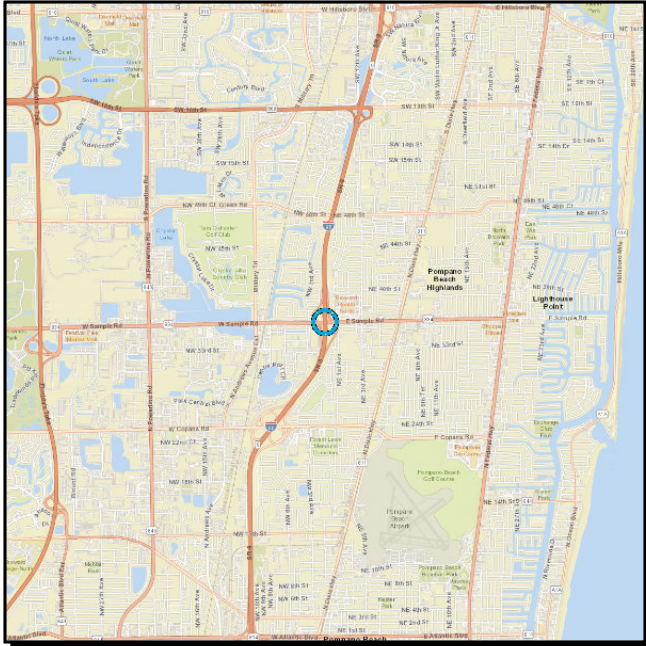
Work Summary: MEDIAN MODIFICATION **From:**
To:
Lead Agency: BROWARD COUNTY **Length:** 1.8
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	135,643	0	0	0	0	135,643
CST	SU	1,536,533	0	0	0	0	1,536,533
Total		1,672,176	0	0	0	0	1,672,176

Prior Year Cost: 10,000
Future Year Cost:
Total Project Cost: 1,682,176
Project Description: 2021 MPO CSLIP PRIORITY #9 LAP W/BROWARD COUNTY

4444041 SR 9 / I-95 @ SAMPLE RD

Non-SIS



Work Summary: LANDSCAPING
From:
To:
Lead Agency: FDOT
Length: 1.25
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DIH	52,273	0	0	0	0	52,273
CST	DDR	1,437,514	0	0	0	0	1,437,514
Total		1,489,787	0	0	0	0	1,489,787

Prior Year Cost: 175,796

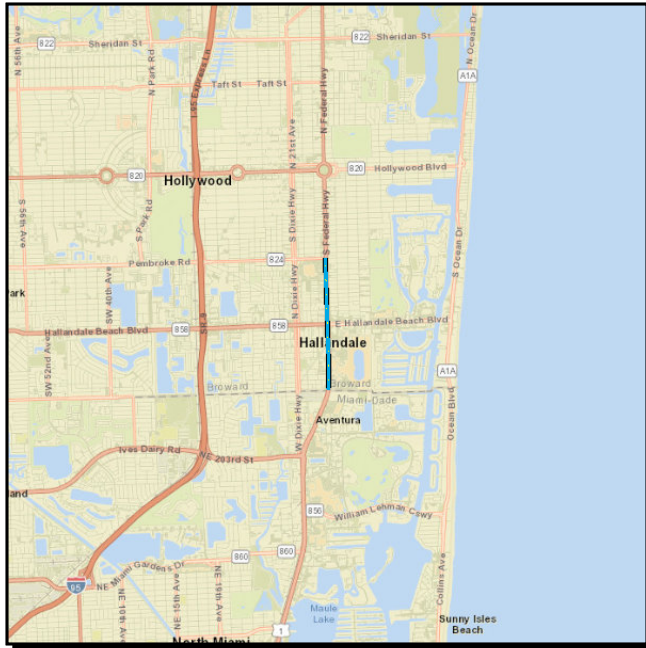
Future Year Cost:

Total Project Cost: 1,665,583

Project Description: STANDALONE LANDSCAPE FOR SAMPLE RD INTERCHANGE AND SEGMENT OF SAMPLE RD.

4476741 SR-5/US-1 FROM MIAMI-DADE/BROWARD COUNTY LINE TO SR-824/PEMBROKE ROAD

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 1.538

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DS	417,041	0	0	0	0	417,041
CST	DIH	123,717	0	0	0	0	123,717
CST	DDR	4,110,134	0	0	0	0	4,110,134
Total		4,650,892	0	0	0	0	4,650,892

Prior Year Cost: 1,000,591

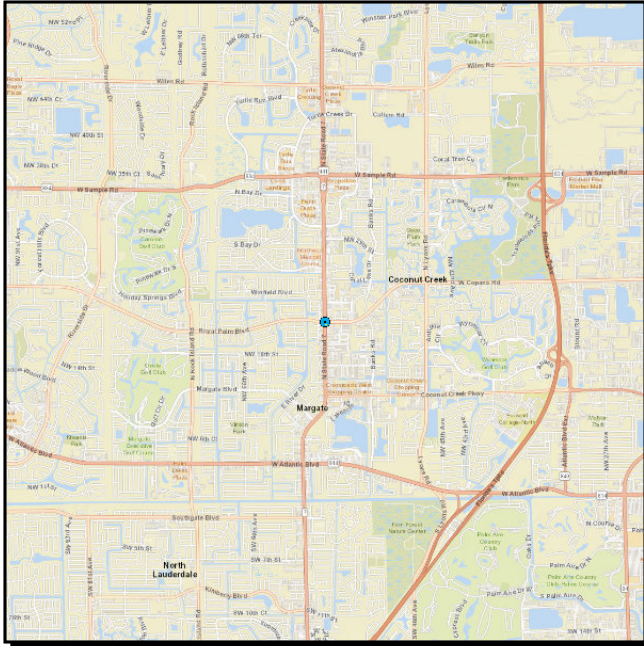
Future Year Cost:

Total Project Cost: 5,651,483

Project Description: 52-02-LF FUNDS FOR DECORATIVE LIGHTNING AND PAVER REMOVAL

4492821 SR-7/US-441 AT ROYAL PALM BLVD/COPANS ROAD

Non-SIS



Work Summary: TRAFFIC SIGNAL UPDATE

From:

To:

Lead Agency: FDOT

Length: 0.349

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	20,173	0	0	0	0	20,173
CST	ACSS	3,490,255	0	0	0	0	3,490,255
CST	SA	71,018	0	0	0	0	71,018
Total		3,581,446	0	0	0	0	3,581,446

Prior Year Cost: 557,866

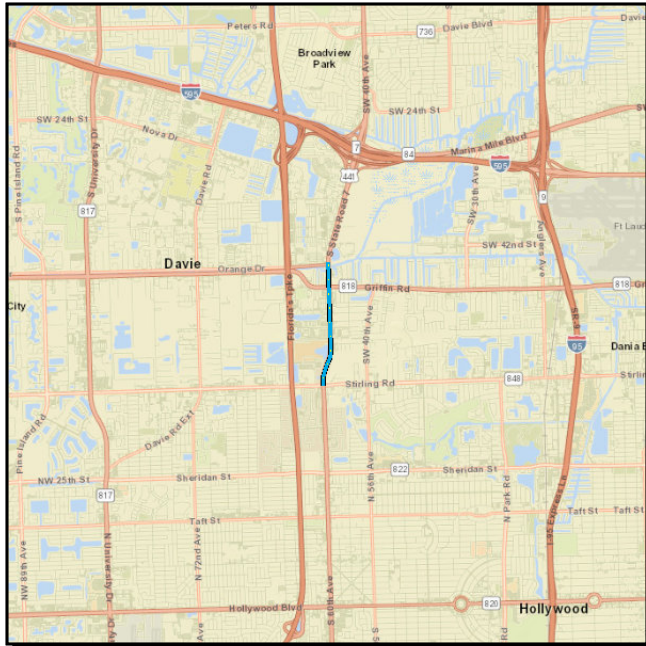
Future Year Cost:

Total Project Cost: 4,139,312

Project Description: SAFE STRIDES 2 ZERO- BROWARD COUNTY NPV=12,772,850; B/C=6.4; SHSP EMPHASIS AREA-INTERSECTION CRASHES; IMPROVE LIGHTING BY INSTALLING ADDIT LIGHT POLES RELOCATING LIGHT POLES, & UPGRADING EXISTING HPS LIGHTS TO LED. REPLACE THE EXISTING SPAN WIRE SIGNAL SUPPORT SYSTEM WITH A MAST SYSTEM & INSTALL ADDITIONAL SIGNAL (SEE WP45)

4476761 SR-7/US-441 FROM SOUTH OF STIRLING RD TO NORTH OF ORANGE DRIVE

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 1.707

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	26,675	0	0	0	0	26,675
CST	DS	928,995	0	0	0	0	928,995
CST	DIH	116,715	0	0	0	0	116,715
CST	SA	937,135	0	0	0	0	937,135
CST	ACNR	3,748,076	0	0	0	0	3,748,076
Total		5,757,596	0	0	0	0	5,757,596

Prior Year Cost: 740,931

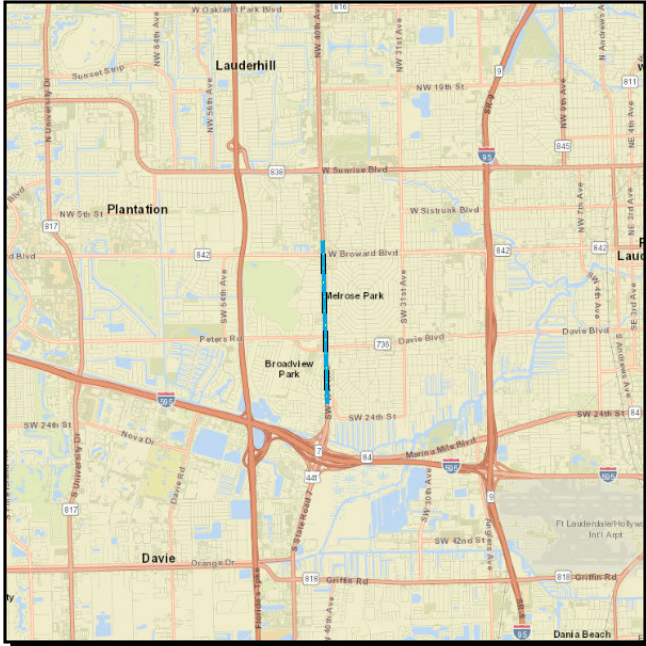
Future Year Cost:

Total Project Cost: 6,498,527

Project Description: G/W 447677.1 52-02 = UWHCA FOR BROWARD COUNTY WATER & WASTEWATER

4476771 SR-7/US-441 FROM SW 21ST STREET TO NW 3RD STREET

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 2.112

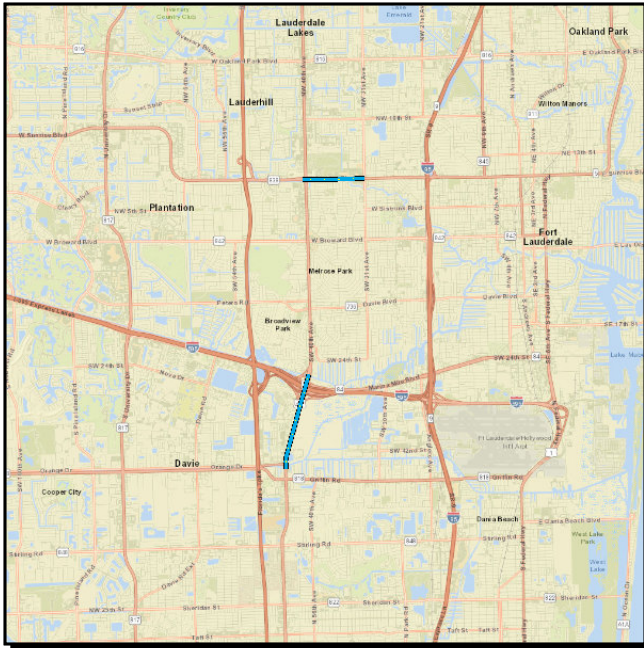
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DIH	41,820	0	0	0	0	41,820
CST	LF	534,779	0	0	0	0	534,779
CST	DS	426,371	0	0	0	0	426,371
CST	DIH	126,420	0	0	0	0	126,420
CST	DDR	5,700,679	0	0	0	0	5,700,679
Total		6,830,069	0	0	0	0	6,830,069

Prior Year Cost: 537,881
Future Year Cost:
Total Project Cost: 7,367,950
Project Description: G/W 447676.1(LEAD)

4295763 SR-7/US-441 TRANSIT CORRIDOR IMPROVEMENTS GROUP/PRIORITY 2

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: FDOT **Length:** 2.683
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
RRU	DDR	10,000	0	0	0	0	10,000
CST	LF	959,099	0	0	0	0	959,099
CST	CARU	1,326,697	0	0	0	0	1,326,697
CST	DIH	63,754	0	0	0	0	63,754
CST	SU	2,244,233	0	0	0	0	2,244,233
CST	DDR	1,144,431	0	0	0	0	1,144,431
Total		5,748,214	0	0	0	0	5,748,214

Prior Year Cost: 1,377,314

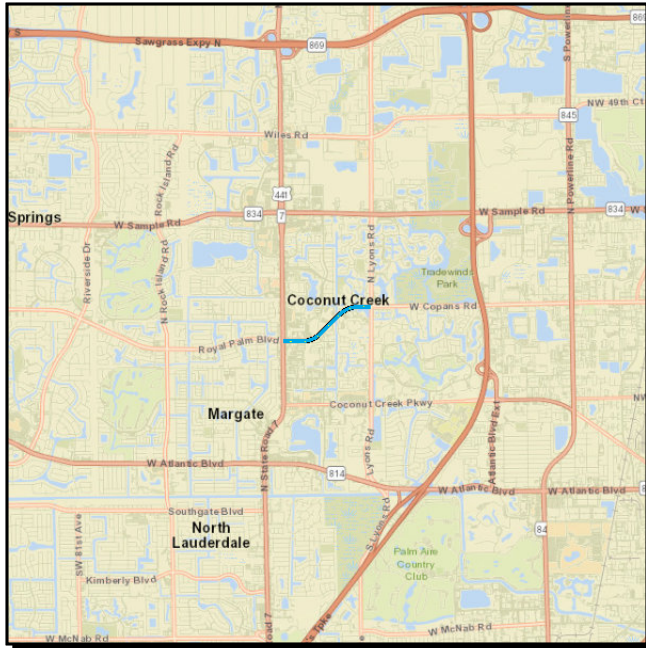
Future Year Cost:

Total Project Cost: 7,125,528

Project Description: 2019 MPO PRIORITY #6 G/W WITH 445673-1 SR-7/US-441, TRANSIT CORRIDOR. ON-SYSTEM ROADWAYS IMPROVEMENTS BASED ON SR-7 MULTIMODAL IMPROVEMENTS CORRIDOR STUDY UNDER 429576-1, SR-7/US-441 FROM OAKES RD TO NEW RIVER GREENWAY, SR 7/US-441 FROM ORANGE/SW 45TH ST TO OAKES RD, SR-

4295765 SR-7/US-441 TRANSIT CORRIDOR IMPROVEMENTS GROUP/PRIORITY 5

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: FDOT **Length:** 0.822
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	SU	119,088	0	0	0	0	119,088
Total		119,088	0	0	0	0	119,088

Prior Year Cost: 6,432,465

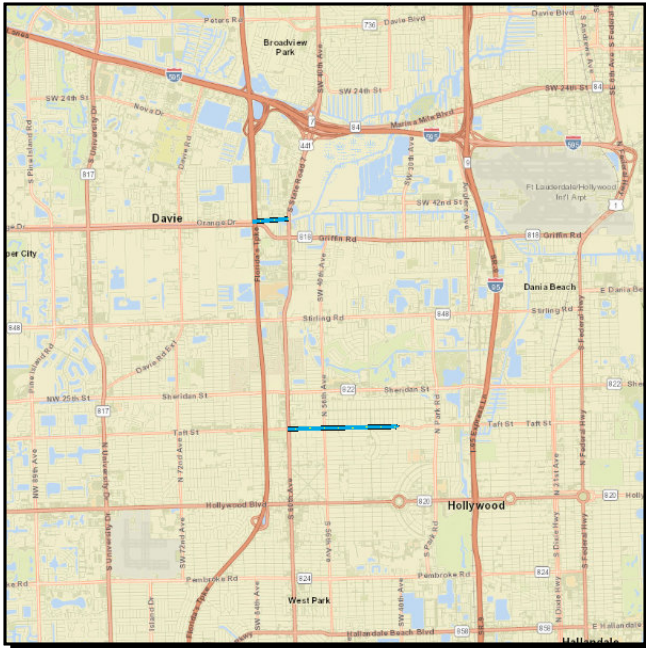
Future Year Cost:

Total Project Cost: 6,551,553

Project Description: 2019 MPO PRIORITY #6 SR-7/US-441, TRANSIT CORRIDOR. OFF-SYSTEM BIKELANES IMPROVEMENTS BASED ON SR-7 MULTIMODAL IMPROVEMENTS CORRIDOR STUDY UNDER 429576-1. COPANS ROAD FROM SR-7/US-441 TO LYONS ROAD

4295769 SR-7/US-441 TRANSIT CORRIDOR IMPROVEMENTS GROUP/PRIORITY 9

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: FDOT **Length:** 1.911
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	4,496	0	0	0	0	4,496
CST	SU	225,818	0	0	0	0	225,818
PE	ACSA	60,396	0	0	0	0	60,396
Total		290,710	0	0	0	0	290,710

Prior Year Cost: 4,652,847

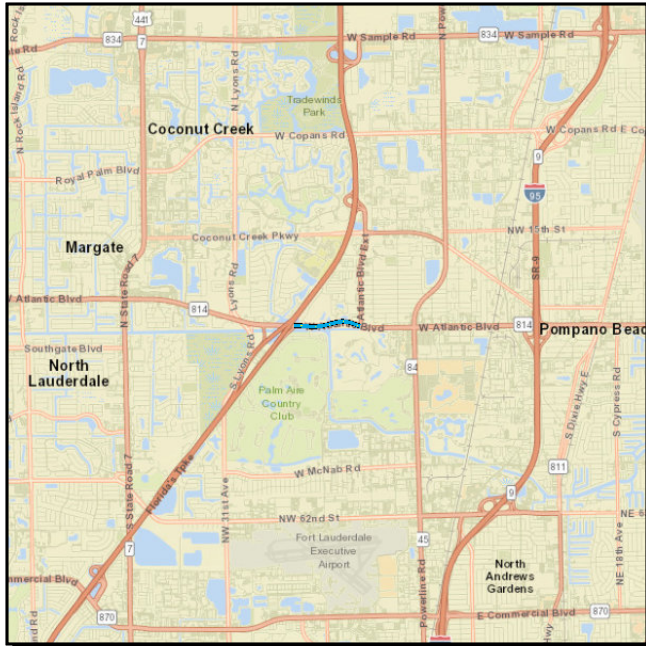
Future Year Cost:

Total Project Cost: 4,943,557

Project Description: 2022 MPO CSMP PRIORITY #4 SR-7/US-441, TRANSIT CORRIDOR. OFF-SYSTEM ROADWAYS IMPROVEMENTS BASED ON SR-7 MULTIMODAL IMPROVEMENTS CORRIDOR STUDY UNDER 429576-1 TAFT ST. FROM SR-7 TO 40TH AVE. & SW 45TH ST. FROM TURNPIKE TO SR-7

4475431 SR-814/ATLANTIC BLVD FR EAST OF TURNPIKE TO EAST OF NW 28TH AVENUE

Non-SIS



Work Summary: LIGHTING

From:

To:

Lead Agency: FDOT

Length: 0.978

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	ACSS	1,522,867	0	0	0	0	1,522,867
Total		1,522,867	0	0	0	0	1,522,867

Prior Year Cost: 293,042

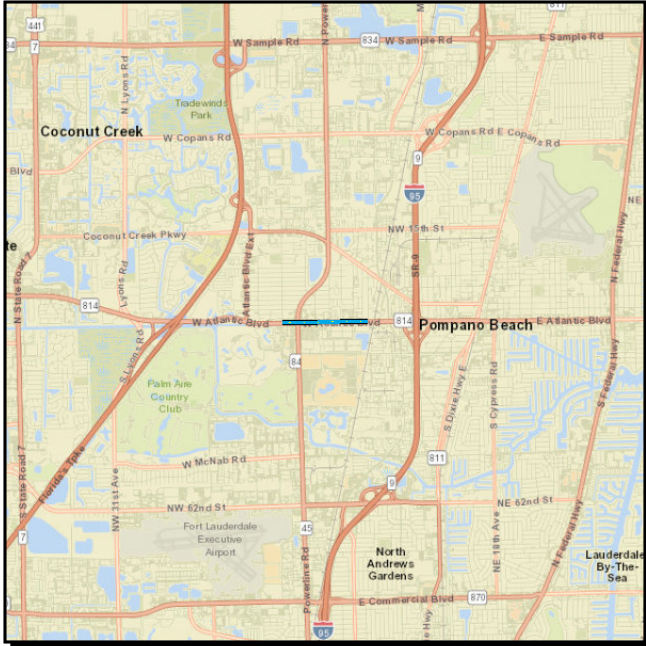
Future Year Cost:

Total Project Cost: 1,815,909

Project Description: B/C RATIO = 9.3 NPV 5,797,055 SHSP EMPHASIS AREA- INTERSECTION CRASHES REPLACE (19) EXISTING HPS COBRA HEAD LUMINAIRES IN EXISTING POLES WITH LED LUMINAIRES OF 330W, 29487 LUMENS, 4K-5K CCT AND ROADWAY TYPE IV DISTRIBUTION. INSTALL (19) STANDARD POLES WITH LED LUMINAIRES OF 330W,(SEE WP45)

4476811 SR-814/ATLANTIC BLVD FROM NW 27TH AVE TO W. OF N ANDREWS AVE

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 1.071

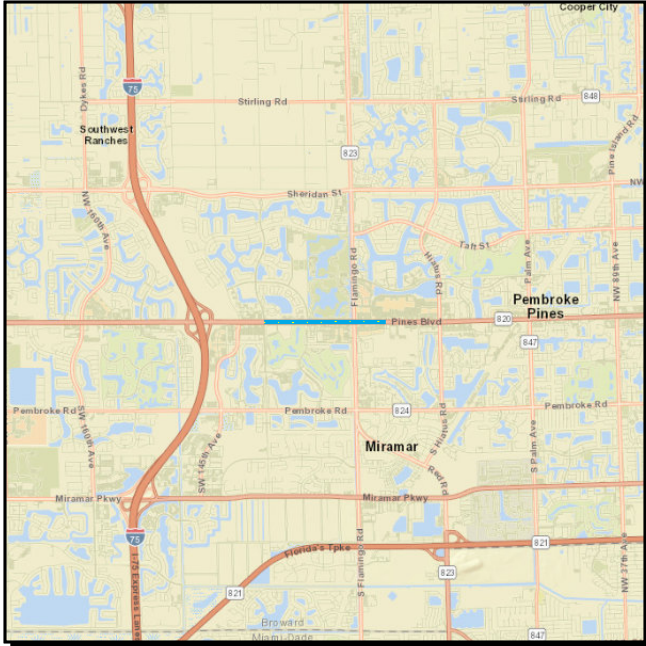
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DS	2,914,736	0	0	0	0	2,914,736
CST	DIH	86,855	0	0	0	0	86,855
CST	DDR	248,297	0	0	0	0	248,297
Total		3,249,888	0	0	0	0	3,249,888

Prior Year Cost: 579,715
Future Year Cost:
Total Project Cost: 3,829,603
Project Description:

4462001 SR-820/PINES BLVD FROM I-75 NORTH ON-RAMP TO E OF NW 118TH AVE

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 2.009

MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DIH	47,082	0	0	0	0	47,082
Total		47,082	0	0	0	0	47,082

Prior Year Cost: 13,903,815

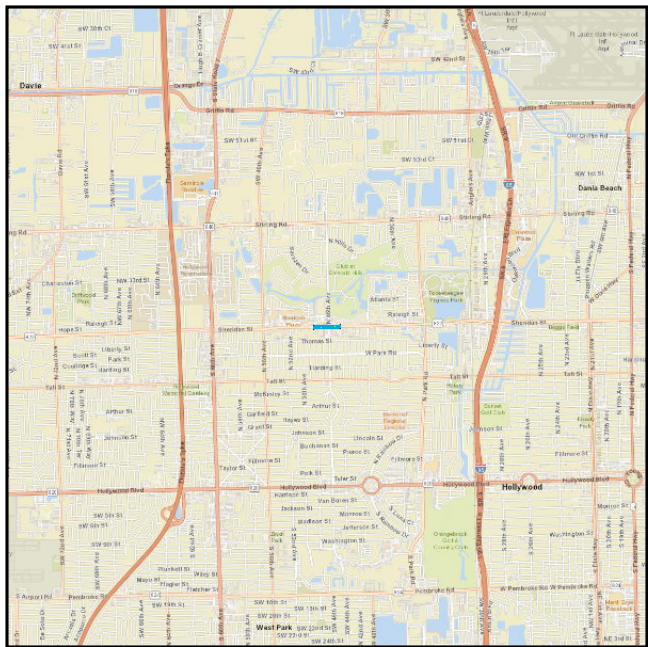
Future Year Cost:

Total Project Cost: 13,950,897

Project Description: MPO ADDED SCOPE: SHARED USE PATH, PEDESTRIAN LIGHTING, AND TRANSIT FEATURES AT BUS STOPS. SAFETY FEATURES TO INCLUDE INTERSECTION WIDENING, SIGNALS, AND PED LIGHTING AT NW 142 AVE/SW 145 AVE: PH52-01: RESURFACING. PH52-02: MPO PRIORITY SCOPE; B/C=39.6; NPV = \$49,562,773 SFA2 (SHSP FOCUS AREA =2) - INTERSECTION CRASHES

4417701 SR-822/SHERIDAN STREET AT NORTH 46TH AVENUE

Non-SIS



Work Summary: TRAFFIC SIGNAL UPDATE

From:

To:

Lead Agency: FDOT

Length: 0.264

MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
ROW	DDR	44,538	0	0	0	0	44,538
Total		44,538	0	0	0	0	44,538

Prior Year Cost: 2,586,447

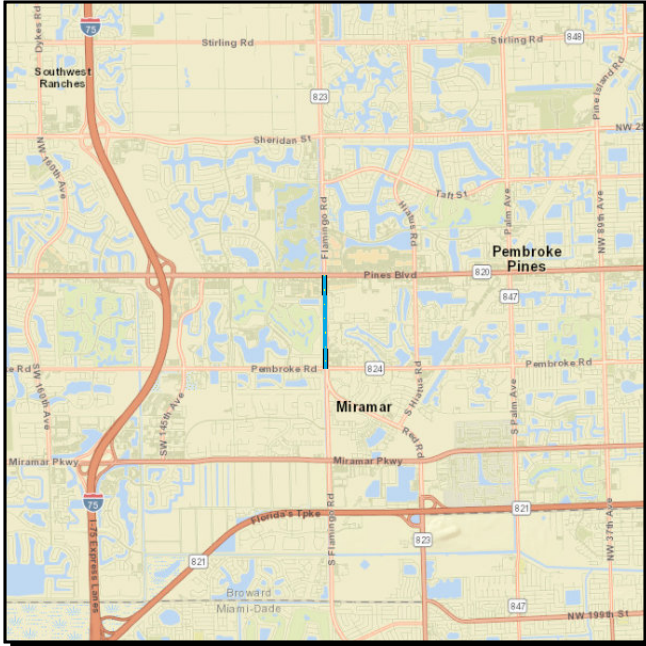
Future Year Cost:

Total Project Cost: 2,630,985

Project Description: NPV=\$5,703,031; B/C=11.6 SHSP EMPHASIS AREA(S)- INTERSECTION CRASHES

4476801 SR-823/FLAMINGO ROAD FROM PEMBROKE ROAD TO SOUTH OF SR-820/PINES BLVD

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 1.12

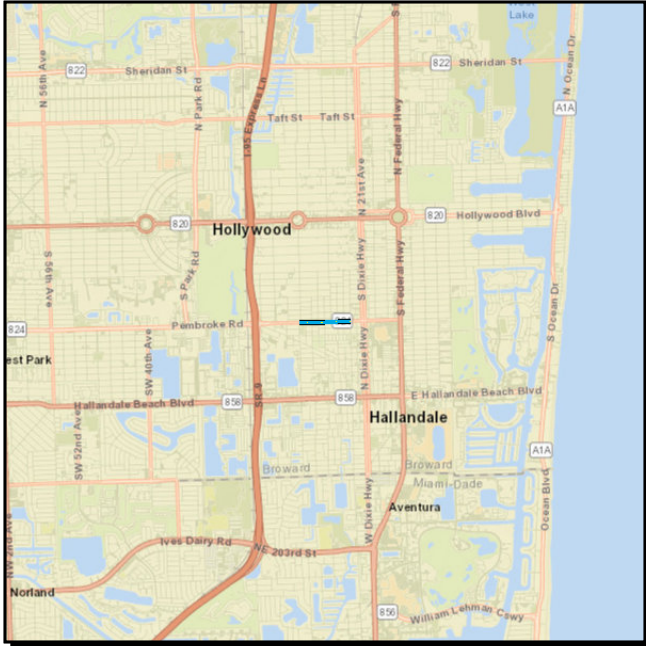
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	928,734	0	0	0	0	928,734
CST	DS	3,049,995	0	0	0	0	3,049,995
CST	DIH	121,050	0	0	0	0	121,050
CST	DDR	499,335	0	0	0	0	499,335
Total		4,599,114	0	0	0	0	4,599,114

Prior Year Cost: 450,312
Future Year Cost:
Total Project Cost: 5,049,426
Project Description:

4510831 SR-824/PEMBROKE RD FR S 26 AVE/NW 8 AVE & S 22 AVE/NW 2 AVE

Non-SIS



Work Summary: LIGHTING

From:

To:

Lead Agency: FDOT

Length: 0.505

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
RRU	ACSS	61,062	0	0	0	0	61,062
PE	SA	5,000	0	0	0	0	5,000
Total		66,062	0	0	0	0	66,062

Prior Year Cost: 82,942

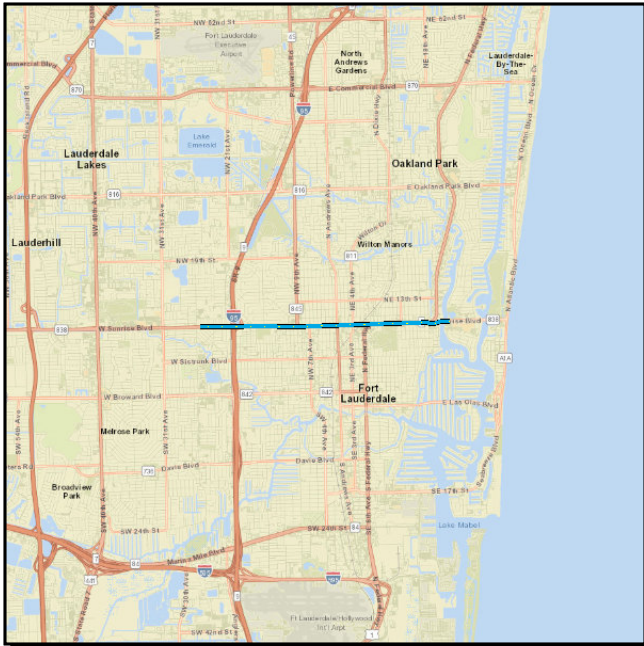
Future Year Cost:

Total Project Cost: 149,004

Project Description: B/C RATIO = 34.5 NPV \$1,488,746 SHSP EMPHASIS AREA(S): INTERSECTION & VULNERABLE ROAD USER CRASHES SR-824 AT S 22 AVENUE/NW 2 AVENUE: ENHANCE INTERSECTION AND EB/WB APPROACH LIGHTING. SR-824 AT S 26 AVENUE/NW 8 AVENUE: ENHANCE INTERSECTION AND EB/WB APPROACH LIGHTING.

4461811 SR-838/SUNRISE BLVD W OF MIDDLE RIVER DRIVE TO EAST OF NE 26TH AVENUE

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 0.466

MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	ACSS	629,831	0	0	0	0	629,831
CST	SA	53,173	0	0	0	0	53,173
CST	DDR	117,688	0	0	0	0	117,688
CST	ACNR	1,648,876	0	0	0	0	1,648,876
Total		2,449,568	0	0	0	0	2,449,568

Prior Year Cost: 510,968

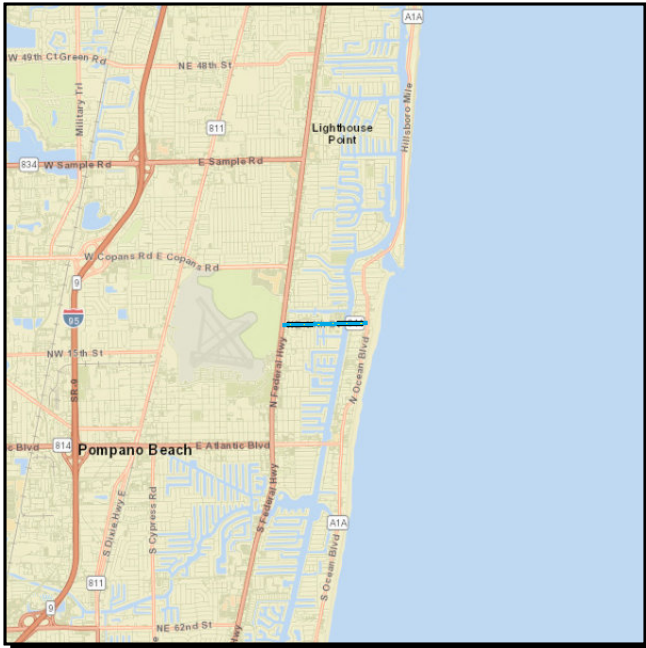
Future Year Cost:

Total Project Cost: 2,960,536

Project Description: NPV=1,467,402; B/C= 8.5; SHSP EMPHASIS AREA- INTERSECTION CRASHES; PROVIDE AN ADDITIONAL 3-SECTION OVERHEAD SIGNAL ON MAST ARM FACING EASTBOUND AND WESTBOUND TRAFFIC. DESIGN OFFICE TO PERFORM A STRUCTURAL ANALYSIS DURING 3R PROJECT 446181-1 & DETERMINE IF THE EXISTING MAST ARMS NEED TO BE REPLACED. DESIGN OFFICE TO PERFORM A STRUCTURAL (SEE WP45)

4476721 SR-844/NE 14TH ST FROM SR-5/US-1 TO A1A

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 0.894

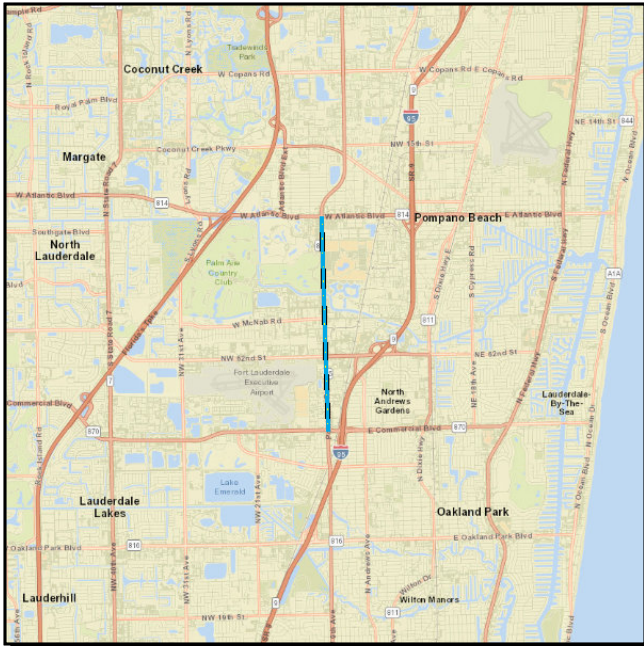
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DS	249,733	0	0	0	0	249,733
CST	DIH	60,058	0	0	0	0	60,058
CST	DDR	1,850,110	0	0	0	0	1,850,110
Total		2,159,901	0	0	0	0	2,159,901

Prior Year Cost: 528,515
Future Year Cost:
Total Project Cost: 2,688,416
Project Description:

4461961 SR-845/POWERLINE RD FR S SR-870/COMMERCIAL BLVD TO N OF S PALM AIRE DR

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION
From:
To:
Lead Agency: FDOT
Length: 2.069
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DIH	18,433	0	0	0	0	18,433
PE	SA	3,875	0	0	0	0	3,875
CST	GFSA	5,971	0	0	0	0	5,971
CST	DIH	66,388	0	0	0	0	66,388
Total		94,667	0	0	0	0	94,667

Prior Year Cost: 7,618,274

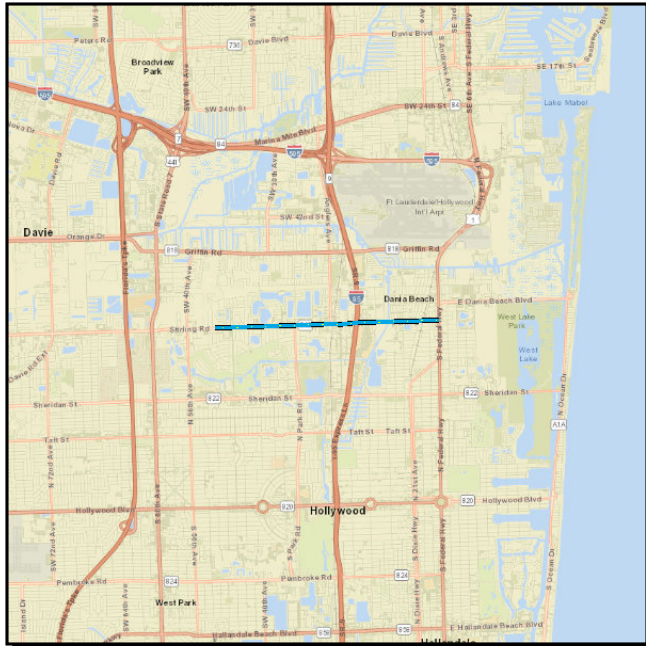
Future Year Cost:

Total Project Cost: 7,712,941

Project Description: NPV=8,054,486; B/C=10.4 SHSP EMPHASIS AREA- INTERSECTION CRASHES; SR-845 POWERLINE RD FR NW 63RD ST TO NW 65TH STREET BROWARD COUNTY: UPGRADE THE EXISTING LIGHTNING BY RE-LAMPING WITH LED FIXTURES. STATE ROAD 845 (POWERLINE ROAD) AT ATLANTIC BLVD UPGRADE THE EXISTING LIGHTING ALONG THE (SEE WP45)

4463701 SR-848/STIRLING ROAD FROM WEST OF NORTH 58TH AVENUE TO SR-5/US-1

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 3.959

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DIH	65,428	0	0	0	0	65,428
CST	LF	52,104	0	0	0	0	52,104
CST	DIH	86,238	0	0	0	0	86,238
CST	ACSA	4,833	0	0	0	0	4,833
Total		208,603	0	0	0	0	208,603

Prior Year Cost: 11,694,523

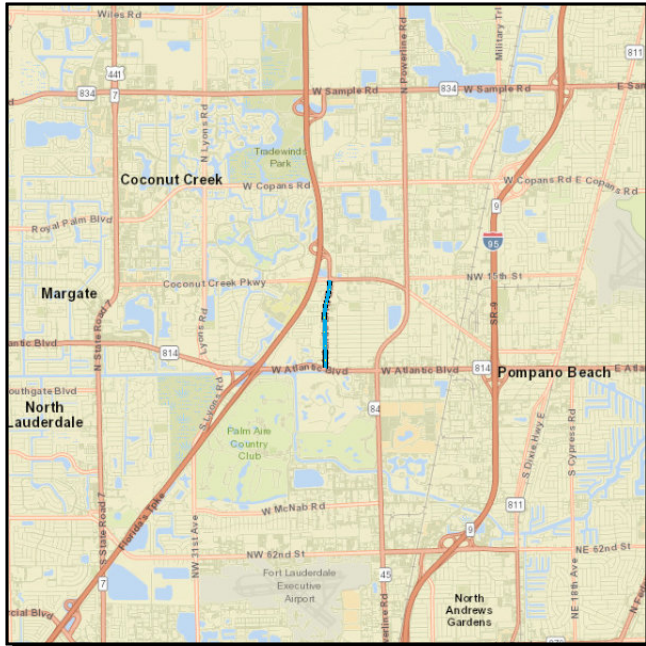
Future Year Cost:

Total Project Cost: 11,903,126

Project Description: 52-02 = UWHCA WITH THE CITY OF DANIA BEACH 52-03 = UWHCA WITH BROWARD COUNTY WASTE WATER

4457191 SR-849/31ST AVE FR SR-814/ATLANTIC BLVD TO MLK BLVD/COCONUT CREEK PKWY

Non-SIS



Work Summary: LIGHTING

From:

To:

Lead Agency: FDOT

Length: 0.857

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
RRU	ACSS	425,585	0	0	0	0	425,585
CST	ACSS	35,000	0	0	0	0	35,000
Total		460,585	0	0	0	0	460,585

Prior Year Cost: 209,955

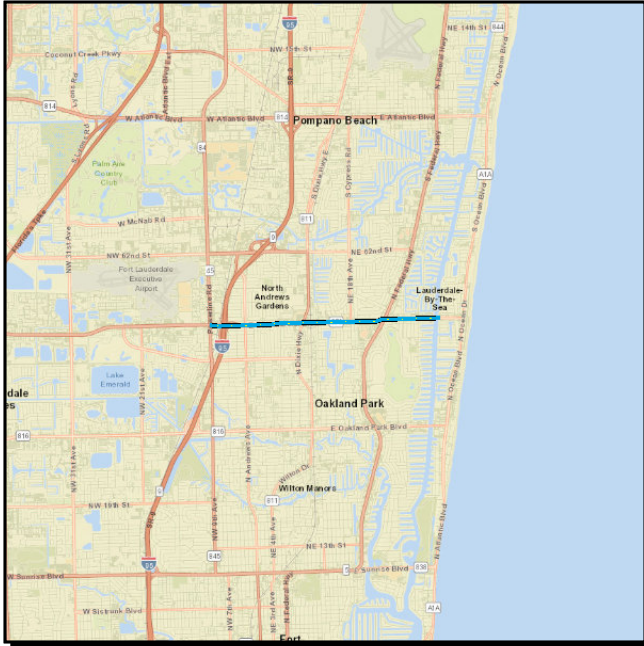
Future Year Cost:

Total Project Cost: 670,540

Project Description: NPV=479,546; B/C=2.2; SHSP EMPHASIS 3=VULNERABLE ROAD USERS SR-814/ATLANTIC BLVD. & MLK BLVD./COCONUT CREEK PARKWAY; COORDINATE WITH FPL TO RETRO EXISTING LIGHTING ON WEST SIDE WITH LED LUMINAIRES; RETRO LIGHTING OF INTERSECTION SR-849/NW 31ST AVE. & SR-814/ATLANTIC BLVD; NO PHASE 52 NEEDED

4461821 SR-870/COMMERCIAL BLVD FR SR-845/POWERLINE RD TO E OF A1A/N OCEAN DR

Non-SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION
From:
To:
Lead Agency: FDOT
Length: 3.663
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DIH	26,749	0	0	0	0	26,749
CST	DDR	147,504	0	0	0	0	147,504
Total		174,253	0	0	0	0	174,253

Prior Year Cost: 14,995,071

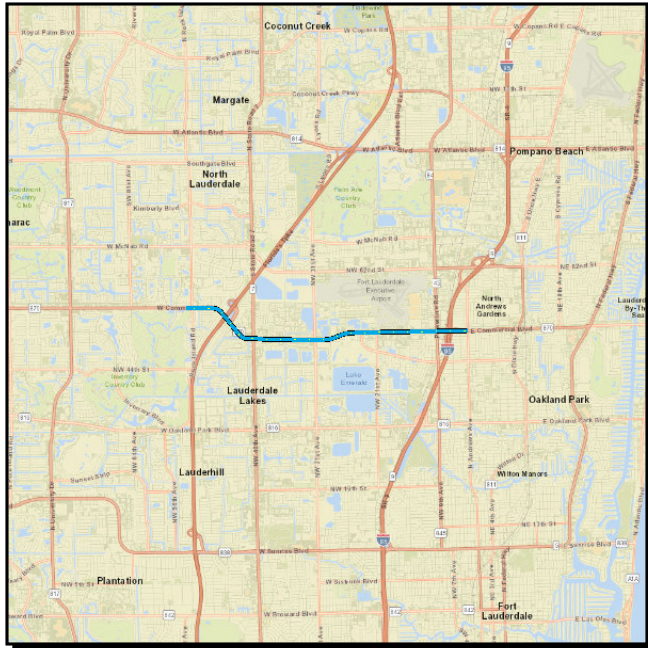
Future Year Cost:

Total Project Cost: 15,169,324

Project Description: G/W: 441944-1-52-01;441944-1-52-02;441944-2-52-01

4419442 SR-870/COMMERCIAL BLVD FROM ROCK ISLAND ROAD TO ANDREWS AVENUE

SIS



Work Summary: TRAFFIC OPS IMPROVEMENT

From:

To:

Lead Agency: FDOT

Length: 4.851

MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DIH	1,453	0	0	0	0	1,453
CST	ACSS	218,088	0	0	0	0	218,088
Total		219,541	0	0	0	0	219,541

Prior Year Cost: 5,338,539

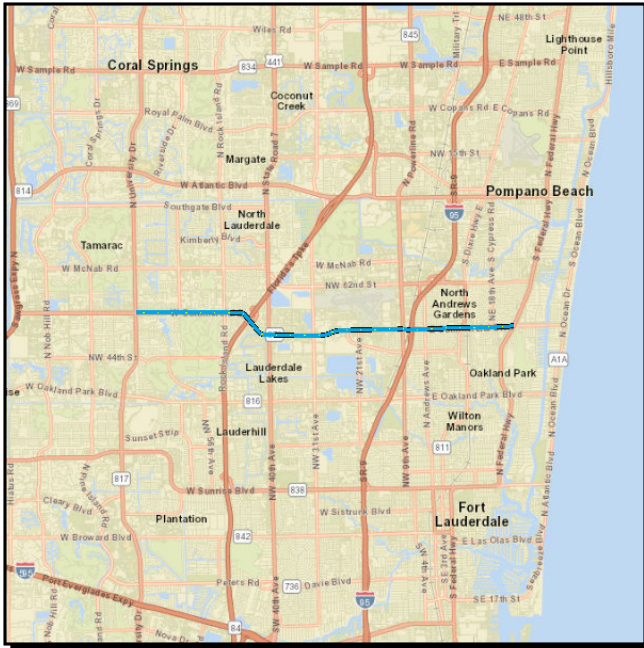
Future Year Cost:

Total Project Cost: 5,558,080

Project Description: ANTICIPATED NPV=\$16,463,201; B/C=10.3 DEPLOY ADAPTIVE TRAFFIC CONTROL SYSTEM (ATCS) G/W: 441944-1 & 446182-1(LEAD) 2019 MPO PRIORITY #16/TSM&O

4419441 SR-870/COMMERCIAL BLVD FROM SR-817/UNIVERSITY DRIVE TO SR-5/US-1

SIS



Work Summary: ATMS - ARTERIAL TRAFFIC MGMT

From:

To:

Lead Agency: FDOT

Length: 8.769

MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	114,964	0	0	0	0	114,964
CST	DS	20,198	0	0	0	0	20,198
CST	DIH	64,541	0	0	0	0	64,541
CST	DDR	164,862	0	0	0	0	164,862
Total		364,565	0	0	0	0	364,565

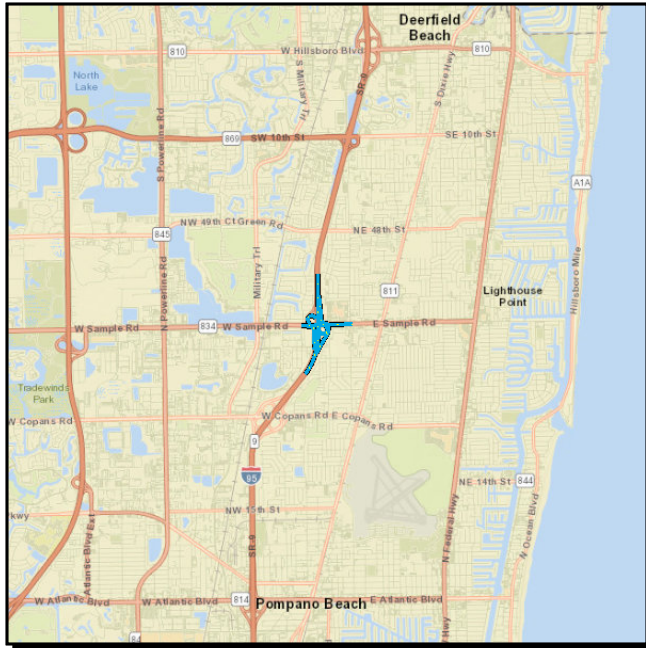
Prior Year Cost: 6,671,385

Future Year Cost:

Total Project Cost: 7,035,950

Project Description: INSTALL ADAPTIVE TRAFFIC CONTROL SYSTEM AND ATMS G/W: 441944-2 & 446182-1(LEAD) 2019 MPO PRIORITY #16/TSM&O LFA W/BROWARD COUNTY FOR BLUETOOTH DEVICES AND ATSPM (AUTOMATED TRAFFIC SIGNAL PERFORMANCE MEASURES) - SURTAX

4369581 SR-9/I-95 @ SR-834/SAMPLE RD FR S OF NB EXIT RAMP TO N OF NB ENT. RAMP SIS



Work Summary: INTERCHANGE JUSTIFICA/MODIFICA
From:
To:
Lead Agency: FDOT
Length: 4.103
MTP Pg.: 5-5

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DIH	880	0	0	0	0	880
INC	DDR	400,000	0	0	0	0	400,000
ROW	DIH	8,574	0	0	0	0	8,574
ROW	DDR	91,481	0	0	0	0	91,481
Total		500,935	0	0	0	0	500,935

Prior Year Cost: 40,314,830

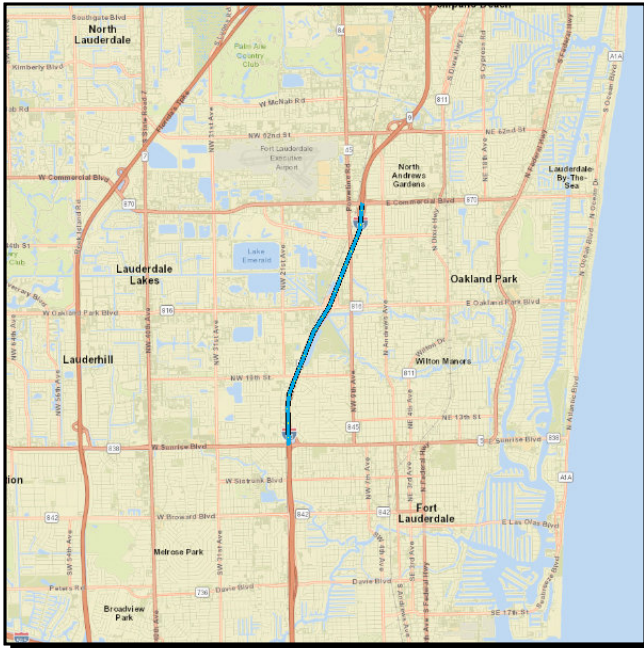
Future Year Cost:

Total Project Cost: 40,815,765

Project Description: INTERCHANGE MODIFICATION: REALIGN, WIDEN & RELOCATE GORE OF NB EXIT RAMP, COMBINE THE EB TO NB AND WB TO NB ENTRANCE RAMP INTO A PHYSICALLY SEPARATED ROADWAY. MERGE THE TWO NB

4533371 SR-9/I-95 FROM N. OF SR-838/SUNRISE BLVD TO S. OF CYPRESS CREEK ROAD

Non-SIS



Work Summary: LANDSCAPING
From:
To:
Lead Agency: FDOT
Length: 2.5
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DS	61,129	0	0	0	0	61,129
CST	DIH	95,509	0	0	0	0	95,509
CST	DDR	2,131,278	0	0	0	0	2,131,278
Total		2,287,916	0	0	0	0	2,287,916

Prior Year Cost:

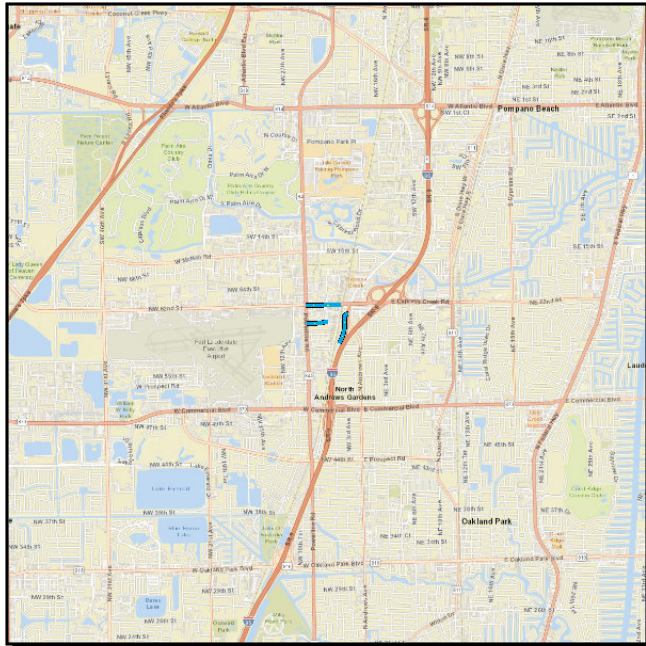
Future Year Cost:

Total Project Cost: 2,287,916

Project Description: STANDALONE DEPENDENT PROJECT FOR SR-816/OAKLAND PARK BLVD. INTERCHANGE. LIMITS OF I-95 EXPRESS LANES PHASE 3A-1 THIS CONTRACT IS RE-LET FROM 433108.2 POST DESIGN ON ORIGINAL FM#433108.2

4358085 SR-9/I-95 MOBILITY HUB AT CYPRESS CREEK

Non-SIS



Work Summary: BIKE LANE/SIDEWALK **From:**
To:
Lead Agency: FDOT **Length:** 0.856
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	SU	16,058	0	0	0	0	16,058
Total		16,058	0	0	0	0	16,058

Prior Year Cost: 9,584,239

Future Year Cost:

Total Project Cost: 9,600,297

Project Description: WIDENING FOR ADDITIONAL TURN LANE AND BIKE LANES, SIDEWALK CONSTRUCTION, RESURFACING. WEST CYPRESS CREEK RD FROM POWER LINE RD TO W OF SFRC; NW 59TH CT; N ANDREWS WAY. NO RIGHT OF WAY REQUIRED 2022 MPO HUB PRIORITY #1

4441221 SR-93/I-75/ALLIGATOR ALLEY FR TOLL PLAZA TO MP 31.261

SIS



Work Summary: TRANSIT FACILITY RECONSTRUCTION

From:

To:

Lead Agency: FDOT

Length: 12.388

MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DSB2	289,665	0	0	0	0	289,665
CST	DSB2	26,964,420	0	0	0	0	26,964,420
PE	DIH	2,993	0	0	0	0	2,993
CST	DIH	169,017	0	0	0	0	169,017
CST	DDR	2,944,838	0	0	0	0	2,944,838
Total		30,370,933	0	0	0	0	30,370,933

Prior Year Cost: 4,780,996

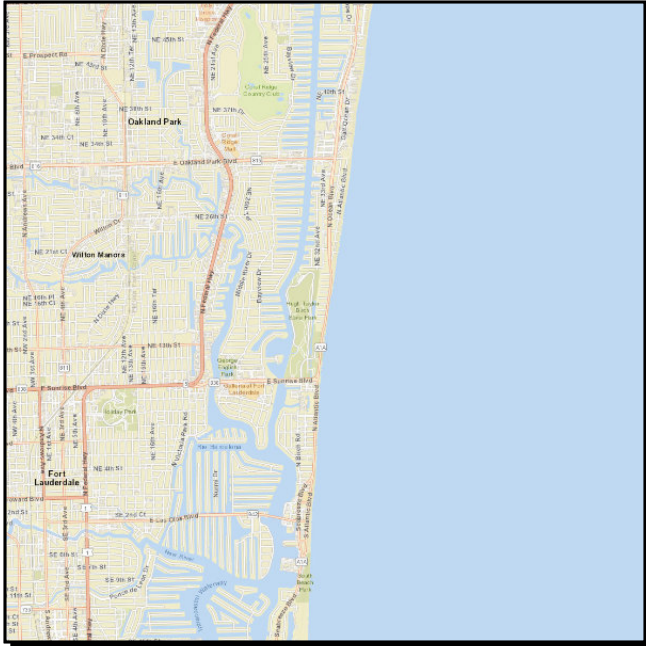
Future Year Cost:

Total Project Cost: 35,151,929

Project Description: INCLUDES DESIGN OF 444122-4

4524671 SR-A1A/N. FT. LAUDERDALE BEACH BLVD SOUTH OF NE 14TH CRT

Non-SIS



Work Summary: TRAFFIC SIGNALS
From:
To:
Lead Agency: FDOT
Length: 0.095
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DIH	40,266	0	0	0	0	40,266
CST	SA	761,311	0	0	0	0	761,311
Total		801,577	0	0	0	0	801,577

Prior Year Cost: 107,732

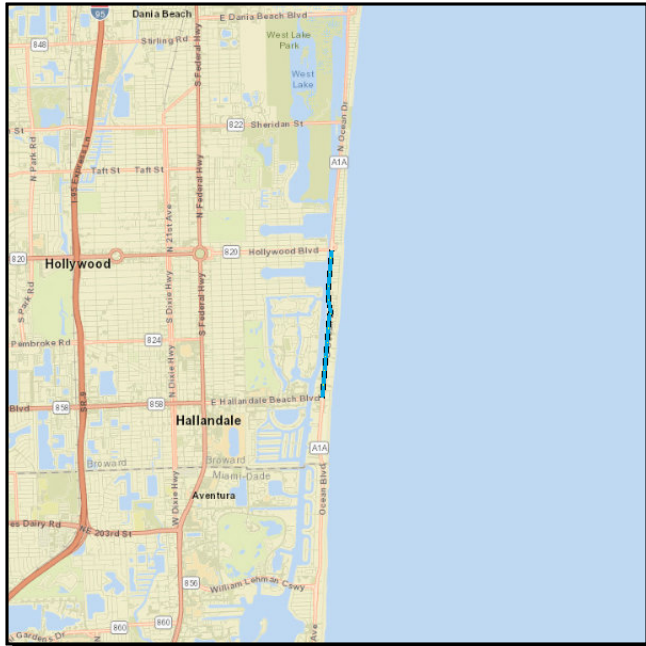
Future Year Cost:

Total Project Cost: 909,309

Project Description: ADD A MIDBLOCK PEDESTRIAN CROSSING 300-LF SOUTH OF INTERSECTION OF A1A AND NE 14TH CT GOES-WITH 452518-1 (LEAD)

4461991 SR-A1A/OCEAN DRIVE FROM S. SEACREST PKWY TO S OF MONROE ST.

Non-SIS



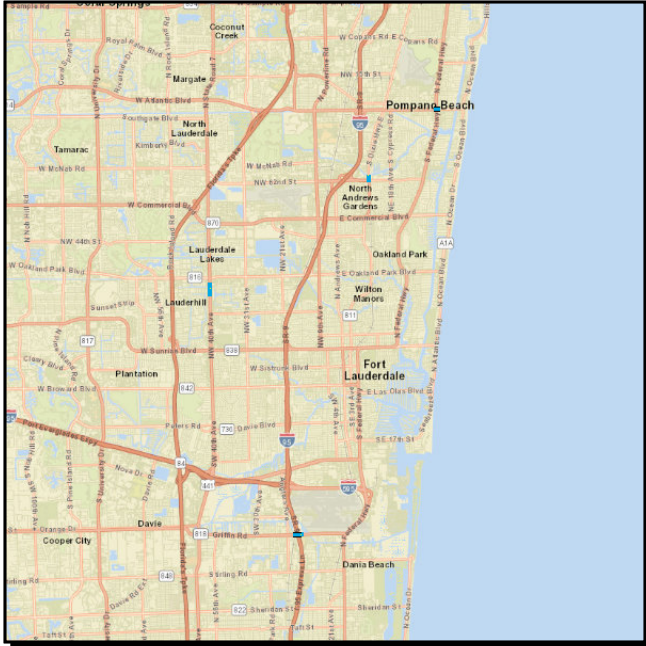
Work Summary: TRANSIT FACILITY RECONSTRUCTION
From:
To:
Lead Agency: FDOT
Length: 1.383
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	DIH	5,000	0	0	0	0	5,000
CST	DDR	3,762,377	0	0	0	0	3,762,377
Total		3,767,377	0	0	0	0	3,767,377

Prior Year Cost: 96,948
Future Year Cost:
Total Project Cost: 3,864,325
Project Description: RESURFACING TO BE DELIVERED BY CITY OF HOLLYWOOD

4456251 SYSTEMATIC INTERSECTION LIGHTING IMPROVEMENTS- BROWARD COUNTY

Non-SIS



Work Summary: LIGHTING

From:

To:

Lead Agency: FDOT

Length: 1.045

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
RRU	ACSS	30,000	0	0	0	0	30,000
CST	ACSS	575,436	0	0	0	0	575,436
Total		605,436	0	0	0	0	605,436

Prior Year Cost: 297,446

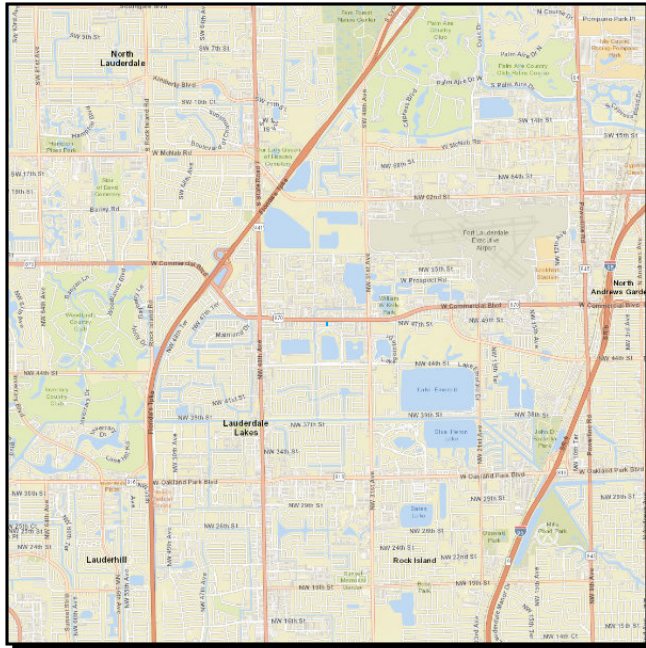
Future Year Cost:

Total Project Cost: 902,882

Project Description: NPV=20,991,198; B/C=17.1; SHSP EMPHASIS AREA 2=INTERSECTION SR-818/GRIFFIN RD AT I-95 INTERCHANGE; SR-811/S DIXIE HWY AT CYPRESS CREEK ROAD SR-7/U-441 @ NW 26TH STREET SR-7/US-441 @ NW 29 ST.; SR-814/ ATLANTIC BLVD @ SR-5/US-1 G/W 445628.1 (LEAD)

4538241 TRAFFIC OPS IMPROVEMENT

Non-SIS



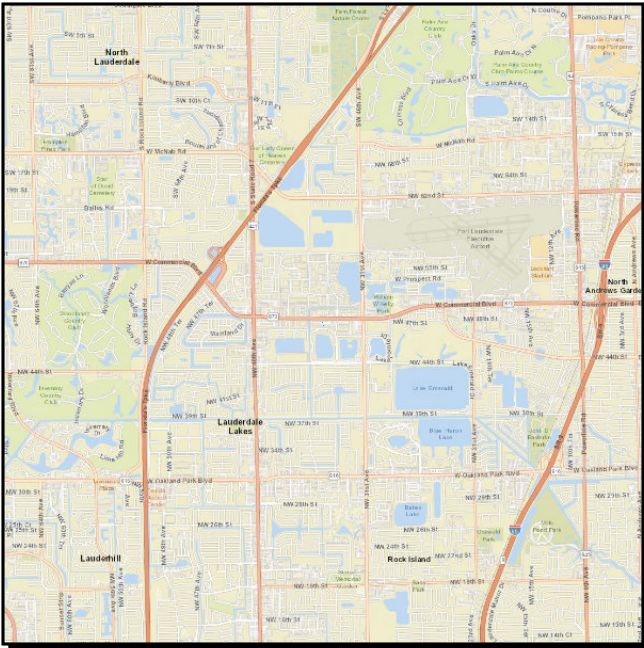
Work Summary: OTHER ITS
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DITS	503,680	0	0	0	0	503,680
Total		503,680	0	0	0	0	503,680

Prior Year Cost:
Future Year Cost:
Total Project Cost: 503,680
Project Description:

4538261 TRAFFIC OPS IMPROVEMENT

Non-SIS



Work Summary: OTHER ITS

From:

To:

Lead Agency: FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DITS	1,077,198	0	0	0	0	1,077,198
Total		1,077,198	0	0	0	0	1,077,198

Prior Year Cost:

Future Year Cost:

Total Project Cost: 1,077,198

Project Description:

4538251 TRAFFIC OPS IMPROVEMENT

Non-SIS



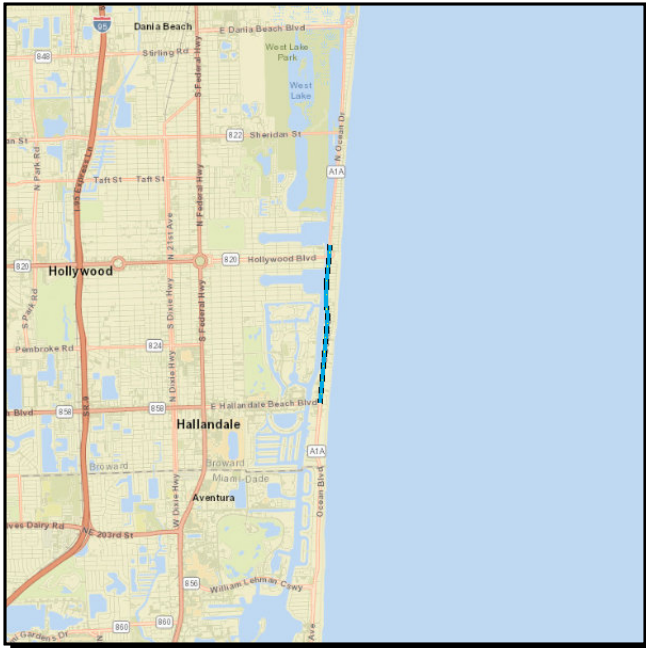
Work Summary: OTHER ITS
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DITS	503,680	0	0	0	0	503,680
Total		503,680	0	0	0	0	503,680

Prior Year Cost:
Future Year Cost:
Total Project Cost: 503,680
Project Description:

4534311 SR-A1A FROM SOUTH OF ARIZONA ST TO HALLANDALE BEACH BLVD

Non-SIS



Work Summary: TRANSPORTATION PLANNING

From:

To:

Lead Agency: BROWARD MPO

Length: 1.931

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PLN	SU	150,000	0	0	0	0	150,000
Total		150,000	0	0	0	0	150,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 150,000

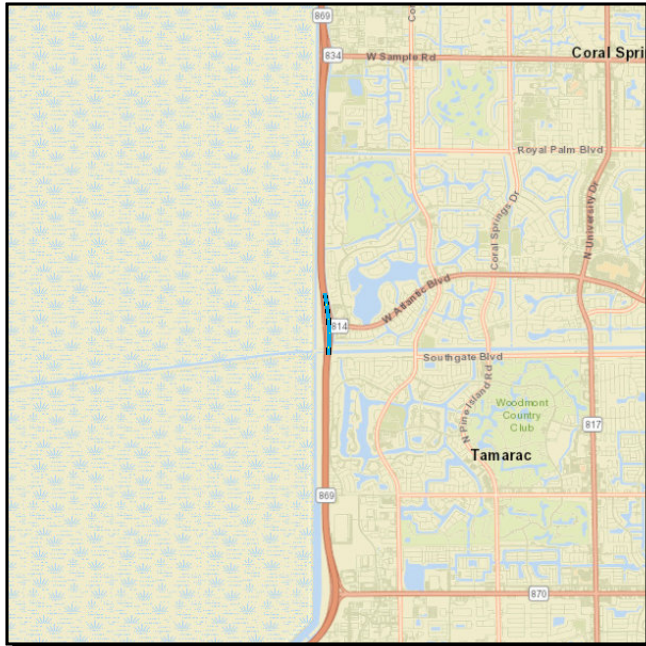
Project Description:

Section 2 - TURNPIKE

DRAFT

4439561 ATLANTIC BLVD INTCHNG IMPROVEMENTS (SAWGRASS XWAY MP 8)

SIS



Work Summary: INTERCHANGE IMPROVEMENT

From:

To:

Lead Agency: FDOT

Length: 3.125

MTP Pg.: 5-4

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	PKYI	36,709	0	0	0	0	36,709
ROW	PKYI	202	0	0	0	0	202
PE	PKYI	1,096	0	0	0	0	1,096
Total		38,007	0	0	0	0	38,007

Prior Year Cost: 84,940,570

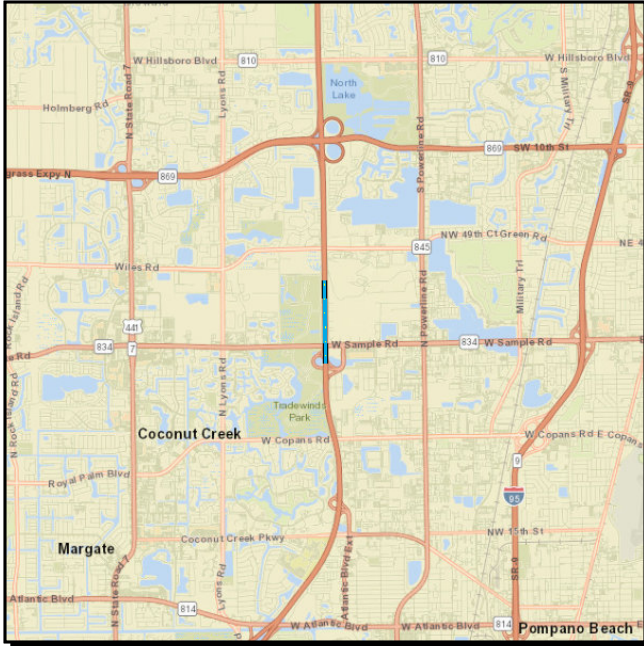
Future Year Cost:

Total Project Cost: 84,978,577

Project Description:

4520781 WIDEN TPK (SR91) N OF SAMPLE RD TO WILES RD (MP 69-70)

Non-SIS



Work Summary: ADD LANES & RECONSTRUCT

From:

To:

Lead Agency: FDOT

Length: 0.986

MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	PKYI	1,710,000	0	0	0	0	1,710,000
Total		1,710,000	0	0	0	0	1,710,000

Prior Year Cost: 1,500

Future Year Cost:

Total Project Cost: 1,711,500

Project Description:

Section 3 - FLP: TRANSIT

DRAFT

4563341 Josh Lee Blvd

Non-SIS

No Map Available

Work Summary: TRANSIT IMPROVEMENT
From:
To:
Lead Agency: Sunrise
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	FTA	2,500,000	0	0	0	0	2,500,000
CAP	LF	2,200,000	0	0	0	0	2,200,000
Total		4,700,000	0	0	0	0	4,700,000

Prior Year Cost:

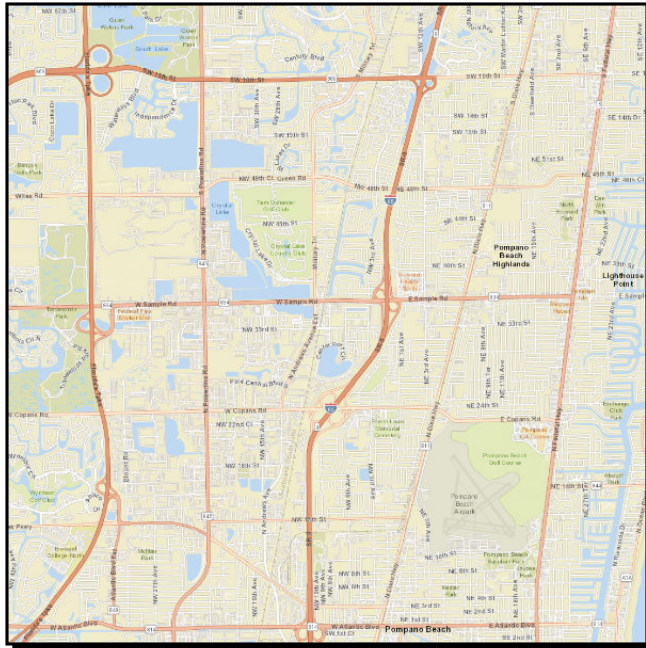
Future Year Cost:

Total Project Cost: 4,700,000

Project Description: Consolidated Appropriations Act. Community Project Funding . The local funding is displayed for illustrative purposes only. The local funds will be included in the municipality's budget for FY25, starting October 1, 2024.

4546011 RAIL VEHICLE REPLACEMENT GRANT FOR SFRTA

Non-SIS



Work Summary: TRANSIT IMPROVEMENT

From:

To:

Lead Agency: SOUTH FL REG TRANSPORT AUTH

Length: 0.000

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	FTA	71,700,000	0	0	0	0	71,700,000
CAP	LF	28,680,000	0	0	0	0	28,680,000
Total		100,380,000	0	0	0	0	100,380,000

Prior Year Cost:

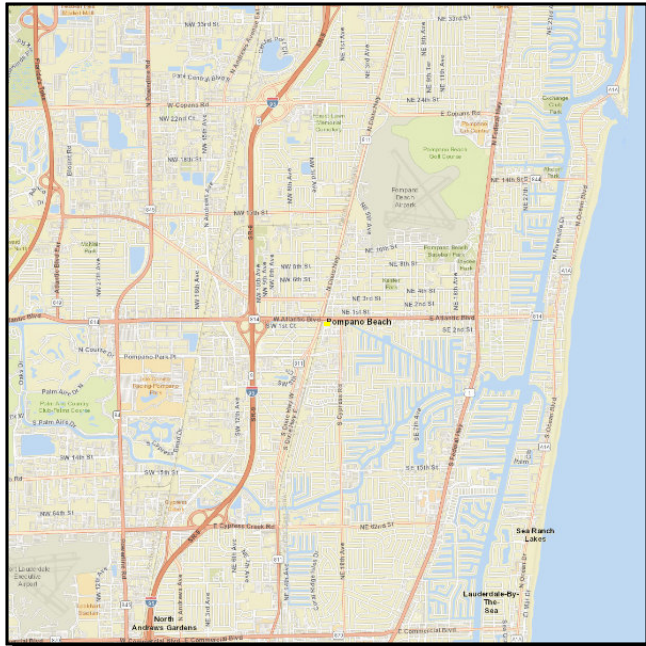
Future Year Cost:

Total Project Cost: 100,380,000

Project Description: \$71,700,000 FY 2022 and FY 2023 Competitive Grants for Rail Vehicle Replacement Program (Rail Program).

4540431 SERVICE DEVELOPMENT, CITY OF POMPANO BEACH, MICROTRANSIT EXPANSION

Non-SIS



Work Summary: TRANSIT IMPROVEMENT

From:

To:

Lead Agency: CITY OF POMPANO BEACH

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
OPS	DPTO	195,000	0	0	0	0	195,000
OPS	LF	195,000	0	0	0	0	195,000
Total		390,000	0	0	0	0	390,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 390,000

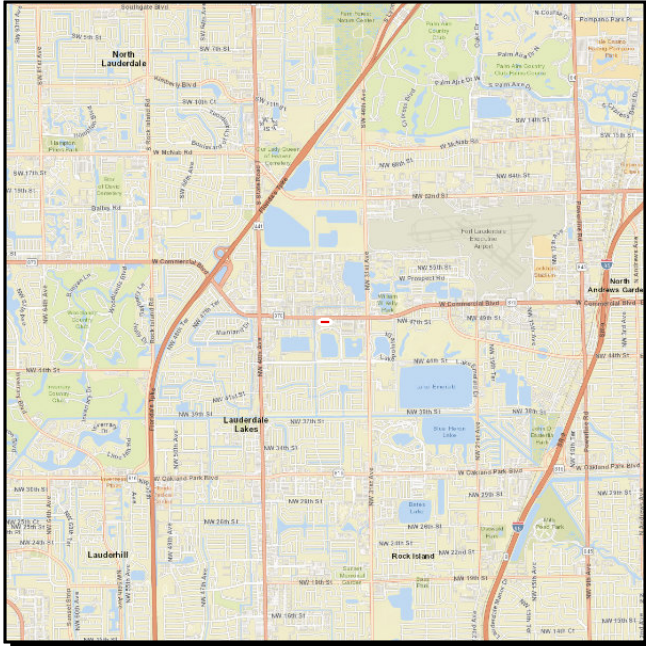
Project Description:

Section 4 - FLORIDA RAIL ENTERPRISE

DRAFT

4170315 SFCEC CORRIDOR TRANSIT ALT, FROM MIAMI TO BROWARD

Non-SIS



Work Summary: RAIL CAPACITY PROJECT
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PDE	LF	4,000,000	0	0	0	0	4,000,000
Total		4,000,000	0	0	0	0	4,000,000

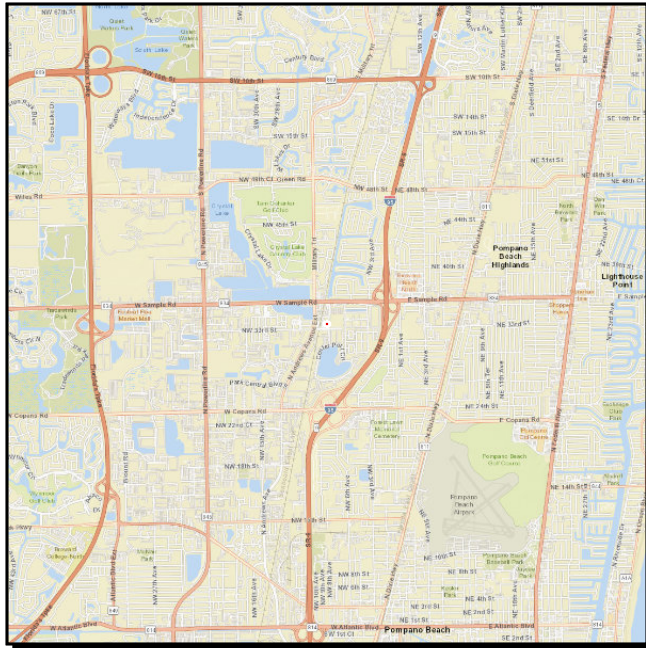
Prior Year Cost: 10,560,405

Future Year Cost:

Total Project Cost: 14,560,405

Project Description: SFCEC CORRIDOR TRANSIT ALTERNATIVE ANALYSIS. SFCEC = SOUTH FLORIDA EAST COAST CORRIDOR. 22-01: FY2023 FUNDS ARE DEDICATED FOR BCR SOUTH ACTIVITIES. 22-01: FY2024 LF WITH BROWARD COUNTY \$7M.

4521691 SFRC - WAYSIDE IMPACT LOAD DETECTOR/TRAIN WHEEL DETECTORS (SFRTA) Non-SIS



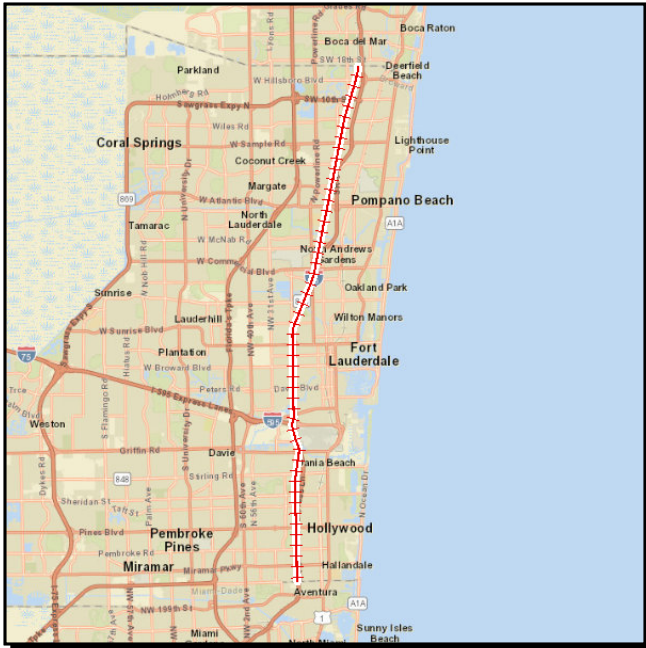
Work Summary: RAIL PRESERVATION PROJECT
From:
To:
Lead Agency: SFRTA 0
MTP Pg.: 5-37

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	1,727,937	0	0	0	0	1,727,937
Total		1,727,937	0	0	0	0	1,727,937

Prior Year Cost:
Future Year Cost:
Total Project Cost: 1,727,937
Project Description:

4537731 SFRC CORRIDOR FROM MAGONIA PARK TO MIC

Non-SIS



Work Summary:

RAIL REVENUE/OPERATIONAL

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-37

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	600,000	0	0	0	0	600,000
Total		600,000	0	0	0	0	600,000

Prior Year Cost:

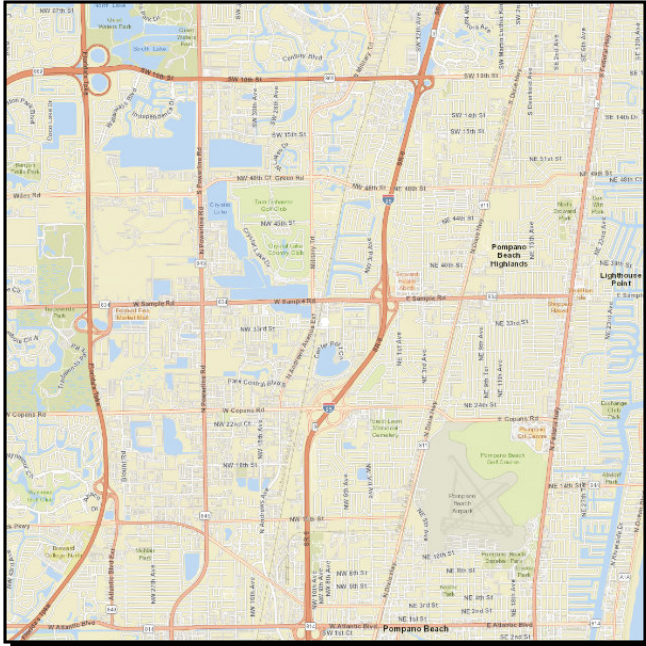
Future Year Cost:

Total Project Cost: 600,000

Project Description:

4537771 SFRC REPLACE DAX CABLE WPB - BANYAN

Non-SIS

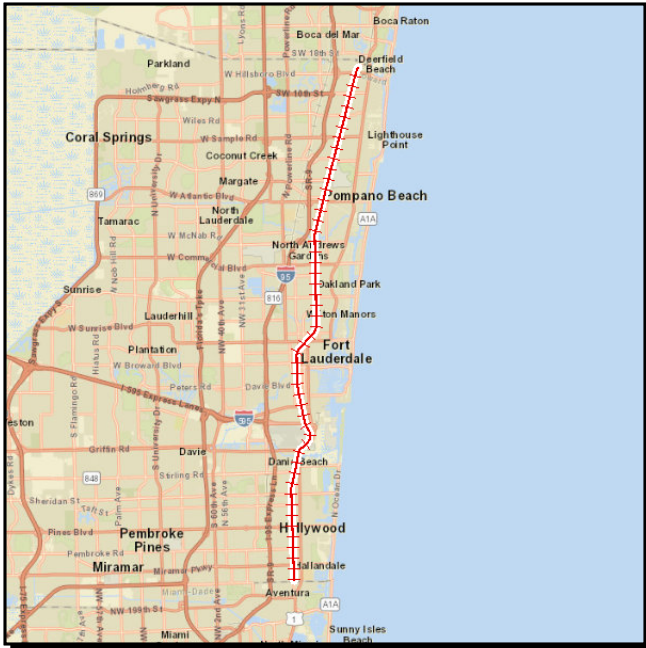


Work Summary: RAIL REVENUE/OPERATIONAL
From:
To:
Lead Agency: SFRTA 0
MTP Pg.: 5-37

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	88,000	0	0	0	0	88,000
Total		88,000	0	0	0	0	88,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 88,000
Project Description:

4170313 SOUTH FLORIDA EAST COAST CORRIDOR (SFECC) CORRIDOR MANAGEMENT Non-SIS



Work Summary: RAIL CAPACITY PROJECT
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PDE	DPTO	3,800,000	0	0	0	0	3,800,000
RRU	DPTO	50,000	0	0	0	0	50,000
Total		3,850,000	0	0	0	0	3,850,000

Prior Year Cost: 11,912,254

Future Year Cost:

Total Project Cost: 15,762,254

Project Description: PHASE 1 AND PHASE 2 STUDIES UNDER 417031-1; D31 IS UNDER SEGMENT 8 22-01: FY 2023 FUNDS DEDICATED TO COMMUTER RAIL SUPPORT

4499331 VETERANS ADMINISTRATION (VA) RAIL CONNECTION FEASIBILITY STUDY

Non-SIS



Work Summary: RAIL PRESERVATION PROJECT
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-3

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PDE	TRIP	250,000	0	0	0	0	250,000
Total		250,000	0	0	0	0	250,000

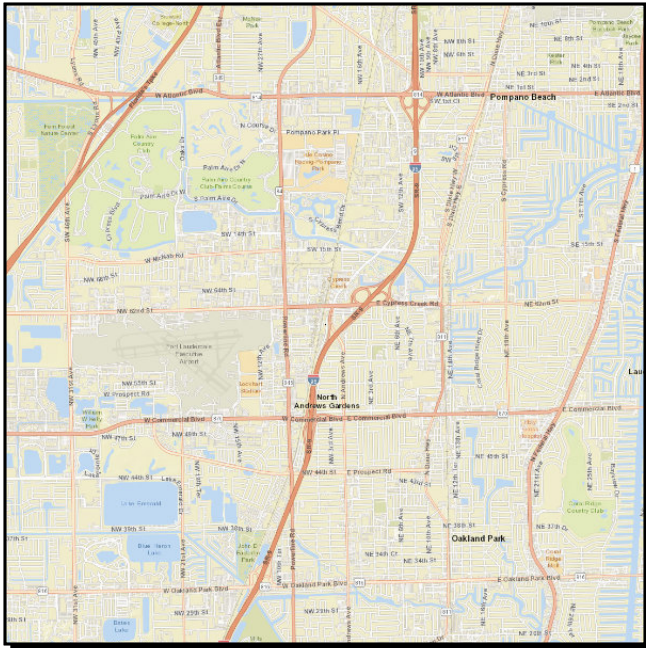
Prior Year Cost: 250,000
Future Year Cost:
Total Project Cost: 500,000
Project Description: APPROVED BY CO

Section 5 - RAIL

DRAFT

2025002 FEC Railroad Safety

Non-SIS



Work Summary: RAIL SAFETY PROJECT **From:**

To:

Lead Agency: BROWARD MPO

MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	FRA	15,440,000	0	0	0	0	15,440,000
CAP	LF	3,860,000	0	0	0	0	3,860,000
Total		19,300,000	0	0	0	0	19,300,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 19,300,000

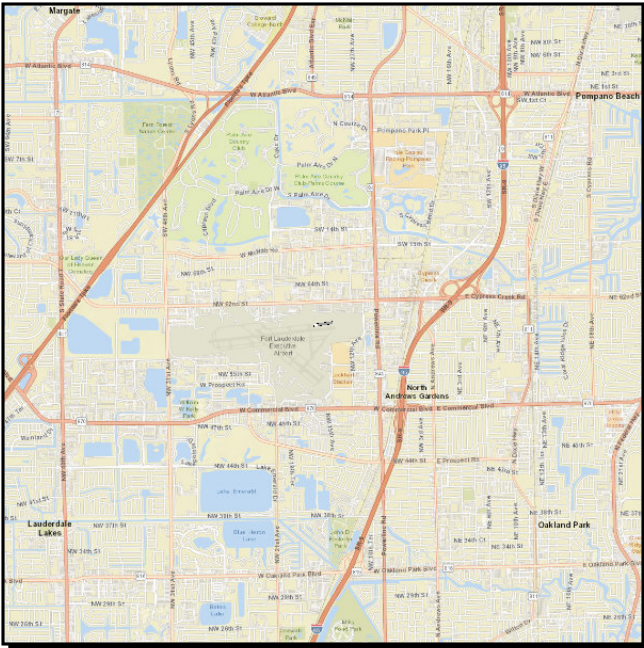
Project Description: Railroad Crossing Elimination Program FFY 2022, Volume 87 No. 40335 (July 6, 2022). Grant No. RCE2023000068. 20% local funding for match is proceeding through the local budgeting process. The local funding is displayed for illustrative purposes only. The local funds will be included in the Municipalities and county's budget for FY25, starting October 1, 2024.

Section 6 - FLP: AVIATION

DRAFT

4533511 FORT LAUDERDALE EXECUTIVE AIRPORT - CONSTRUCT MAINTENANCE APRON

Non-SIS



Work Summary: AVIATION PRESERVATION
From:
To:
Lead Agency: Responsible Agency Not Available 0
MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	493,000	0	0	0	0	493,000
CAP	LF	123,250	0	0	0	0	123,250
Total		616,250	0	0	0	0	616,250

Prior Year Cost:

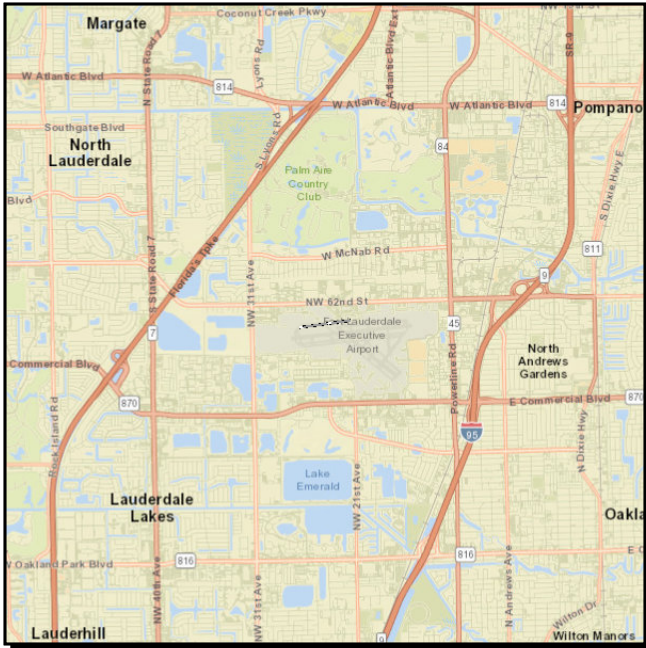
Future Year Cost:

Total Project Cost: 616,250

Project Description: PAVEMENT REHAB

4515321 FORT LAUDERDALE EXECUTIVE AIRPORT - TAXIWAY EXTENSION - CONSTRUCTION

Non-SIS

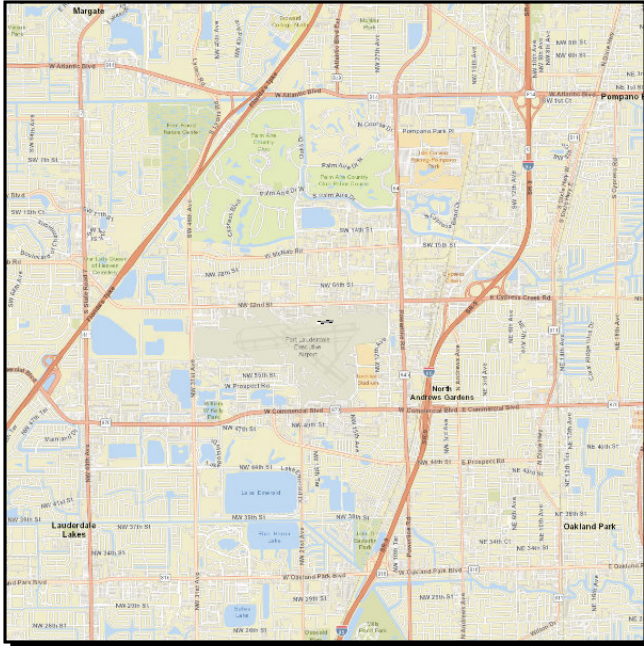


Work Summary: AVIATION PRESERVATION
From:
To:
Lead Agency: Responsible Agency Not Available
MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	40,300	0	0	0	0	40,300
CAP	LF	40,300	0	0	0	0	40,300
CAP	FAA	725,400	0	0	0	0	725,400
Total		806,000	0	0	0	0	806,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 806,000
Project Description:

4533501 FORT LAUDERDALE EXECUTIVE AIRPORT - TWX ECHO PAVEMENT REHAB CONSTRUCT Non-SIS



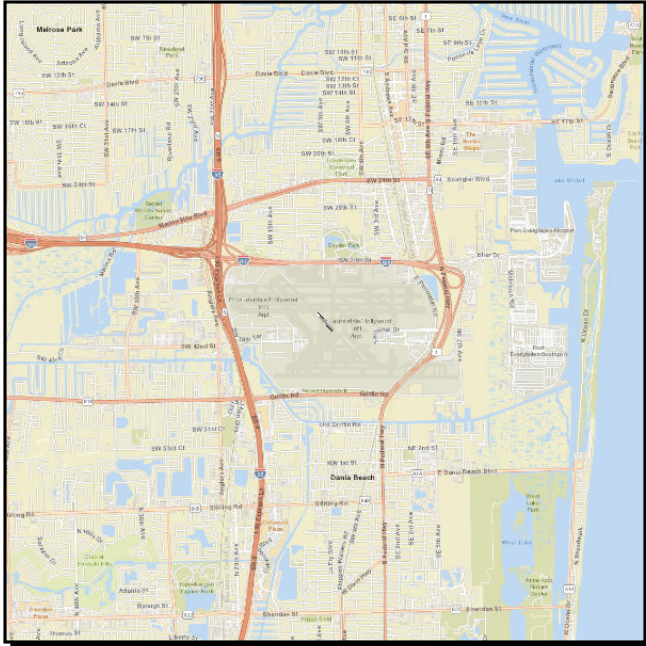
Work Summary: AVIATION PRESERVATION
From:
To:
Lead Agency: Responsible Agency Not Available 0
MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	2,048,000	0	0	0	0	2,048,000
CAP	LF	512,000	0	0	0	0	512,000
Total		2,560,000	0	0	0	0	2,560,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 2,560,000
Project Description:

4495971 FORT LAUDERDALE/HOLLYWOOD INTERNATIONAL AIRPORT AIRFIELD ELECTRICAL

Non-SIS



Work Summary: AVIATION

From:

To:

Lead Agency: Responsible Agency Not Available

0

MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	75,000	0	0	0	0	75,000
CAP	LF	75,000	0	0	0	0	75,000
Total		150,000	0	0	0	0	150,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 150,000

Project Description: VAULT DESIGN

4533521 NORTH PERRY AIRPORT - MITIGATE RW 1L-19R CROSSINGS & EXTEND TAXIWAY A

Non-SIS



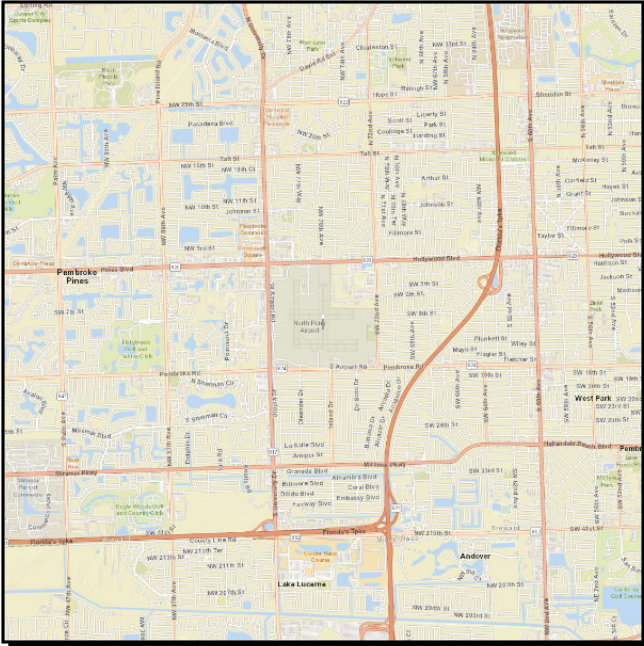
Work Summary: AVIATION PRESERVATION
From:
To:
Lead Agency: Responsible Agency Not Available 0
MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	1,176,800	0	0	0	0	1,176,800
CAP	LF	294,200	0	0	0	0	294,200
Total		1,471,000	0	0	0	0	1,471,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 1,471,000
Project Description: CONSTRUCTION

4496031 NORTH PERRY AIRPORT TAXIWAY M PAVEMENT REHABILITATION (CONSTRUCTION)

Non-SIS



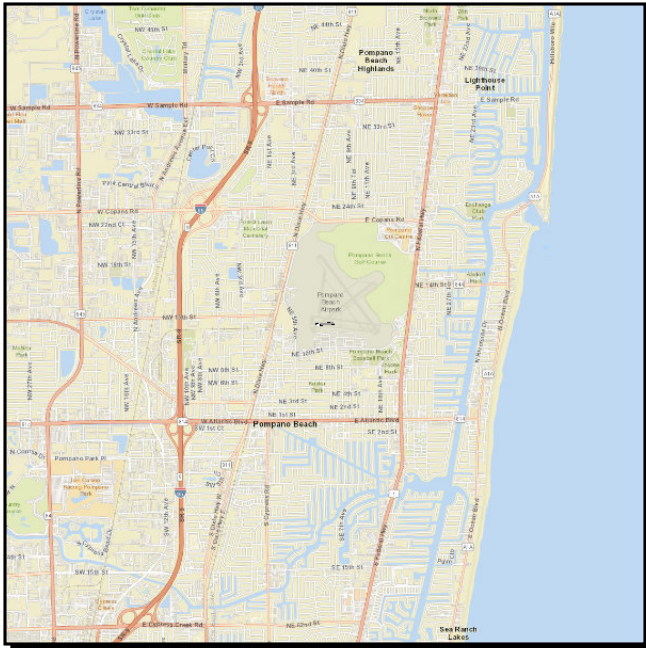
Work Summary: AVIATION PRESERVATION
From:
To:
Lead Agency: Responsible Agency Not Available 0
MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	105,000	0	0	0	0	105,000
CAP	LF	105,000	0	0	0	0	105,000
CAP	FAA	1,890,000	0	0	0	0	1,890,000
Total		2,100,000	0	0	0	0	2,100,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 2,100,000
Project Description:

4533561 POMPANO BEACH AIRPARK - DESIGN RUNWAY 15 AND 24 RVZ CORRECTIONS

Non-SIS



Work Summary: AVIATION PRESERVATION

From:

To:

Lead Agency: Responsible Agency Not Available

0

MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	DPTO	5,000	0	0	0	0	5,000
CAP	LF	5,000	0	0	0	0	5,000
CAP	FAA	90,000	0	0	0	0	90,000
Total		100,000	0	0	0	0	100,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 100,000

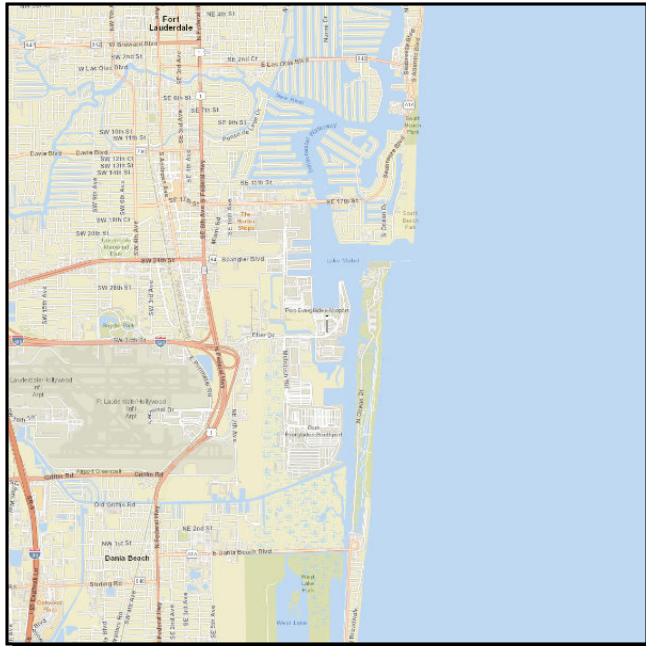
Project Description:

Section 7 - FLP: SEAPORT

DRAFT

4522171 CRUISE TERMINAL 29 IMPROVEMENTS/EXPANSION

Non-SIS



Work Summary: SEAPORT CAPACITY PROJECT
From:
To:
Lead Agency: Responsible Agency Not Available 0
MTP Pg.: 5-34

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CAP	PORT	3,195,263	0	0	0	0	3,195,263
CAP	LF	3,195,263	0	0	0	0	3,195,263
Total		6,390,526	0	0	0	0	6,390,526

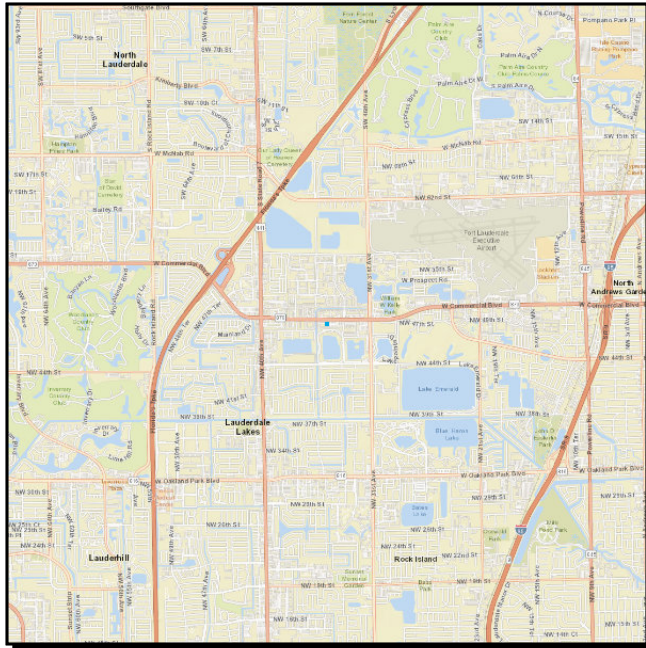
Prior Year Cost:
Future Year Cost:
Total Project Cost: 6,390,526
Project Description:

Section 9 - Maintenance

DRAFT

4410423 BROWARD COUNTY DRAINAGE

Non-SIS

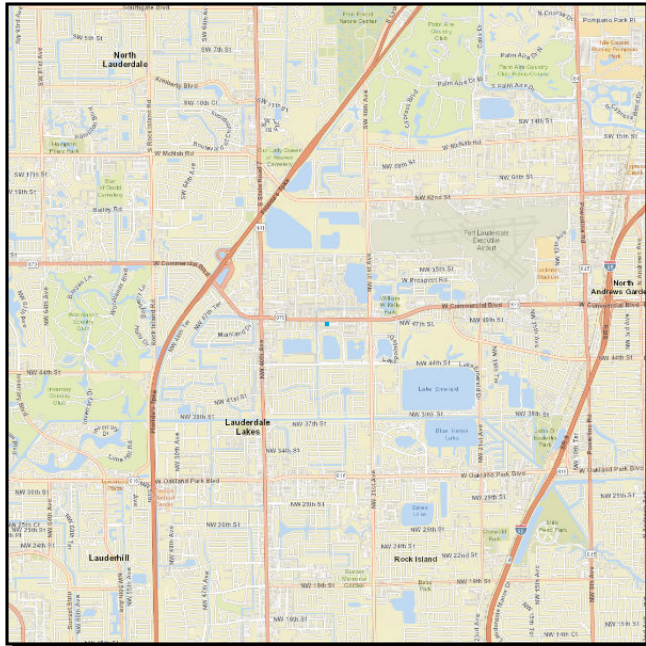


Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	350,000	0	0	0	0	350,000
Total		350,000	0	0	0	0	350,000

Prior Year Cost: 854,169
Future Year Cost:
Total Project Cost: 1,204,169
Project Description:

4441781 BROWARD COUNTY GUARDRAIL & ATTENUATOR REPAIR & FENCE- PRIMARY Non-SIS



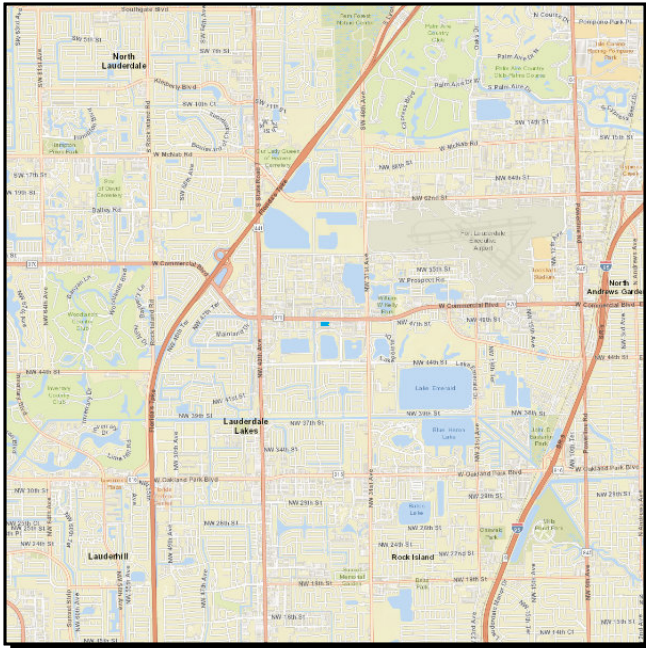
Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT
Length: 0.000
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	250,000	0	0	0	0	250,000
Total		250,000	0	0	0	0	250,000

Prior Year Cost: 250,000
Future Year Cost:
Total Project Cost: 500,000
Project Description:

4378742 BROWARD COUNTY PAVEMENT MARKERS PRIMARY

Non-SIS



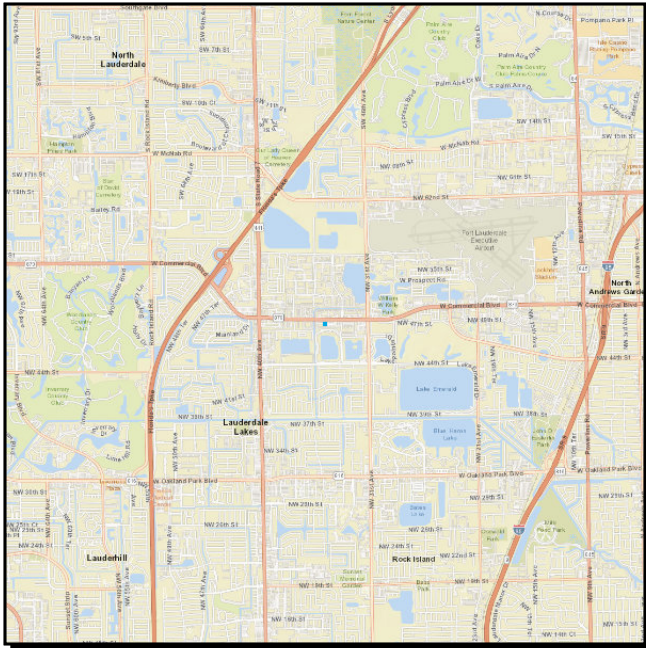
Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	350,000	0	0	0	0	350,000
Total		350,000	0	0	0	0	350,000

Prior Year Cost: 700,000
Future Year Cost:
Total Project Cost: 1,050,000
Project Description:

4346823 BROWARD COUNTY PAVEMENT STRIPING PRIMARY ROADS

Non-SIS



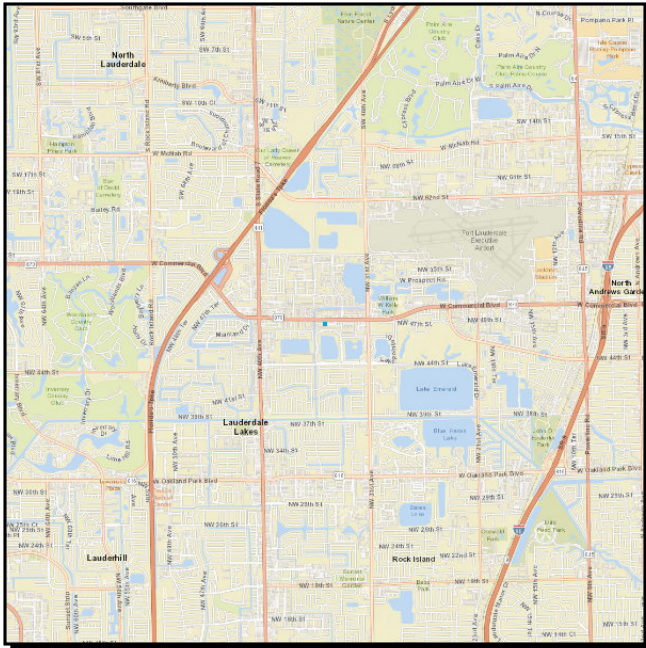
Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	500,000	0	0	0	0	500,000
Total		500,000	0	0	0	0	500,000

Prior Year Cost: 500,000
Future Year Cost:
Total Project Cost: 1,000,000
Project Description:

4280735 BROWARD COUNTY PRESSURE CLEANING AND COATING - PRIMARY ROADS

Non-SIS



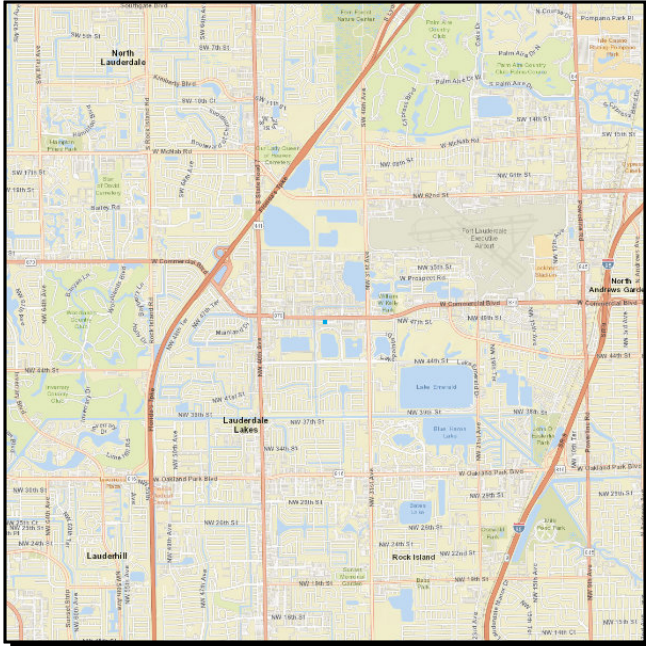
Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	100,000	0	0	0	0	100,000
Total		100,000	0	0	0	0	100,000

Prior Year Cost: 200,000
Future Year Cost:
Total Project Cost: 300,000
Project Description:

4242959 BROWARD COUNTY PRIMARY TREE TRIMMING

Non-SIS



Work Summary:

ROUTINE MAINTENANCE

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	300,000	0	0	0	0	300,000
Total		300,000	0	0	0	0	300,000

Prior Year Cost: 450,000

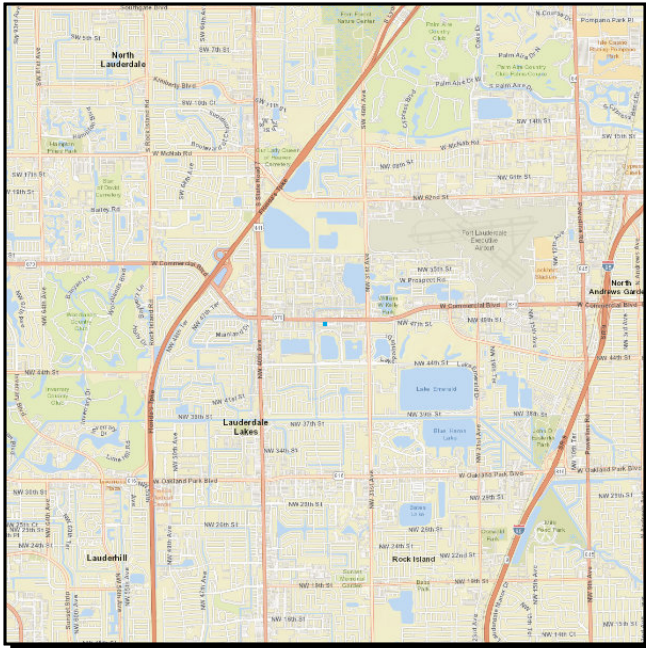
Future Year Cost:

Total Project Cost: 750,000

Project Description:

2339139 BROWARD COUNTY PUSHBUTTON DESILTING

Non-SIS



Work Summary:

ROUTINE MAINTENANCE

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	262,000	0	0	0	0	262,000
Total		262,000	0	0	0	0	262,000

Prior Year Cost: 524,000

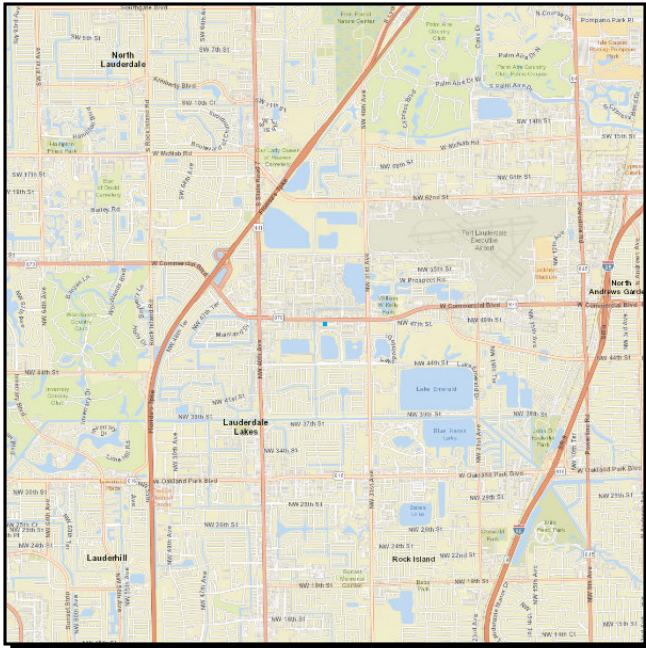
Future Year Cost:

Total Project Cost: 786,000

Project Description:

4242668 BROWARD COUNTY SHOULDER REPAIR/REDRESS PRIMARY

Non-SIS



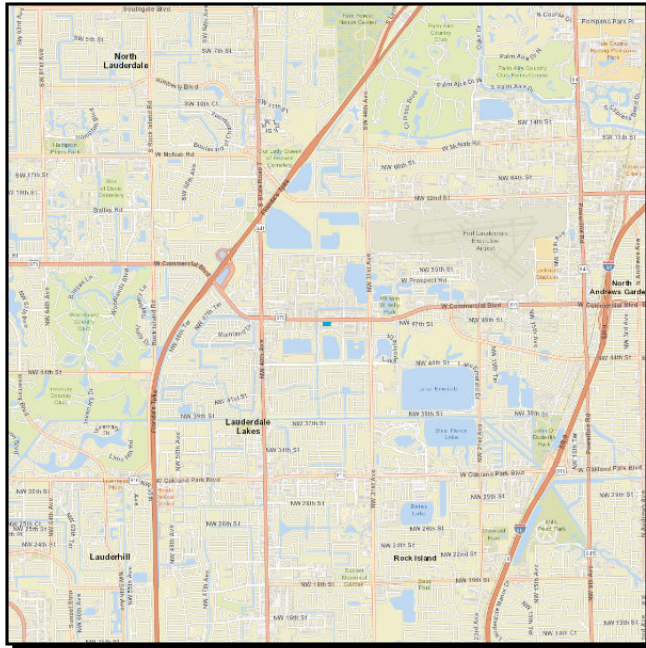
Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	125,000	0	0	0	0	125,000
Total		125,000	0	0	0	0	125,000

Prior Year Cost: 250,000
Future Year Cost:
Total Project Cost: 375,000
Project Description:

4378802 BROWARD COUNTY SIGN REPLACEMENT

Non-SIS



Work Summary:

ROUTINE MAINTENANCE

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	250,000	0	0	0	0	250,000
Total		250,000	0	0	0	0	250,000

Prior Year Cost: 250,000

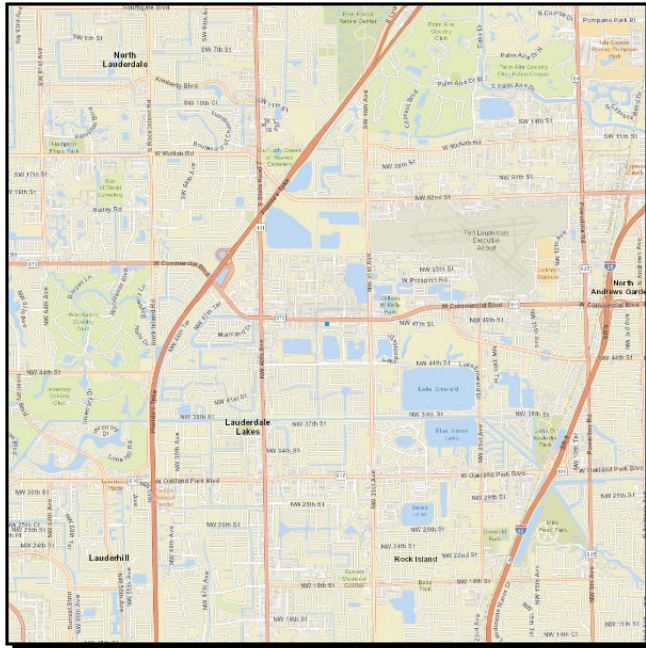
Future Year Cost:

Total Project Cost: 500,000

Project Description:

4462102 BROWARD LITTER AND DEBRIS REMOVAL

Non-SIS



Work Summary:

ROUTINE MAINTENANCE

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	250,000	0	0	0	0	250,000
Total		250,000	0	0	0	0	250,000

Prior Year Cost: 559,400

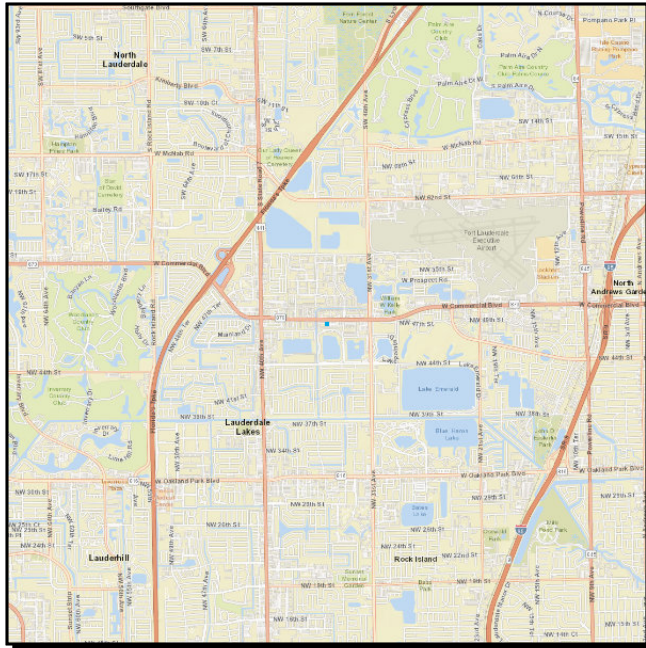
Future Year Cost:

Total Project Cost: 809,400

Project Description:

4283336 BROWARD NPDES CORRECTIVE ACTIONS

Non-SIS



Work Summary:

ROUTINE MAINTENANCE

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	450,000	0	0	0	0	450,000
Total		450,000	0	0	0	0	450,000

Prior Year Cost: 900,000

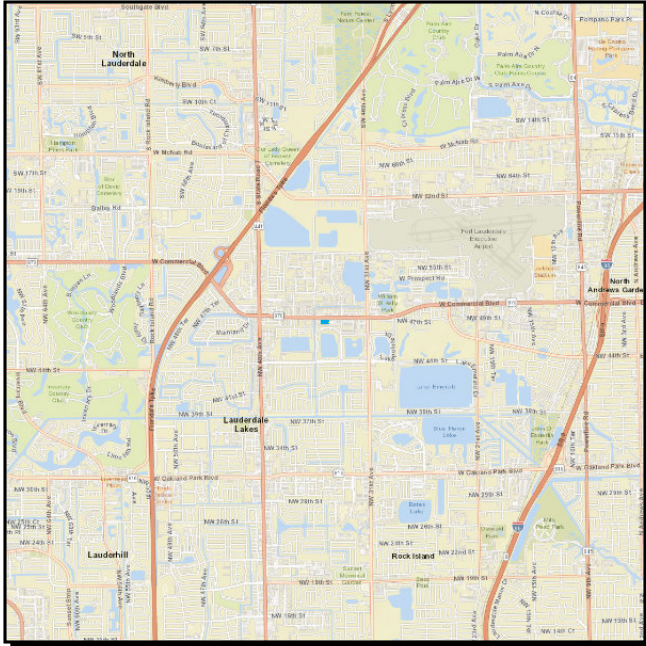
Future Year Cost:

Total Project Cost: 1,350,000

Project Description:

4325963 BROWARD NPDES SWEEPING PRIMARY

Non-SIS



Work Summary:

ROUTINE MAINTENANCE

From:

To:

Lead Agency:

FDOT

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	300,000	0	0	0	0	300,000
Total		300,000	0	0	0	0	300,000

Prior Year Cost: 750,000

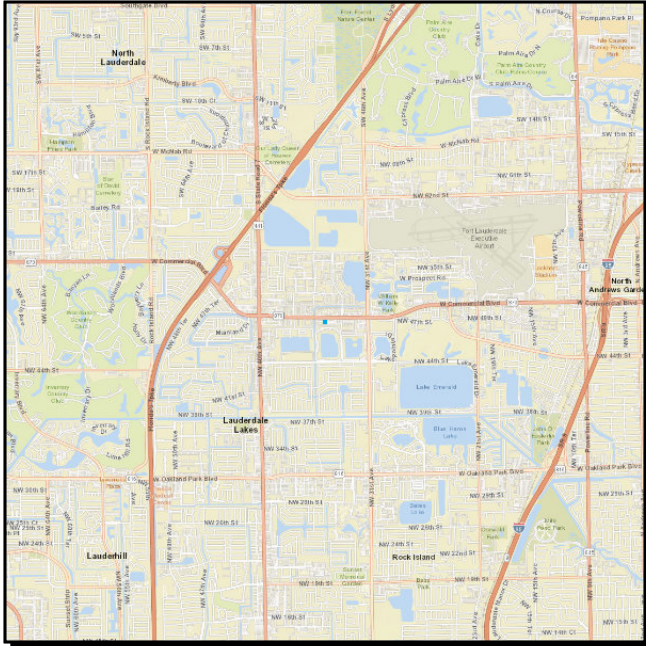
Future Year Cost:

Total Project Cost: 1,050,000

Project Description:

4397814 BROWARD PAVEMENT MARKINGS & STRIPING HAND WORK

Non-SIS



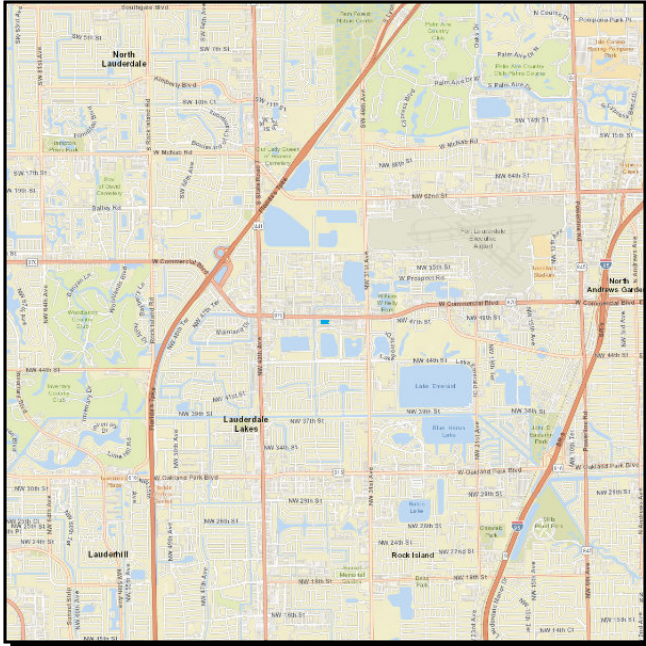
Work Summary: ROUTINE MAINTENANCE
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	300,000	0	0	0	0	300,000
Total		300,000	0	0	0	0	300,000

Prior Year Cost: 300,000
Future Year Cost:
Total Project Cost: 600,000
Project Description:

4516311 FT. LAUDERDALE DISTRICT HEADQUARTERS-LIGHTING DEFICIENCY & ENERGY RED.

Non-SIS



Work Summary: FIXED CAPITAL OUTLAY From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	30,000	0	0	0	0	30,000
Total		30,000	0	0	0	0	30,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 30,000

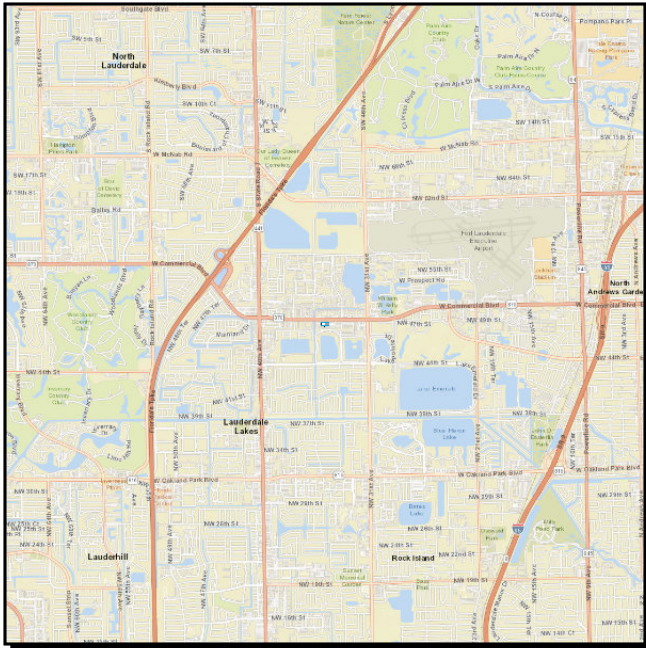
Project Description:

Section 10 - Fixed Capital Outlay

DRAFT

4500535 BROWARD MATERIALS LAB - MAIN BUILDING NEW ROOF

Non-SIS



Work Summary: FIXED CAPITAL OUTLAY **From:**
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	FCO	250,000	0	0	0	0	250,000
Total		250,000	0	0	0	0	250,000

Prior Year Cost: 31,949

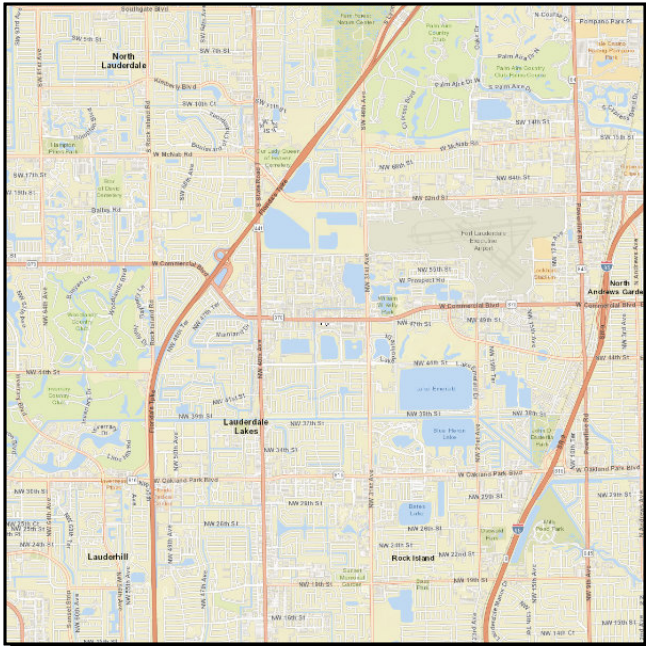
Future Year Cost:

Total Project Cost: 281,949

Project Description:

4500537 BROWARD MATERIALS LAB - ROOF TOP UNIT (RTU) REPLACEMENT

Non-SIS

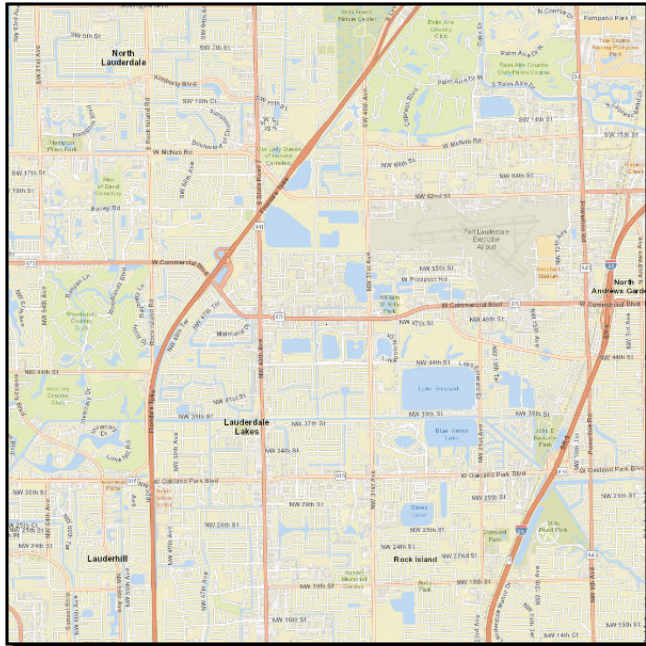


Work Summary: FIXED CAPITAL OUTLAY **From:**
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
MNT	D	30,000	0	0	0	0	30,000
Total		30,000	0	0	0	0	30,000

Prior Year Cost: 60,000
Future Year Cost:
Total Project Cost: 90,000
Project Description:

4516281 BROWARD OPERATIONS CENTER - GENERATOR INSTALLATION AUDITORIUM Non-SIS



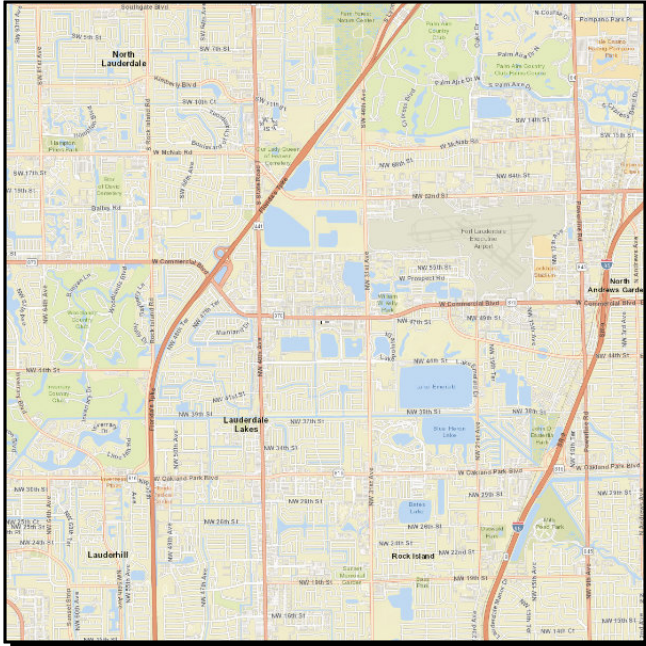
Work Summary: FIXED CAPITAL OUTLAY From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	FCO	85,000	0	0	0	0	85,000
Total		85,000	0	0	0	0	85,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 85,000
Project Description:

4468964 BROWARD OPERATIONS CENTER - INSTALL TRANE TRACER SC+ BAS WEB

Non-SIS



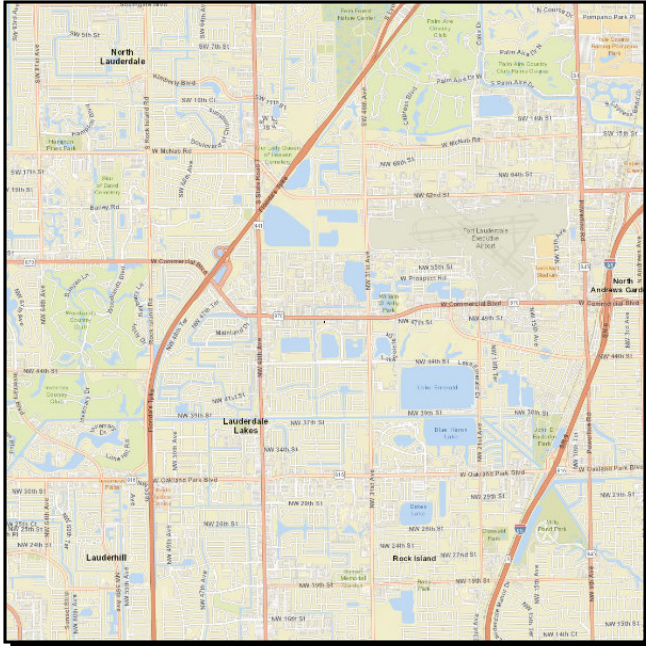
Work Summary: FIXED CAPITAL OUTLAY From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	FCO	55,000	0	0	0	0	55,000
MNT	D	55,000	0	0	0	0	55,000
Total		110,000	0	0	0	0	110,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 110,000
Project Description:

4468968 BROWARD OPERATIONS CENTER TRANSFORMER REPLACEMENT

Non-SIS



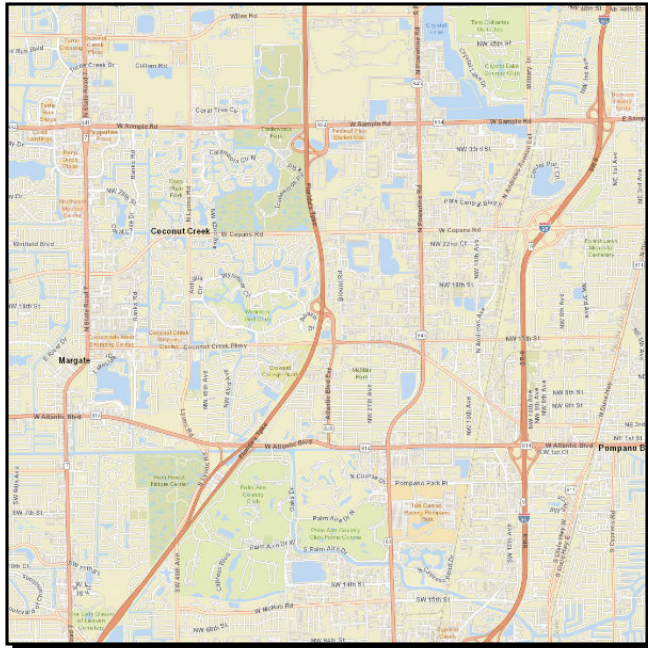
Work Summary: FIXED CAPITAL OUTLAY **From:**
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	FCO	3,000,000	0	0	0	0	3,000,000
Total		3,000,000	0	0	0	0	3,000,000

Prior Year Cost:
Future Year Cost:
Total Project Cost: 3,000,000
Project Description:

4540901 TURNPIKE POMPANO OPERATIONS - VARIABLE AIR VOLUME BOX REPLACEMENT

Non-SIS

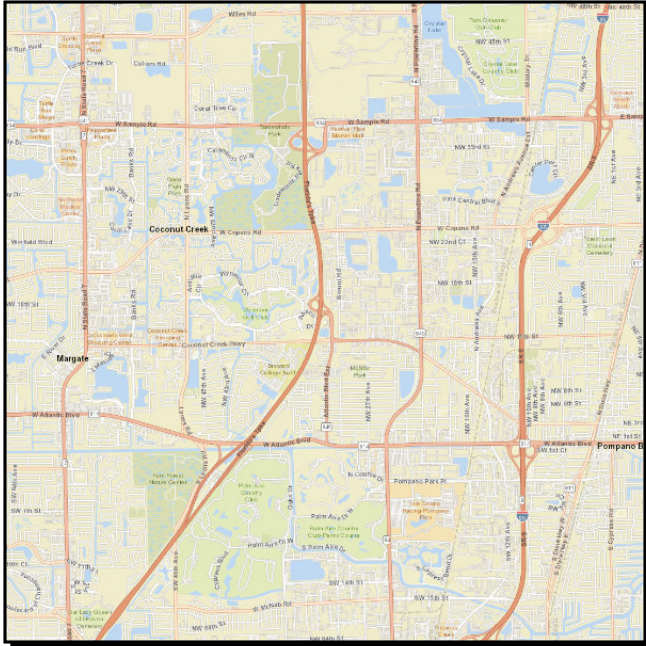


Work Summary: FIXED CAPITAL OUTLAY From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	PKYR	58,817	0	0	0	0	58,817
Total		58,817	0	0	0	0	58,817

Prior Year Cost:
Future Year Cost:
Total Project Cost: 58,817
Project Description:

4540902 TURNPIKE POMPANO OPERATIONS -SECURITY LED LIGHTING UPGRADE PARKING LOT Non-SIS

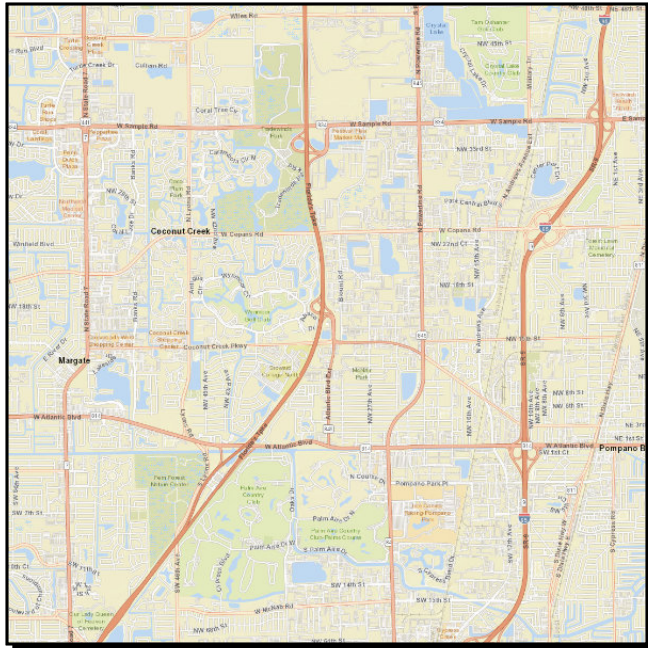


Work Summary: FIXED CAPITAL OUTLAY From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	PKYR	109,710	0	0	0	0	109,710
Total		109,710	0	0	0	0	109,710

Prior Year Cost:
Future Year Cost:
Total Project Cost: 109,710
Project Description:

4540903 TURNPIKE POMPANO OPERATIONS-UNINTERRUPTIBLE POWER SUPPLY REPLACEMENT Non-SIS



Work Summary: FIXED CAPITAL OUTLAY From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	PKYR	264,893	0	0	0	0	264,893
Total		264,893	0	0	0	0	264,893

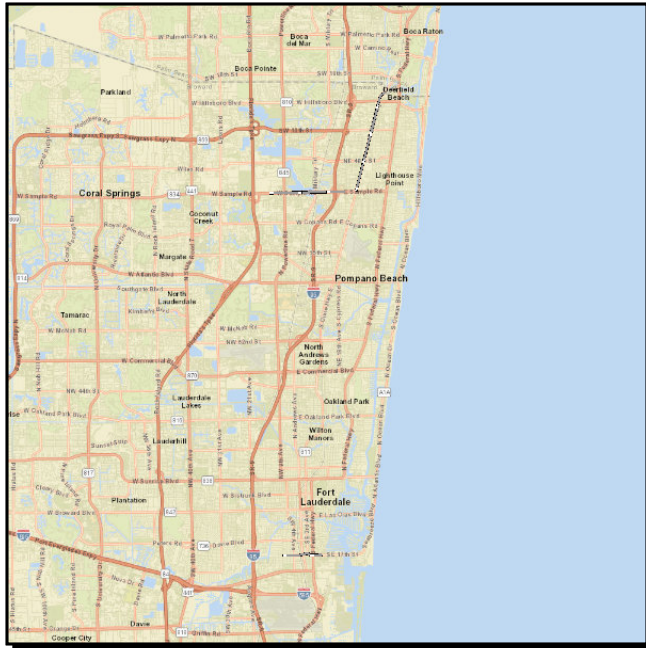
Prior Year Cost:
Future Year Cost:
Total Project Cost: 264,893
Project Description:

Section 11 - MISCELLANEOUS

DRAFT

4463771 BROWARD MPO COMPLETE STREETS MASTER PLAN

Non-SIS



Work Summary: FEASIBILITY STUDY **From:**
To:
Lead Agency: FDOT **0**
MTP Pg.: 5-30

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PDE	DDR	750,000	0	0	0	0	750,000
PDE	DIH	10,000	0	0	0	0	10,000
Total		760,000	0	0	0	0	760,000

Prior Year Cost:

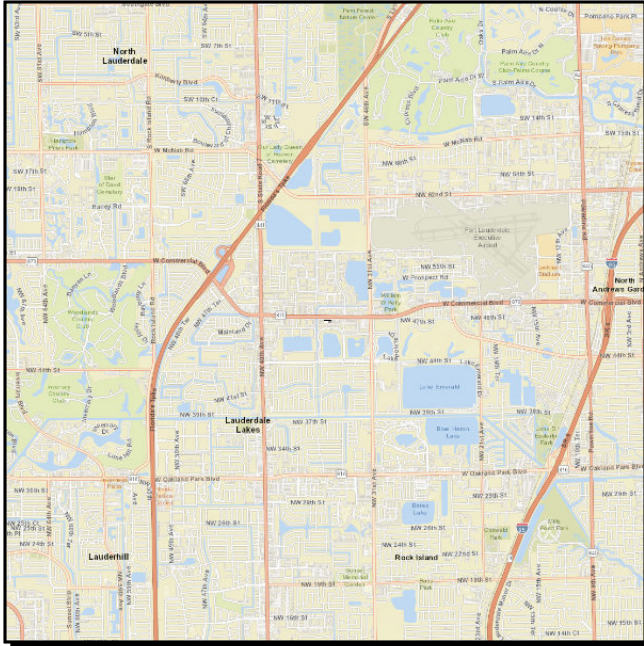
Future Year Cost:

Total Project Cost: 760,000

Project Description: 2023 MPO CSMP PRIORITY# 2 & 4 SR-834/SAMPLE RD FROM BLOUNT RD TO NE 3RD AVE; SR-811/DIXIE HWY FROM SR-834/SAMPLE RD TO BROWARD/PB COL; IS R/W NEEDED

4363762 DISTRICTWIDE TRAFFIC OPERATIONS SAFETY REVIEWS AND STUDIES

Non-SIS



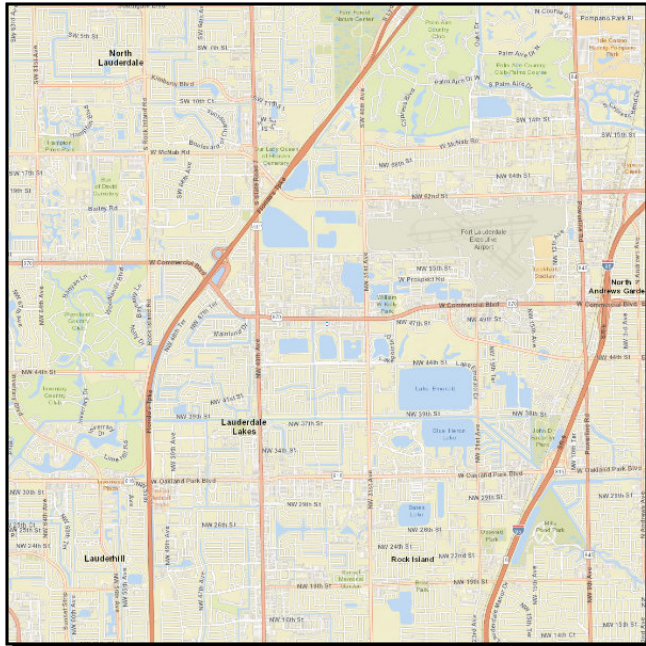
Work Summary: TRAFFIC ENGINEERING STUDY
From:
To:
Lead Agency: FDOT 0
MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
PE	DIH	10,000	0	0	0	0	10,000
PE	DS	200,000	0	0	0	0	200,000
Total		210,000	0	0	0	0	210,000

Prior Year Cost: 1,335,000
Future Year Cost:
Total Project Cost: 1,545,000
Project Description:

4442592 EV CHARGING GAP INTERSTATE 95(SR9) - PHASE 1

Non-SIS



Work Summary: ELECTRIC VEHICLE CHARGING

From:

To:

Lead Agency: Responsible Agency Not Available

0

MTP Pg.: 5-36

Phase	Fund Source	2025	2026	2027	2028	2029	Total
OPS	GFEV	3,400,000	0	0	0	0	3,400,000
CAP	GFEV	1,800,000	0	0	0	0	1,800,000
CAP	LF	520,000	0	0	0	0	520,000
Total		5,720,000	0	0	0	0	5,720,000

Prior Year Cost:

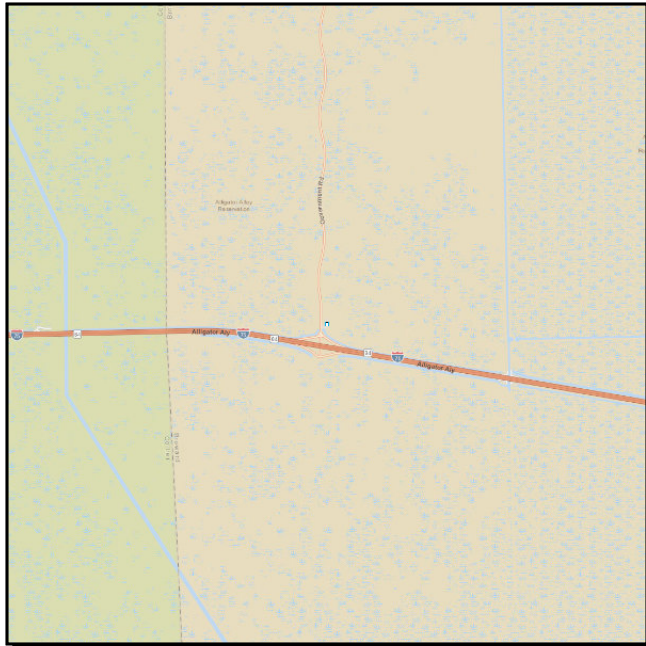
Future Year Cost:

Total Project Cost: 5,720,000

Project Description: PHASE 1: SHARED W/ D5. SEGMENT 13A (D4);13B (D5) PHASE 1: FROM MP 156 TO MP 166

4442591 SR-93/I-75 ELECTRIC VEHICLE CHARGING PROGRAM - PHASE 1

Non-SIS



Work Summary: ELECTRIC VEHICLE CHARGING

From:

To:

Lead Agency: Responsible Agency Not Available

0

MTP Pg.: 5-6

Phase	Fund Source	2025	2026	2027	2028	2029	Total
OPS	GFEV	1,700,000	0	0	0	0	1,700,000
CAP	GFEV	900,000	0	0	0	0	900,000
CAP	LF	520,000	0	0	0	0	520,000
Total		3,120,000	0	0	0	0	3,120,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 3,120,000

Project Description: LOCATION: MICCOSUKEE SERVICE PLAZA



YOUR TAX DOLLARS AT WORK

Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)

NOTICE is hereby given that the Broward Metropolitan Planning Organization (Broward MPO) will hold public meetings and consider approval of the Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP). The TIP is a federally mandated document that lists transportation projects and programs to be funded by Federal, State and local governments and transportation agencies over a five-year period in the Broward area.

Public meetings prior to the Broward MPO Board's consideration of the TIP will be held during the following regularly scheduled meetings, providing the public with three opportunities to make comments:

- **Technical Advisory Committee on Wednesday, June 25, 2025, at 2:30 p.m.**
- **Citizens' Advisory Committee on Wednesday, June 25, 2025, at 6:00 p.m.**
- **Broward MPO Board on Thursday, July 10, 2025, at 9:30 a.m. (Final Action Taken)**

All of the meetings listed above will be conducted as hybrid (partially virtual) meetings. It is a requirement for Board and Committee Members to physically attend these hybrid meetings so as to achieve a quorum. Public can physically or virtually attend these meetings at their preference. All meetings will be held in the Broward MPO Board Room, located in the Trade Centre South Building, 100 West Cypress Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL 33309. For the most up-to-date meeting information and to register to access these meetings virtually, visit: <http://browardmpo.org/agendas-minutes> or <http://browardmpo.org/calendar>.

To make a public comment, please submit to info@browardmpo.org at least 24 hours prior to the start of the meeting.

This notice is also intended to satisfy the Transit Program-of-Projects requirements of the Urbanized Area Formula Program of the Federal Transit Administration.

The public is invited to review and comment on the proposed TIP. The TIP will be available for viewing at least 30 days prior to the July 10, 2025 Broward MPO Board meeting. The proposed TIP can be viewed at the Broward MPO's office (address is same as meeting location) and on the Broward MPO website located at: www.BrowardMPO.org under the "**What We Do**" tab , select "**Core Products**", and select **Transportation Improvement Program** or directly at <http://www.browardmpo.org/core-products/transportation-improvement-program-tip>.

For further information regarding the TIP or to request a copy, contact Jihong Chen at (954) 876-0066 or chenj@browardmpo.org. Please submit comments via e-mail to chenj@browardmpo.org or by mail to the Broward MPO office at 100 West Cypress Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL, 33309, or by fax at (954) 876-0062. The comment period closes on July 10, 2025 upon final action taken by the Broward MPO Board.



SUS DÓLARES DE IMPUESTOS TRABAJANDO POR USTED

Programa de Mejoras en el Transporte (TIP, Transportation Improvement Program) para el Periodo Fiscal (FY) 2026-2030

Por la presente, se notifica que la Organización de Planificación Metropolitana de Broward (Broward MPO) llevará a cabo reuniones públicas y considerará la aprobación del Programa de Mejoras del Transporte (TIP, Transportation Improvement Program) para el Periodo Fiscal (FY) 2026-2030. El TIP es un documento de mandato federal que enumera los proyectos y programas de transporte que serán financiados por los gobiernos federal, estatal y local y las agencias de transporte durante un período de cinco años en el área de Broward.

Las reuniones públicas previas a la consideración del TIP por parte de la Junta de la MPO de Broward se llevarán a cabo durante las siguientes reuniones programadas regularmente, y se le proporcionará al público tres oportunidades para hacer comentarios:

- **Comité Asesor Técnico el miércoles 25 de junio de 2025, a las 2:30 p.m.**
- **Comité Asesor de Ciudadanos el miércoles 25 de junio de 2025, a las 6:00 p.m.**
- **Junta del MPO de Broward el jueves 10 de julio de 2025, a las 9:30 a.m. (Se tomará la Acción final)**

Todas las reuniones mencionadas anteriormente se llevarán a cabo como reuniones híbridas (parcialmente virtuales). Es un requisito que los miembros de la Junta y de los Comités asistan físicamente a estas reuniones híbridas para obtener el quórum. El público puede asistir física o virtualmente a estas reuniones, según su preferencia. Todas las reuniones se llevarán a cabo en la Sala de la Junta de la MPO de Broward, ubicada en el edificio Trade Centre South, 100 West Cypress Creek Road, 6º piso, Suite 650, Fort Lauderdale, FL 33309. Para obtener la información más actualizada sobre las reuniones y registrarse para acceder a ellas de forma virtual, visite: <http://browardmpo.org/agendas-minutes> o <http://browardmpo.org/calendar>.

Para hacer un comentario público, envíelo a info@browardmpo.org al menos 24 horas antes del comienzo de la reunión.

Este aviso también pretende satisfacer los requisitos del Programa de Proyectos de Tránsito del Programa de Fórmula del Área Urbanizada de la Administración Federal de Tránsito.

Se invita al público a revisar y proporcionar su comentario sobre el TIP propuesto. El TIP estará disponible para su revisión por lo menos 30 días antes de la reunión de la Junta Directiva de la Broward MPO del 10 de julio de 2025. El TIP propuesto puede consultarse en el sitio web de la MPO de Broward en: www.BrowardMPO.org en la pestaña

"What We Do" - "Core Products" - "Transportation Improvement Program" o directamente en <http://www.browardmpo.org/index.php/core-products/transportation-improvement-program-tip>.

Para más información sobre el TIP o para solicitar una copia, póngase en contacto con James Cromar al (954) 876-0038 o envíe un correo electrónico a cromarj@browardmpo.org. Envíe sus comentarios por correo electrónico a cromarj@browardmpo.org o por correo a la oficina de la MPO de Broward en 100 West Cypress



Creek Road, 6th Floor, Suite 650, Fort Lauderdale, FL, 33309, o por fax al (954) 876-0062. El período de comentarios se cierra el 10 de julio de 2025 una vez que la Junta Directiva de la Broward MPO haya tomado una decisión final.

A Broward MPO Core Product



Transportation Improvement Program FY 2026-2030

TAC/CAC: June 25, 2025

Board: July 10, 2025

Core Products

Core Products

Internal Operations

UPWP Unified Planning Work Program (Agency Budget Guide)

SBP Strategic Business Plan (Agency Operations Guide)

PPP Public Participation Plan (Agency Outreach Guide)

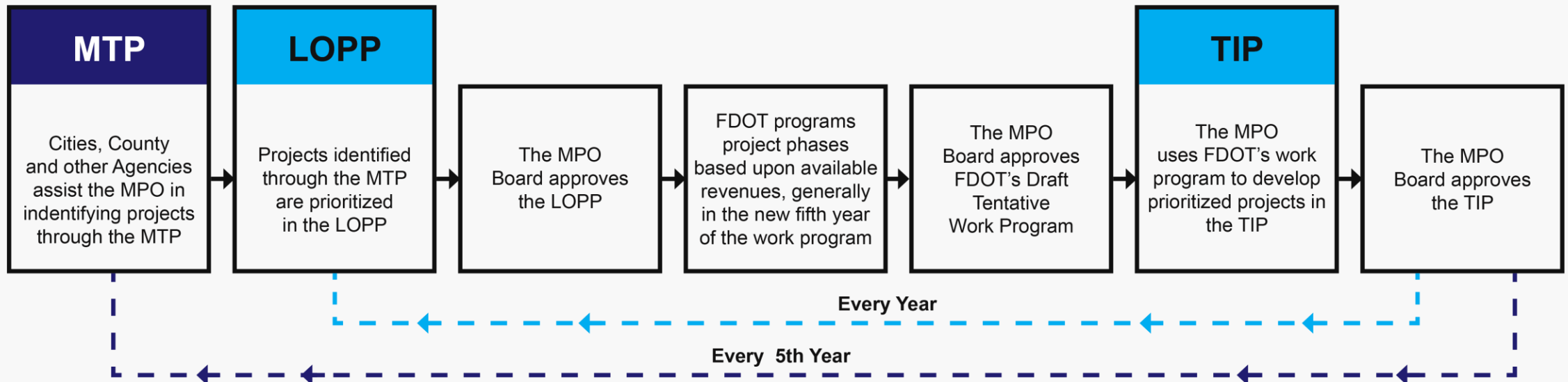
Project Programming

MTP Metropolitan Transportation Plan (Project Identification)

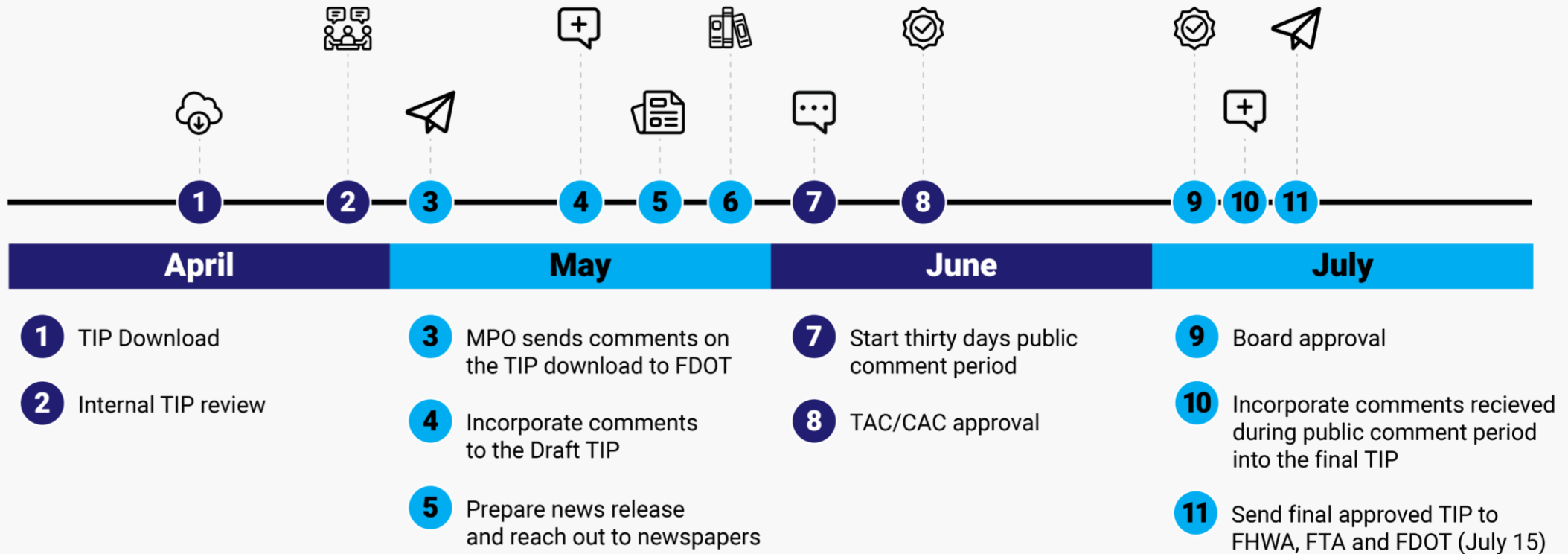
LOPP List of Priority Projects (Project Prioritization)

TIP Transportation Improvement Program (Project Funding)

The Planning Process



TIP Development



Public Notice

1. News release: June 5, 2025
2. Draft TIP Published: June 5, 2025
3. Public Meetings
 - **June 25, 2025 at 2:30 P.M:**
Technical Advisory Committee
 - **June 25, 2025 at 6:00 P.M:**
Citizens Advisory Committee
 - **July 10, 2025 at 9:30 A.M:**
Broward MPO Board (Final Action Taken)
4. July 10, 2025: Public Comment



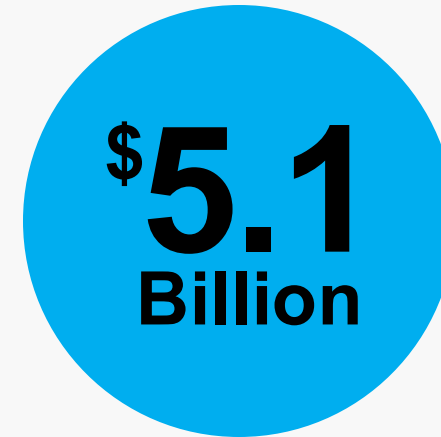
Draft FY 2026-30 Overview

Draft FY 2026-2030 TIP

**Total
Projects:**



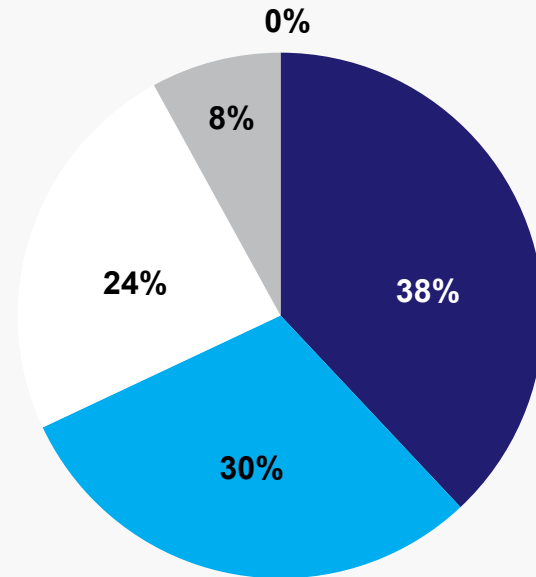
**Total
Funding:**



Funding Summary

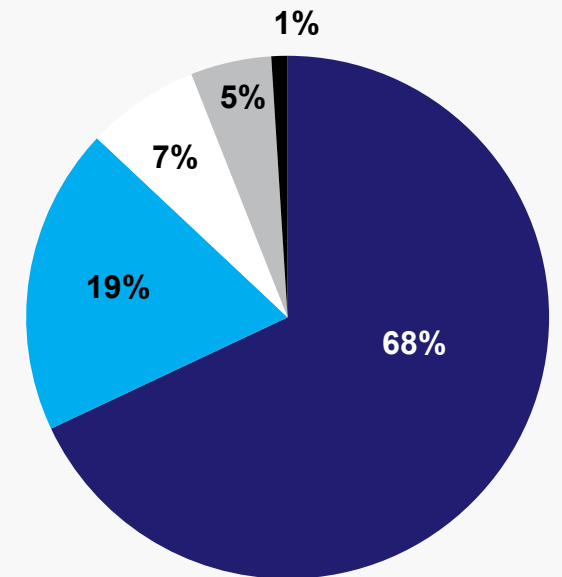
Draft FY 2026-2030 TIP

Funding Summary by Source:



- State 100% (\$1.9 Billion)
- Federal (\$1.2 Billion)
- Toll/Turnpike (\$1.5 Billion)
- Local (\$411 Million)
- R/W & Bridge Bonds (\$7 Million)

Funding Summary by Mode:



- Highway (\$3.5 Billion)
- Transit (\$377 Million)
- Rail (\$993 Million)
- Aviation (\$236 Million)
- Seaport (\$61 Million)

Broward MPO Attributable Funds

Draft FY 2026-2030 TIP

\$151 Million | 49 Projects



Project Highlights

Major Projects & Programs in the Draft FY 2026-2030 TIP









Major Projects

Project	Limits	Type of Work	Cost (Millions)	Fiscal Year (FY)
Sawgrass Expwy	NW 8 th St to East of TPK	Widen & Reconstruct	\$975	FY 2026/27/28/29/30
Interchange Improvements on SR-9/I-95	South of SW 10th Street to North of Hillsboro BLVD	Interchange Improvements	\$327	FY 2026/27/29/30
Interchange Improvements on Florida TPK	At Coconut Creek	Interchange Improvements	\$208	FY 2026/27/28/29







Overall Funding for MTP Funding Programs

Draft FY 2026-2030 TIP

	Program	Number of projects	Funding Amount (Millions)
	Technology	9	\$80
	Roads for Families	42	\$151
	Safety	9	\$14
	Highways & Freight	85	\$2,494
	Economic Development	15	\$914
	Infrastructure Hardening	3	\$0.75
	Total	163	\$3,653

Projects “Graduated” from the TIP

Draft FY 2026-2030 TIP

	Program	Number of Graduated	Funding Amount (Millions)
	Technology	9	\$20
	Roads for Families	10	\$28
	Safety	5	\$23
	Highways & Freight	7	\$95
	Economic Development	6	\$121
	Infrastructure Hardening	1	\$0.15
	Other	51	\$105
	Total	89	\$391

TIP Access

Accessing the Document

https://www.browardmpo.org/images/WhatWeDo/TIP/2026_TIP/Draft_FY_2026-2030_TIP.pdf

Contact

Jihong Chen

Project Programming Manager

(954) 876-0066

chenj@browardmpo.org





Action Item 2.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO APPROVE an Hourly Rate Increase for the MPO's Legal Firm of Weiss Serota

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will increase the legal firm's hourly rate from \$284 per hour to \$325 per hour starting retroactively on July 1, 2025.

SUMMARY EXPLANATION/BACKGROUND:

On June 12, 2025, Mr. Gabriel reported that his current hourly rate is \$284, while the firm charges \$325 per hour for new clients. In recognition of Mr. Gabriel's long-standing service and consistent performance, and to bring his rate in line with current market rates, the Executive Committee voted by supermajority to approve an increase in his hourly rate to \$325, effective July 1, 2025.

This adjustment represents the first non-contractual rate increase during Mr. Gabriel's tenure. Historically, this rate has only been adjusted annually based on changes in the Consumer Price Index. The requested rate is less than an estimated \$10,000 increase to the budget for the whole year. For a survey of area attorney rates, please see the Attachment.

MPO staff will be available at the upcoming meeting to address any questions or comments.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends approval of the attorney's hourly rate to \$325 per hour.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or caletkab@browardmpo.org.

Attachments

Survey of Area Attorney's Fees



Survey of Area Attorney's Fees

Broward Planning Council

Annual retainer of \$75,000 payable monthly at \$6,250.83.

Broward Housing Authority

\$350 per hour for attorney's, \$175 per hour for paralegals/law clerks.

Plantation Acres Improvement District

\$300 per hour for attorneys.

Hillsborough Regional TPO (new client)

Creation of a single MPO for the Tampa Region. Merger of the Hillsborough, Pasco and Pinellas County MPO's

\$325 per hour for attorney's, \$175 per hour for paralegals/law clerks.

Broward MPO

Currently Retainer (attendance at monthly Board Meetings) \$13,476 payable monthly at \$1,123; \$284 per hour for attorney.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

REQUESTED ACTION:

MOTION TO APPROVE a Retention Bonus to the MPO Executive Director in the Amount of \$47,000

WHAT THIS ACTION ACCOMPLISHES:

Approval of this item will provide Mr. Gregory Stuart a \$47,000 one-time retention bonus retroactive to July 1, 2025.

SUMMARY EXPLANATION/BACKGROUND:

To support agency stability and maintain critical operational continuity, the Motion for Approval is for a \$47,000 retention bonus for the MPO Executive Director, Mr. Stuart, contingent upon him remaining with the agency for one full year starting on July 1, 2025. Should Mr. Stuart separate employment with the MPO before the 12-month period, the bonus will be repaid on a prorated basis.

Purpose and Rationale

1. Retention of Critical Skill Set

Mr. Stuart possesses highly specialized skills and 16+ years of institutional knowledge essential to the success of ongoing and upcoming projects. His expertise in obtaining Federal funding for local projects is not easily replaceable in the current labor market. He is also training replacement staff to have the critical skills necessary to run a high-functioning, independent organization, with a \$20+ million annual operating budget.

2. Market Competition and Risk of Attrition

The agency is currently operating in a highly competitive labor environment. Similar MPOs, private-sector and government organizations are offering significantly higher compensation and aggressive recruitment strategies. Without proactive retention measures, there is a high risk of attrition, which would disrupt mission-critical operations and result in significant costs related to recruitment, onboarding, and lost productivity.

3. Cost-Effective Workforce Stability

A \$47,000 bonus, when weighed against the cost of turnover—which can exceed 150% of an employee’s annual salary for hard-to-fill roles—is a cost-effective investment. The prorated repayment clause ensures accountability and minimizes financial risk to the agency.

Project Continuity and Mission Impact

In addition to the agency's core products, including the Metropolitan Transportation Plan, the Transportation Improvement Program, and the Unified Planning Work Program, Mr. Stuart has secured and leads the following competitive grant projects, including:

Executed grants/active:

FTA/FHWA/HUD/FRA Grants		Grant Amount
	Fund Source	Total
Fare Interoperability	FTA	\$ 1,719,256
Pembroke Pines Hub	FTA	\$ 2,624,000
Fort Lauderdale Hub Ext.	FTA	\$ 247,753
SE 17th Street Hub (FTL)	FTA	\$ 7,560,000
Sunrise Hub (Josh Lee)	FTA	\$ 2,500,000
Rail Crossing Elimination Prog.	FRA	\$ 15,440,000
Safe Streets For All	FHWA	\$ 5,000,000
Reconnecting Communities	FHWA	\$ 1,500,000
SMART	FHWA	\$ 2,000,000
Lyons Road Safety Project	HUD	\$ 3,900,000
Totals		\$ 42,491,009

Awarded/Unexecuted grants:

Charging & Fueling Infrastructure	FHWA	\$ 17,902,595
4P	FHWA	\$ 2,000,000
Totals		\$ 19,902,595

Activities associated with each grant:

- Applying for grant
- Coordinating with partners (city, county, Federal, regional) (this could be for up to five years)
- Securing matching funds
- Procuring and managing consultants
- Administering grant funding
- Follow-up, audit and project close out

Additionally, he and his staff are working on the following projects:

- Safe Streets Summit
- Metro Transportation Engineering & Construction Cooperative
- Transportation disadvantaged board
- Potential move to new office space

His departure during this critical period would delay project timelines and negatively impact mission outcomes.

Bonus Structure and Conditions

- The full \$47,000 will be paid upon signing the retention agreement.
 - The employee must remain in their position for 12 consecutive months.
 - If the employee leaves prior to the 12-month term, he will be required to repay the bonus on a prorated basis, calculated monthly.
 - If a disability is developed or Mr. Stuart passes, the bonus does not need to be repaid.
 - A seven percent salary increase will occur starting July 1.
 - Mr. Stuart will be eligible for his regular salary increase along with the rest of his staff in January 2026.
-

This structured and conditional retention incentive will allow the agency to retain top talent, ensure continuity of operations, and avoid the substantial costs and operational disruptions associated with turnover.

COMMITTEE RECOMMENDATION(S):

On June 12, 2025, the MPO Executive Committee unanimously rated Executive Director Gregory Stuart's performance as Satisfactory, which is the highest rating possible.

Mr. Stuart highlighted a significant compensation disparity between his salary and other MPO Executive Director's salaries. In recognition of his long-standing service, institutional knowledge, and in an effort to ensure leadership continuity, the Executive Committee voted by supermajority to award Mr. Stuart a one-time retention bonus of \$47,000. This recommendation is subject to MPO Board approval.

As a condition of accepting the bonus, Mr. Stuart has agreed to remain in his position through June 30, 2026. Should he leave the organization prior to that date for any reason other than a qualifying medical disability or death, he will be required to repay the bonus on a prorated basis, based on the number of months remaining in the agreed-upon term.

MPO STAFF RECOMMENDATION(S):

MPO staff recommends approval of the Retention Bonus to the MPO Executive Director in the amount of \$47,000.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Bryan Caletka at (954) 876-0070 or caletkab@browardmpo.org.



Regular Item 11.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

General Counsel's Report


Attachments

General Counsel's Report

MEMORANDUM

To: Broward MPO Board

From: Alan L. Gabriel, General Counsel



Date: July 2, 2025

**Re: Matter Review Report
For July 10th, 2025 Meeting**

During the period commencing from June 4, 2025 through July 2, 2025, the General Counsel's Office has participated in or has been working on the following matters:

Meeting Participation

- June 12, 2025, Executive Committee Meeting
- June 12, 2025, Board Meeting
- Agenda Review Meeting(s)

Inquiries / General Matters

- Safe Street Summit
- Johnson v. Ft. Lauderdale
- Senate Bill 462 Re MPO's
- FTA Certification And Assurances Review
- Office Relocation Options
- Board Participation Rules

County Transportation Surtax

- Miscellaneous Inquiries

MTECC

- Miscellaneous Inquiries

Procurement Matters / Agreements

- Federal Railroad Administration (FRA) Rail Crossing Gant
- Deloitte Consulting Agreement
- SS4A (Safe Streets and Roads For All) Grant Extension
- Intergovernmental Coord. And Public Transp. Collaboration Agreement (ICAR)
- RFP 26-01 Cellphone/Location Based Data System
- Greater Ft. Lauderdale TMA Task Work Order No. 5
- Broward County License Agreement For 2026 Safe Street Summit
- BS & A – Software License Agreement
- Particle – Cellphone/Location Based Data Services
- My Sidewalk, Inc., - Performance Of Measures Data Support Software

Human Resources Matters

- Former Employee EEOC Complaint/Charges
- Employee Complaint Investigation
- Miscellaneous Employee Matters
- Employee Bonus Options
- Henderson Response Letter, Findings Memorandum



Non-Action Item 1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

Report From Partner Agency - Broward County Transit - Transit Development Plan

Attachments

Broward County Transit Development Plan Annual Update & Progress Report FY2025-2034 - PowerPoint Presentation

Broward County Transit Development Plan

Annual Update & Progress Report

FY2025-2034

Broward County Transit (BCT)



BCT Connected - TDP Overview

The TDP Annual Progress Report (APR) is BCT's annual update to its Transit Development Plan, BCT Connected. The purpose of the APR is to:



Provide an overview of the previous year's accomplishments



Update steps taken to achieve BCT's goals

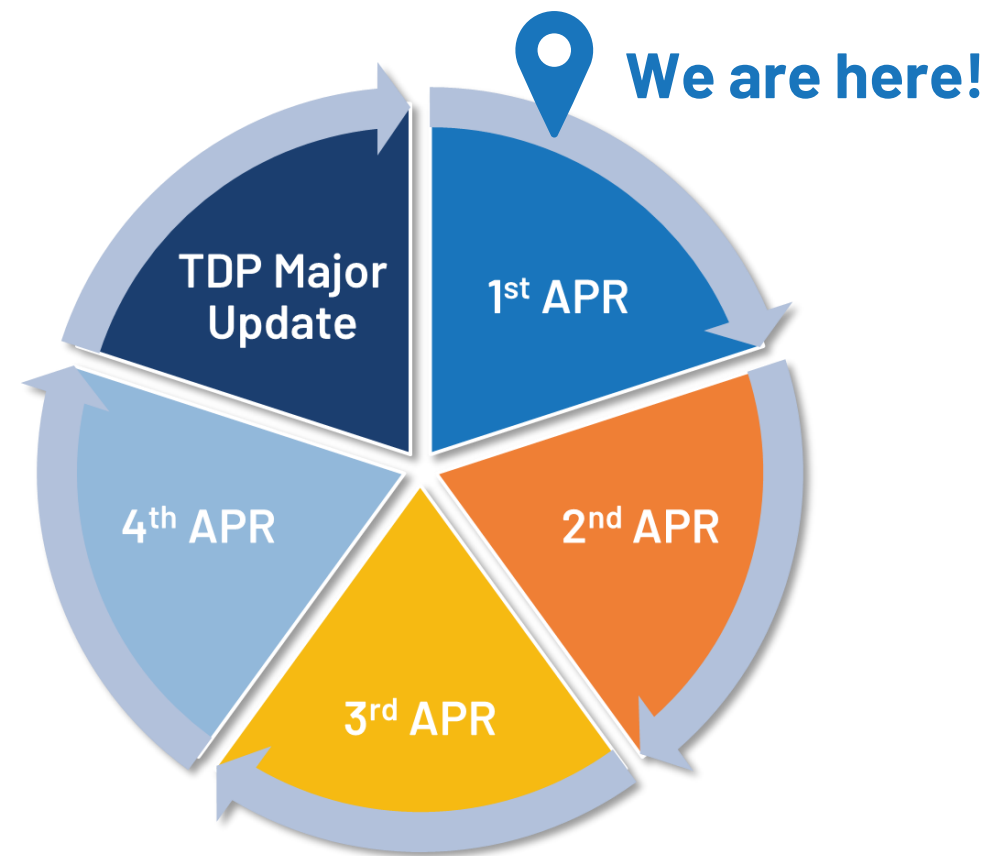


Update and extend Ten-Year Operating & Capital Program to include FY2034



Help FDOT develop key transportation planning and funding programs

TDP CYCLE



Key Changes to 2024 TDP Rules



A more streamlined TDP process



Increased collaboration with Metropolitan Planning Organizations (MPOs)



Emphasis on prioritizing key projects that align with goals & funding



A new submission deadline

BCT Strategic & Operational Initiatives

BCT is Making Strides Toward its Strategic Initiatives



PREMO

Hosted an Industry Day with **250+ industry representatives** and continued to advance its program of projects for a premium transit network in Broward County



BCR South

Submitted environmental documents to FTA in spring 2024 and received **Finding of No Significant Impact (FONSI)** from FTA in September 2024



Mobility Advancement Program (MAP)

Presented updates at numerous Independent Transportation Surtax Oversight Board meetings and workshops

Operational Initiatives

- Added the first two **Electric Express Coaches** to BCT's fleet.
- Launched **Project Homeless Connect**, to help the unhoused and improve safety and security at bus stops and shelters.
- Graduated **50 new operators** from a 10-week training program—the **largest graduating class** in BCT's history—thanks to special hiring events.



Public Outreach

Inspiring positive change and collaboration throughout 2024

Comprehensive Operational Analysis (COA) Outreach

On-going effort to improve community needs and agency efficiency. In FY2024, BCT:



Administered **7,400+** surveys in English, Spanish, and Haitian Creole



Hosted **public meetings and stakeholder** listening sessions



Held **pop-up events** at BCT transit centers and community events



COA recommendations will:



Boost ridership



Identify Inefficiencies



Update service standards & performance measures



Modernize BCT's network

Goals and Objectives

Goal 1 **Improve Safety & Security**

ACTION



Implement Pedestrian Collision Avoidance System

Semi-Annual Security Campaign & Pro-Active and Ongoing Law Enforcement Engagement

TARGET



Decrease Safety Events Per 100,000 Miles by 5%

Decrease Transit Worker Assaults by 5%
(verbal and physical assaults)

RESULT



Action in progress

- Procuring pedestrian avoidance system
- Holding safety stand downs
- Requiring refresher training for bus operators



Target cannot be accurately measured

- Change in tracking methodologies in April 2023
- Increased emphasis on reporting and tracking incidents
- Increased training and operator outreach to encourage reporting

BCT has taken measures to reduce transit worker assaults

- Improved tracking
- Enhanced security at terminals
- Updated de-escalation training
- Implemented four safety campaigns



Together, we're creating a welcoming, stress-free, and enjoyable experience on public transit. Ride with courtesy – because we take this trip together.

Goal 2 Improve Mobility for All & Implement Comprehensive Transit Solutions

ACTION



Provide Transit Services that Meet Customer Demand by Investing in Projects that Improve Service & Infrastructure

Improve the Customer Experience, Attract New Riders, and Improve Customer Satisfaction

TARGET



Meet NEPA Requirements

50 stop improvements annually

At least 12 outreach events annually

Increase ridership by 2% annually

RESULT



Target met!

- Received FONSI for BCR South in September 2024

Target met!

Installed or relocated 15 shelters, 1,641 new signs, & 310 solar lights on signs

Target met!

- 46 outreach events

Target met!

- Ridership increased by 8.66%

Ridership



- BCT's ridership has been on **the rise** since the downturn in ridership caused by the COVID-19 pandemic
- From FY2023 to FY2024, ridership increased by **8.66%** systemwide
- Ridership increased across **all services**
- Paratransit ridership in FY2024 was the **highest in TOPS! history**

Goal 3 Strive to Be an Employer of Choice

ACTION



Participate in Job/Career Outreach Events

Conduct Employee Survey

TARGET



Participate in/host two career events annually

Conduct annual employee satisfaction survey

RESULT



Target met!

- BCT participated in 13 career events

BCT did not conduct an employee survey in FY2024

- Annual employee survey postponed until full implementation of BCT 2.0, an organization-wide restructuring for efficiency

BCT at the Mega Job Fair



Goal 4

Ensure Resiliency & Maintain a State of Good Repair

ACTION



Increase No/Low Emission Vehicles in BCT Fleet such as Electric and Sustainable Propane

TARGET

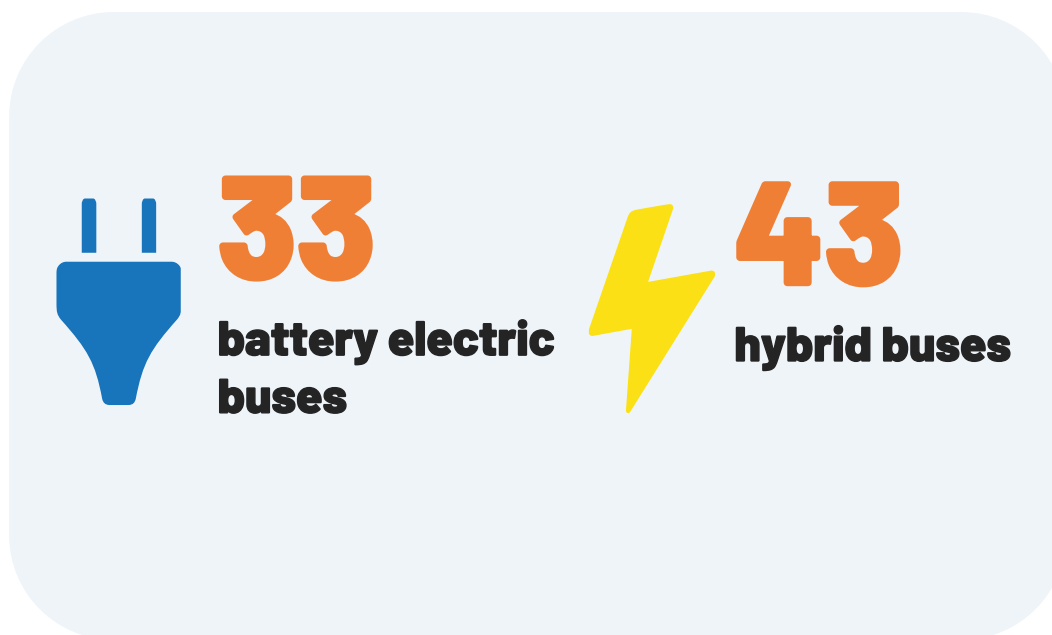


Increase no/low emission vehicles by 3% annually
(This is predicated on availability of funding & vehicles)

RESULT



**8% increase
from FY2023**



Goal 5

Support Economic Development & Ensure Financial Stability

ACTION



Monitor Low-Performing Routes and Create a Performance Improvement Plan

TARGET



Find Alternatives

RESULT



COA in progress

- Data is still being gathered
- Additional public outreach is expected to begin in 2025
- Alternatives will be identified after the COA is completed

Ten-Year Operating and Capital Program

Shifts planning horizon forward to cover FY2025 – FY2034

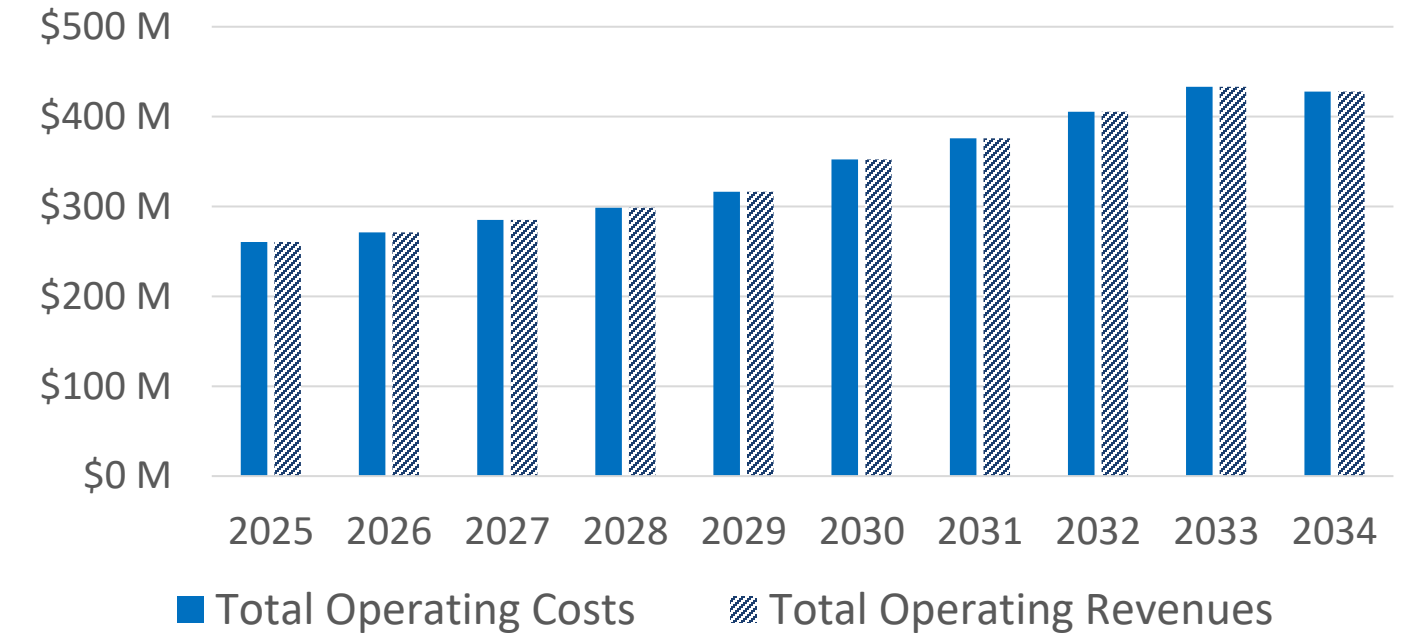
Operating Program

- **\$3.43 billion** for maintaining existing service and implementing PREMO projects
- Funded through transportation surtax, state block grants, and farebox revenue

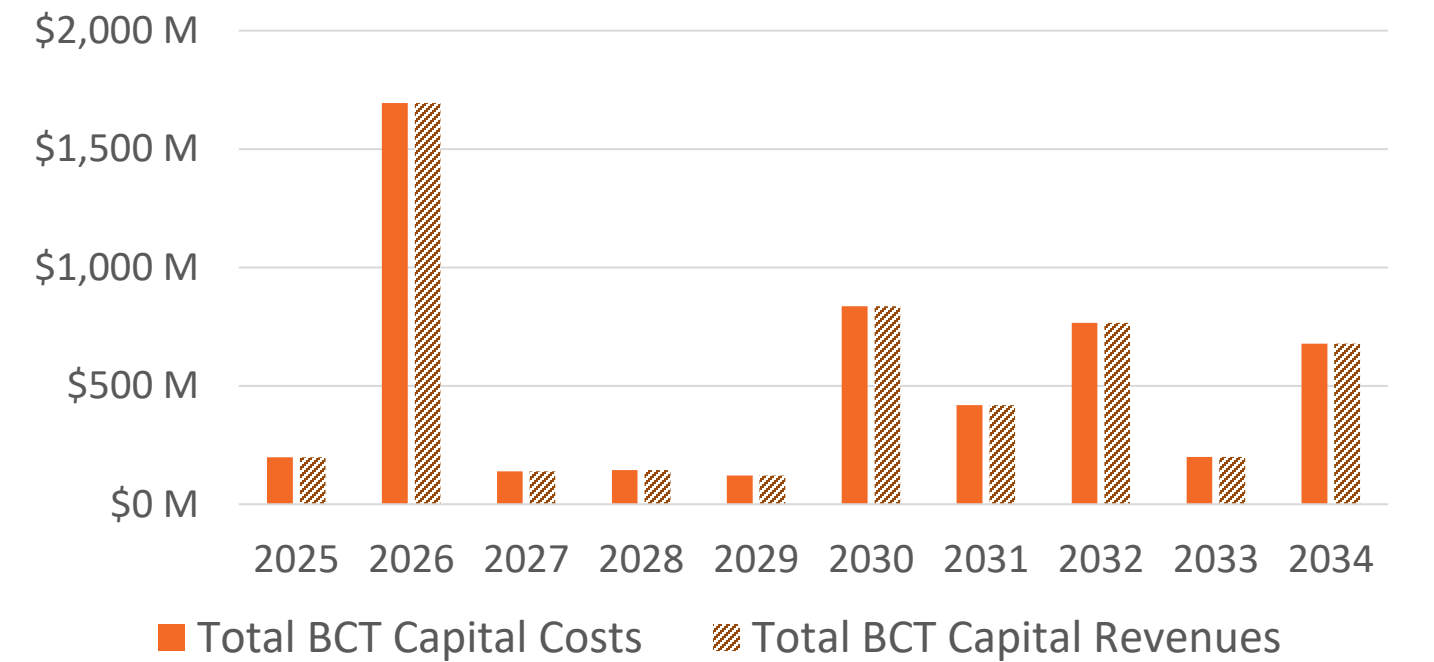
Capital Program

- **\$5.19 billion** in capital investments to support service expansion, infrastructure improvements, fleet modernization, and major projects in the PREMO Plan
- Funded through transportation surtax capital revenues, federal grants, and a mix of non-local matching funds, FTA formula grants, and trust fund transfers.

Operating Costs & Revenues



Capital Costs & Revenue



Project Prioritization

- Projects have been prioritized to align with capital readiness and operating capacity
- Planning horizon for **premium service** (PREMO projects) reflect up to date implementation timelines
- BCT's fleet is expected to increase from **415 to 500+ vehicles** to align with service expansions
- Improvements to existing local bus, express bus, Breeze, and Community Shuttle networks will be guided by COA findings and recommendations

PREMO Project/Corridor	Anticipated Service Start Date									
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Sample Road High Frequency Bus (HFB)		x	x	x	x	x	x	x	x	x
Hollywood Boulevard HFB		x	x	x	x	x	x	x	x	x
Oakland Park Boulevard Bus Rapid Transit (BRT)					x	x	x	x	x	x
US 1/Federal Highway South HFB						x	x	x	x	x
US 1/Federal Highway North HFB						x	x	x	x	x
Broward Commuter Rail South						x	x	x	x	x
Airport-Seaport-Convention Center LRT						x	x	x	x	x
Downtown Connection LRT							x	x	x	x
Atlantic Boulevard HFB							x	x	x	x
Sheridan Street HFB							x	x	x	x
Dixie Highway HFB								x	x	x
SR 7/US 441 BRT/HFB									x	x



Financial Reports 1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

Consulting Contracts Summary Report

Attachments

Consulting Contracts Summary Report

**CONSULTANT CONTRACTS
SUMMARY REPORT
5/1/2025- 5/31/2025**



VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
WHITEHOUSE GROUP INC.	BROWARD COUNTY SURTAX PROGRAM SUPPORT SERVICES	10/14/2021	6/30/2025	\$1,300,706.00	\$1,234,817.10	\$65,888.90
DATA TRANSFER SOLUTIONS (DTS)	ENHANCEMENTS TO THE INTERACTIVE TRANSPORTATION IMPROVEMENT PROGRAM TOOL, MAPPING AND ANNUAL HOSTING AND MAINTENANCE	7/1/2020	8/31/2025	\$99,500.00	\$96,300.00	\$3,200.00
DESTINY SOFTWARE	AGENDA & MINUTES MANAGEMENT SERVICES	9/9/2021	9/8/2025	\$33,200.00	\$22,750.00	\$10,450.00
BS&A SOFTWARE	ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE LICENSE SUPPORT AND MAINTENANCE	10/2/2024	9/30/2025	\$35,000.00	\$33,005.00	\$1,995.00
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY	SUB-RECIPIENT AGREEMENT FOR FARE INTEROPERABILITY	10/14/2021	9/30/2025	\$1,632,378.00	\$842,375.90	\$790,002.10
ONESOURCE PCS	IT SERVICES	9/30/2024	9/29/2025	\$120,000.00	\$46,769.12	\$73,230.88
MYSIDEWALK	SOFTWARE ACQUISITION, SUPPORT, AND MAINTENANCE	12/8/2022	10/31/2025	\$48,600.00	\$48,600.00	\$0.00
TSE CONSULTING SERVICES	STATE LEGISLATIVE LIAISON SERVICES	10/13/2022	10/31/2025	\$250,000.00	\$129,166.46	\$120,833.54
WSP USA INC.	SAFE STREETS AND ROADS FOR ALL (SS4A) BROWARD REGIONAL SAFETY ACTION PLAN	11/15/2023	11/2/2025	\$4,500,000.00	\$3,549,499.48	\$950,500.52
GOODMAN PUBLIC RELATIONS	WEBSITE SERVICES	11/4/2021	11/30/2025	\$150,000.00	\$130,808.00	\$19,192.00
ALFRED BENESCH AND COMPANY	2050 METROPOLITAN TRANSPORTATION UPDATE PLUS AMD NO. 1	9/8/2022	12/31/2025	\$1,400,000.00	\$1,335,319.54	\$64,680.46
ALFRED BENESCH AND COMPANY	SPEAK UP BROWARD PHASE 3	10/8/2020	12/31/2025	\$1,586,222.00	\$1,287,435.01	\$298,786.99
BECKER & POLIAKOFF	FEDERAL LEGISLATIVE LIAISON SERVICES	2/14/2023	2/28/2026	\$600,000.00	\$270,000.00	\$330,000.00
WHITEHOUSE GROUP INC.	ADVANCING STRATEGIC INITIATIVES	3/10/2022	3/31/2026	\$2,000,000.00	\$1,019,204.84	\$980,795.16
HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC	AUDIT SERVICES	8/1/2023	7/13/2026	\$120,000.00	\$46,000.00	\$74,000.00
CITY OF FORT LAUDERDALE	INTER-LOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES	10/8/2015	7/31/2026	\$378,000.00	\$360,500.00	\$17,500.00
INTENT DIGITAL L.L.C.	BOARD ROOM VOTING SYSTEM UPGRADE	9/9/2021	9/8/2026	\$328,071.84	\$279,813.52	\$48,258.32
GRANICUS (SWAGIT PRODUCTIONS, LLC)	VIDEO STREAMING SERVICES	9/9/2021	9/8/2026	\$118,200.00	\$73,800.00	\$44,400.00
RINGCENTRAL, INC.	TELEPHONE SERVICES	9/18/2023	9/18/2026	\$72,000.00	\$26,097.75	\$45,902.25
CHRISTOPHER RYAN	CONSULTING SERVICES	7/16/2024	6/30/2027	\$180,000.00	\$54,595.00	\$125,405.00

VENDOR NAME	PROJECT NAME / SERVICES	NOTICE TO PROCEED	CONTRACT END DATE	CONTRACT AMOUNT	PAYMENTS TO DATE	REMAINING
MUSEUM OF DISCOVERY AND SCIENCE	MODS STEMOBILE PROGRAM	7/25/2023	8/1/2028	\$125,000.00	\$50,000.00	\$75,000.00
GEOWEBHOUSE	CONTENT MANAGEMENT DATABASE TRACKER - PHASE II	4/16/2025	4/15/2030	\$135,000.00	\$0.00	\$135,000.00
DELOITTE CONSULTING, LLP	MPO REGIONAL DATA & TRANSPORTATION ANALYTICS - TASK WORK ORDER CONTRACT (AGMT 24-04) Total Amount not to Exceed \$5,000,000.00)	10/12/2023	10/12/2026	TASK WORK ORDERS		
	Task Work Order No. 3 - Smart Grant Implementation	11/18/2024	1/31/2026	\$1,176,423.84	\$709,001.68	\$467,422.16
GREATER FORT LAUDERDALE TMA	AGREEMENT FOR ADMINISTRATIVE SERVICES	4/1/2021	9/29/2026	TASK WORK ORDERS		
	Task Work Order No. 4 - Commute Broward Education and Advancement	7/11/2024	6/30/2025	\$99,938.83	\$80,619.42	\$19,319.41
KIMLEY HORN & ASSOCIATES	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed \$10,000,000.00)	4/14/2022	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 14 - Planning and Engineering Assistance for Off-System LAP Project Development	7/15/2024	6/30/2026	\$739,057.08	\$268,998.06	\$470,059.02
	GPC Task Work Order No. 18 - General Planning Support	9/16/2024	6/30/2026	\$249,943.26	\$12,695.64	\$237,247.62
KITTELSON & ASSOCIATES	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed \$10,000,000.00)	4/14/2022	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 21 - Infrastructure Hardening: SR-A1A from Hallandale Beach Boulevard to south of Arizona Street	4/16/2025	5/29/2026	\$149,971.38	\$0.00	\$149,971.38
	GPC Task Work Order No. 24 - Fort Lauderdale Roadway-Railroad Underpass Feasibility Study	4/16/2025	4/16/2027	\$1,679,959.58	\$15,594.58	\$1,664,365.00
	GPC Task Work Order No. 13 - Grant Application Development	7/15/2024	6/30/2026	\$349,737.68	\$72,778.41	\$276,959.27
	GPC Task Work Order No. 17 - Citywide Transportation Master Plans	9/16/2024	6/30/2026	\$249,999.94	\$58,066.75	\$191,933.19
	GPC Task Work Order No. 22 - Multimodal Counts Support	11/15/2024	6/30/2026	\$200,000.00	\$55,189.81	\$144,810.19
WHITEHOUSE GROUP INC.	GENERAL PLANNING CONSULTING SERVICES (GPC) - TASK WORK ORDER CONTRACT (RFQ No. 22-01) Total Amount not to Exceed \$10,000,000.00)	4/14/2022	4/30/2027	TASK WORK ORDERS		
	GPC Task Work Order No. 12 - MPOAC Freight and Rail Committee Support	7/15/2024	6/30/2026	\$174,540.01	\$57,753.07	\$116,786.94
	GPC Task Work Order No. 15 - Complete Streets Training and Community Engagement	9/16/2024	6/30/2026	\$224,961.45	\$59,997.51	\$164,963.94
	GPC Task Work Order No. 16 - Housing Coordination Plan	10/22/2024	6/30/2026	\$199,996.22	\$49,033.68	\$150,962.54
	GPC Task Work Order No. 19 - Regional Resiliency Improvement Plan	9/16/2024	6/30/2026	\$499,953.50	\$191,984.83	\$307,968.67
	GPC Task Work Order No. 20 - Outreach Guidebook	10/22/2024	6/30/2025	\$99,999.04	\$72,415.48	\$27,583.56
TOTAL:				\$21,306,359.65	\$12,640,985.64	\$8,665,374.01



Financial Reports 2.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

Local Contribution Collection and Expense Report

Attachments

Local Contribution Collection and Expense Report



Local Contribution - Advocacy Payments
Received thru
6/30/2025
FY 2024-25
Assessed

Local Contribution Per Capita *14¢ Per Capita					
MPO Member	2020 Population (US Census)	Invoiced Amount	Amount received	Date Received	
Broward County Commission (BCC)*	1,927,487	\$ 53,969.64	17,317.00	10/21/2024	
Broward County Public Schools*	1,927,487	\$ 53,969.64	53,969.63	10/2/2024	
Coconut Creek	57,833	\$ 8,096.62	8,096.62	9/23/2024	
Cooper City	34,401	\$ 4,816.14	4,816.14	8/19/2024	
Coral Springs	134,394	\$ 18,815.16	18,815.16	10/15/2024	
Dania Beach	31,723	\$ 4,441.22	4,441.22	9/23/2024	
Davie	105,691	\$ 14,796.74	14,796.74	10/15/2024	
Deerfield Beach	86,859	\$ 12,160.26	12,160.26	12/12/2024	
Fort Lauderdale	182,760	\$ 25,586.40	25,586.40	9/3/2024	
Hallandale Beach	41,217	\$ 5,770.38	5,770.38	2/3/2025	
Hillsboro Beach	1,987	\$ 278.18	278.18	8/19/2024	
Hollywood	153,067	\$ 21,429.38	21,429.38	9/17/2024	
Lauderdale Lakes	35,954	\$ 5,033.56	5,033.56	8/21/2024	
Lauderdale-By-The-Sea	6,198	\$ 867.72	867.72	8/8/2024	
Lauderhill	74,482	\$ 10,427.48	10,427.48	10/1/2024	
Lazy Lakes	33	\$ 4.62	5.00	4/1/2025	
Lighthouse Point	10,486	\$ 1,468.04	1,468.04	8/12/2024	
Margate	58,712	\$ 8,219.68	8,219.68	10/15/2024	
Miramar	134,721	\$ 18,860.94	18,860.94	9/9/2024	
North Lauderdale	44,794	\$ 6,271.16	6,271.16	3/10/2025	
Oakland Park	44,229	\$ 6,192.06	6,192.06	8/26/2024	
Parkland	34,670	\$ 4,853.80	4,853.80	8/12/2024	
Pembroke Park	6,260	\$ 876.40	876.40	8/29/2024	
Pembroke Pines	171,178	\$ 23,964.92	23,964.92	8/26/2024	
Plantation	91,750	\$ 12,845.00	12,845.00	12/23/2024	
Pompano Beach	112,046	\$ 15,686.44	15,686.44	9/3/2024	
Sea Ranch Lakes	540	\$ 75.60	75.60	8/8/2024	
Southwest Ranches	7,607	\$ 1,064.98	1,064.98	8/26/2024	
Sunrise	97,335	\$ 13,626.90	13,626.90	10/28/2024	
Tamarac	71,897	\$ 10,065.58	10,065.58	3/1/2025	
West Park	15,130	\$ 2,118.20	2,118.20	2/3/2025	
Weston	68,107	\$ 9,534.98	9,534.98	8/19/2024	
Wilton Manors	11,426	\$ 1,599.64	1,559.64	2/26/2024	
		\$ 377,787.45	341,095.19		

Note

*BCC & BCPS per capita = 20% of total population



Metropolitan Planning Organization

Local Contribution Advocacy Expense Report

6/30/2025

Contributions Received (<i>Current Month</i>)		\$0.00
Add: Balance Forward		\$107,760.64
Add: Interest Earned		\$15.28
Available Funds		\$107,775.92
Less: Lobbying Efforts	\$14,166.66	
Less: MPOAC Legislative Activities	\$0.00	
Less: Refreshments	\$52.79	
Less: MPO Legal Counsel	\$0.00	
Less: Memberships, and related costs	\$0.00	
Less: Sponsorships, and related costs	\$0.00	
Less: Travel	\$0.00	
Less: Bank Fees	\$0.00	
Total Expenses		\$14,219.45
Bank Balance		\$93,556.47



**Local Contribution Advocacy
Expense Report**
5/31/2025

Contributions Received (<i>Current Month</i>)		\$0.00
Add: Balance Forward		\$124,282.48
Add: Interest Earned		\$20.25
Available Funds		\$124,302.73
Less: Lobbying Efforts	\$14,166.66	
Less: MPOAC Legislative Activities	\$0.00	
Less: Refreshments	\$139.07	
Less: MPO Legal Counsel	\$0.00	
Less: Memberships, and related costs	\$0.00	
Less: Sponsorships, and related costs	\$0.00	
Less: Travel	\$2,236.36	
Less: Bank Fees	\$0.00	
Total Expenses		\$16,542.09
Bank Balance		\$107,760.64



**Local Contribution Advocacy
Expense Report
4/30/2025**

Contributions Received (<i>Current Month</i>)		\$5.00
Add: Balance Forward		\$138,421.24
Add: Interest Earned		\$27.35
Reserved Account		-
Available Funds		\$138,453.59
Less: Lobbying Efforts	\$14,166.66	
Less: MPOAC Legislative Activities	\$0.00	
Less: Refreshments	\$4.45	
Less: MPO Legal Counsel	\$0.00	
Less: Memberships, and related costs	\$0.00	
Less: Sponsorships, and related costs	\$0.00	
Less: Travel	\$0.00	
Less: Bank Fees	\$0.00	
Total Expenses		\$14,171.11
Bank Balance		\$124,282.48

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

Notification of Broward MPO Fiscal Year (FY) 2024/25 and 2025/26 Unified Planning Work Program (UPWP) Revision

SUMMARY EXPLANATION/BACKGROUND:

The Unified Planning Work Program (UPWP) and its accompanying budget outline the planning priorities and activities to be undertaken within the metropolitan planning area. The FY 2024/25 – FY 2025/26 UPWP and budget span a two-year period from July 1, 2024, through June 30, 2026. Alongside the Transportation Improvement Program and the Metropolitan Transportation Plan, the UPWP is essential for maintaining both federal and state MPO certifications. The MPO Board approved the FY 2024/25 – FY 2025/26 UPWP on May 9, 2024.

Since taking effect on July 1, 2024, many planned activities have commenced, and several anticipated agreements have received Board approval. As is typical during the budget cycle, funds are reallocated among UPWP tasks to ensure efficient use of available resources.

Additionally, updates to the document's language may be required to align with evolving State and Federal guidance.

Amendment 2, available under "Current UPWP Documents" at

<https://browardmpo.org/core-products/unified-planning-work-program-upwp-budget>,

outlines the text revisions made to the FY 2024/25 – FY 2025/26 UPWP. This

Amendment increases PL funding to including remaining PL funding from the FY 23 and 24 UPWP closeout, reallocates staffing, and updates direct expenses. For further information, please refer to the backup materials for Amendment 2 provided at the link above.

ADDITIONAL INFORMATION/PREPARER:

If you have any questions about this item, please contact Carl Ema at (954) 876-0033 or emac@browardmpo.org.



Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

Statements of Net Position & Statements of Revenues, Expenditures and Changes in Net Position

Attachments

Statements of Net Position & Statements of Revenues, Expenditures and Changes in Net Position - Quarterly Report through March 31, 2025



Broward MPO
Statements of Net Position
June 30, 2024, and March 31, 2025

	<u>Audited June 30, 2024</u>	<u>March 31, 2025 (Unaudited)</u>
ASSETS:		
Cash and Cash Equivalents	\$2,511,357	\$5,556,595
Due from government agencies	3,129,128	1,999,402
Due from Reserves		300,000
Other Receivables	442,271	-
Prepaid	55,197	-
Capital Assets, net of accumulated depreciation	423,076	56,590
Total Assets:	<u>\$6,561,029</u>	<u>\$7,912,587</u>
DEFERRED OUTFLOWS OF RESOURCES:		
Deferred pension outflows	<u>3,765,817</u>	<u>3,765,817</u>
Total Assets and Deferred Outflows:	<u><u>10,326,846</u></u>	<u><u>11,678,404</u></u>
LIABILITIES:		
Accounts payable and accrued liabilities	\$1,438,771	\$60,397
Due to other agencies	2,500	368,878
Due to Local Advocacy	-	300,000
Unearned Revenue	389,525	554,943
Compensated absences	335,139	335,139
Lease Payment Due	1,348,186	0
Net Pension liability	7,358,441	7,358,441
Total Liabilities:	<u>\$10,872,562</u>	<u>\$8,977,798</u>
DEFERRED INFLOWS OF RESOURCES:		
Deferred pension inflows	<u>624,086</u>	<u>624,086</u>
NET POSITION:		
Net Position	-\$1,169,801	-\$710,893
Adjustment	-	\$0
Increase in Net Position	-	2,787,413
Total Net Position	<u><u>-\$1,169,801</u></u>	<u><u>\$2,076,520</u></u>
Total Liabilities, Deffered Inflows and Net Position:	<u><u>\$10,326,847</u></u>	<u><u>\$11,678,404</u></u>



Broward MPO
Statements of Revenues, Expenditures and Changes in Fund Balances -
Governmental Fund
Year Ended June 30, 2024 and Quarter Ending March 31, 2025

	Audited June 30, 2024	March 31, 2025 (Unaudited)
Revenues:		
Operations Revenue		
Federal and State Grants	\$18,921,814	\$13,545,807
Interlocal Agreement - Surtax	837,573	-
Operations Revenue:	\$19,759,387	\$13,545,807
Other Revenue		
Local Contributions - Advocacy	272,142	381,751
Local Cities - Projects	-	390,000
Interest Income	16,820	16,039
Other Income	662,591	167,661
Miscellaneous Revenue	-	-
Other Revenue:	951,553	955,451
Total Revenues	\$20,710,940	\$14,501,258
Expenditures:		
Operations Expenditures		
Transportation Planning:		
Personnel Services	\$6,983,068	\$5,396,163
Professional and Consulting	7,491,463	4,801,167
Operation and Maintenance	1,400,460	948,579
Occupancy	692,862	568,490
Debt Service	324,424	-
Miscellaneous expense	33,386	289
Total Expenses	\$16,925,663	\$11,714,688
Excess of Revenues over expenses	3,785,277	2,786,570
Other financing Sources		
Sale of Assets	1,610	843
Total other financing sources	1,610	843
Change in Net Position	3,786,887	2,787,413
Fund Balance:		
Fund Balance, beginning of the year	520,271	(710,893)
Fund Balance, ending	\$4,307,158	\$2,076,520



Correspondence 1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

June 2025 Correspondence

Attachments

June 2025 Correspondence

June 5, 2025

Ms. Aneatra King
African American Research Library and Cultural Center
2650 Sistrunk Boulevard
Fort Lauderdale, Florida 33301

Dear Ms. King,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

A copy of the newspaper advertisement that will appear on June 5, 2025, in the Sun Sentinel, South Florida Times, and Telemundo (digital platform).

A fact sheet explaining the TIP in both English and Spanish to display.

We would like to thank you for your help in sharing this important information with the public and appreciate your continued partnership. We are very interested in working with your library to engage the public in conversations about transportation throughout the year. Please, let's connect and we can discuss opportunities to build our relationship in addition to providing information on transportation projects in Broward County.

If you have any questions, please do not hesitate to contact me at (954) 876-0035 or by email at stuartg@browardmpo.org.

Regards,



Gregory Stuart
Executive Director

Encls.

Chair
Yvette Colbourne

Vice Chair
Joy Cooper

Deputy Vice Chair
Byron Jaffe

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Samson Borgelin
Felicia M. Brunson
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Todd Drosky
Melissa Dunn
Tim Fadgen
Lamar Fisher
Beam Furr
Thomas Good Jr
Rex Hardin
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Rebecca Thompson
Dean J. Trantalis
Michael Udine
Kyle Van Buskirk
Rich Walker
Sandra L. Welch
Michelle Whitman

Executive Director
Gregory Stuart

General Counsel
Alan Gabriel

June 5, 2025

Ms. Haley St. John Ayre
North Regional Library/Broward County Library
1100 Coconut Creek Boulevard
Coconut Creek, Florida 33066

Dear Ms. St. John Ayre,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

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Regards,



Gregory Stuart
Executive Director

Encls.

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Michelle Whitman

Executive Director
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General Counsel
Alan Gabriel

June 5, 2025

Mr. Sebastian Perez
Main Library
100 South Andrews Avenue, 6th Floor
Fort Lauderdale, Florida 33301

Dear Mr. Perez,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

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Regards,



Gregory Stuart
Executive Director

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Executive Director
Gregory Stuart

General Counsel
Alan Gabriel

June 5, 2025

Ms. Haley St. John Ayre
Northwest Regional Library
3151 University Drive
Coral Springs, Florida 33065

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Gregory Stuart
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Encls.

Chair
Yvette Colbourne

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Sandra L. Welch
Michelle Whitman

Executive Director
Gregory Stuart

General Counsel
Alan Gabriel

June 5, 2025

Mr. James Hutchens
Nova Southeaster University, Alvin Sherman Library
3100 Ray Ferrero, Jr. Boulevard
Fort Lauderdale, Florida 33314

Dear Mr. Hutchens,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

A copy of the newspaper advertisement that will appear on June 5, 2025, in the Sun Sentinel, South Florida Times, and Telemundo (digital platform).

A fact sheet explaining the TIP in both English and Spanish to display.

We would like to thank you for your help in sharing this important information with the public and appreciate your continued partnership. We are very interested in working with your library to engage the public in conversations about transportation throughout the year. Please, let's connect and we can discuss opportunities to build our relationship in addition to providing information on transportation projects in Broward County.

If you have any questions, please do not hesitate to contact me at (954) 876-0035 or by email at stuartg@browardmpo.org.

Regards,



Gregory Stuart
Executive Director

Encls.

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June 5, 2025

Ms. Katherine Reusze
South Regional/Broward County Library
7300 Pines Boulevard
Pembroke Pines, Florida 33024

Dear Ms. Reusze,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

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June 5, 2025

Ms. Sheena Sewell
Southwest Regional Library
16835 Sheridan Street
Pembroke Pines, Florida 33331

Dear Ms. Sewell,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

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Regards,



Gregory Stuart
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June 5, 2025

Mr. Michael Bryant
West Regional Library
8601 West Broward Boulevard
Plantation, Florida 33324

Dear Mr. Bryant,

Every year the Broward MPO provides notice to the public of the opportunity to review and comment on the Transportation Improvement Program (TIP). As in years past, we reach out to our partners at the Broward County Libraries to ask you to please display the enclosed advertisement for the public meetings and fact sheets on June 5, 2025, at your library to make it accessible to the public. Enclosed with this letter, you will find:

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If you have any questions, please do not hesitate to contact me at (954) 876-0035 or by email at stuartg@browardmpo.org.

Regards,



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Executive Director

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June 6, 2025

RE: Letter of Support: City of Deerfield Beach SS4A FY2025 Implementation Grant Application

To Whom It May Concern:

On behalf of the Broward Metropolitan Planning Organization (Broward MPO), I am writing to express my support for the City of Deerfield Beach’s FY2025 Safe Streets and Roads for All (SS4A) Implementation Grant Application. The City’s proposed project on the SW 10th Street corridor will reduce fatal and serious injury crashes and enhance safety for all road users. We request that the U.S. Department of Transportation consider the merits of and award the City’s request for Implementation Grant funding for FY2025.

The Broward MPO is committed to promoting transportation solutions that ensure the safety of all road users and fully supports this vital roadway safety project for SW 10th Street, one of the 11 priority corridors in the Broward Safety Action Plan (BSAP) Executive Plan. The corridor serves as a critical artery in our regional transportation network, located between Interstate-95 and Dixie Highway, within the City of Deerfield Beach. Unfortunately, this area faces significant safety risks due to high-speed traffic, insufficient pedestrian infrastructure, and limited access for multiple modes of transportation.

We applaud the City of Deerfield Beach for its proactive approach to addressing safety challenges based on the Safe Systems Approach, working collaboratively with local and regional stakeholders to develop a data-driven approach. The proposed Proven Safety Countermeasures (PSC) for the SW 10th Street roadway project include enhanced crosswalks, traffic-calming measures, pedestrian-scale lighting, and school zone protections. The City’s proposed improvements will expand accessibility along the SW 10th Street corridor for all road users - pedestrians of all ages, bicyclists, and drivers.

We hope you will give consideration to the application. Should you require further information or clarification, please do not hesitate to reach out to James Cromar at cromarj@browardmpo.org.

Sincerely,



Gregory Stuart
Executive Director,
Broward Metropolitan Planning Organization (Broward MPO)

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Vice Chair
Joy Cooper

Deputy Vice Chair
Byron Jaffe

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Committee Reports 1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

SUMMARY:

Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the June 25, 2025 Meetings

Attachments

Technical Advisory Committee (TAC) and Citizens' Advisory Committee (CAC) Actions of the June 25, 2025 Meetings

Technical Advisory Committee (TAC) Actions

June 25, 2025
2:30 p.m. Meeting

ACTION ITEMS	Action
PUBLIC MEETING AND MOTION TO RECOMMEND BROWARD MPO APPROVE the Draft Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)	APPROVED
NON-ACTION ITEMS	Action
Federal Discretionary Grants	N/A

Citizens' Advisory Committee (CAC) Actions

June 25, 2025
6:00 p.m. Meeting

ACTION ITEMS	Action
PUBLIC MEETING AND MOTION TO RECOMMEND BROWARD MPO APPROVE the Draft Fiscal Year (FY) 2026-2030 Transportation Improvement Program (TIP)	APPROVED



Committee Reports 2.1.

Broward Metropolitan Planning Organization

Meeting Date: 07/10/2025

Notices of approved contracts from June 12, 2025 Executive Committee

SUMMARY EXPLANATION/BACKGROUND:

The following was approved at the June Executive Committee meeting:

- Purchase Order Between the Broward Metropolitan Planning Organization and OnesourcePCS, LLC for Information Technology Services in an Amount Not to Exceed \$250,000

For more information on the above item, please refer to the Executive Committee meeting agendas on the MPO Agendas & Minutes

page: <https://browardmpo.org/index.php/agendas-minutes>.

ADDITIONAL INFORMATION/PREPARER:

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



Administrative Item 2.

Broward Metropolitan Planning Organization

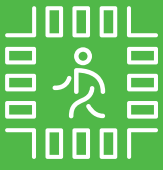
Meeting Date: 07/10/2025

SUMMARY:

Roads for Economic Vitality (REV) Workshop #2 - August 27, 2025

Attachments

Roads for Economic Vitality (REV) Workshop Flyer



You are invited

Roads for Economic Vitality (REV) Workshop

Immediately following the Technical Advisory Committee (TAC) meeting, join the Broward MPO for a REV Workshop where we will discuss upcoming program policy and criteria changes.

We want your opinion!

For more information, please visit our website [HERE](#), or contact Kerrie MacNeil, Senior Planner, at macneilk@browardmpo.org or (954) 876-0072

When:

Wednesday, August 27th, 2025
3:30 PM to 4:30 PM

Where:

Join in-person at
100 West Cypress Creek Rd,
Ste #650. Fort Lauderdale, FL
33309



Virtual participation available:
[CLICK HERE](#) or Scan QR code



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.