



## **AGENDA**

Metropolitan Transportation Engineering  
& Construction Cooperative (MTECC)  
Thursday, February 12, 2026, 11:00 a.m.  
**100 West Cypress Creek Road,  
6th Floor, Suite 650  
Fort Lauderdale, FL 33309-2181**

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### **REGULAR ITEMS**

**(All Items Open for Public Comment)**

1. Call to Order
2. Approval of Minutes
3. Approval of Agenda

### **ACTION ITEMS**

1. MOTION TO APPROVE: Approval of the Updated Professional Services Procurement Procedure
2. MOTION TO APPROVE: Approval of the Invoice and Payment Processing Procedure

### **DISCUSSION ITEMS**

1. MTECC Project Status Update
2. Executive Director's Reports
3. PMC Report
4. General Counsel's Report

5. Budget to Actual Report

6. Board Comments

**NEXT MEETING: DATE**

**\*MOTION TO ADJOURN**

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\* Motion Requested

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](mailto:emac@browardmpo.org) (or via Florida Relay at 711) at least seven days prior to the meeting.

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



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

**2.**

**Meeting Date:** 02/12/2026

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**SUMMARY:**

Approval of Minutes

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**Attachments**

September 2025 Minutes

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**DRAFT**  
**MEETING MINUTES**  
**METRO TRANSPORTATION ENGINEERING AND**  
**CONSTRUCTION COOPERATIVE (MTECC)**  
**100 WEST CYPRESS CREEK ROAD**  
**6<sup>TH</sup> FLOOR, SUITE 650**  
**FORT LAUDERDALE, FLORIDA 33309-2181**  
**THURSDAY, SEPTEMBER 4, 2025, 9:00 A.M.**

**Members**

Chair Caryl Shuham, Commissioner, City of Hollywood  
Vice Chair Tim Fadgen, Councilmember, City of Plantation  
Rex Hardin, Mayor, City of Pompano Beach

**Staff / Also Present**

Lowell Clary, MTECC Executive Director  
Matthew Pearl, MTECC General Counsel  
Christine W. Fanchi, MTECC  
Julia Ronquillo, Broward MPO

**REGULAR ITEMS**

**1. Call to Order**

The meeting was called to order at 9:00 a.m.

**2. Approval of Minutes**

**Motion** made, and duly seconded, to approve. [The **motion** was approved by consent.]

**3. Approval of Agenda**

**Motion** made, and duly seconded, to approve. [The **motion** was approved by consent.]

**ACTION ITEMS**

**1. MOTION TO APPROVE: Approval of the General Fund Budget and Capital Project Fund Budget for fiscal year 2025-2026.**

MTECC Executive Director Lowell Clary advised that MTECC has spent less than what was budgeted in the previous year, which has led to a lowering of the General Fund in fiscal year (FY) 2025-2026. The budget includes contracts for finance and administration, the Executive Director's contract, legal contracts, and program

management. He concluded that the organization remains in good shape, with funds to be carried forward into the new fiscal year.

Chair Shuham recalled that at a recent meeting with the Florida Department of Transportation (FDOT), there was discussion of the original intent of MTECC in comparison to where FDOT stands today. She pointed out that FDOT has indicated they may take on some of the responsibilities, such as Local Agency Program (LAP) projects, for which MTECC was originally designed, and requested clarification of the effect this might have.

Mr. Clary stated that there have been follow-up conversations on this issue, and it is not yet determined how FDOT plans to proceed. He cited the example of a project which connects the cities of Pembroke Pines and Miramar; at present, both cities are in the design process, although it would make sense for there to be a single construction project. The Broward MPO is hosting a meeting in October 2025 to discuss this possibility and determine how to proceed. He recalled that part of MTECC's original concept was to address projects that cross city boundaries.

Chair Shuham asked if MTECC should encourage FDOT to undertake some of the coordination work necessary for these types of projects. Mr. Clary replied that in addition to the budgets for design and construction, there is support work which must also be budgeted, including procurement, program management, and more. MTECC is working to prepare a matrix which would show cities their options, which include doing this supporting work themselves, having certain items done by FDOT, and working with MTECC. The matrix is expected to be complete by the end of October 2025.

**Motion** made, and duly seconded, to approve the budget. In a voice vote, the **motion** passed unanimously.

**2. MOTION TO APPROVE: Amending the Contract with Clary Consulting Company providing Executive Director services to increase the monthly rate in the contract from \$5,000 to \$6,000 per month.**

It was noted that this change would implement a fixed fee rather than an hourly rate. Mr. Clary recalled that the number of hours each month had been approximately 20-22. This change anticipates an increase to 25-30 hours.

**Motion** made, and duly seconded, to approve. In a voice vote, the **motion** passed unanimously.

**DISCUSSION ITEMS**

**1. MTECC Project Status Update**

Mr. Clary reported that there are currently three active projects in the design phase. Because the grant funds for these projects includes funding for both design and construction, no delay in proceeding to the construction phase is expected.

## **2. Executive Director's Reports**

None.

## **3. PMC Report**

Christine Fanchi of MTECC Staff reviewed current projects, stating that plans for the Coconut Creek lighting project will be 100% complete within a few weeks. The completed plans will be submitted to Broward County for comments, with finalization expected in October 2025. Staff has also met with the City to prepare the procurement process for light poles, which are expected in February 2026. A contractor will be selected at the beginning of the new calendar year.

It was asked if the installing contractor will be made responsible for any warranty issues related to the light poles. Ms. Fanchi confirmed this.

The Pembroke Pines Mobility Hub project is working toward 30% design completion in October. A public meeting is scheduled for early November. One critical aspect of this project is connecting pedestrian signals to transit stops on Pines Boulevard, which will involve FDOT cooperation.

A consultant was selected in August 2025 for the 17<sup>th</sup> Street Mobility Hub project in Fort Lauderdale. A kickoff meeting will be scheduled with representatives of the City, MTECC, and the consultant. These parties have met with representatives of Brightline and will meet with Broward County to discuss signalization. A schedule will be provided at the next MTECC meeting.

## **4. General Counsel's Report**

None.

## **5. Board Comments**

There being no further business at this time, the meeting was adjourned at 9:24 a.m.



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

1.

**Meeting Date:** 02/12/2026

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**REQUESTED ACTION:**

MOTION TO APPROVE: Approval of the Updated Professional Services Procurement Procedure

**WHAT THIS ACTION ACCOMPLISHES:**

This provides the updated procedure that governs MTECC's procurement of professional services including: program manager; design engineering services; construction engineering and inspection; and any related services in support of MTECC's mission to support the delivery of projects on behalf of MTECC members.

**SUMMARY EXPLANATION/BACKGROUND:**

MTECC staff worked on the Professional Services Procurement Procedure with the Florida Department of Transportation (FDOT) to update for current legal, rules, regulations and procedures for the implementation of federal grant funded projects from FDOT (federal highway funds), Federal Transit Administration and other federal funding programs.

Summaries of adjustments include the following:

- Included detail reference to the FDOT Local Agency Program (LAP) Manual and more details in the procedure directly tied to the LAP Manual.
- Added more detail on the City Project Manager (Responsible Charge as defined in the LAP Manual) in the procurement process.
- Added more detail on the overall procurement processes to ensure compliance with the LAP Manual.

The proposed Professional Services Procurement Procedure is attached.

**MTECC STAFF RECOMMENDATION(S):**

Recommend approval of the proposed Professional Services Procurement Procedure effective February 2026, to replace the current procedure.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or [claryl@mteccfl.org](mailto:claryl@mteccfl.org)

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**Attachments**

MTECC Professional Services Procedure - Feb 2026

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Approved: \_\_\_\_\_  
Executive Director

## Professional Services Procurement Procedure

### I. STATEMENT OF PROCEDURE

This procedure defines how the Metro Transportation Engineering and Construction Cooperative (hereinafter called “MTECC”) will procure qualified professional architectural; engineering; landscape architectural; surveying and mapping; planning; and right of way services, otherwise known as professional services, in compliance with state and federal requirements.

The details of implementation shall be in accordance with the most recent Florida Department of Transportation (FDOT) Local Program Manual (LPM) (525-010-300) for projects that include federal grants from FDOT (LAP) or direct from the Federal Highway Administration.

The details of implementation shall be in accordance with the most recent state and federal requirements, including any specific grant requirements for grants either direct or indirectly from the Federal Transit Administration or other federal agencies other than the Federal Highway Administration.

The details of implementation shall be in accordance with the most recent state law and any specific grant requirements from any specific grant requirements for grants either direct or indirectly from the County or local municipality in Broward County.

### II. CONFLICT OF INTEREST

MTECC and its MTECC Members will adhere to the FDOT Conflict of Interest procedure (375-030-006). The MTECC General Counsel shall make the final decision regarding any potential conflicts arising from procurement and project management activities, including the roles and use of consultants. For Local Programs projects (LAP), the MTECC Member Responsible Charge shall consult with FDOT, who shall make the final determination. All MTECC consultants, members and employees participating in solicitations for services on LAP contracts or LAP projects must complete the FDOT Conflict of Interest/Confidentiality Certification Form (375-030-50) as part of the solicitation process.



### III. AUTHORITY

MTECC was created pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” that authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units. The First Amended and Restated Interlocal Agreement (ILA) for the creation of MTECC was made, entered into and filed with the Clerk of Court for Broward County on January 17, 2023, by and between the Broward Metropolitan Planning Organization (BMPO); and the City of Hollywood, the City of Plantation, and the City of Pompano Beach, each a Florida municipality or local government unit of the State of Florida. All subsequent MTECC members adopted and signed the ILA to become a member.

Section 287.055, Florida Statutes, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

### IV. OBJECTIVE

This procedure shall provide the governing principles that establish the MTECC procurement functions for the acquisition of professional services. To achieve the aforementioned objective, the MTECC Executive Director, MTECC Contracting Officer and his/her delegated procurement staff are the individuals authorized to procure MTECC services and shall:

- A. Provide fair and equitable treatment for all participants in MTECC procurement activities.
- B. Ensure the uninterrupted flow of the services by obtaining and ensuring delivery of acceptable quality services, on time and by the most qualified provider of the services.
- C. Comply with all applicable federal, state and local laws, statutes, ordinances and regulations for professional services. Special emphasis shall be placed on ensuring procurement actions comply with Chapter 112, Florida Statutes relating to ethical behavior in the acquisition of professional services and Section 287.055, Florida Statutes for all procurements. Comply with all grant specific requirements including:
  1. Federal Brooks Act for all federally funded grants.
  2. LPM 575-010-300 and CFR Title 23 PART 172 – Procurement, Management, And Administration of Engineering and Design Related Services, the Consultant Competitive Negotiation Act (CCNA) procedures for all federal grants funded by FDOT (LAP) or directly or indirectly from FHWA.
  3. Specific grant specific requirements from federal, state or local grants.
- D. No person or business shall be excluded from participation in, denied benefits of, or otherwise be discriminated against in connection with procurement activities on the grounds of race, color, religion, sex, and any protections offered by Title VI of the Civil Rights Act of 1964.



- E. Identify and address potential conflicts of interest, pursuant to Section II above.

## V. SCOPE AND APPLICABILITY

The procedure outlined herein shall apply to MTECC and MTECC Members involved in any activities associated with the procurement of professional services for, or on behalf of, MTECC.

## VI. ROLES AND RESPONSIBILITIES

- A. **MTECC Executive Director** - The MTECC Executive Director shall ensure that federal and state grantor agencies and the city where the project is located are consulted and made a part of the process for the development of the procurement documents with the final issuance of the documents being through the Contracting Officer of MTECC. For FDOT LAP Projects, Federally Funded Projects and Locally Funded Projects:
  - 1. The MTECC Executive Director is responsible for the timely initiation of project procurements from the current fiscal year Project Plan.
  - 2. For FDOT LAP Projects, The MTECC Executive Director shall ensure the participation and sign off by the MTECC Member for the completion and submittal of the Local Agency Program Checklist for Federally Funded Professional Services Contracts (form 525-010-49).
  - 3. The MTECC Executive Director is responsible for ensuring the procurement documents are prepared timely and that all parties are included in the process to review and sign off on the proposed procurement documents prior to issuance.
  - 4. In the case of an RFQ or RFP procurement:
    - a) The MTECC Executive Director is responsible for appointing qualified staff members from MTECC Members to an Evaluation Committee to evaluate proposals received in response to an RFQ or RFP to create a Library of firms under a continuing services approach or for an individual Project.
    - b) The MTECC Executive Director is responsible for reviewing the rankings and signing off with a summary report.
    - c) The MTECC Executive Director shall present the ranking of consultant proposals to the MTECC Board for review and approval. The Executive Director will provide the ranking to the MTECC Member Responsible Charge for approval for FDOT LAP projects prior to presenting the rankings to the MTECC Board.
    - d) Upon Board approval (and FDOT approval if needed on LAP projects) the Executive Director shall ensure the top-ranked firm submits a fee proposal.
    - e) The Executive Director will appoint a negotiating team composed of qualified staff from the MTECC Member and MTECC to negotiate with the top ranked proposer. The MTECC Executive Director shall present the negotiations team



to the MTECC Member Responsible Charge for approval on FDOT LAP projects.

- f) The MTECC Executive Director shall execute the professional services agreement for the project or continuing services contract If the negotiations are concluded within the maximum budget. For FDOT LAP projects, the Executive Director must provide a procurement summary sheet that includes the following items to the MTECC Member Responsible Charge for review and coordination with FDOT for review and concurrence prior to executing the professional services agreement:
    - 1) Project scope;
    - 2) Summary of the procurement steps and dates;
    - 3) Name of proposers received;
    - 4) Ranking of the proposals by the evaluation team;
    - 5) Name for the selected proposer and the negotiated project amount;
    - 6) Any other key items of note;
    - 7) Request for FDOT review and concurrence.
  - g) If negotiations with the top-ranked firm do not fall within the maximum budget, then the Executive Director will authorize the MTECC Negotiations Team to end negotiations and to proceed with negotiations with the second highest ranked firm or to have discussions with the MTECC Member and MTECC Board about adding more funds from a project contingency or other funds to address the negotiated amount.
5. For Request for Work Order Proposals under a Continuing Services Library:
- a) The Executive Director will ensure the RFWOP is coordinated with the MTECC Member and reviewed and approved by the Responsible Charge for FDOT LAP projects. The Responsible Charge will coordinate with FDOT on scope of services for FDOT LAP projects to obtain approval for inclusion in the RFWOP.
  - b) The MTECC Executive Director is responsible for appointing qualified staff members from MTECC Members to a Review Team from the City where the project is located to review and rank qualifications of firms that submitted in response to an individual Request for Work Order Proposal (RFWOP) for firms in a Library of continuing service contracts. The MTECC Executive Director shall coordinate and obtain approval of the MTECC Member Responsible Charge for FDOT LAP projects.
  - c) The MTECC Executive Director is responsible for reviewing the rankings and approving the ranking. The MTECC Executive Director shall coordinate and obtain approval of the MTECC Member Responsible Charge for FDOT LAP projects.
  - d) Upon Executive Director approval (and MTECC Member Responsible Charge approval on LAP projects) the Executive Director shall ensure the top ranked firm submits a fee proposal.
  - e) The Executive Director will appoint a negotiating team composed of qualified staff from the MTECC Member and MTECC to negotiate with the top ranked



- proposer. The MTECC Executive Director shall present the negotiations team to the MTECC Member Responsible Charge for approval on FDOT LAP projects.
- f) The MTECC Executive Director shall execute the Work Order for the project under the Continuing Services Contract If the negotiations are concluded within the maximum budget. For FDOT LAP projects, the Executive Director must provide a procurement summary sheet that includes the following items to the MTECC Member Responsible Charge for review and coordination with FDOT for review and concurrence prior to executing the professional services agreement:
    - 1) Project scope;
    - 2) Summary of the procurement steps and dates;
    - 3) Name of proposers received;
    - 4) Ranking of the proposals by the review team;
    - 5) Name for the selected proposer and the negotiated project amount;
    - 6) Any other key items of note;
    - 7) Request for FDOT review and concurrence.
  - g) If negotiations with the top-ranked firm do not fall within the maximum budget, then the Executive Director will authorize the MTECC Negotiations Team to end negotiations and to proceed with negotiations with the second highest ranked firm or to have discussions with the MTECC Member and MTECC Board about adding more funds from a project contingency or other funds to address the negotiated amount.
6. The MTECC Executive Director may approve extensions to the term of Work Orders issued under a continuing services contract with no dollar impacts of professional services agreements, as long as the Work Order term does not exceed the original term of the Continuing Services Contract. The MTECC Executive Director shall coordinate and obtain approval of the MTECC Member Responsible Charge for FDOT LAP projects.
7. The MTECC Executive Director may approve and execute amendments to professional services contracts and Work Orders under a Continuing Services Contract for additional scope and price up to ten percent of the original professional services contract or Work Order amount, provided the amended amount is within the maximum project amount approved by the MTECC Board. For FDOT LAP Projects, MTECC will coordinate with the MTECC Member Responsible Charge for FDOT review and approval prior to MTECC Executive Director execution of such amendments.
8. The MTECC Executive Director shall execute all documents, including contracts, Work Orders, amendments and change orders, approved by MTECC.
9. The MTECC Executive Director shall ensure contracts are executed and disseminated to the appropriate parties.
10. The MTECC Executive Director shall ensure the safekeeping of all procurement and contract performance security instruments, including without limitation bonds, cashier or certified checks, letters of credit, and assignments of certificates of deposit, submitted to the MTECC Contracting Officer.



11. The MTECC Executive Director shall handle concerns and issues relative to responding to public records requests per Chapter 119, Florida Statutes also known as the “Public Records Law.”
  12. Based on recommendations of the MTECC Contracting Officer, MTECC Legal Counsel, MTECC Program Manager and MTECC Member Responsible Charge (on FDOT LAP projects) the Executive Director shall coordinate with the senior managers of the MTECC Member and MTECC Board members on major concerns with executed contracts or work orders. The Executive Director has the authority to request corrective action plans for major concerns from the consultant. If the corrective action plan is not acceptable or does not correct major problems in accordance with established schedules to the point that projects are not meeting major scope of service items, established schedules or key provisions are in default, the Executive Director may terminate a contract or work order. This shall be coordinated with and approval provided by the MTECC Member Responsible Charge and FDOT on FDOT LAP projects. MTECC will always partner with the consultant to achieve a timely corrective action plan to keep the project on track as the first priority.
- B. MTECC Contracting Officer** shall provide for the acquisition of professional services for projects and shall be the single point of contact during an open procurement, in accordance with this procedure. These responsibilities include the following:
1. Following FDOT LPM (575-10-300) and Section 287.055, Florida Statutes, “The Consultants Competitive Negotiation Act, FDOT rule 14-75, Florida Administrative Code related to prequalification process, advertisement, and competitive selection of professional services consultants based on qualifications, followed by negotiations to establish a fair, competitive and reasonable fee for the desired services.
  2. The development of RFQs, RFPs, and RFWOPs.
  3. Assist in the development, administration and management of contracts.
  5. Responding to questions and preparing addenda if necessary to RFQ’s, RFP’s, and RFWOP’s in accordance with this Procedure and related administrative procedures.
  6. Making a final recommendation to the MTECC Executive Director, as authorized by the Interlocal Agreement.
  7. Providing in solicitation documents appropriate procedures for ensuring proposer protests are treated in a fair and objective manner.
  8. Attempt to informally resolve disputes or protests regarding a procurement between MTECC and professional service consultant.
  9. Recommending to the Executive Director the rejection of all proposals received in response to a particular solicitation, due to non-responsive or non-responsible proposals, or lack of competition if readvertising would presumably yield more submittals.
  10. Recommending to the Executive Director the termination of professional service contracts for consultant’s default or MTECC’s convenience.
  11. Maintaining professional service consultant performance records.
  12. Verifying a professional services consultant is not on the Federal System for Award Management (SAM) Excluded Parties List.



13. Request in writing the MTECC Executive Director appointment of an MTECC Evaluation Committee for each professional services RFQ and RFP procurement.
  14. Request in writing the MTECC Executive Director appointment of an MTECC Review Team.
  15. Ensure the rankings of proposals are ranked in order 1, 2, 3, etc. Rankings will be based on the evaluation criteria and tie-breaking language in the RFP, RFQ and RFWOP solicitation documents.
  16. Cumulate and average the rankings for the proposals and present the report of the Evaluation Committee or Review Team to the Executive Director for approval of intent to award.
  17. For FDOT LAP projects, provide to the MTECC Member Responsible Charge for review and coordination with FDOT for review, any RFP, RFQ, or RFWOP, the ranking results and supporting documentation, and all other documentation necessary for the MTECC Member Responsible Charge to review and approve prior to presenting the ranking to the MTECC Board and prior to negotiations on FDOT LAP solicitations.
  18. Support the MTECC Executive Director in presenting the ranking to the MTECC Board for review and approval.
  19. Upon MTECC Board approval, request an hour and fee proposal from the top ranked firm for a project(s) specific professional services solicitation or MTECC Executive Director for a negotiated Work Order under a CSC library RFWOP.
  20. For award of an individual CSC or award of a CSC library, an hour and fee proposal will be requested on a Work Order basis. the MTECC Negotiations Team, with technical support provided by the MTECC Program Manager will negotiate on a Work Order basis with the top ranked proposal for a fair, competitive and reasonable fee for the RFWOP solicited services. If the negotiation is unsuccessful, the Executive Director will authorize negotiations with the second-ranked firm and so forth until reaching an agreement. On FDOT LAP projects coordinate with the MTECC Responsible Charge for review and approval and coordination with FDOT for review and concurrence.
- C. **MTECC Support Staff**– General responsibilities for all MTECC Program Manager, and support staff for the MTECC Executive Director and Contracting Officer, in accordance with the requirements of their positions, shall be responsible for:
1. Complying with all adopted purchasing procedures within the parameters of their position responsibilities, except as otherwise noted with this procedure.
  2. Providing timely information required for the project to the procuring entity, be that MTECC or a supporting organization by agreement.
  3. Providing necessary information and working with MTECC Procurement. i:
    - a) Assisting with bids and specifications;
    - b) Assist with the evaluation criteria;
    - c) Evaluating Responses to solicitations for completeness and compliance;
    - d) Evaluating proposer past performance. Note that FDOT past performance for proposers may be used;
    - e) Resolving proposer and contracted professional services issues and protests;
    - f) Identifying MTECC procurement needs;



- g) Providing MTECC Procurement with necessary technical assistance;
  - h) Contract documents.
4. Ensuring that MTECC Procurement is made aware of all communications with proposers and contracted professional services concerning:
- a) Request for Qualifications (RFQ);
  - b) Requests for Proposals (RFP);
  - c) Request for Work Order Proposal (RFWOP);
  - d) Schedule dates, including proposal due and opening dates;
  - e) Responses to RFQ, RFP, and RFWOP that have been received and opened;
  - f) List of potential contract documents.
- D. **MTECC Member** – The MTECC member shall be actively involved in MTECC procurement processes that are for Federally Funded Projects, FDOT LAP Projects and Locally Funded Projects in the member’s geographical area. For FDOT LAP projects the MTECC member shall ensure the Responsible Charge is the designated individual at a minimum for the below tasks. These tasks shall include at a minimum:
- 1. Review and approve the Project specific scope of work for the RFQ, RFP or RFWOP;
  - 2. Review the Independent Fee Estimate for the Project specific scope of work;
  - 3. Review and provide comments on the draft RFQ, RFP or RFWOP;
  - 4. Provide the City participants to rank RFQ’s, RFP’s and RFWOP’s;
  - 5. Provide the City participants to partner with MTECC on the review of the hours and fee proposed for the top ranked proposer for the Project scope of work. For FDOT LAP Projects, Responsible Charge to approve final hours and fee and coordinate with FDOT for review and concurrence and FDOT LAP projects;
  - 6. Review and Approve the Project Agreement with MTECC for the project. Approve MTECC issuing the Notice to Proceed for FDOT LAP Local Projects and coordinate with FDOT for review, concurrence and issuance of the FDOT Notice to Proceed;
  - 7. Participate in the kickoff meeting;
  - 8. Participate in status meetings;
  - 9. Submit project deliverable under the contract;
  - 10. Review and approval of final deliverables in partnership with MTECC;
  - 11. Participate in contract close-out in partnership with MTECC;
  - 12. Assist in invoicing for grants as required. For LAP projects MTECC submits invoices in GAP, the cover sheet is signed by MTECC Member listed as Responsible Charge and any reimbursements will go to the MTECC Member;
  - 13. Assist in grant reporting as required (note that for FDOT LAP Projects the MTECC Member Responsible Charge will take the lead on grant reporting).
- E. **FDOT/Other Awarding Federal Agency** –FDOT for FDOT LAP Projects or the awarding agency for projects funded by other federal grants to provide oversight of the state and federal requirements related to the project delivery and reimbursement processes. This shall include at a minimum:
- 1. Approval of grant agreements and related documents;
  - 2. Monitoring of grant requirements;



3. Oversight as required including review of draft procurement documents, negotiated hours and fee, and final contract documents;
4. Review and approval of invoices for completed work. This will be in accordance with the grant agency requirements, contract and work order requirements (including all amendments), and all federal and state requirements.
5. For FDOT LAP Projects, review and approval of all modifications to Contracts or Work Orders.

**F. MTECC Board:**

1. The MTECC Board shall designate the use of applicable approved Disadvantage Business Enterprise (DBE) plans to apply to each proposed professional services procurement. The current plan for the Broward MPO covers the County and has been designated by the MTECC Board for use on applicable procurements.
2. The MTECC Board approves the ranking of proposals for RFQ and RFP procurements and delegates the negotiation to the appointed Negotiations Team for finalization and execution of the professional services agreement within the maximum project budget.
3. The MTECC Board shall approve any professional services contracts and Work Orders amendments above ten percent of the original professional services contract amount or Work Order amount that exceed the maximum project amount.

The overall professional services for MTECC support services shall be organized into the following groups:

- A. MTECC Program Manager** – MTECC will competitively procure a qualified program management consultant that is also prequalified by FDOT to support the MTECC Board, MTECC Executive Director and MTECC Support Staff on technical issues at an overall level and for each project.
1. The MTECC Program Manager shall have a wide range of qualifications to meet many types of transportation projects, such as Highway Design, Traffic Engineering, Traffic Operations Design, Surveying and Mapping, Soil Exploration Materials Testing and Foundations, CEI, Engineering Contract Administration and Management, Planning, Architect, and Landscape Architect. These qualifications listed are not intended as an exhaustive list of qualifications required of the Program Manager consultant but listed as an example of the qualifications required to undertake its services for transportation projects throughout Broward County.
  2. The MTECC Program Manager contract shall be competitively procured under a continuing services contract with a not to exceed five-year duration, driven by Work Orders that must contain a detailed project specific scope with a proposed fee that is negotiated and finalized for each Work order. The MTECC Program Management Contract shall be a work order driven contract with no guarantee of work at the time of contract execution.
  3. There is an annual Work order proposed and negotiated to support the MTECC Board, MTECC Executive Director, and MTECC Members on general non-project technical activities during each fiscal year.
  4. Individual work orders shall be proposed and negotiated by the MTECC Executive Director for projects identified on the approved Project Plan. These work orders will run for the term of the activities for the Project and be coordinated with the project design and construction phases. For FDOT LAP Projects, CSC work orders will not exceed five (5) years and will only be



eligible for federal funding within the dates listed in the federal authorization. On LAP Projects the Program Manager proposed scope, and negotiated fee will be coordinated and approved by the MTECC Member Responsible Charge. If funding is requested under the FDOT LAP Project the MTECC Member Responsible Charge will coordinate with FDOT for review and concurrence prior to approval of Work Orders.

- B. MTECC Design Services Library (DES)** – MTECC shall competitively procure a library of professional design services consultants via continuing services contracts that will offer services, such as Design, Construction Plans and Specifications, Project Management, Organization Administration, Public Involvement and Media Relations, and other project related services.
1. The MTECC Design Services Library (DES) shall be work order driven contracts with no guarantee of work at the time of contract execution.
  2. Once a MTECC member requires MTECC support on a Locally Funded Project or Federally Funded Project (not funded by FDOT through a LAP Agreement) and the MTECC Board has approved the request, MTECC Contracting Officer and Program Manager shall partner with the MTECC Member to develop a scope of work, Independent Fee Estimate and RFWOP.) MTECC will coordinate with MTECC Member Responsible Charge for review and approval and coordination with FDOT on FDOT LAP Projects for review and approval.
  3. The draft scope of work may be shared with all the DES teams contracted with MTECC in advance of the RFWOP being issued.
  4. The RFWOP shall be issued to all DES firms for project specific design and engineering services.
  5. Once a Work Order has been negotiated and approved by the MTECC Member and MTECC (and FDOT on FDOT LAP Projects) the Work Order will be executed.
  6. With MTECC Member concurrence, the MTECC Contracting Officer shall issue the notice to proceed for commencement of services (with FDOT concurrence on FDOT LAP Projects.)
- C. MTECC Construction Engineering and Inspection (CEI) Services Library** – MTECC shall competitively procure a library of professional CEI consultants via a continuing services contract that will offer services such as project resident engineer with independent engineering judgment, survey control, on-site inspection, sampling and testing, engineering services, geotechnical engineering, schedule development and review, asphalt plant services, quality assurance program, certification of progress estimates, certification of final estimates, construction agreement management, post construction claims review and other services as needed on review of the construction for the project.
1. The MTECC CEI Services Library (CEI) shall be a work order driven contract with no guarantee of work at the time of contract execution.
  2. Once a MTECC member requires MTECC support on a Locally Funded Project or Federally Funded Project (not funded by FDOT through a LAP Agreement) for the construction phase and the MTECC Board has approved the request, MTECC Contracting Officer and Program Manager shall partner with the MTECC Member to develop a scope of work, Independent Fee Estimate and RFWOP.) The MTECC Member Responsible Charge will review and approve and coordinate with FDOT for LAP funded projects for review and concurrence.



3. The draft scope of work may be shared with all the CEI teams contracted with MTECC in advance of the RFWOP being issued.
4. The RFWOP shall be issued to all CEI firms for project specific construction and engineering services.
5. Once a Work Order has been negotiated and approved by the MTECC Member and MTECC (and FDOT on FDOT LAP Projects) the Work Order will be executed.
6. With MTECC Member concurrence, the MTECC Contracting Officer shall issue the notice to proceed for commencement of services (with FDOT concurrence on FDOT LAP Projects)

## VIII. Qualifications Based Selection (QBS) Process

- A. For professional services procurements, MTECC shall utilize a competitive qualifications-based selection (QBS) process. All applicable RFQ and RFP solicitations will be publicly advertised in accordance with Florida Chapter 287.055, Florida Statutes, when professional services are required and the fee is in excess of the threshold amount of Category Two, Section 287.017, F.S., except in the case of a valid public emergency declared by the Governor of the State.
- B. The MTECC Executive Director and MTECC Contracting Officer shall maintain procurement and contract records documenting the professional services procurement process, in compliance with 2 CFR Part 200.s. These records shall be maintained, in accordance with General Records Schedule GS1-SL for State and Local Government Agencies and FDOT's LPM (525-010-300).
- C. Consultants must be prequalified with FDOT to submit responses on professional services solicitations Unless the selection method is final ranking directly from submittals (as specified in the project advertisement), the selection process will include the following steps:
  1. Public announcement of the approved RFQ or RFP for the minimum formal advertisement period of 14 calendar days. The advertisement shall include a description of the services and specify requirements for submittals. For continuing services contract where multiple Consultants are needed for projects with similar requirements, one advertisement and one selection process may be used where practical. The advertisement for such projects will include a statement indicating the number of technical proposals that will be shortlisted and the number of contracts intended for award. The number of shortlisted Consultants will be a minimum of two more than the number of Consultant contracts intended for award.
  3. Technical evaluation scoring will be based on weighted evaluation criteria contained in the solicitation document and resulting ranking by the MTECC Evaluation Committee. In lieu of weighted scoring on a criteria basis, technical proposals may be ranked overall and against each other with written details by each Evaluation Committee Member describing the rationale of their ranking, if this process is detailed in the solicitation document.
  4. If fewer than three Consultants (CSC minimum required responses will vary) respond to the advertisement, MTECC will extend the advertisement, if the contract schedule permits. For FDOT LAP related procurements FDOT exception requests must be submitted to the FDOT LAP administrator and FHWA for concurrence to proceed with less than the minimum.



5. Recommendation by the MTECC Evaluation Committee of no less than three firms ranked in order 1, 2, 3, etc. See Chapter VII, Section 6 and Section 7 for subsequent details.
6. Pursuant to Section 287.055, F.S., and the Federal Brooks Act, price shall not be an evaluation criterion during the advertisement and selection phase for professional services procurements. Criteria for selection shall be included in the RFQ or RFP.

## IX. EVALUATION CRITERIA; RECOMMENDATIONS AND EVALUATION COMMITTEE SHORTLISTING

- A. The following factors will be considered by the MTECC Evaluation Committee in developing the recommendations for shortlisting and final ranking:
  1. Staff capabilities;
  2. Availability of proposed Consultant personnel;
  3. Technical approach to the project;
  4. Workload, as evidenced by the number of similar projects the Consultant has under active MTECC contracts/work orders;
  5. Local presence- The location of the Consultant in relation to the work to be performed, for projects where Consultant proximity to project location is pertinent and adds value to the quality and efficiency of the project (e.g., Construction Engineering Inspection (CEI) project). If a Consultant from outside the locality area indicates that it will satisfy the local presence criterion by establishing a local office, that commitment shall be considered to have satisfied the local presence criterion. However, local preferences, i.e., State or local requirements that limit competition, are not permissible;
  7. Any qualification restrictions;
  8. Innovation, and any other information contained in the solicitation.
- B. The MTECC Evaluation Committee will shortlist no less than three Consultants, if available. For FDOT LAP related procurements, FDOT exception requests must be submitted to the FDOT LAP administrator and FHWA for concurrence to proceed with less than the minimum. Where multiple contracts will be awarded with one advertisement, at least two more Consultants than number of contracts awarded will be shortlisted.

## X. REQUIRED CERTIFICATIONS AND NOTICES (INCLUDING FEDERAL FORMS) -

- A. Certification forms to be included in the RFQ or RFP:
  1. E-Verify (Form #375-031-06)
  2. Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form #375-030-32)
  3. Certification for Disclosure of Lobbying Activities (Form #375-030-34)
  4. Scrutinized Companies Lists (Form #375-030-60)
  5. Affidavit Regarding Labor and Services (Form #375-030-31)
  6. Truth in Negotiation Certification (Form #375-030-30)



7. Additional certifications/forms as may be required with the passing of new State or Federal legislation applicable to project funding for MTECC procurements.
- B. Notice of Restrictions: For all contracts, the advertisement shall include notice that persons or entities convicted of public entity crimes may not submit bids.

## XI ESTABLISHING THE METHOD OF COMPENSATION

The method of compensation to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. Compensation for professional services agreements will involve one or more of the following methods:

- A. LUMP SUM: A firm fixed price not subject to adjustment due to the actual cost experience of the Consultant in the performance of the contract.
- B. COST REIMBURSEMENT PLUS FIXED FEE: The Consultant is reimbursed the costs incurred in the performance of the contract. FHWA only participates in cost reimbursement contracts in which the Consultant's operating margin is a lump sum or "fixed fee." In such instances, partially loaded hourly rates paid in conjunction with fixed fee shall exclude compensation for operating margin. In establishing contractual fees, the MTECC Contracting Officer may request the Consultant to provide average rates for job classifications when multiple staff members are included under one job classification.
- C. COST PER UNIT OF WORK: A negotiated unit rate for a repetitive task or deliverable product is established and paid for each unit produced.
- D. SPECIFIC RATES OF COMPENSATION: Billing rates are established for units of time, usually per hour. These rates normally include wages, overhead, estimated expenses and operating margin. MTECC shall utilize the lump sum method of payment for basic design services, where appropriate and where the level of effort and scope can be reasonably determined. MTECC is responsible for converting Consultant rate information into fixed hourly billing rates. In accordance with 23 USC 112; and 23 CFR 172.11(d), cost and rate data (audit information) shall be confidential and shall not be accessible or provided, in whole or in part, to another individual, firm, or to any government agency which is not part of the group of agencies sharing cost data, except by written permission of the audited firm.

## XII NEGOTIATING CONTRACT FEES

- A. After final ranking by the MTECC Evaluation Committee, and approval from MTECC Responsible Charge (if a FDOT LAP Projects) negotiations will begin with the number one ranked Consultant.
- B. The Consultant will be requested to submit a detailed staff hour estimate and Fee Proposal with support information to the MTECC Contracting Officer. Staff hour estimates will be submitted in the manner prescribed by the MTECC Contracting Officer with the request.



- C. The MTECC Contracting Officer shall distribute the detailed staff hour estimate and fee proposal to the MTECC Negotiations Team.
- D. The MTECC Negotiations Team shall lead the negotiations utilizing the FDOT Negotiation Handbook For Professional Services Contracts as a guide, available on the FDOT Procurement website.
- E. The MTECC Contracting Officer and MTECC Executive Director shall review the negotiated fee structure, to ensure the proposed compensation costs are fair, competitive, reasonable, accurate and allowable, pursuant to 23 CFR 172.7, and 2 CFR 200.333.

### XIII PERFORMANCE EVALUATIONS

For professional services and continuing services contracts, The MTECC Contracting Officer will coordinate with the MTECC Project Manager to conduct performance evaluations of the Consultants under contract, frequency depending on the length of the contract term. At a minimum, a final performance evaluation will be conducted prior to the close-out stage of the contract or Work Order. Ratings for evaluations will be based on factors such as quality of work deliverables, timeliness/adherence to schedule, professionalism in representing MTECC and its MTECC Members, and other factors. The MTECC Contracting Officer will consult with the MTECC Member Responsible Charge when completing the evaluation for their review and concurrence. FDOT LAP Projects will have additional requirements and FDOT involvement. The MTECC Project Manager, MTECC Contracting Officer and Consultant will sign the performance evaluation acknowledging the results. Consultants will be given the opportunity to respond in writing to the performance evaluation.

### XIV REQUEST FOR WORK ORDER PROPOSAL

The following process will be followed by MTECC Executive Director and Contracting Officer in the selection of a firm from the DES or CEI library to perform work pursuant to a Project Work Order valued at more than \$35,000.00.

#### A. Work Order Proposal Selection Process

1. MTECC Executive Director will respond to a project request for DES or CEI RFWOP based upon a MTECC Member submitting a request for support related to design or CEI related services that have been endorsed by the MTECC Board. Once MTECC Executive Director has given concurrence for an RFWOP from the MTECC DES or CEI libraries:
  - a) A detailed scope of services, independent fee estimate, and schedule with a list of key deliverables will be developed by the MTECC Program Manager specific to the project that meets the grant requirements in partnership with the MTECC Member.
    - 1) The MTECC Member must review and approve the project scope of services, independent fee estimate and schedule with list of key deliverables. These sections will become exhibits of the Project Agreement or Tri-Party Agreement depending on the grant funding source.
    - 2) The MTECC Member Responsible Charge will be responsible for ensuring the process



follows the LAP Manual and for the review and approval of all documents and coordination with FDOT on FDOT LAP Projects. This includes the LAP Certification checklist being completed for the procurement section of the checklist. FDOT must approve the checklist, proposed RFWOP including the scope of services and independent fee estimate prior to the MTECC Member Responsible Charge approving issuance of the RFWOP.

- b) The approved scope of work may be provided to all the MTECC DES or CEI Consultant Library of firms in advance of the RFWOP procurement to help the firms become familiar with the upcoming project.
  - c) The inclusion of a Disadvantaged Business Enterprise (“DBE”) goal for a specific Project DES or CEI Work Order will be based on the original DES or CEI Library RFP and contracts. If a DBE goal is to be used for a specific Project DES or CEI Work Order, then the applicable DBE analysis will be performed to identify the amount for goals and applicable trades.
  - d) If approved by the MTECC Member and grant agency, the RFWOP may be issued in advance of the final grant agreement and Project Agreement or Tri-Party Agreement provided the work order is not finalized and signed prior to the grant agreement and Project Agreement or Tri-Party Agreements are approved and signed by all parties.
2. Upon receiving all required approvals, the RFWOP will be issued to the MTECC DES or CEI Library of firms. There is a cone of silence imposed once the RFWOP is issued. The MTECC Contracting Officer or designee shall be the single point of contact during the RFWOP process.
  3. The RFWOP will include:
    - a) The Scope of Work, RFWOP submittal instructions for responding to the RFWOP, special conditions, grant agreements, Program Agreement or Tri-Party Agreement and other key requirements that may apply to the Project;
    - b) Criteria for selection including capabilities and resources of the Consultants, proposed approach to the Work, availability of qualified personnel, ability to meet schedules, innovative ideas, workload, and overall distribution of work;
    - c) Reference and incorporation of the Federal and State requirements contained in the CSC Agreement.
    - d) In the event a DBE goal is established for a Local Project Work Order, the RFWOP will include Project level DBE goal requirements.
    - e) A boilerplate LAP Agreement attached.
  4. The MTECC DES or CEI library of firms will be required to provide a response to the RFWOP that is clear and concise, to include at minimum a summary of the Consultant’s ability to perform the Work, approach to the Work, and resumes of key personnel that would be assigned to the Work.
  5. The MTECC Contracting Officer will establish a defined deadline for submittal of the response to the RFWOP. No responses will be accepted after the deadline. A Cone of Silence will be in effect from issuance of the RFWOP through award of the Work Order.
  6. Responsive proposals received by the deadline will be independently reviewed and ranked by the MTECC Review Team. The Review Team members shall submit their ranking sheets to the MTECC Contracting Officer. Each MTECC Review Team member must sign a Conflict-of-Interest/Confidentiality Certification (FDOT Form 375-030-50) prior to evaluations and be advised the cone of silence.
  7. The MTECC Contracting Officer will compile the results of the review and provide the recommended ranking to the MTECC Executive Director for review and approval. For FDOT



LAP Projects the responses and all reviews and rankings by the MTECC Review Team must be provided to FDOT for review and approval prior to any negotiations.

8. Upon approval, the MTECC Contracting Officer will request a fee proposal utilizing the contract rates from the highest-ranked Consultant.
9. After receiving the fee proposal (including the approved contractual hourly rates by job classification and hours for each under the scope of work and the approved overhead rates as part of the DES or CEI Contracts), the MTECC Negotiations Team will commence negotiations with the highest ranked Consultant. Note that the rates for salaries, overhead and administrative rates will have already been set for the Contracts so the RFWOP negotiations will be based on the work order scope of services and negotiate the following key elements:
  - a) Staff hours by task and subtask
  - b) Staff hours assigned by staff member/class
  - c) Consultant organization, task and hours assigned to the prime and each subconsultant
  - d) Any unique elements required for the scope of services to ensure full understanding of these items and that requisite staff and hours have been assigned to these elements.
  - e) Margin in relationship to items such as the expertise required, complexity or simplicity of the scope of services and the availability of resources.

The MTECC Member within the team designated as Responsible Charge shall be the lead on negotiations with the Consultant. Should negotiations be successful, the Consultant shall provide the final negotiated fee sheet and Scope of Work to the MTECC Contracting Officer. Should negotiations be unsuccessful, negotiations may begin with the next highest ranked Consultant (with FDOT concurrence for LAP Projects) and so on.

The final negotiated fee package and Scope of Work will be reviewed and approved by the MTECC Member Responsible Charge, and they will coordinate with FDOT on LAP Projects for review and concurrence in the format required under the LPM 575-010-300.

## **B. Work Order Approval Process**

1. The LAP Agreement and Project Agreement must be approved and signed by all parties for FDOT LAP projects. The Tri-Party Agreement and grant agreement must be approved and signed by all parties for projects funded by other grant programs. The project budget must be amended into the MTECC approved budget.
2. Once a MTECC Library consultant has been selected and its fee proposal is approved by the MTECC Executive Director (in consultation with the MTECC member and if FDOT LAP project, reviewed and approved by the MTECC Member Responsible Charge who coordinated with FDOT for review and concurrence.). The details shall be in accordance with Section VII, 5.
3. Upon Notice to Proceed by FDOT on LAP projects or MTECC Executive Director approval on other projects, the Local Project DES or CEI Work Order will be submitted to the Consultant for execution. No funding can be expended prior to receiving the Notice to Proceed from FDOT on LAP projects.
  - a.) If applicable, the DBE goal will be included in the specific DES or CEI Work Order, satisfaction of the DBE goal will be included as a term of the DES or CEI Work Order.
4. The executed Local Project DES or CEI Work Order will then be signed by the MTECC Executive Director (after receipt of MTECC Member Responsible Charge approval on FDOT LAP projects).



5. Once final MTECC approval is obtained, the Consultant will be issued a Notice to Proceed from MTECC for the DES or CEI Work Order.

### **C. Work Order Amendments**

1. The MTECC Project Manager shall review within 15 days of receiving a written consultant or internal proposed change to the executed Work Order including a change to the term, scope of services or negotiated fee. The Project Manager shall provide a summary of the review for the MTECC Member Responsible Charge, MTECC Contracting Officer, and MTECC Executive Director for review and consideration. The summary shall include the following at a minimum:
  - a) Written request from the consultant or internal (Contracting Officer or MTECC Member Responsible Charge) that describes the proposed change to term, scope of services or negotiated fee for the executed work order.
  - b) MTECC Project Manager's review of the proposed change that outlines the issue, any facts that support or disagree with the proposed change, and a recommendation for consideration in making a decision about the proposed change.
  - c) Supporting documentation related to the proposed change and the MTECC Project Manager's review.
- b) The MTECC Contracting Officer, MTECC Member Responsible Charge, and MTECC Executive Director shall review the materials provided by the MTECC Project Manager within 15 days of receipt.
- c) The MTECC Member Responsible Charge and the MTECC Executive Director shall meet and agree on the proposed change. The MTECC Member Responsible Charge shall provide a summary of the proposed changes to FDOT for review and concurrence on LAP projects.
2. Upon MTECC Member City Responsible Charge (and FDOT if required) and MTECC Executive Director concurrence, the MTECC Executive Director may approve extensions to the term of Work Orders issued under a continuing services contract with no dollar impacts of professional services agreements, as long as the Work Order term does not exceed the original term of the Continuing Services Contract.
3. Upon MTECC Member City Responsible Charge (and FDOT if required) and MTECC Executive Director concurrence in the proposed change in scope of services the negotiated fee shall follow the same approach as A.9. above in this article to negotiate the revised fee. Once the proposed change is finalized the MTECC Responsible Charge shall provide a summary of the fee negotiations and overall package to the MTECC Contracting Officer and to FDOT for review and concurrence on FDOT LAP projects.
4. Upon MTECC Member City Responsible Charge (and FDOT if required) and MTECC Executive Director concurrence, the MTECC Executive Director may approve and execute amendments to professional services contracts and Work Orders under a Continuing Services Contract for additional scope and price up to ten percent of the original professional services contract or Work Order amount, provided the amended amount is within the maximum project amount approved by the MTECC Board.
5. For any proposed changes above ten percent of the Work Order amount or that the proposed change would exceed the approved budget for the Project the Executive Director shall present



- the item on the next MTECC Board agenda for review and consideration by the MTECC Board.
6. Upon MTECC Board approval of items presented under item 4. above, the MTECC Executive Director may approve and execute amendments to professional services contracts and Work Orders under a Continuing Services Contract for additional scope and price up to ten percent of the original professional services contract or Work Order amount.
  7. The MTECC Contracting Officer shall update the Contract files and provide copies of the executed amendment to the Work Order to: MTECC Project Manager, MTECC Member Responsible Charge, and grant agencies (FDOT, Broward MPO, or others as required.)

**D. Project Work Order Close Out**

1. Upon the completion of all deliverables on the Project Work Order, the MTECC Project Manager shall coordinate Work Order Close Out with the MTECC Member. The deliverables shall have been reviewed and accepted as final by the MTECC Member Responsible Charge and also by FDOT for LAP projects.
  2. After acceptance of all deliverables, the MTECC Project Manager shall support the MTECC Member Responsible Charge in preparing a final invoice to the grant agency.
  3. After payment of all consultant firm expenses and reimbursements by the grant agency, MTECC Contracting Officer shall close out the Work Order. The MTECC Member Responsible Charge shall certify completion to FDOT on LAP projects, identify any unused funds on the grant and receive approval from FDOT prior to closing out of the MTECC Work Order.
- E. The MTECC Project Manager shall coordinate and support the MTECC Member Responsible Charge in the preparation of the Local Agency Program Performance Evaluation and submit to FDOT on LAP projects.



## Exhibit A - Definitions

### DEFINITIONS

- A. **CSC** means a “Continuing Services Contract.” A continuing services contract is a contract for any of the following:
- Professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;
  - Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or
  - Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.
  - For LAP projects the amount allocated to each Library member may not exceed \$1.5 million for the term of the contract.
- B. **FDOT** means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes. Responsible for the oversight and administration of LAP funded projects.
- C. **FDOT Local Agency Program (LAP)** means and refers to FDOT’s primary delivery mechanism for local agency projects. It allows towns, cities, and counties to develop, design, and construct transportation facilities using Federal-Aid funds.  
<https://www.fdot.gov/programmanagement/lp/lp>
- D. **FDOT LAP Agreement** refers to a legally binding Agreement between FDOT and a Local agency (MTECC Member) requiring funded projects be in compliance with all Federal and State program requirements agreed to therein for the planning, design, CEI, construction and/or completion of a project that has been awarded Federal-aid funds from FHWA.
- E. **FDOT LAP Project** refers to an approved local agency (MTECC Member) project that may be eligible to receive Federal Aid reimbursement under a LAP Agreement.
- F. **Federally Funded Project** refers to transportation related projects that are fully or partially funded with Federal Funds.
- G. **First Amended and Restated Interlocal Agreement for the Creation of the Metro Transportation Engineering and Construction Cooperative (MTECC)** refers to the instrument executed by the



Broward MPO and the cities of Hollywood, Plantation, Pompano Beach and subsequent MTECC Members for the creation of MTECC. The purpose of the Agreement is to consent and authorize the creation of MTECC, in order to facilitate the planning, design and construction of transportation related projects throughout Broward County. All subsequent MTECC members adopted and signed the ILA to become a member.

- H. **Fiscal Year** means and refers to the MTECC fiscal year commencing October 1<sup>st</sup> and concluding September 30<sup>th</sup>.
- I. **Library** means and refers to a grouping of multiple awarded contracts to consultants for professional services pursuant to an advertised solicitation.
- J. **Locally Funded Projects (LAP)** means and refers to any transportation related project that does not utilize federal funding and/or is not undertaken pursuant to a LAP Agreement. Projects funded exclusively by the local government.
- K. **Major Work Groups** means and refers to the work type professional services consultants will fall into based on the duties assigned by MTECC. Groups Include: MTECC Program Manager, MTECC Design Services Library (DES) and MTECC Construction Engineering and Inspection Services Library (CEI).
- L. **MTECC** means and refers to Metro Transportation Engineering and Construction Cooperative.
- M. **MTECC Board** means the governing board consisting of the initial membership of three Board Members, comprised of one eligible, voter-elected representative from each of the founding member cities of Hollywood, Plantation and Pompano Beach.
- N. **MTECC Consultants for Support Services** means and refers to contractors procured by MTECC for professional services as defined in Major Work Groups.
- O. **MTECC Contracting Officer** means the Chief Procurement Officer for MTECC.
- P. **MTECC Evaluation Committee** means the committee established by the MTECC Executive Director comprised of MTECC Members to evaluate proposals received under a formal RFP or RFQ procurement process. Evaluation meetings are advertised and are conducted as public meetings.
- Q. **MTECC Executive Director** means the chief executive officer of MTECC that is appointed by and responsible to the MTECC Board.
- R. **MTECC General Counsel** means the legal counsel to the MTECC Board and MTECC staff.
- S. **MTECC Members** means the Municipal Members that have entered into the First Amended and Restated Interlocal Agreement for the creation of MTECC.



- T. **MTECC Negotiations Team** means the individuals from the MTECC Members that are appointed by the MTECC Executive Director to lead negotiations with a consultant to determine a total compensation amount for a professional services contract or Work Order. The MTECC Member's Responsible Charge will be an appointee on the Negotiations Team for LAP RFWOP. The Responsible Charge will be the lead and will sign off on the efforts of the Negotiations Team.
- U. **MTECC Procurement** means and refers to the MTECC Chief Contracting Officer and the staff that the position manages for MTECC procurement activities.
- V. **MTECC Review Team** means a small team of independent reviewers comprised of MTECC Members, established by the MTECC Executive Director to review and rank the qualifications of firms submitting in response to individual RFWOP's issued under the continuing services contract. The Responsible Charge will review and sign off on the final ranking for LAP projects.
- W. **Professional Service Contract** means and refers to a contract awarded pursuant to a Request for Qualifications or Request for Proposals, in compliance with Chapter 287.055 Florida Statutes and the Federal Brooks Act.
- X. **Project Agreement** means the agreement between MTECC and the MTECC Member for the delivery of the Project for a LAP project. FDOT is not a party to the Project Agreement but a party to a LAP Agreement as defined above.
- Y. **RFQ** means a Request for Qualifications solicitation issued by MTECC for professional services, in compliance with Chapter 287.055 Florida Statutes and the Federal Brooks Act.
- Z. **RFP** means a Request for Proposals solicitation issued by MTECC for professional services, in compliance with Chapter 287.055 Florida Statutes and the Federal Brooks Act.
- AA. **RFWOP** means Request for Work Order Proposals, issued to a Library to determine the most qualified consultant to perform the scope of work for an individual Work Order under a multiple award continuing services contract.
- BB. **Response** means the submittal from a firm in response to a Request for Qualifications, Request for Proposals and Request for Work Order Proposals.
- CC. **Responsible Charge** means the MTECC Member's full-time employee who is the primary point of contact for the LAP Project. The Responsible Charge is expected to perform the duties identified in the FHWA Memorandum dated August 4, 2011 [Responsible Charge - Federal-aid Program Administration - Federal Highway Administration \(dot.gov\)](#). For non-LAP projects the Responsible Charge may be an MTECC employee or the MTECC Member as defined in the Tri-Party Agreement or in writing between the Tri-Party Agreement members.
- DD. **Work Order** means an agreement between MTECC and the consultant for a specific Federally Funded Project or Locally Funded Project under a continuing services contract. The Work Order will be issued for LAP projects only after the Responsible Charge has received approval from FDOT and the Responsible Charge provides authorization for MTECC to execute the Work Order.



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

2.

**Meeting Date:** 02/12/2026

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**REQUESTED ACTION:**

MOTION TO APPROVE: Approval of the Invoice and Payment Processing Procedure

**WHAT THIS ACTION ACCOMPLISHES:**

This provides the procedure that governs MTECC's invoice and payment processing for all invoices received by MTECC.

**SUMMARY EXPLANATION/BACKGROUND:**

MTECC staff worked on the Invoice and Payment Processing Procurement Procedure with the Florida Department of Transportation (FDOT) to include legal, rules, regulations and procedures for the implementation of federal grant funded projects from FDOT (federal highway funds), Federal Transit Administration and other federal funding programs. It should be noted prior to this our invoice and payment processing followed Florida Statutes for local governments in Chapter 218, and Chapter 255, Florida Statutes.

Summaries of items include the following:

- Outlines in detail the Invoice review and approval processing for all payments. This includes specific details on contracts and invoices related to contracts on MTECC supported projects for activities such as Program Manager and Design Engineering Services.
- Includes detail reference to the FDOT Local Agency Program (LAP) Manual and details in the procedure directly tied to the LAP Manual.
- Includes detail on the City Project Manager (Responsible Charge as defined in the LAP Manual) in the payment process on FDOT LAP projects.
- Includes detail on the overall procurement processes to ensure compliance with the LAP Manual.
- Includes relevant sections of Chapter 218 and 255, Florida Statutes on invoice and payment processing in the procedure.

The proposed Invoice and Payment Processing Procedure is attached.

**MTECC STAFF RECOMMENDATION(S):**

Recommend approval of the proposed Invoice and Payment Processing Procedure effective February 2026.

**ADDITIONAL INFORMATION/PREPARER:**

If you have any questions about this item, please contact Lowell Clary at (850) 212-7772 or [claryl@mteccfl.org](mailto:claryl@mteccfl.org)

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## **Attachments**

MTECC Invoice and Payment Process Procedure

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Approved: \_\_\_\_\_  
Executive Director

## Invoice and Payment Processing Procedure

### I. Purpose:

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

### II. Scope:

This procedure is for use by MTECC representatives to determine compliance with all criteria related to the review of invoices, processing of payment requests and reimbursements from MTECC Members.

### III. Authority:

MTECC was created pursuant to Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969,” that authorizes local government units to enter interlocal agreements for the mutual benefit of governmental units. The First Amended and Restated Interlocal Agreement (ILA) for the creation of MTECC was made, entered into and filed with the Clerk of Court for Broward County on January 17, 2023, by and between the Broward Metropolitan Planning Organization (BMPO); and the City of Hollywood, the City of Plantation, and the City of Pompano Beach, each a Florida municipality or local government unit of the State of Florida. All subsequent MTECC members adopted and signed the ILA to become a member.

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

### IV. Procedure:

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



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

- Approved Project Agreements – invoices within the Project Agreement and Approved Budget are approved by the Chair/Executive Director for payment. For FDOT LAP projects the invoice shall also be approved by the MTECC Member Responsible Charge prior to payment.
- Routine administrative items – examples insurance, bank services, printing, supplies, etc. – payments under \$15,000 within budget may be approved by Chair/Executive Director
- Items with no Board approved agreement over \$15,000 – brought to Board as Consent items (may be pulled for discussion if needed) – approved by Board. Upon Board approval payment will be made after Chair/Executive Director approval.
- The Executive Director shall ensure that Approved Budget is available prior to signing off on any payment from MTECC funds.

**B. Project Advance Account –**

- (1) In accordance with a Project Agreement or Tri-Party Agreement a MTECC Member shall advance funds in accordance with the Agreement at the time the Agreement directs for the Project.
- (2) The funds advanced by the MTECC Member shall be accounted for by individual Project Account and deposited into the MTECC bank account.
- (3) The Project Advance may be adjusted by MTECC in consultation with the MTECC Member if more funds are needed to ensure timely payment of Project invoices in accordance with Florida Statutory Requirements for Prompt Payment.
  - a. MTECC shall notify the MTECC Member verbally if more funds are required and follow up in writing in accordance with the Project Agreement or Tri-Party Agreement to document the need for the additional funds.
  - b. The MTECC Member shall promptly advance the additional funds needed in accordance with the Project Agreement or Tri-Party Agreement and MTECC shall add to the Project Account and deposit it into the MTECC bank account.
  - c. At Project Closeout, after all Project expenses have been paid and the Project approved by MTECC, MTECC Member, and the MTECC Member Responsible Charge, any remaining Project Advance amounts in the Project Account shall be reimbursed by MTECC to the MTECC Member in accordance with the Project Agreement or Tri-Party Agreement.
- (4) The MTECC Member is responsible for the reimbursement of any grant funds that are deemed ineligible by the grant agency under a LAP Agreement.



C. **Proper Invoice Approval** – MTECC Project Invoices shall be thoroughly reviewed prior to payment which shall include the following steps and include the requirements of state law are further discussed below and in accordance with any specific grant requirements. See process below by service type:

- (1) **Project Design Services** – the design services consultant shall submit timely invoices to the MTECC Project Manager in accordance with the Design Services Contract/Project Work Order Agreement and Budget.
  - a. The MTECC Project Manager will review the invoice to ensure the services are proper and have been delivered during the period of the invoice. The Project Manager will recommend payment on the MTECC Invoice Approval Form. This will be submitted to the MTECC Contracting Officer.
  - b. The MTECC Contracting Officer will review the invoice to ensure it is proper under the Design Services Contract/Project Work Order Agreement and Budget. The MTECC Contracting Officer will sign the MTECC Invoice Approval Form and submit it to the MTECC Executive Director and to the MTECC Member Responsible Charge on a FDOT LAP Project.
  - c. The MTECC Executive Director will review the invoice to ensure it is proper and approvals have been certified by all MTECC staff members and the MTECC Member Responsible Charge on FDOT LAP Project. Upon approval the MTECC Executive Director will submit to the MTECC Board Chair for final approval.
  - d. The MTECC Board Chair will review the MTECC Invoice Approval Form and overall invoice and if acceptable provide the final approval.
  - e. Upon approval and receipt of the completed MTECC Invoice Approval Form and Proper Invoice the MTECC Contracting Officer will initiate a payment request in the MTECC Electronic ACH Bank Payment System and submit a request to the MTECC Executive Director for review and approval (Note the Bank System requires an initiator and approver and will not make a payment without this two-step process).
  - f. The Executive Director will provide the final approval for the payment in the MTECC Electronic ACH Bank Payment System.
- (2) **Project Program Management Services** – The Project Program Management Services shall submit timely invoices to the MTECC Project Manager in accordance with the Project Management Contract/Project Work Order Agreement and Budget.
  - a. The MTECC Project Manager will review the invoice to ensure the services are proper and have been delivered during the period of the invoice. The Project Manager will recommend payment on the MTECC Invoice Approval Form. This will be submitted to the MTECC Contracting Officer.
  - b. The MTECC Contracting Officer will review the invoice to ensure it is proper under the Project Management Contract/Project Work Order Agreement and Budget. The MTECC Contracting Officer will sign the MTECC Invoice



Approval Form and submit it to the MTECC Executive Director and the MTECC Member Responsible Charge for FDOT LAP Projects.

- c. The MTECC Executive Director and MTECC Member Responsible Charge for FDOT LAP Projects will review the invoice to ensure it is proper and approvals have been certified by the MTECC Contracting Officer. Upon approval the MTECC Executive Director will submit to the MTECC Board Chair for final approval.
  - d. The MTECC Board Chair will review the MTECC Invoice Approval Form and overall invoice and if acceptable provide the final approval.
  - e. Upon approval and receipt of the completed MTECC Invoice Approval Form and Proper Invoice the MTECC Contracting Officer will initiate a payment request in the MTECC Electronic ACH Bank Payment System and submit a request to the MTECC Executive Director for review and approval.
  - f. The Executive Director will provide the final approval for the payment in the MTECC Electronic ACH Bank Payment System.
- (3) **Project CEI Services** – the CEI services consultant shall submit timely invoices to the MTECC Project Manager in accordance with the CEI Contract/Project Work Order Agreement and Budget.
- a. The MTECC Project Manager will review the invoice to ensure the services are proper and have been delivered during the period of the invoice. The Project Manager will recommend payment on the MTECC Invoice Approval Form. This will be submitted to the MTECC Contracting Officer.
  - b. The MTECC Contracting Officer will review the invoice to ensure it is proper under the CEI Contract/Project Work Order Agreement and Budget. The MTECC Contracting Officer will sign the MTECC Invoice Approval Form and submit it to the MTECC Executive Director and the MTECC Member Responsible Charge for FDOT LAP Projects.
  - c. The MTECC Executive Director and the MTECC Member Responsible Charge for FDOT LAP Projects will review the invoice to ensure it is proper and approvals have been certified by all MTECC staff members. Upon approval the MTECC Executive Director will submit to the MTECC Board Chair for final approval.
  - d. The MTECC Board Chair will review the MTECC Invoice Approval Form and overall invoice and if acceptable provide the final approval.
  - e. Upon approval and receipt of the completed MTECC Invoice Approval Form and Proper Invoice the MTECC Contracting Officer will initiate a payment request in the MTECC Electronic ACH Bank Payment System and submit a request to the MTECC Executive Director for review and approval.
  - f. The Executive Director will provide the final approval for the payment in the MTECC Electronic ACH Bank Payment System.



- (4) **Project Construction** – the Construction Contractor shall submit timely invoices (progress payments) to the MTECC CEI in accordance with the Construction Contract and Budget.
- a. The MTECC CEI shall certify the Project progress and verify against the Construction Contractor progress payment request. This shall be provided to the MTECC Project Manager.
  - b. The MTECC Project Manager will review the invoice to ensure the services are proper and have been delivered during the period of the invoice. The Project Manager will recommend payment on the MTECC Invoice Approval Form. This will be submitted to the MTECC Contracting Officer.
  - c. The MTECC Contracting Officer will review the invoice to ensure it is proper under the Construction Contract and Budget. The MTECC Contracting Officer will sign the MTECC Invoice Approval Form and submit it to the MTECC Executive Director and the MTECC Member Responsible Charge for FDOT LAP Projects.
  - d. The MTECC Executive Director and the MTECC Member Responsible Charge for FDOT LAP Projects will review the invoice to ensure it is proper and approvals have been certified by all MTECC staff members. Upon approval the MTECC Executive Director will submit to the MTECC Board Chair for final approval.
  - e. The MTECC Board Chair will review the MTECC Invoice Approval Form and overall invoice and if acceptable provide the final approval.
  - f. Upon approval and receipt of the completed MTECC Invoice Approval Form and Proper Invoice the MTECC Contracting Officer will initiate a payment request in the MTECC Electronic ACH Bank Payment System and submit a request to the MTECC Executive Director for review and approval.
  - g. The Executive Director will provide the final approval for the payment in the MTECC Electronic ACH Bank Payment System.
- (5) All payments will be process in accordance with the Florida Prompt Payment requirements as outlined in more detail below.

**D. Invoice Payment Process (from Project Advance Account) -**

- (1) The funds advanced by the MTECC Member will be used to pay for Project expenses in accordance with approved proper invoices as detailed in Section IV C.
- (2) A monthly official advance reconciliation will be maintained of Project advances that shows the amounts advanced, payments to Project vendors, reimbursements of prior paid expenses from the Project grant, and the balance of the Project Account.

**E. Reimbursement Process (from Project Advance Account) -**

- (1) On Tri-Party Agreements MTECC shall invoice the paid Project Expenses with appropriate back up to the Broward MPO or other appropriate grant agency in accordance with the grant requirements.



- a. Payment will be supported by the approved proper invoice, payment receipt and related information in accordance with the grant requirements in a format directed by the grant agency.
  - b. Reimbursements will be deposited into the Project Account and replenish the Project advance to be available to pay future approved proper invoices on the Project.
- (2) On Project Agreements for FDOT LAP Projects MTECC will invoice the MTECC Member and support the MTECC Member Responsible Charge to develop and finalize the invoice from the MTECC Member to FDOT with the backup to meet all the requirements of the LAP Manual.
- a. The Project Agreement reflecting the advanced funds and the official advance reconciliation for the Project that shows the advance (MTECC Member payment documentation), payments (MTECC payment documentation) to Project Vendors and reimbursements of prior Project payments (MTECC Member payment documentation) will be provided to the MTECC Member Responsible Charge to support the payment of Project expenses prior to the grant reimbursements
  - b. The MTECC Member will invoice FDOT for approved proper invoices paid and upon receipt of the payment from FDOT the MTECC Member will replenish the advance account from these grant reimbursements.

**F. Payments Other than Project Payments**

- (1) Contract Payments – Contract payment other than Project payments shall be made in accordance with the Contract and available MTECC budget and invoices shall be submitted to the MTECC Project Manager for processing as follows.
- a. The MTECC Project Manager will review the invoice to ensure it is proper under the Contract and Budget. The MTECC Project Manager will sign the MTECC Invoice Approval Form and submit it to the MTECC Contracting Officer.
  - b. The MTECC Contracting Officer will review the invoice to ensure it is proper under the Contract. The MTECC Contracting Officer will sign the MTECC Invoice Approval Form and submit it to the MTECC Executive Director. Upon approval the MTECC Contracting Officer will submit it to the MTECC Executive Director for approval.
  - c. The MTECC Executive Director will review the invoice to ensure it is proper and approvals have been certified by all MTECC staff members. Upon approval the MTECC Executive Director will submit to the MTECC Board Chair for final approval.
  - d. The MTECC Board Chair will review the MTECC Invoice Approval Form and overall invoice and if acceptable provide the final approval.
  - e. Upon approval and receipt of the completed MTECC Invoice Approval Form and Proper Invoice the MTECC Contracting Officer will initiate a payment



request in the MTECC Electronic ACH Bank Payment System and submit a request to the MTECC Executive Director for review and approval.

- f. The Executive Director will provide the final approval for the payment in the MTECC Electronic ACH Bank Payment System.

(2) Miscellaneous Payments. All payments without a contract shall have a purchase order to support prior approval of the payment. Any purchases over \$15,000 shall require prior Board approval prior to issuing the purchase order. The invoice shall be submitted to the MTECC Contracting Officer for further processing as follows:

- a. The MTECC Contracting Officer will review the invoice to ensure it is proper under the purchase order and budget. The MTECC Contracting Officer will sign the MTECC Invoice Approval Form and submit it to the MTECC Executive Director.
- b. The MTECC Executive Director will review the invoice to ensure it is proper and approvals are executed by MTECC staff members. Upon approval the MTECC Executive Director will submit to the MTECC Board Chair for final approval.
- c. The MTECC Board Chair will review the MTECC Invoice Approval Form and overall invoice and if acceptable provide the final approval.
- d. Upon approval and receipt of the completed MTECC Invoice Approval Form and Proper Invoice the MTECC Contracting Officer will initiate a payment request in the MTECC Electronic ACH Bank Payment System and submit a request to the MTECC Executive Director for review and approval.
- e. The Executive Director will provide the final approval for the payment in the MTECC Electronic ACH Bank Payment System.

## **G. Exhibits**

**Definitions – Page 8**

**Prompt Payment Law – Page 11**

## **H. Forms and Checklists – See [www.mteccfl.org](http://www.mteccfl.org) Forms for the latest version**

- (1) MTECC Invoice Routing and Payment Approval Form**
- (2) MTECC Project Advance Reconciliation**
- (3) MTECC Sample Project Invoice Form**



## Exhibit A - Definitions

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

(1) **”Advance”** means funds advanced from an MTECC member city in accordance with an established Project Agreement or Tri-Party Agreement for a Project.

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

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

(4) **”CSC”** means a “Continuing Services Contract.” A continuing services contract is a contract for any of the following:

(a) Professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website.

(b) Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or

(c) Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limit except that the contract must provide a termination clause.

(d) For LAP projects the amount allocated to each Library member may not exceed \$1.5 million for the term of the contract.

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

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



(7) **“FDOT”** means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes. Responsible for the oversight and administration of LAP funded projects.

(8) **“FDOT LAP Project”** refers to an approved local agency (MTECC Member) project that may be eligible to receive Federal Aid reimbursement under a LAP Agreement.

(9) **“First Amended and Restated Interlocal Agreement for the Creation of the Metro Transportation Engineering and Construction Cooperative (MTECC)”** refers to the instrument executed by the Broward MPO and the cities of Hollywood, Plantation, Pompano Beach and subsequent MTECC Members for the creation of MTECC. The purpose of the Agreement is to consent and authorize the creation of MTECC, to facilitate the planning, design and construction of transportation related projects throughout Broward County. All subsequent MTECC members adopted and signed the ILA to become a member.

(10) **“Locally Funded Projects (LAP)”** means and refers to any transportation related project that does not utilize federal funding and/or is not undertaken pursuant to a LAP Agreement. Projects funded exclusively by the local government.

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

(12) **“MTECC”** means and refers to Metro Transportation Engineering and Construction Cooperative.

(13) **“MTECC Board”** means the governing board consisting of the initial membership of three Board Members, comprised of one eligible, voter-elected representative from each of the founding member cities of Hollywood, Plantation and Pompano Beach.

(14) **“MTECC Contracting Officer”** means the Chief Procurement Officer for MTECC.

(15) **“MTECC Executive Director”** means the chief executive officer of MTECC that is appointed by and responsible to the MTECC Board.

(16) **“MTECC General Counsel”** means the legal counsel to the MTECC Board and MTECC staff.

(17) **“MTECC Members”** means the Municipal Members that have entered the First Amended and Restated Interlocal Agreement for the creation of MTECC.

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

(19) **“Payment request”** means a request for payment for consultant or construction services which conforms with all statutory requirements and all requirements specified by the



local governmental entity to which the payment request is submitted. Such requirements must be included in the contract for the project for which payment is requested.

(20) “**Professional Service Contract**” means and refers to a contract awarded pursuant to a Request for Qualifications or Request for Proposals, in compliance with Chapter 287.055 Florida Statutes and the Federal Brooks Act.

(21) “**Project Agreement**” means the agreement between MTECC and the MTECC Member for the delivery of the Project for a LAP project. FDOT is not a party to the Project Agreement but a party to a LAP Agreement as defined above.

(22) “**Project Advance Account**” means the accounting for project advances from MTECC Members in accordance with the Project Agreement or Tri-Party Agreement for each MTECC project.

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

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

(25) “**Responsible Charge**” means the MTECC Member’s full-time employee who is the primary point of contact for the LAP Project. The Responsible Charge is expected to perform the duties identified in the FHWA Memorandum dated August 4, 2011 [Responsible Charge - Federal-aid Program Administration - Federal Highway Administration \(dot.gov\)](#). For non-LAP projects the Responsible Charge may be an MTECC employee or the MTECC Member as defined in the Tri-Party Agreement or in writing between the Tri-Party Agreement members.

(26) “**Tri-Party Agreement**” means an agreement between the MTECC, MTECC Member and the agency providing the grant.

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

(28) “**Work Order**” means an agreement between MTECC and the consultant for a specific Federally Funded Project or Locally Funded Project under a continuing services contract. The Work Order will be issued for LAP projects only after the Responsible Charge has received approval from FDOT and the Responsible Charge provides authorization for MTECC to execute the Work Order.



**Exhibit – Relevant Prompt Payment  
Statutes:**

**2025 Version – This should be reviewed to note changes in prior legislative sessions.**

**218.71 Purpose and policy.—**

- (1) The purpose of this part is:
  - (a) To provide for prompt payments by local governmental entities and their institutions and agencies.
  - (b) To provide for interest payments on late payments made by local governmental entities and their institutions and agencies.
  - (c) To provide for a dispute resolution process for payment of obligations.
- (2) It is the policy of this state that payment for all purchases by local governmental entities be made in a timely manner.

History.—s. 4, ch. 89-297.

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

- (1) The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
- (2) If a proper invoice is not received by the local governmental entity, the date:
  - (a) On which delivery of personal property is accepted by the local governmental entity;
  - (b) On which services are completed;
  - (c) On which the rental period begins; or
  - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods;whichever date is latest.

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

**218.735 Timely payment for purchases of construction services.—**

- (1) The due date for payment for the purchase of construction services by a local governmental entity is determined as follows:
  - (a) If an agent must approve the payment request or invoice before the payment request or invoice is submitted to the local governmental entity, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. [218.74](#) (1). The contractor may send the local government an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or



invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

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

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

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

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

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

(b) If the local governmental entity is required by ordinance, charter, or other law to approve or reject the corrected payment request or invoice, the first business day after the next regularly scheduled meeting of the local governmental entity held after the corrected payment request or invoice is stamped as received as provided in s. [218.74\(1\)](#).

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

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

(6) If a contractor receives payment from a local governmental entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor must remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. If a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors and suppliers within 7 days after the



subcontractor's receipt of payment. This subsection does not prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this section.

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

(a) The contract must specify the process for developing the list and for determining the cost to complete each item on the list, and should include the responsibilities of the local governmental entity and the contractor in developing and reviewing the list and a reasonable time for developing the list:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or
2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, or, if extended by contract, up to 45 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

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

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

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

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



(e) Within 20 business days after the list is created, the local governmental entity must pay the contractor the remaining contract balance that includes all retainage previously withheld by the local governmental entity less an amount equal to 150 percent of the estimated cost to complete the items on the list.

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

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

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

(i) Retainage may not be held by a local governmental entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a local governmental entity or a contractor for a project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the local governmental entity's or contractor's insurance provider.

(j) If a local governmental entity fails to comply with its responsibilities to develop the list required under paragraph (a) or paragraph (b) within the time limitations provided in paragraph (a), the contractor may submit a payment request to the local governmental entity for the remaining balance of the contract, including all remaining retainage withheld by the local governmental entity. The local governmental entity must pay the contractor within 20 business days after receipt of a proper invoice or payment request. If the local governmental entity has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the local governmental entity must pay the contractor the remaining balance of the contract, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list.

(8)

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

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



the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor must timely remit payment of such retainage to those subcontractors and suppliers.

(c) This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to the contract or the subject of a claim brought pursuant to s. [255.05](#).

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

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

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

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

History.—s. 3, ch. 95-331; s. 3, ch. 2001-169; s. 3, ch. 2005-230; s. 2, ch. 2010-111; s. 1, ch. 2020-173; s. 1, ch. 2021-124; s. 1, ch. 2023-134.

#### **218.74 Procedures for calculation of payment due dates.—**

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

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

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

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

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



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

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

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

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

(2)

(a) If a dispute arises between a vendor and a local governmental entity concerning payment of a payment request or an invoice, the dispute must be finally determined by the local governmental entity pursuant to a dispute resolution procedure established by the local governmental entity. Such procedure must provide that proceedings to resolve the dispute commence within 30 days after the date the payment request or proper invoice was received by the local governmental entity and conclude by final decision of the local governmental entity within 45 days after the date the payment request or proper invoice was received by the local governmental entity. Such procedures are not subject to chapter 120 and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, interest charges begin to accrue 15 days after the local governmental entity's final decision. If the dispute is resolved in favor of the vendor, interest begins to accrue as of the original date the payment became due.

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

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

**History.**—s. 4, ch. 89-297; s. 6, ch. 2001-169; s. 34, ch. 2002-1; s. 3, ch. 2010-111; s. 8, ch. 2021-124; s. 2, ch. 2023-134.

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

**History.**—s. 4, ch. 89-297.



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

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

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

History.—s. 4, ch. 89-297

**218.80 Public Bid Disclosure Act.**—

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

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

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

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



History.—s. 1, ch. 93-76; s. 1, ch. 2020-154.

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

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

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

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

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

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

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

(c) The amount of the contract price.

(d) The amount, if any, paid pursuant to the contract.

(e) The amount that remains unpaid pursuant to the contract and the amount thereof that is undisputed.

(f) That the undisputed amount has remained due and payable pursuant to the contract for more than 30 days after the date the labor or services were accepted or the materials were received.

(g) That the person against whom the complaint was filed has received payment on account of the labor, services, or materials described in the complaint and, as of the date the complaint was filed, has failed to make payment within the time limitations set forth in s. [255.073\(3\)](#).

(4) After service of the complaint, the court shall conduct an evidentiary hearing on the complaint, upon not less than 15 days' written notice. The person providing labor, services, or



materials is entitled to the following remedies to the extent of the undisputed amount due for labor or services performed or materials supplied, and upon proof of each allegation in the complaint:

- (a) An accounting of the use of any such payment from the person who received such payment.
  - (b) A temporary injunction against the person who received the payment, subject to the bond requirements specified in the Florida Rules of Civil Procedure.
  - (c) Prejudgment attachment against the person who received the payment, in accordance with each of the requirements of chapter 76.
  - (d) Such other legal or equitable remedies as may be appropriate in accordance with the requirements of the law.
- (5) The remedies specified in subsection (4) must be granted without regard to any other remedy at law and without regard to whether or not irreparable damage has occurred or will occur.
- (6) The remedies specified in subsection (4) do not apply:
- (a) To the extent of a bona fide dispute regarding any portion of the contract price.
  - (b) In the event the plaintiff has committed a material breach of the contract which would relieve the defendant from the obligations under the contract.
- (7) The prevailing party in any proceeding under this section is entitled to recover costs, including a reasonable attorney's fee, at trial and on appeal.
- (8) The provisions of this section shall also apply to any contract between a subcontractor and a sub-subcontractor or supplier and any contract between a sub-subcontractor and supplier on any project for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work.

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

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

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

History.—s. 6, ch. 2005-230.



**255.073 Timely payment for purchases of construction services.—**

- (1) Except as otherwise provided in ss. [255.072-255.078](#), s. [215.422](#) governs the timely payment for construction services by a public entity.
- (2) If a public entity disputes a portion of a payment request, the undisputed portion must be paid by the date required under the contract or by 20 business days after receipt of the request, whichever is earlier.
- (3) When a contractor receives payment from a public entity for labor, services, or materials furnished by subcontractors and suppliers hired by the contractor, the contractor shall remit payment due to those subcontractors and suppliers within 10 days after the contractor's receipt of payment. When a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment. This subsection does not prohibit a contractor or subcontractor from disputing, pursuant to the terms of the relevant contract, all or any portion of a payment alleged to be due to another party if the contractor or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The contractor or subcontractor must pay all undisputed amounts due within the time limits imposed by this subsection.
- (4) All payments due for the purchase of construction services and not made within the applicable time limits shall bear interest at the rate of 2 percent per month.

History.—s. 7, ch. 2005-230; s. 3, ch. 2021-124; s. 3, ch. 2023-134.

**255.074 Procedures for calculation of payment due dates.—**

- (1) Each public entity shall establish procedures whereby each payment request received by the public entity is marked as received on the date on which it is delivered to an agent or employee of the public entity or of a facility or office of the public entity.
- (2) If the terms under which a purchase is made allow for partial deliveries and a payment request is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request.
- (3) A public entity must submit a payment request to the Chief Financial Officer for payment no later than 14 days after receipt of the payment request.

History.—s. 8, ch. 2005-230; s. 4, ch. 2023-134.

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

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



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

History.—s. 10, ch. 2005-230.

**255.077 Project closeout and payment of retainage.**—

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

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

(b) For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 45 calendar days, after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

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

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

(4) Within 20 business days after developing the list, and after receipt of a proper invoice or payment request, the public entity must pay the contractor the remaining balance of the contract,



including any remaining retainage withheld by the public entity pursuant to s. [255.078](#), less an amount equal to 150 percent of the estimated cost to complete the items on the list.

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

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

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

(8) Retainage may not be held by a public entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a public entity or a contractor for a project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the public entity's or contractor's insurance provider.

(9) If a public entity fails to comply with its responsibilities to develop the list required under subsection (1) or subsection (2), as defined in the contract, within the time limitations provided in subsection (1), the contractor may submit a payment request for all remaining retainage withheld by the public entity pursuant to s. [255.078](#) and the public entity must pay the contractor all remaining retainage previously withheld within 20 days after receipt of the payment request. The public entity is not required to pay or process any payment request for retainage if the contractor has failed to cooperate with the public entity in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if s. [255.078](#)(3) applies.

History.—s. 11, ch. 2005-230; s. 3, ch. 2020-173; s. 5, ch. 2023-134.

**255.078 Public construction retainage.—**

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

(2) This section and s. [255.077](#) do not prohibit a public entity from withholding retainage at a rate less than 5 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the public entity which is attributable to the labor, services, or materials



supplied by the contractor or by one or more subcontractors or suppliers. If a public entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor must timely remit payment of such retainage to those subcontractors and suppliers.

(3) This section and s. [255.077](#) do not require the public entity to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to the contract or the subject of a claim brought pursuant to s. [255.05](#).

(4) The same time limits for payment of a payment request apply regardless of whether the payment request is for, or includes, retainage.

(5) Subsection (1) does not apply to construction services purchased by a public entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Florida Prompt Payment Act.

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

History.—s. 12, ch. 2005-230; s. 4, ch. 2020-173; s. 6, ch. 2023-134.

<sup>1</sup>Note.—Section 5(2), ch. 2020-173, provides that “[t]he amendments made to ss. 255.05 and 255.078, Florida Statutes, by this act do not apply to contracts executed under chapter 337, Florida Statutes.”



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

**1.**

**Meeting Date:** 02/12/2026

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**SUMMARY:**

MTECC Project Status Update

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**Attachments**

Project Status Update

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## MTECC PROJECT STATUS REPORT- FEBRUARY 2026

### LYONS ROAD PEDESTRIAN SAFETY PROJECT (B23-CP-FL0383), City of Coconut Creek

- **Project Summary:** Pedestrian Lighting along west side of Lyons Road, Atlantic Blvd. to Sawgrass Expressway
- **Design Schedule:** Final sealed plans received November 2025.
- **Key Activities since September 2025:**
  - Design plans finalized.
  - Broward County permitting review completed.
  - Pole/Luminaire contract drafted, advertised, and executed in December 2025. Poles/luminaires ordered on January 15, 2026 with 14-week delivery expected.
  - CEI procurement process- advertise, review submittals, rank, and selection in January 2026.
  - Initial drafting of Construction procurement package in early 2026. City meeting in January 2026 discussed current/expected project funding in place to proceed.
- **Upcoming Major Milestone:** CEI contract negotiation & construction advertisement in February 2026.
- **Project Critical Path:** Construction advertisement by end of February to start construction in April 2026.
- **Anticipated Construction Start:** April 2026
- **Anticipated Project Completion:** Twelve months after Construction Contract or approximately March 2027.
- **Project Grant Budget:** \$3,510,000

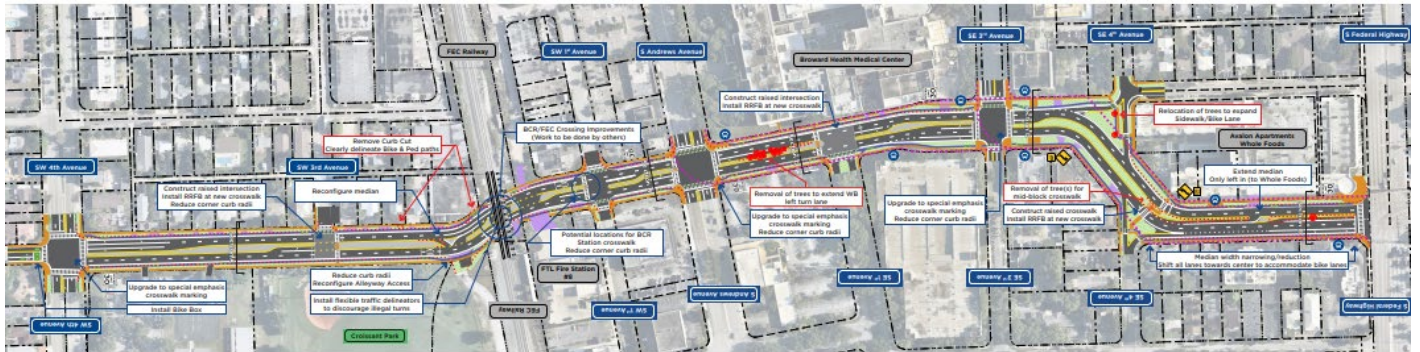


### PEMBROKE MOBILITY HUB (#4334293), City of Pembroke Pines

- **Project Summary:** Mobility Hub improvements within Pembroke Pines City Center to include transit bus stops, new shared use path, new bike lanes, path lighting, and crosswalks.
- **Design Schedule:** Began 4/18/25, 60% plans submitted 1/30/26, final plans due 4/29/2026
- **Key Activities since September 2025:**
  - Public meeting on 11/5/2025 with no major comments.
  - Pre-Final (60% Plans) submitted to 4 permitting agencies in early February with 30 day review period.
  - MTECC reviewed grant funding with estimated construction estimate.
- **Upcoming Major Milestone:** Final permit approvals and Final plans- April 2026.
- **Project Critical Path:** Permitting comments from 4 agencies.
- **Anticipated Construction Start:** July 2026
- **Anticipated Project Completion:** December 2017
- **Project Grant Budget:** \$2,608,752



## SE 17<sup>th</sup> STREET MOBILITY HUB, City of Fort Lauderdale



- **Project Summary:** 1-mile of complete streets improvements on SE 17<sup>th</sup> Street, from SE 9<sup>th</sup> Avenue to US1/Federal Highway to support pedestrian and bike connectivity with existing transit services.
- **Design Schedule:** Began 9/2025, 30% Plans 3/31/26, 60% Plans 6/15/2026, and final plans 10/30/2026
- **Key Activities since September 2025:**
  - Design started in September 2025.
  - Survey completed in early December 2025.
  - Railroad coordination with Brightline for gate upgrades on-going.
  - Public involvement plan being finalized to include 2 public meetings and 3 commission updates. Consultant has all data collection needed to proceed on schedule.
  - City working with County to discuss opportunity for mast arm signalization upgrades for all three main intersections from old span wire signals.
- **Upcoming Major Milestone:** 30% submittal, 3/31/2026
- **Project Critical Path:** FEC Railroad Design review/FRC updated design in early 2026
- **Anticipated Construction Start:** Spring 2027
- **Anticipated Project Completion:** Spring 2029
- **Project Grant Budget:** \$6,804,000

## PEMBROKE ROAD, DOUGLAS ROAD to SR-817/UNIVERSITY DRIVE, City of Pembroke Pines & City of Miramar – FDOT LAP Project

- **MTECC** – unofficial request for MTECC support during construction phase, project is in fiscal year 2027-28.
- **Project Summary:** 1-mile of widening and reconstruction
- **Upcoming Major Milestone:** Design completed by FDOT. ROW Acquisition on-going by FDOT.
- **Project Critical Path:** ROW acquisition
- **Anticipated Construction Start:** Summer 2027
- **Anticipated Project Completion:** Summer 2029
- **Project Funding:** \$14.3 million



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

**2.**

**Meeting Date:** 02/12/2026

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**SUMMARY:**

Executive Director's Reports

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**Attachments**

September 2025

October 2025

November 2025

December 2025

January 2026

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## MTECC Executive Director Activities

### September 2025

#### Board Activities:

- Finalize Preparation of items for September 4, 2025, Board Meeting.
- Participate in September 4, 2025, Board Meeting.

#### Administrative Activities:

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (September 2, 16, and 30) to schedule and follow up on key MTECC activities.
- Further follow up with the MTECC members that have not yet paid the annual fee: Fort Lauderdale paid their fee in September.
- Finance and Accounting Services:
  - Routine update for MTECC transactions.
  - Meeting with CPA Team and MTECC Team to clarify and update project expense transactions in the correct budget categories. Requested and established a new report to track City Advances for each Project.
  - Participated in Bill.com training. Planned implementation October 15, 2025. This will change the process for Project Manager, Executive Director and Board Chair approvals of invoices and payments to streamline this for more efficient and timely payment of invoices.
  - Reviewed and recommended approval of invoices submitted for payments during the month of September.
  - Received grant reimbursement 1 for Coconut Creek Lyons Road Project. Preparing grant reimbursement invoice 1 for Pembroke Pines Mobility Hub project and invoice 2 for Coconut Creek Lyons Road project in September and early October.

#### MTECC Board Members

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##### Councilmember

Tim Fadgen, Vice Chair  
Plantation, FL

##### Mayor

Rex Hardin  
Pompano Beach, FL

##### Commissioner

Caryl S. Shuham, Chair  
Hollywood, FL

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##### General Counsel

Matthew J. Pearl

##### Executive Director

Lowell Clary



## Page 2 of 3

- Program Management Services:
  - Coordination of activities with Program Management Consultant (PMC) during September.
  - Reviewed and finalized WSP update for the work order amendment for City of Fort Lauderdale SE 17<sup>th</sup> Street Mobility Hub. Finalized on October 1.
  
- Design Engineering Services (DES) LAP Library:
  - Submitted a comprehensive package in early August. Followed up with FDOT multiple times for their comments. A meeting is scheduled with FDOT staff to discuss on October 3, 2025. The goal is to bring this to the MTECC Board on October 30, 2025, provided the input is received timely.
    - Matrix of LAP Project Roles and Responsibilities for FDOT, cities and support that be provided by MTECC for MTECC Members.
    - Professional Services Procurement Procedure
    - Invoice and Payment Processing Procedure.
    - Draft Request for Qualifications for Design Services Library for LAP projects and other federal funded projects
    - Draft Request for Qualifications for CEI Services Library for LAP projects and other federal funded projects
    - LAP checklist completed for procurement of professional services
  - FDOT agreed to raise the cap for the library of services from \$1.5M to \$5M. This will take an internal policy change.

### Project Activities (official request for MTECC services):

- **Pembroke Pines – FDOT LAP Project 449690-1 (design FY 24-25)**
  - PMC active under Task Order for this project up to \$25,000.
  - PMC provided City an independent cost estimate for the design services (at the request of the City). After all costs paid to the MTECC Program Manager an invoice will be submitted to the City in October.

### MTECC Board Members

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**  
Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary

**Page 3 of 3**

- **Pembroke Pines – FTA/MPO Project 4334292 - Design Stage:**
  - PMC providing project management/design reviews.
  - CTS engineering under Work Order to deliver design services.
  - Participated in monthly status project update meetings during the month.
  - City Workshop in November on Concept plans at 40% to 50% for project sign off for moving to final design.
  - Reviewed PMC and CTS invoices for payment.
- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant – Design Stage**
  - MTECC PM providing project management/design reviews.
  - Design at 100% by end of September and now under review by City, MTECC and County for comments and final design by end of November.
  - Participated in project monthly status update meeting during the month.
  - Partnering with PMC, Legal Counsel and MTECC Contracting Officer to develop procurement of light poles and fixtures and stockpile ahead of construction. Anticipate procurement starting in October.
  - Review and payment of PMC and Marlin invoices during the month.
- **City of Fort Lauderdale 17<sup>th</sup> Street HUB Project – Design Stage**
  - MTECC PMC Work Order amended to provide project management and design reviews.
  - CHA Consulting Kickoff meeting being held in early September. Survey is moving forward on the project site.
  - Routine project meetings scheduled starting in early October.

**MTECC Board Members**

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**Councilmember****Tim Fadgen, Vice Chair**  
Plantation, FL**Mayor****Rex Hardin**  
Pompano Beach, FL**Commissioner****Caryl S. Shuham, Chair**  
Hollywood, FL**General Counsel****Matthew J. Pearl****Executive Director****Lowell Clary**



## MTECC Executive Director Activities

### October 2025

**Board Activities:**

- No Board meeting or activities.

**Administrative Activities:**

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (October 14 and 28) to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
  - Routine update for MTECC transactions.
  - Review of reports and provided updates to CPA team.
  - Bill.com planned implementation delayed due to bank coordination that will occur in early November to ensure transaction process for payment in Wells Fargo. This will change the process for Project Manager, Executive Director and Board Chair approvals of invoices and payments to streamline this for more efficient and timely payment of invoices.
  - Reviewed and recommended approval of invoices submitted for payments during the month of October. Number of invoices is increasing for project activities.
  - Prepared Grant reimbursement invoice 1 for Pembroke Pines Mobility Hub project and invoice 2 for Coconut Creek Lyons Road project in October. Coconut Creek invoice 2 submitted for reimbursement. Pembroke Pines invoice 1 still in coordination with Broward MPO staff due to two FTA grant numbers.
- Program Management Services:
  - Coordination of activities with Program Management Consultant (PMC) during October.

**MTECC Board Members**

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**Councilmember**

Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**

Rex Hardin  
Pompano Beach, FL

**Commissioner**

Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**

Matthew J. Pearl

**Executive Director**

Lowell Clary



**Page 2 of 3**

- Design Engineering Services (DES) LAP Library:
  - Submitted a comprehensive package in early August. Followed up with FDOT multiple times for their comments. Held a meeting with FDOT staff on October 3, 2025. FDOT reviews are not complete. Discussed this further with FDOT District Secretary Braun on October 29, 2025.
    - Matrix of LAP Project Roles and Responsibilities for FDOT, cities and support that be provided by MTECC for MTECC Members.
    - Professional Services Procurement Procedure
    - Invoice and Payment Processing Procedure.
    - Draft Request for Qualifications for Design Services Library for LAP projects and other federal funded projects
    - Draft Request for Qualifications for CEI Services Library for LAP projects and other federal funded projects
    - LAP checklist completed for procurement of professional services
  - FDOT agreed to raise the cap for the library of services from \$1.5M to \$5M. This will take an internal policy change.

**Project Activities (official request for MTECC services):**

- **Pembroke Pines – FDOT LAP Project 449690-1 (design FY 24-25)**
  - PMC active under Task Order for this project up to \$25,000.
  - Closed out in October and invoice prepared and will be submitted in early November for reimbursement from Pembroke Pines.

**MTECC Board Members**

**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

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Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary

**Page 3 of 3**

- **Pembroke Pines – FTA/MPO Project 4334292 - Design Stage:**
  - PMC providing project management/design reviews.
  - CTS engineering under Work Order delivered 30/50% design plans in October.
  - Participated in monthly status project meetings.
  - Reviewed proposed November handouts/presentation on Concept plans at 40% to 50% for project sign off for moving to final design. Public Hearing November 5 at Pembroke Pines City Hall and virtually.
  - Reviewed PMC and CTS invoices for payment.
- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant – Design Stage**
  - MTECC PM providing project management/design reviews.
  - Design at 100% and in review by City/MTECC/County in October. Design plans complete by end of November.
  - Participated in project monthly status meetings.
  - Meetings in October to discuss, plan and develop procurement for the following activities:
    - Procurement of light poles and fixtures and stockpile ahead of construction.
    - Construction involving installation of light poles/fixtures and related activities.
    - Construction Engineering and Inspection for oversight of construction.
  - Review and payment of PMC and Marlin invoices.
- **City of Fort Lauderdale 17<sup>th</sup> Street HUB Project – Design Stage**
  - MTECC PMC providing project management/design reviews.
  - CHA Consulting design underway – surveys first major activities.
  - Participated in project status meetings.
  - Meetings with Broward County on partnering on new signal systems for three key intersections on City/County roads.
  - Review and payment of PMC invoices. Working on format for first CHA invoice.

**MTECC Board Members**

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**Councilmember****Tim Fadgen, Vice Chair**  
Plantation, FL**Mayor****Rex Hardin**  
Pompano Beach, FL**Commissioner****Caryl S. Shuham, Chair**  
Hollywood, FL**General Counsel****Matthew J. Pearl****Executive Director****Lowell Clary**



## MTECC Executive Director Activities

### November 2025

#### Board Activities:

- No Board meeting.
- Meeting with Board Chair, Board Attorney and Contracting Officer to discuss MTECC termination letter from City of Hallandale Beach.

#### Administrative Activities:

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (November 25) to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
  - Input on year-end transactions for fiscal year ended September 30, 2025.
  - Review of reports and provided updates to CPA team.
  - Bill.com planned implementation delayed for updates to Wells Fargo and accounting system for contract payments.
  - Reviewed and recommended approval of invoices submitted for payments during the month of November. Number of invoices is increasing for project activities.
  - Prepared and submitted grant reimbursement invoice 1 and 2 for Pembroke Pines Mobility Hub project and submitted grant reimbursement invoice 2 for Coconut Creek Lyons Road project in November.
  - Discussion with MPO staff on grant reimbursement invoice formats, notes and information for faster review and approval of future MTECC invoices to the MPO.
- Program Management Services:
  - Coordination of activities with Program Management Consultant (PMC) during November.
  - Meeting with FDOT-Broward County-MPO-City of Pembroke Pines-City of Miramar and MTECC to discuss LAP project that crosses City boundaries. FDOT is doing design-ROW processes. Team agreed MTECC and Pembroke Pines to implement construction and CEI in fiscal year 2027-28.

#### MTECC Board Members

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##### Councilmember

Tim Fadgen, Vice Chair  
Plantation, FL

##### Mayor

Rex Hardin  
Pompano Beach, FL

##### Commissioner

Caryl S. Shuham, Chair  
Hollywood, FL

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##### General Counsel

Matthew J. Pearl

##### Executive Director

Lowell Clary



**Page 2 of 3**

- Design Engineering Services (DES) LAP Library:
  - Submitted a comprehensive package in early August. Followed up with FDOT multiple times for their comments. Despite routine follow up with FDOT the process is lagging.
    - Matrix of LAP Project Roles and Responsibilities for FDOT, cities and support that be provided by MTECC for MTECC Members.
    - Professional Services Procurement Procedure
    - Invoice and Payment Processing Procedure.
    - Draft Request for Qualifications for Design Services Library for LAP projects and other federal funded projects
    - Draft Request for Qualifications for CEI Services Library for LAP projects and other federal funded projects
    - LAP checklist completed for procurement of professional services
  - FDOT agreed to raise the cap for the library of services from \$1.5M to \$5M. This will take an internal policy change at FDOT.

**Project Activities (official request for MTECC services): Page 3 of 3**

- **Pembroke Pines – FTA/MPO Project 4334292 - Design Stage:**
  - PMC providing project management/design reviews.
  - CTS engineering under Work Order delivered 30% plans and these were under review by Program Manager in November. 60% plans submittal for January.
  - Participated in monthly status project meetings.
  - Participated in the public meeting for the project on November 5. Technical difficulties with the City sound system so worked with Program Manager and City to send out follow up materials to those that signed up for the virtual meeting.
  - Reviewed PMC and CTS invoices for payment.

**MTECC Board Members**

**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

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Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant – Design Stage**
  - MTECC PM providing project management/design reviews.
  - Design plans complete in November.
  - Participated in project monthly status meetings.
  - Meetings in November to finalize and proceed with procurement for the following activities:
    - Procurement of light poles and fixtures and stockpile ahead of construction. Reviewed final materials and Contracting Officer submitted Sole Source advertisement (for certified representative in the area to provide no less than three quotes from vendors that supply the pole and fixture.) Quotes due on December 9.
    - Construction involving installation of light poles/fixtures and related activities. Program Manager developing bid documents with Design Team. Contracting Officer and Board Attorney working on contracts and procurement documents. Provided oversight during the period.
    - Construction Engineering and Inspection for oversight of construction. Reviewed and finalized the procurement documents in coordination with Contracting Officer and Program Manager. RFQ issued in November and proposed due December 18.
  - Review and payment of PMC and Marlin invoices.
- **City of Fort Lauderdale 17<sup>th</sup> Street HUB Project – Design Stage**
  - MTECC PMC providing project management/design reviews.
  - CHA Consulting design underway – surveys mostly done by end of November (completed in early December.)
  - Preparation of public involvement materials for review by Program Manager.
  - Participated in project status meetings.
  - Review and payment of PMC invoices. Finalized format for first CHA invoice to be submitted.

## MTECC Board Members

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**  
Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



## MTECC Executive Director Activities

### December 2025

**Board Activities:**

- No Board meeting.

**Administrative Activities:**

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (December 9 and 23) to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
  - Input on year-end transactions for fiscal year ended September 30, 2025.
  - Review of first draft of MTECC financial statements for fiscal year ended September 30, 2025. Recommended updates to items for next draft of MTECC financial statements.
  - Review of reports and provided updates to CPA team.
  - Bill.com planned implementation delayed for updates to Wells Fargo and accounting system for contract payments. Anticipate moving forward in January.
  - Reviewed and recommended approval of invoices submitted for payments during the month of December.
  - Updated grant reimbursement invoice 2 for Pembroke Pines Mobility Hub project into invoice 2A (close out older grant number) and 2B. Updates to Coconut Creek Lyons Road Project invoice 2. Approved by MPO for payment to MTECC in December.
- Program Management Services:
  - Coordination of activities with Program Management Consultant (PMC) during December.
  - Authorized PMC to coordinate with FDOT and City of Pembroke Pines on possible new project for MTECC support.
  - Meeting with PMC and MPO staff to discuss upcoming LAP and State Earmark projects that might be options for MTECC support. Following up with Cities on near term projects.

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**MTECC Board Members****Councilmember**

Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**

Rex Hardin  
Pompano Beach, FL

**Commissioner**

Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**

Matthew J. Pearl

**Executive Director**

Lowell Clary



## Page 2 of 4

- Design Engineering Services (DES) LAP Library:
  - Submitted a comprehensive package in early August. Followed up with FDOT multiple times for their comments. Despite routine follow up with FDOT the process is lagging.
    - Matrix of LAP Project Roles and Responsibilities for FDOT, cities and support that be provided by MTECC for MTECC Members.
    - Professional Services Procurement Procedure
    - Invoice and Payment Processing Procedure.
    - Draft Request for Qualifications for Design Services Library for LAP projects and other federal funded projects
    - Draft Request for Qualifications for CEI Services Library for LAP projects and other federal funded projects
    - LAP checklist completed for procurement of professional services
  - FDOT agreed to raise the cap for the library of services from \$1.5M to \$5M. This will take an internal policy change at FDOT.
  - Discussion with FDOT District 4 Director and staff in December. FDOT noted MTECC could move forward with adoption of procedures for procurement of professional services, invoicing, and related items provided MTECC felt these meet the LAP requirements. Further, that FDOT will review procurement documents when projects are moving forward in coordination with a City.

### Project Activities (official request for MTECC services):

- **Pembroke Pines – FTA/MPO Project 4334292 - Design Stage:**
  - PMC providing project management/design reviews.
  - CTS engineering under Work Order delivered 30% plans and these were under review by Program Manager in November. 60% plans submittal for January.
  - Approved optional services amendment recommended by DES/PMC/City – within approved budget amount.
  - Participated in monthly status project meetings.

### MTECC Board Members

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

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Pompano Beach, FL

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Hollywood, FL

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Matthew J. Pearl

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Lowell Clary



**Page 3 of 4**

- Reviewed PMC and CTS invoices for payment.
- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant – Design Stage**
  - MTECC PM providing project management/design reviews.
  - Design plans complete in November.
  - Participated in project monthly status meetings.
  - Meetings in December on the following activities:
    - Procurement of light poles and fixtures and stockpile ahead of construction. Quotes received on December 9. Reviewed by technical team and recommended for approval that was signed off on by the Executive Director. Partnered with MTECC team and City on finalizing the contract and exhibits that were finalized December 29, 2025, and signed by Executive Director. Notice to proceed for purchase of the Light Poles was sent on January 5, 2026.
    - Construction involving installation of light poles/fixtures and related activities. Meeting to finalize the assignments and due dates. To be submitted by January 6, 2026 includes:
      - General Terms and Conditions – legal
      - Special Terms and Conditions – PMC Team.
      - Instruction for Bidders – Contracting Team
      - Design Plans and Specifications – PMC Team (complete)
      - Team will meet to finalize draft to submit to City for review by second week of January.
    - Construction Engineering and Inspection for oversight of construction. Reviewed and finalized the procurement documents in coordination with Contracting Officer and Program Manager. RFQ issued in November and proposal were received (4) on December 18. Preliminary review of the proposals and signed Confidentiality and Conflict of Interest form for next stage (ranking and negotiations in January 2026.

**MTECC Board Members**

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

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Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



**Page 4 of 4**

- Review and payment of PMC and Marlin invoices.
  
- **City of Fort Lauderdale 17<sup>th</sup> Street HUB Project – Design Stage**
  - MTECC PMC providing project management/design reviews.
  - CHA Consulting design underway – surveys completed in early December.
  - Preparation of public involvement materials for review by Program Manager.
  - Discussion of proposed optional services for foundation analysis.
  - Participated in project status meetings.
  - Review and payment of PMC invoices.

**MTECC Board Members**

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**  
Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



## MTECC Executive Director Activities

### January 2026

**Board Activities:**

- No Board meeting.

**Administrative Activities:**

- MTECC Staff Meetings – routine MTECC staff meetings are held virtually (January 6 and 20) to schedule and follow up on key MTECC activities.
- Finance and Accounting Services:
  - Input on year-end transactions for fiscal year ended September 30, 2025. Meeting with finance and accounting staff to update project receivables, revenues, and city advance accounts to finalize year end accounting.
  - Review of second draft of MTECC financial statements for fiscal year ended September 30, 2025. Recommended updates to items for next draft of MTECC financial statements. Reviewed final version and ready to submit to Auditors
  - Bill.com planned implementation still delayed for updates to Wells Fargo and accounting system for contract payments. Will go live in February, 2026
  - Reviewed and recommended approval of invoices submitted for payments during the month of January and cleaned up items on older invoices to catch up all invoices to current.
- Program Management Services:
  - Coordination of activities with Program Management Consultant (PMC) during January.
  - Discussions on web updates and schedule additional training for web updates.

### MTECC Board Members

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**  
Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



**Page 2 of 4**

- FDOT coordination and update:
  - Providing updated procedures for review and approval by the Board in February based on FDOT coordination:
    - Professional Services Procurement Procedure
    - Invoice and Payment Processing Procedure.
    - Construction Contract Procurement Procedure
  - FDOT agreed to raise the cap for the library of services from \$1.5M to \$5M. This will take an internal policy change at FDOT.

**Project Activities (official request for MTECC services):**

- **Pembroke Pines – FTA/MPO Project 4334292 - Design Stage:**
  - PMC providing project management/design reviews.
  - CTS engineering under Work Order delivered 60% plans on January 31 and these were under review by Program Manager in February. Final Design in April 2026.
  - Approved optional services amendment recommended by DES/PMC/City – within approved budget amount.
  - Participated in monthly status project meetings.
  - Reviewed and approved PMC and CTS invoices for processing for payment.
  - Reviewed PMC and CTS invoices for payment.
- **Coconut Creek HUD Project – Lighting on Lyons Road - MPO HUD Grant – Design Stage**
  - MTECC PM providing project management/design reviews.
  - Design plans complete in November.
  - Participated in project monthly status meetings.
  - January had the following activities:
    - Notice to proceed for purchase of the Light Poles was sent on January 5, 2026.
    - Construction involving installation of light poles/fixtures and related activities. Multiple meetings and reviews of documents to finalize the following:
      - General Terms and Conditions – legal lead
      - Special Terms and Conditions – PMC Team lead.

**MTECC Board Members**

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

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Hollywood, FL

---

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Matthew J. Pearl

**Executive Director**  
Lowell Clary



- Instruction for Bidders – Contracting Team lead
- Design Plans and Specifications – PMC Team lead (complete)
- Documents reviewed by City (Special Terms and Conditions and Design Plans) for sign off
- Documents to have final edits and review with bid letting date targeted for February 10.
- Construction Engineering and Inspection for oversight of construction.
  - City review and ranking of proposals completed.
  - Signed off on the ranking.
  - Contracting Officer requested the top ranked firm to provide their fee proposal.
  - Negotiations will be in February.
- Schedule - Anticipate Pole/Lights Delivery in mid to late April. CEI to be on board in March. Construction contractor to be on board in late March/early April. Work to begin in April.
- Project Budget - Meeting with City of Coconut Creek to discuss the project budget and overall estimate. The Design Engineer of Record estimate is about 10% above the available grant funds or about \$340,000. We anticipate savings from the PMC task order of approximately \$50,000 to \$70,000. The City put up a 10% grant advance for cash flow purposes. In the meeting the City noted these funds have been budgeted and appropriated and per the Tri-Party Agreement the City is obligated to cover any overruns on the project. The City noted they would provide a letter from the City Manager to commit the 10% advance amount. This will all be reconciled once the CEI Consultant is negotiated and the Construction bids are received to help determine the amount that may be needed from the City.
- Review and payment of PMC and Marlin invoices.

**MTECC Board Members**

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**Councilmember**  
Tim Fadgen, Vice Chair  
Plantation, FL

**Mayor**  
Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

---

**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



- **City of Fort Lauderdale 17<sup>th</sup> Street HUB Project – Design Stage**
  - MTECC PMC providing project management/design reviews.
  - CHA Consulting design underway
    - Survey Complete
    - 30% plans April 2026.
    - Preparation of public involvement materials for review by Program Manager.
    - Amendment to task order to add optional services for foundation analysis.
  - Participated in project status meetings.
  - Review and payment of PMC invoices.

**MTECC Board Members**

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**Councilmember**  
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Plantation, FL

**Mayor**  
Rex Hardin  
Pompano Beach, FL

**Commissioner**  
Caryl S. Shuham, Chair  
Hollywood, FL

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**General Counsel**  
Matthew J. Pearl

**Executive Director**  
Lowell Clary



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

**3.**

**Meeting Date:** 02/12/2026

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**SUMMARY:**

PMC Report

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**Attachments**

PMC Report

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## PROGRESS REPORT- PMC SERVICES

**TO:** Lowell Clary, Executive Director, MTECC  
**FROM:** Christine W. Fanchi, P.E., WSP Project Manager  
**PROJECT:** PROGRAM MANagements SERVICES  
**SUBJECT:** Summary Project Progress Report  
**PERIOD:** September 2025 through January 2026  
**DATE:** February 5, 2026

---

### Task 1: PROJECT MANAGEMENT

- Overall on-going coordination with MTECC Team
- MTECC Team Bi-Weekly Progress Meeting and follow-up
- Invoicing Review of Design Task Orders
- Coordinate Design Consultant Amendments for approval- SE 17<sup>th</sup> Street, Pembroke Hub
- Preparation of monthly invoicing/progress reports

### Task 2: MEMBER CITY/LAP COORDINATION

- Attend September MTECC Board Meeting
- On-going support/coordination of active projects

### Task 3: WEBSITE DEVELOPMENT

- No work this period.

### Task 4: PROCUREMENT SUPPORT

- Draft Special Terms & Conditions for Lyons Rd Light Pole Procurement
- Coordinate with Lighting Distributor/Vendor to clarify contract terms/questions
- Draft Special Terms & Conditions for Lyons Road Construction Contract Advertisement
- Coordinate review of contracts with City team
- Review CEI procurement and provide CEI specific comments

### Task 5: TECHNICAL PROJECT SUPPORT

- SE 17<sup>th</sup> Street-
  - Lead bi-weekly meetings
  - Coordinate City PIO and Urban Forrester Meetings
  - Coordinate data collection for utilities and railroad
  - Coordinate grant needs with BMPO
- Pembroke Pines HUB-
  - Led bi-weekly project meetings
  - Routed/coordinated/reviewed 30% Plan submittal with technical experts
  - Revised Pedestrian Signal Warrant memo to City for FDOT resubmittal
  - Coordinated public meeting for 11/5/25
- Lyons Road Lighting-
  - Led project bi-weekly project meetings September through June
  - Finalize bid summary and final design documents for bid readiness
  - Coordinate with City for light pole/construction procurement needs
  - Attend City Meeting in January 2026 to discuss funding and upcoming project needs/phases.



**Metro Trans Engineering & Construction  
Cooperative (MTECC)**

**5.**

**Meeting Date:** 02/12/2026

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**SUMMARY:**

Budget to Actual Report

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**Attachments**

Budget to Actual Report

Budget to Actual Report - Coconut Creek

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# MTECC

## Actuals vs Budget

As of Date:

12/31/2025

Fund:

General Fund

	Year To Date		
	12/31/2025		
	Budget	Actual	Variance
<b>Revenues</b>			
Local Government Unit Grant - Transportation	200,000.00	125,000.00	(75,000.00)
Project Delivery Fee	0.00	0.00	0.00
Interest	5,000.00	934.24	(4,065.76)
<b>Total Revenues</b>	<b>205,000.00</b>	<b>125,934.24</b>	<b>(79,065.76)</b>
<b>Expenditures</b>			
General Government			
F&A-Executive	72,000.00	21,485.74	50,514.26
F&A - Accounting	69,000.00	5,542.50	63,457.50
F&A - Auditing	16,500.00	0.00	16,500.00
F&A - Procurement	36,000.00	8,075.39	27,924.61
F&A Insurance	12,000.00	2,514.75	9,485.25
F&A - Board Expenditures	3,000.00	0.00	3,000.00
F&A - Public Relations	2,000.00	0.00	2,000.00
F&A - Other Administrative Expenses	4,000.00	0.25	3,999.75
F&A Information Technology	5,000.00	90.00	4,910.00
Legal Counsel	50,000.00	12,000.00	38,000.00
Comprehensive Planning	35,000.00	5,175.92	29,824.08
<b>Total General Government</b>	<b>304,500.00</b>	<b>54,884.55</b>	<b>249,615.45</b>
<b>Total Excess (deficiency) of revenues over (under) expenditures</b>	<b>(99,500.00)</b>	<b>71,049.69</b>	<b>170,549.69</b>
Operating Transfers In	25,000.00	25,000.00	0.00
<b>Net Change in Fund Balance</b>	<b>(74,500.00)</b>	<b>96,049.69</b>	<b>170,549.69</b>
<b>Fund Beginning Balance</b>			
Cumulative Fund Balance Beginning	315,000.00	515,940.00	200,940.00
<b>Total Ending Fund Balance</b>	<b>240,500.00</b>	<b>611,989.69</b>	<b>371,489.69</b>

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**MTECC**  
**Act vs Bud-ITD Projects-Capital Fund**

City of Coconut Creek  
 Inception To Date  
 12/31/2025

	Actual	Budget-ITD	Actual minus budget
<b>Revenues</b>			
Federal Grant - Mass Transit	0.00	0.00	0.00
Federal Grant - Other Transportation	0.00	0.00	0.00
Federal Grant - Other Federal Grants	416,802.98	3,510,000.00	(3,093,197.02)
Local Government Unit Grant - Transportation	35,000.00	35,000.00	0.00
<b>Total Revenues</b>	<b>451,802.98</b>	<b>3,545,000.00</b>	<b>(3,093,197.02)</b>
<b>Gov't Expenditures</b>			
Gov't General Expenses			
Comprehensive Planning	0.00	0.00	0.00
Road and Street Facilities	0.00	0.00	0.00
Road and Street Facilities/Design and Engineering	281,409.02	405,981.00	(124,571.98)
Road and Street Facilities/Program Management - DES	135,393.96	275,470.00	(140,076.04)
Road and Street Facilities/Professional Services CEI	0.00	275,470.00	(275,470.00)
Road and Street Facilities/Contingency	0.00	153,359.00	(153,359.00)
Mass Transit Systems/Design and Engineering	0.00	0.00	0.00
Mass Transit Systems/Program Management - DES	0.00	0.00	0.00
Mass Transit/ Program Management - CEI	0.00	0.00	0.00
Mass Transit Systems/Professional Services CEI	0.00	0.00	0.00
Mass Transit Systems/Contingency	0.00	0.00	0.00
<b>Total Gov't General Expenses</b>	<b>416,802.98</b>	<b>1,110,280.00</b>	<b>(693,477.02)</b>
Capital Outlay			
Road and Street Facilities/Construction in Progress	0.00	2,399,720.00	(2,399,720.00)
Mass Transit Systems/Construction in Progress	0.00	0.00	0.00
<b>Total Capital Outlay</b>	<b>0.00</b>	<b>2,399,720.00</b>	<b>(2,399,720.00)</b>
<b>Total Gov't Expenditures</b>	<b>416,802.98</b>	<b>3,510,000.00</b>	<b>(3,093,197.02)</b>
<b>Total Excess (deficiency) of revenues over (under) expenditures</b>	<b>35,000.00</b>	<b>35,000.00</b>	<b>0.00</b>
<b>Other Financing Sources (Uses)</b>			
Inter-Fund Group Transfers In	0.00	0.00	0.00
Inter-Fund Group Transfers Out	(35,000.00)	(35,000.00)	0.00
<b>Total Other Financing Sources (Uses)</b>	<b>(35,000.00)</b>	<b>(35,000.00)</b>	<b>0.00</b>
<b>Net Change</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>