

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement (“Agreement”), entered into this day of _____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the PARTICIPANT owns and operates four (4) bridges that require replacement and are identified as Financial Management (FM) 450866-1-32-01 West Lake Drive at Lucille River (Bridge #865773), 450867-1-32-01 West Lake Drive at Mercedes River (Bridge #865774), 450868-1-32-01 West Lake Drive at Estelle River (Bridge #865771), and 450870-1-32-01 SE 7TH Street at Rio Cordova (Bridge # 865760) (Funded in Fiscal Year 2023 and 2024). This Agreement is for payment of the design phase of the bridge replacements, referred to in **Exhibit A**, which is attached hereto and is hereinafter referred to as **the Project**; and

WHEREAS, the DEPARTMENT has federal-aid bridge program funds for the Project design costs that requires a 25% local match by the PARTICIPANT for eligibility; and is hereinafter referred to as **the PARTICIPANT SHARE**; and

WHEREAS, pursuant to this Agreement, the PARTICIPANT will provide the DEPARTMENT with the requisite funding match that will be administered by the DEPARTMENT to pay for the design phase consultant cost for the Project; and

WHEREAS the Project is in the interest of both the PARTICIPANT and the DEPARTMENT, and it would be more practical, expeditious, and economical for the Department to procure the design services for the Project; and

WHEREAS the PARTICIPANT by Resolution No. _____ on _____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys, and other data and information pertaining to the Project available to the DEPARTMENT at no

cost to the DEPARTMENT.

4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make reasonable efforts to obtain the DEPARTMENT’S input in the Project decisions. The DEPARTMENT will not increase the total cost of the Project without the PARTICIPANT’S prior consent.

5. The total cost of the Project is estimated to be FOUR MILLION, THREE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND NO CENTS. (\$4,325,287.00). The PARTICIPANT’S Local Share is 25% of the total Design cost for an estimated total of ONE MILLION TWENTY-NINE THOUSAND EIGHT HUNDRED THIRTY DOLLARS AND NO CENTS (\$1,029,830.00) (“PARTICIPANT’S SHARE”). In addition to the PARTICIPANT’S SHARE, the PARTICIPANT shall also pay 20% of the PARTICIPANT’S SHARE as a cost contingency for a total amount of ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND NO CENTS (\$1,235,796.00) to be paid to the DEPARTMENT.

If the actual cost of the Project results in a 25% match that is less than the PARTICIPANT’S payment of ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND NO CENTS (\$1,235,796.00), then the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a 25% match that is greater than the PARTICIPANT’S contribution of ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND NO CENTS (\$1,235,796.00), then the PARTICIPANT shall be responsible for its share of any cost overruns or cost increases, which shall be paid by the PARTICIPANT to the DEPARTMENT in accordance with this Agreement.

The PARTICIPANT’S funding shall be allocated as follows:

	450866-1	450867-1	450868-1	450870-1	Total Project Cost
Design (Federal funds)	\$ 939,090.00	\$ 775,520.00	\$ 678,806.00	\$ 696,075.00	\$ 3,089,491.00
Design (Participant share @ 25% of Total Design Cost)*	\$ 313,030.00	\$ 258,506.67	\$ 226,268.67	\$ 232,025.00	\$ 1,029,830.33
Total Design Cost	\$ 1,252,120.00	\$ 1,034,026.67	\$ 905,074.67	\$ 928,100.00	\$ 4,119,321.33
Contingency (20% of Participant Share) *	\$ 62,606.00	\$ 51,701.33	\$ 45,253.73	\$ 46,405.00	\$ 205,966.07
Total Project Cost	\$ 1,314,726.00	\$ 1,085,728.00	\$ 950,328.40	\$ 974,505.00	\$ 4,325,287.40

**Total Participant contribution towards the total project cost is \$1,235,796.00*

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this AGREEMENT, remit payment to the DEPARTMENT in the amount of ONE MILLION TWO HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND NO CENTS (\$1,235,796.00) towards the Project costs.

If the PARTICIPANT’S payment is not timely received by the DEPARTMENT within

thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No.: 450866-1-32-01, 450867-1-32-01,450868-1-32-01, and 450870-1-32-01. The DEPARTMENT shall utilize this amount towards design costs of Project No. 450866-1-32-01, 450867-1-32-01,450868-1-32-01, and 450870-1-32-01.

In Lieu of mailing payment to the DEPARTMENT, the PARTICIPANT shall submit payment for the project via wire transfer.

Wire transfer/payments are to be made to:

Wells Fargo Bank, N.A.
Account #4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT — K 11-78, Financial Project # 450866-1-32-01, 450867-1-32-01,450868-1-32-01, 450870-1-32-01

For the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT will contact Ashley Sheffield at 850-414-4887. In addition to calling Ms. Sheffield, the PARTICIPANT will send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- B. If the Project costs results in an increase in the PARTICIPANT'S contribution and is more than the PARTICIPANT'S advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent of the increased Project costs; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project manager indicating when the deposit will be made. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.
- C. When Project modifications occur that will increase the total Project costs and therefore

the PARTICIPANT'S Project contribution, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide within 30 days of approval by its City Commission and in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, the failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to timely remit the additional payment as set forth herein, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

- D. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
 - E. In the event the final accounting of total Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to Section 55.03 F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.
- 6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. The jurisdictional venue for any such litigation shall be in Broward County.
 - 7. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
 - 8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 450866-1-32-01,

450867-1-32-01,450868-1-32-01, 450870-1-32-01) is completed as evidenced by the written acceptance of the DEPARTMENT.

9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The PARTICIPANT / Vendor/ Contractor: (If applicable)
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Mya Gray
With a copy to: Sabrina Aubery
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: Raymond Nazaire
With a copy to: City Attorney

The remainder of this page is blank.

IN WITNESS WHEREOF, the PARTICIPANT has caused this Agreement to be executed in its behalf, by the Chair/Commission of the City of Fort Lauderdale or its designee, as authorized by Resolution No. _____ ; and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its Director of Transportation Development or authorized designee.

CITY OF FORT LAUDERDALE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

APPROVED:

BY: _____
PARTICIPANT CLERK (SEAL)

BY: _____
FRANCINE STEELMAN
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
PARTICIPANT ATTORNEY

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

EXHIBIT A

Project Scope of Work FM 450866-1,450867-1,450868-1,450870-1

The design phase for the replacement of four (4) bridges in the City of Fort Lauderdale. All the replacement structures will maintain the same footprint as the existing ones.

The bridge design replacement will be completed under the following FM numbers:

- 450866-1 WEST LAKE DRIVE AT LUCILLE RIVER BRIDGE #865773
- 450867-1 WEST LAKE DRIVE AT MERCEDES RIVER BRIDGE #865774
- 450868-1 WEST LAKE DRIVE AT ESTELLE RIVER BRIDGE #865771
- 450870-1 SE 7TH STREET AT RIO CORDOVA BRIDGE #865760

The design scope of this class C type local agency program project consists of field visits to provide a survey and generate geotechnical reports to be used in the development of all submittal packages (Initial, Constructability, Biddability & Production) in accordance with the FDOT Design Manual, FDOT Structures Manual and FDOT Standard Plans for structural components and the Florida Greenbook for all non-structural components. The scope of work also includes plans and specifications package in accordance with the FDOT Standards Specifications for structural components and the LAP Big 3 (concrete, asphalt, and earthwork) or **approved local agency specifications for non-structural components**.

Each submittal will be reviewed through the electronic review comment system in which all comments will need to be responded to and implemented in the plans, if applicable. The scope of work shall also include plans which will include a typical section package per the FDM Section 306, a pavement design package per the rigid and flexible pavement design manuals, and traffic control plans per FDM Section 240. During the design process there will be utility coordination with different utility agencies to avoid any conflicts.

The scope of work also includes a cost estimate for construction of the Project (?), bridge hydraulics report, bridge development report, structural design calculations along with acquiring an environmental certification, which consists of permits, public involvement meetings, type I categorical exclusion checklist & back up memo, cultural resource assessment survey (section 104 form included), contamination screening (asbestos testing) and a natural resource evaluation.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Fort Lauderdale ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Bridge Design Services

Project #'s:

450866-1 WEST LAKE DRIVE AT LUCILLE RIVER BRIDGE#865773
450867-1 WEST LAKE DRIVE AT MERCEDES RIVER BRIDGE#865774
450868-1 WEST LAKE DRIVE AT ESTELLE RIVER BRIDGE#865771
450870-1 SE 7TH STREET AT RIO CORDOVA BRIDGE# 865760

County: Broward County

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of

return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

Exhibit Only