

This instrument
Reviewed by:
Laurice C. Mayes, Esq. _____
Legal Description prepared by:
P.S.M.

Parcel No. N/A
Item/Segment No. 433108-4-52-01
Section: 86070
Managing District: 04
S.R. No. 9/I-95
County: Broward

Department of Transportation
3400 W. Commercial Boulevard
Ft. Lauderdale, Florida 33309

REVOCABLE LICENSE

This is a REVOCABLE LICENSE (the "License") granted this _____ day
of _____, 2017, between:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a Florida
public body politic and created pursuant to Chapter 163,
Part III, Florida Statutes, whose post office address is 914
N.W. 6th Street, Suite 200, Fort Lauderdale, Florida 33311,
hereinafter called CRA

and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address
is 3400 W. Commercial Blvd., Ft. Lauderdale, Fl. 33309,
herein called FDOT.

WHEREAS, FDOT, as part of its 95 Express Phase 3A Project
(Project), is constructing a noise wall (Noise Wall No. 2) along the
west side of the South Florida Rail Corridor (SFRC) between NW 4th and NW
6th streets within the city limits of the City of Fort Lauderdale
(Noise Wall Work Zone); and

WHEREAS, for safety purposes, FDOT's contractors cannot access
the Noise Wall Work Zone from the South Florida Rail Corridor;

WHEREAS, the safest and most practical route to access the Noise
Wall Area, is through certain property owned by the CRA; and

WHEREAS, FDOT is desirous of obtaining a License from the CRA for
the purpose of using certain property owned by the CRA to access the
Noise Wall Work Zone; and

WHEREAS, FDOT will also need to use a portion of the property for
staging and storing some of its equipment during construction of the
Project;

WHEREAS, CRA and FDOT agree that the construction of the noise
wall is in the best interest of the public, specifically, the adjacent
communities of River Gardens and Sweeting Estates; and

WHEREAS, the CRA, through its governing board, by Motion, adopted
on _____, 2017, has authorized execution of this License by
the proper CRA officials.

NOW THEREFORE, in consideration of the mutual covenants,
conditions and benefits contained in this License, and other good and
valuable considerations, the adequacy and receipt of which are hereby
acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby ratified, confirmed and incorporated herein.
2. City hereby grants to FDOT a license to occupy and use, subject to all of the terms and conditions hereof, the premises legally described as: Lots 1, 2, and 3 less the North 10th feet thereof and Lots 4 and 5, all in Block 1 of "River Gardens", as recorded in Plat Book 19, Page 23 of the Public Records of Broward County, Florida (the "Property"). FDOT accepts the Property "AS-IS" and the CRA makes no representations or warranties regarding the condition thereof.
3. This License will be effective from December 1, 2017 and continue until completion of the construction of the noise wall, but no later than May 31, 2018. The Executive Director of the CRA is authorized to allow an additional sixty (60) days extension for the License, if necessary.
4. The property may be occupied and used by FDOT, its agents, contractors, consultants and employees, solely for access to and from the Noise Wall Work Zone for construction of the Noise Wall adjacent to the FDOT/SFRC and for the staging and storage of construction materials and equipment related to construction of the sound wall from just south of NW 4th Street to NW 6th Street.
5. FDOT shall restore any vegetation cleared between the South Florida Rail Corridor and NW 21st Terrace. FDOT shall restore, at its expense, the Property to the condition that existed prior to the commencement of this Agreement and cause such repairs or replacement to be made to restore the Property. The parties shall take pictures of the Property both before the beginning of construction and after completion of construction to confirm the restoration condition of the Property. The CRA shall timely review and have final approval of whether restoration of the Property is satisfactory, which approval shall not be unreasonably withheld. FDOT's contractors shall not damage the Property.
6. FDOT shall shield the equipment, materials, vehicles and construction activities from the street and adjacent properties with fencing that includes a privacy screen around the perimeter of the Property and, subject to approval by the CRA Executive Director, shall place such directional and wayfinding signs as deemed necessary in accordance with all federal, state and local ordinances rules, regulations, laws and ordinances. All debris shall be contained within the privacy screen and removed upon the termination of this Agreement.
7. FDOT shall provide such security to the site as it deems necessary. Neither the CRA nor any of its employees, agents, consultants or public officials shall have any liability for any destruction, theft or vandalism of the vehicles, equipment or materials stored on the Property. By entering into this Agreement, FDOT assumes all risk of loss.
8. FDOT, its agents, contractors and/or consultants shall comply with all applicable federal, state and local laws, rules regulations and ordinances with regard to transportation of equipment and materials along public right of ways.

9. FDOT shall develop a Site and Landscape Restoration Plan prepared in coordination with the CRA that will identify those aspects of the Property that must be restored including trees that will be impacted and/or relocated and the process for relocation or restoration of the landscape.

10. This License is conditioned upon the following:

- a. Work hours for the construction of the will be restricted to 8 AM to 7 PM during weekdays and 10 AM to 6 PM on Saturdays. No work will shall be performed on Sundays.
- b. Neither FDOT nor FDOT's contractors, agents or consultants will stage or store equipment or materials on the City's public right of ways.
- c. FDOT will require its agents, contractors or consultants to be responsible for any damage or injury occurring as a result of their activities on or use of the Property.
- d. The CRA will be named as an additional insured on the liability policies.
- e. Prior to construction, FDOT will meet with the CRA and residents of the River Gardens/Sweeting Estates neighborhood immediately west of Noise Wall Number Work Zone to provide community outreach and information.

11. If an emergency situation arises with respect to the Property or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CRA shall make reasonable efforts to provide telephone notice to the FDOT's Contact Person. If, following that notice, FDOT fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CRA may undertake such limited actions as are necessary to eliminate the emergency; and CRA shall be entitled to recover its reasonable costs of cure from FDOT in accordance with provisions hereof. For the purposes of this Paragraph, FDOT's Contact Person shall be:

David C. Tinder, PE
I-95 Express Lanes
Senior Project Engineer
New Millennium Engineering, Inc.
6101 Orange Drive
Davie, FL 33314

Phone: 954-321-8367
Fax: 954-321-8387
Cell: 305-986-4531
Email: dtinder@nmdceng.net

In the event FDOT's Contact Person or any other information pertaining to FDOT's Contact Person shall change, such change shall be provided to the CRA.

12. To the extent provided by law, FDOT shall indemnify, defend and hold harmless CRA, its officers, agents or employees against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of FDOT, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by FDOT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing

indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by FDOT to indemnify CRA for the negligent acts or omissions of CRA, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by FDOT to be sued by third parties in any manner arising out of this agreement.

13. At all times during the term of this License Agreement, FDOT shall require its agents, contractors and consultants to keep or cause to be kept in effect the insurance required by the Department's Standard Specifications for Road and Bridge Construction, which provision is attached hereto as Exhibit "A".

(a) In any case where the original policy of any such insurance shall be delivered to FDOT, a duplicate original of such policy shall thereupon be delivered to CRA. All insurance policies shall be renewed by FDOT, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CRA, at least twenty (20) days prior to their respective expiration dates.

(b) CRA does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect FDOT's or Contractor's interests or liabilities. CRA reserves the right to require any other insurance coverages that CRA deems necessary depending upon the risk of loss and exposure to liability.

The making, execution and delivery of this agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the CRA and FDOT have signed and sealed these presents the day and year first above written.

CRA:

WITNESSES:

**Fort Lauderdale Community
Redevelopment Agency**

By _____
John P. "Jack" Seiler, Chairman

Print Name

Print Name

By _____

Lee R. Feldman, Executive Director

Print Name

Print Name

CRA General Counsel:
Cynthia A. Everett

ATTEST:

Lynn Solomon, Assistant
General Counsel

Jeffrey A. Modarelli,
CRA Secretary

IN WITNESS WHEREOF, FDOT has signed and sealed these presents the
day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

By: _____
Alia Chanel
Executive Assistant

By: _____
Gerry O'Reilly, P.E.
District Secretary

Legal Approval:

Laurice Mayes
Assistant General Counsel

Exhibit A

7-13 Insurance.

7-13.1 Workers' Compensation Insurance: Provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

7-13.2 Commercial General Liability Insurance: Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or

operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

7-13.4 Insurance for Protection of Utility Owners: When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above.

7-13.5 Professional Liability: The Design-Build Firm shall have and maintain during the period of this Contract, professional liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the following amounts:

Total D-B Contract Price	Minimum Coverage Limits
Up to \$30 Million	\$1 Million coverage
\$30 to \$75 Million	\$2 Million coverage
More than \$75 Million	\$5 Million coverage