



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

2L

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 4/4/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO

Router Name: Jennifer Larregui

Ext: 5106

Department: _____

Router Name: _____

Ext: _____

Commission Mtg. Date: 4/1/2025

CAM #: 25-0312

Item #: CR-5

Document Title:

BROWARD COUNTY - 2ND AMENDMENT TO INTERLOCAL AGREEMENT FOR SURTAX FUNDED
TRANSPORTATION PROJECT: DEMOLITION AND RECONSTRUCTION OF SOUTH OCEAN DRIVE BRIDGE (P12087)

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ No

Is the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 1

Attorney's Name: Paul G. Bangel

Approved as to Form: ☒ Yes ☐ No Initials: PGB/jl

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: 4/4/2025

3) CITY CLERK OFFICE (CCO):

Clerk Initials: _____

of originals: _____

Routed to Dept/Charter Ofc.: _____

Date: _____

4) CITY MANAGER OFFICE (CMO): Received From: _____

Date: 4/7/25

CMO LOG #: APR 20

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☐ B. Rogers

☒ C. Cooper

☐ L. Reece Date: 4/9/25

Comments/Questions _____

ACM/AcACM Initials: [Signature] for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: 4/11/25, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN:

Date Received: _____

Date to CCO: _____

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: TAM

*Name: Gail Jagessar

Contact # 954-828-6814

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # 25-57

☒ Yes ☐ No Original form route to CAO

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DEMOLITION AND RECONSTRUCTION OF SOUTH OCEAN DRIVE BRIDGE (P12087), AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO INTERLOCAL AGREEMENT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 6, 2021, via City Commission Agenda Memo #21-0566, the City Commission approved an Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) ("Interlocal Agreement"); and

WHEREAS, on August 17, 2021, the City Commission adopted Resolution No. 21-154, approving the Interlocal Agreement; and

WHEREAS, the City of Fort Lauderdale and Broward County entered into a First Amendment to Interlocal Agreement effective December 31, 2022, in order to extend the term of the Interlocal Agreement and add a reimbursable inflation adjustment to the maximum funding amount; and

WHEREAS, the City of Fort Lauderdale and Broward County wish to enter into a Second Amendment to Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) in order to further extend the term of the Interlocal Agreement and add a contingency amount to the maximum funding amount;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves a Second Amendment to Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) ("Second Amendment to Interlocal

Agreement") in substantially the form attached to City Commission Agenda Memo #25-0312, and authorizes the City Manager to execute the Second Amendment to Interlocal Agreement.

SECTION 2. That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 3. That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this ____ day of _____, 2025.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

Interim City Attorney
D'WAYNE M. SPENCE

| | |
|------------------------|-------|
| Dean J. Trantalis | _____ |
| John C. Herbst | _____ |
| Steven Glassman | _____ |
| Pamela Beasley-Pittman | _____ |
| Ben Sorensen | _____ |



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#25-0312

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: April 1, 2025

TITLE: Resolution Approving a Second Amendment to Interlocal Agreement
between Broward County and City of Fort Lauderdale for Surtax-Funded
Municipal Transportation Project: Demolition and Reconstruction of South
Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002 - (**Commission
District 4**)

Recommendation

Staff recommend the City Commission adopt a resolution approving a Second Amendment to Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002 in substantially the form attached.

Background

In 2020, during Cycle 1 of the Surtax program, the City was approved \$2,553,217 in funding for the demolition and reconstruction of the South Ocean Drive Bridge.

On August 17, 2021, (CAM #21-0754), the City Commission adopted Resolution No. 21-154, approving an Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002, having appropriated \$2,176,937 via Resolution No. 21-128 on July 6, 2021, (CAM #21-0096).

The demolition and reconstruction of South Ocean Drive Bridge project entails removing all existing bridge infrastructure and replacing it with a new bridge.

On May 5, 2023, the City issued an Invitation to Bid for this project. The City received one (1) bid from Interstate Construction, LLC, which came in at \$4,241,580.31, higher than the initial cost estimate for the project at \$2,559,447.17. The City of Fort Lauderdale and Broward County entered into a First Amendment to Interlocal Agreement effective December 31, 2022, in order to extend the term of the Interlocal Agreement and add a reimbursable inflation adjustment to the maximum funding amount.

This Second Amendment to Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) has been requested in order to further extend the term of the Interlocal Agreement and add a contingency amount to the maximum funding amount. The construction was initially scheduled to begin in January 2024; however, residents requested a delayed start date of April 2024 due to the tourist season. As a result of this delay and the additional contingency work, staff requested the second time extension on this project, which was approved by the County to extend the performance period to November 1, 2025.

Resource Impact

The new funds are detailed as \$115,284.32 for the cost of the additional concrete and \$259,055.50 accounts for the cost escalation adjustment at 11.9% under the Maximum-Not-To-Exceed provision. This action will result in a positive financial impact to the City with the appropriation of new funds totaling \$374,339.82, contingent upon the approval of the April 1, 2025, Consolidated Budget Amendment (CAM 25-0093).

| Funds available as of April 1, 2025 | | | | | |
|-------------------------------------|--|--|----------------------------------|-------------------------------------|--------------|
| ACCOUNT NUMBER | INDEX NAME (Program) | CHARACTER CODE/ SUB- OBJECT NAME | AMENDED BUDGET (Character) | AMOUNT RECEIVED (Character) | AMOUNT |
| 10-338-8999-541-337-406- P12087R | BRIDGE REPLACEMENT AT SOUTH OCEAN DRIVE | INTERGOVT REVENUE / BROWARD COUNTY TRANSPORTATION | 2,176,937 | 2,176,937 | 374,339.82 |
| | | | APPROPRIATION TOTAL ▶ | | 374,339.82 |
| Funds available as of May 19, 2021 | | | | | |
| ACCOUNT NUMBER | INDEX NAME (Program) | CHARACTER CODE/ SUB- OBJECT NAME | AMENDED BUDGET (Character) | AVAILABLE BALANCE (Character) | AMOUNT |
| 10-338-8999-541-60-6599- P12087 | BRIDGE REPLACEMENT AT SOUTH OCEAN DRIVE | CAPITAL OUTLAY / CONSTRUCTION | \$2,176,937 | \$1,029,305 | 374,339.82 |
| | | | APPROPRIATION TOTAL ▶ | | \$374,339.82 |

Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Infrastructure Focus Area.
- Goal 2: Build a multi-modal and pedestrian friendly community.

- Objective: Improve roads, sidewalks, and trails to prioritize a safer, more walkable and bikeable community.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We Are Connected*.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Neighborhood Enhancement Focus Area.
- The Urban Design Element.
- Goal 4: Enhance the existing built environment and elements unique to Fort Lauderdale, including waterways, bridges, tunnels and other traversable features.

Related CAM

#25-0093

Attachments

Exhibit 1 – Interlocal Agreement

Exhibit 2 – First Amendment to Interlocal Agreement

Exhibit 3 – Second Amendment to Interlocal Agreement

Exhibit 4 – Resolution

Prepared by: Gail Jagessar, Grants and Special Projects Coordinator,
Transportation and Mobility

Acting Department Director: Milos Majstorovic, MSCE, PE, Transportation and Mobility

- CR-4** [25-0298](#) Resolution Accepting Additional 2023-2024 State Housing initiatives Partnership (SHIP) Funds in the Amount of \$43,338 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

- CR-5** [25-0312](#) Resolution Approving a Second Amendment to Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002 - (Commission District 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

- CR-6** [25-0093](#) Resolution Approving the Consolidated Budget Amendment to Fiscal Year 2025 - Appropriation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

- CR-7** [25-0370](#) Resolution Approving and Ratifying a Memorandum of Understanding with the Fraternal Order of Police, Lodge 31, Extending the Captains Promotional Process - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

- CR-8** [25-0383](#) Resolution Approving and Ratifying a Memorandum of Understanding with the Fraternal Order of Police, Lodge 31, Resolving a Pay Grievance - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

CONSENT PURCHASE

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL
TRANSPORTATION PROJECT: DEMOLITION AND RECONSTRUCTION OF SOUTH OCEAN DRIVE
BRIDGE (P12087)
BC-FTLAUD-FY2020-00002**

This Second Amendment to Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002, ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, a municipality of the State of Florida ("Municipality") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002, dated September 10, 2021 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, effective December 31, 2022 ("First Amendment"). The Original Agreement, as amended by the First Amendment, is referred to as the "Agreement."

C. The Parties now desire to further amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~February 21, 2025~~ **November 1, 2025** ("Initial Term"), unless extended.

4. The Maximum Funding table set forth in Section 5.4 of the Agreement is amended as follows:

| Description | Not-To-Exceed Amounts |
|-----------------------------------|---|
| Phase 1: Construction | \$ 2,176,937.00 |
| Reimbursable Inflation Adjustment | \$ 259,055.50 |
| Contingency | \$ 115,284.32 |
| MAXIMUM FUNDING AMOUNT: | \$2,435,992.50 \$2,551,276.82 |

5. The following contact information contained in Section 11.6 of the Agreement is amended as follows:

Broward County Attorney's Office
Attn: ~~Angela J. Wallace~~ Nathaniel A. Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ~~ajwallace@broward.org~~ nklitsberg@broward.org

~~Greg Chavarria~~ **Rickelle Williams**, City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Email address: ~~gchavarria@fortlauderdale.gov~~ **rickellewilliams@fortlauderdale.gov**

6. Sections 2 and 3 of Exhibit A to the Agreement are amended as follows:

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase 1

| No. | Description | Duration/Deadline | Acceptance Criteria |
|-----|--|---|---|
| 0 | Execution of ILA between County and City of Fort Lauderdale | August 31, 2021 | ILA executed by City of Fort Lauderdale |
| 1 | Project Construction Advertising Bid, Award, Construction Contract execution | October 5, 2023 <u>November 28, 2023</u> | Execution of Construction Agreement. |
| 2 | Notice to Proceed | October 12, 2023 <u>April 12, 2024</u> | NTP Issued by City. |
| 3 | Substantial Completion | August 7, 2024 <u>June 30, 2025</u> | Includes punchlist items, final inspections, and non-substantial work items |
| 4 | Final Completion | October 14, 2024 <u>September 30, 2025</u> | Project Certified/Final Payment Issued |

3. Project Schedule

| Description | Duration/Deadline |
|---|--|
| County and City execution of Project Specific ILA | September 30, 2021 |
| Bid Advertisement | May 5, 2023 |
| Bid Award and Construction Contract Execution | October 5, 2023 <u>November 28, 2023</u> |
| Notice to Proceed | October 12, 2023 <u>April 12, 2024</u> |
| Substantial Completion | August 7, 2024 <u>June 30, 2025</u> |
| Final Project Completion | October 14, 2024 <u>September 30, 2025</u> |

7. The provisions within the Funding Parameters Section of Exhibit B under the heading "Quarterly Draws in Advance of Expenditures" are amended as follows:

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-to-Exceed Amount specified below in advance of the applicable Deliverable or Phase ("Application for Funding") (excluding the cost escalation amount specified below). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below, **not including the Applications for Funding for the Reimbursable Inflation Adjustment and Contingency Adjustment.**

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended

funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Reimbursable Inflation Adjustment

After Project final completion, successful Project closeout, and all other Project funding has been expended on the Project, Municipality may submit an Application for Funding to County seeking reimbursement for eligible Project costs associated with inflation up to the Reimbursable Inflation Adjustment Amount specified below. An Application for Funding for the Reimbursable Inflation Adjustment Amount must include: the information set forth above for an Application for Funding; a certification that all other Project funding has been utilized; and invoices documenting expenditures for eligible Project Costs up to the Reimbursable Inflation Adjustment Amount. The Inflation Adjustment Amount may not exceed eleven and nine tenths percent (11.9%) of the Total Maximum Not-To-Exceed Amount excluding the Reimbursable Inflation Adjustment Amount.

Contingency Adjustment

At any time, Municipality may submit an Application for Funding to County seeking an amount up to the Contingency Adjustment amount specified below. An Application for Funding for the Contingency Adjustment amount must include the information set forth above for an Application for Funding and any other information reasonably requested by the Contract Administrator.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

| Deliverable/Phase Description | Maximum Amount | Not-To-Exceed |
|--|----------------------------------|------------------------------|
| Deliverable 0-1: Execution of ILA, Bidding, and Award | \$544,234.25 | |
| Deliverable 2: Notice to Proceed Issued | \$544,234.25 | |
| Deliverable 3: Substantial Completion | \$544,234.25 | |
| Deliverable 4: Final Project Completion | \$544,234.25 | |
| <u>Contingency Adjustment</u> | <u>\$115,284.32</u> | |
| Deliverable - Final Completion, Successful Closeout, and County's Receipt of Required Documentation. Reimbursable Inflation Adjustment Amount | \$259,055.50 | |
| TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT: | \$2,435,992.50 | <u>\$2,551,276.82</u> |

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Municipality acknowledges that through the effective date of this Amendment, Municipality has no claims against or disputes with County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be retroactive to February 21, 2025.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and City of Fort Lauderdale, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

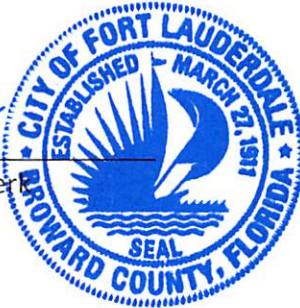
By _____
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL
TRANSPORTATION PROJECT: DEMOLITION AND RECONSTRUCTION OF SOUTH OCEAN DRIVE
BRIDGE (P12087)
BC-FTLAUD-FY2020-00002

Municipality

ATTEST:

By: DRS
David R. Soloman, City Clerk



City of Fort Lauderdale, by and through its
City Manager

By: Rickelle Williams
Rickelle Williams, City Manager

11 day of April, 2025

I HEREBY CERTIFY that I have approved this
amendment as to form and correctness
subject to execution by the parties:

By: Paul Sampl
Sr. Assistant City Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
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A. The Parties entered into an Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002, dated September 10, 2021 (the "Original Agreement").

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1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

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4. The Maximum Funding table set forth in Section 5.4 of the Agreement is amended as follows:

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| Contingency | \$ 115,284.32 |
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Email address: ~~ajwallace@broward.org~~ nklitsberg@broward.org

~~Greg Chavarria~~ **Rickelle Williams**, City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Email address: ~~gchavarria@fortlauderdale.gov~~ **rickellewilliams@fortlauderdale.gov**

6. Sections 2 and 3 of Exhibit A to the Agreement are amended as follows:

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase 1

| No. | Description | Duration/Deadline | Acceptance Criteria |
|-----|--|---|---|
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| Substantial Completion | August 7, 2024 <u>June 30, 2025</u> |
| Final Project Completion | October 14, 2024 <u>September 30, 2025</u> |

7. The provisions within the Funding Parameters Section of Exhibit B under the heading "Quarterly Draws in Advance of Expenditures" are amended as follows:

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-to-Exceed Amount specified below in advance of the applicable Deliverable or Phase ("Application for Funding") (excluding the cost escalation amount specified below). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below, **not including the Applications for Funding for the Reimbursable Inflation Adjustment and Contingency Adjustment.**

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended

funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Reimbursable Inflation Adjustment

After Project final completion, successful Project closeout, and all other Project funding has been expended on the Project, Municipality may submit an Application for Funding to County seeking reimbursement for eligible Project costs associated with inflation up to the Reimbursable Inflation Adjustment Amount specified below. An Application for Funding for the Reimbursable Inflation Adjustment Amount must include: the information set forth above for an Application for Funding; a certification that all other Project funding has been utilized; and invoices documenting expenditures for eligible Project Costs up to the Reimbursable Inflation Adjustment Amount. The Inflation Adjustment Amount may not exceed eleven and nine tenths percent (11.9%) of the Total Maximum Not-To-Exceed Amount excluding the Reimbursable Inflation Adjustment Amount.

Contingency Adjustment

At any time, Municipality may submit an Application for Funding to County seeking an amount up to the Contingency Adjustment amount specified below. An Application for Funding for the Contingency Adjustment amount must include the information set forth above for an Application for Funding and any other information reasonably requested by the Contract Administrator.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

| Deliverable/Phase Description | Maximum Amount | Not-To-Exceed |
|--|----------------------------|------------------------------|
| Deliverable 0-1: Execution of ILA, Bidding, and Award | \$544,234.25 | |
| Deliverable 2: Notice to Proceed Issued | \$544,234.25 | |
| Deliverable 3: Substantial Completion | \$544,234.25 | |
| Deliverable 4: Final Project Completion | \$544,234.25 | |
| <u>Contingency Adjustment</u> | <u>\$115,284.32</u> | |
| Deliverable - Final Completion, Successful Closeout, and County's Receipt of Required Documentation. Reimbursable Inflation Adjustment Amount | \$259,055.50 | |
| TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT: | \$2,435,992.50 | <u>\$2,551,276.82</u> |

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Municipality acknowledges that through the effective date of this Amendment, Municipality has no claims against or disputes with County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be retroactive to February 21, 2025.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and City of Fort Lauderdale, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

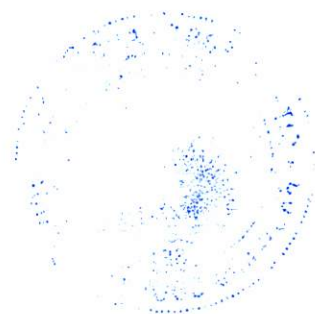
By: _____
Monica Cepero

____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Douglas R. Gonzales (Date)
Senior Assistant County Attorney



SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL
TRANSPORTATION PROJECT: DEMOLITION AND RECONSTRUCTION OF SOUTH OCEAN DRIVE
BRIDGE (P12087)
BC-FTLAUD-FY2020-00002

Municipality

ATTEST:

By: 
David R. Soloman, City Clerk



City of Fort Lauderdale, by and through its
City Manager

By: 
Rickelle Williams, City Manager

11 day of April, 2025

I HEREBY CERTIFY that I have approved this
amendment as to form and correctness
subject to execution by the parties:

By: 
Sr. Assistant City Attorney