

p5 ✓ 11/6/14 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: **Memorandum of Agreement with Florida Department of Transportation for Northwest Neighborhoods Street and Streetscape Improvements – Establishing Escrow Account**

Approved Comm. Mtg. on: 10/21/2014 CAM #: 14-1226 ITEM #: CM-8

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **City Attorney's Office:** Approved as to Form # 5 Originals and Delivered to City Manager on 10/29/14.

Rhonda Montoya Hasan 

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward 5 originals to City Clerk.

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects 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, 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, real.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Forwards 5 original documents to:
Khant Myat, Engineering, X5061

CITY MANAGER
2014 OCT 29 PM 12: 07

Original Route form to Linda Blanco, CAO

11/5



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.
SECRETARY

November 14, 2014

Mr. Stan Edwards
City of Ft. Lauderdale
100 N. Andrews Avenue
Fort Lauderdale FL 33301

RE: Locally Funded Agreement
FM Number: 431717-1-52-01/02
Description: Roadway resurfacing, widening, and drainage improvements during the Department's NW Neighborhood Phase III Roadway work from NW 6th Street to NW 7th Street

Dear Mr. Edwards:

Enclosed please find a copy of a fully executed Locally Funded Agreements for the Project referenced above. Said documents is to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos A. Kennedy, Jr.
Program Management Unit
District Four

lk/s
enc: LFA's
copy: Sabrina Aubery, Project Manager
Antonette P. Adams, Work Program Manager
LFA Section
File

18 NOV 14 1:27PM

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this 14th day of NOVEMBER 20 14, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Fort Lauderdale located at 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's NW Neighborhood Phase III work from NW 6th Street to NW 7th Street in Broward County, Florida (Financial Management (FM) Number 431717-1-52-01, Funded in Fiscal Year 2014/2015); and

WHEREAS, the NW Neighborhood Phase III is comprised of the following roads and respective limits as follows:

- NW 15th Way from NW 6th Street (Sistrunk Blvd.) to NW 7th Street
- NW 15th Terrace from NW 6th Street (Sistrunk Blvd) to NW 7th Street
- NW 7th Street from NW 15th Way to NW 15th Terrace; and

WHEREAS, the PARTICIPANT has requested the DEPARTMENT perform the following additional work during the NW Neighborhood Phase III work: Roadway resurfacing, widening, and drainage improvements (Financial Management (FM) Number 431717-1-52-02, Funded in Fiscal Year 2014/2015), as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. N/A adopted on _____, 2014, 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 extra cost.

4. The total cost for the Project and the DEPARTMENT's NW Neighborhood Phase III work is estimated to be ONE MILLION ONE HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS AND NO CENTS (\$1,157,864.00). The PARTICIPANT's share for the Project is estimated at FOUR HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS AND NO CENTS (\$457,582.00) which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project results in a decrease to the PARTICIPANT's share, then the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- (A) The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FOUR HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS AND NO CENTS (\$457,582.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 431717-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 431717-1-52-02.

Payment shall be mailed to:

Florida Department of Transportation

Professional Services Unit- Attention: Leos A. Kennedy, Jr.

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309-3421

- (B) The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted bid") and the Department's work plus allowances is hereinafter defined as the "Total Accepted Bid". If the Project costs are in excess of the advance deposit, 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 the Project costs are in excess of the advance deposit amount; 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 the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

- (C) If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- (D) Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, 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 cost will exceed the PARTICIPANT's payment. However, 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, for 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 of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- (E) 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 (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. 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.
- (F) In the event the final accounting of total Project costs indicate that the Project costs are 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.
- (G) The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury, Revenue Processing for deposit and as provided in the Memorandum of Agreement (MOA) between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

5. 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. Venue with respect to any such litigation shall be in Broward County.
6. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of the Project.

The PARTICIPANT will comply with the provisions set forth in the Highway Maintenance Memorandum of Agreement (HMMA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.

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 is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2017 whichever occurs first.
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:
 - (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: Leos A. Kennedy, Jr.
With a copy to: Sabrina Aubery
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

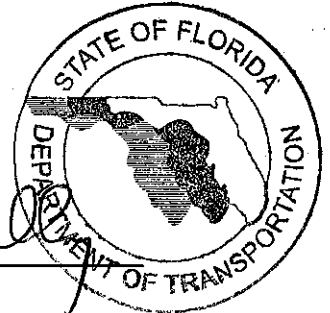
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: Angelina Rosenberg
With a copy to: City Attorney

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. N/A, hereto attached.

CITY OF FORT LAUDERDALE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



BY: _____
NAME: _____
TITLE: _____

BY: Gerry O'Reilly
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

CITY CLERK (SEAL)

BY: [Signature]
OFFICE OF THE GENERAL COUNSEL

SEE ATTACHED CITY SIGNATURE PAGE

APPROVED:

APPROVED:

BY: _____
CITY ATTORNEY

BY: [Signature]
DISTRICT PROGRAM MANAGEMENT ENGINEER

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:

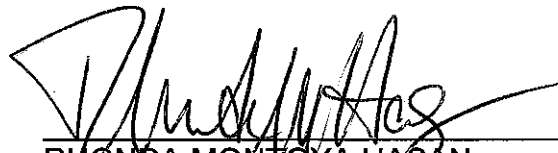

RHONDA MONTOYA HASAN
Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES
FM# 431717-1-52-02

1. Construction of sidewalk
2. Pedestrian Lighting
3. Grass swale with small trees
4. Curb and Gutter
5. Drainage modifications
6. Pavement markings
7. Rock and Loam layer under the swale
8. Roadway Resurfacing

EXHIBIT B

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____, day of _____, 20____, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DEPARTMENT", the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "TREASURY" and City of Fort Lauderdale hereinafter referred to as the "PARTICIPANT".

WITNESSETH

WHEREAS, "DEPARTMENT" is currently constructing the following project:

Financial Project Number: 431717-1-5202
County: BROWARD

hereinafter referred to as the "Project".

WHEREAS, the DEPARTMENT and the PARTICIPANT entered into a Locally Funded Agreement (LFA) dated _____, wherein DEPARTMENT agreed to perform certain work on behalf of the PARTICIPANT in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the DEPARTMENT and the PARTICIPANT to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the PARTICIPANT by the DEPARTMENT.

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

1. The DEPARTMENT and the PARTICIPANT agree that the recitals set forth above are true and correct and deemed incorporated herein.

2. An initial deposit in the amount of FOUR HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED EIGHTY TWO DOLLARS AND NO CENTS (\$457,582.00.00) will be made by the PARTICIPANT into an interest bearing escrow account established by the DEPARTMENT for the purposes of the Project. Said escrow account will be opened with the TREASURY, on behalf of the DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of the DEPARTMENT.

3. Other deposits may be made by the PARTICIPANT as necessary to cover the cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.
4. Payment will be made as follows (check appropriate payment method):

- Wire transfer
- ACH deposit
- Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America

Account # 001009068974

ABA # 026009593

Chief Financial Officer of Florida

Re: DOT – K 11-78, Financial Project # 431717-1-52-02

For ACH deposits: Bank of America

Account # 001009068974

ABA # 063100277

Chief Financial Officer of Florida

Re: DOT – K 11-78, Financial Project # 431717-1-52-02

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and sent to the DEPARTMENT to be mailed to FDOT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation

OOO-GAO, LFA Section

605 Suwannee Street, MS 42B

Tallahassee, Florida 32399

5. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.
6. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of funding the Project as defined in the LFA.

7. The TREASURY agrees to provide written confirmation of receipt of funds to the DEPARTMENT.
8. The TREASURY further agrees to provide periodic reports to the DEPARTMENT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF TREASURY

CITY OF FORT LAUDERDALE

BY: _____

NAME: _____

TITLE: _____

100 N. Andrews Avenue
Fort Lauderdale, FL 33309

ADDRESS

F-596-000-319-005

FEDERAL EMPLOYER I.D. NUMBER

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!

EXHIBIT C

**MAINTENANCE
MEMORANDUM OF AGREEMENT
WITH THE CITY OF FORT LAUDERDALE**

SECTION No.: N/A
FM No.: 431717-1-52-01
AGENCY: FT. LAUDERDALE
S.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over:

- NW 15th Way from NW 6th Street (Sistrunk Blvd) to NW 7th Street
- NW 15th Terrace from NW 6th Street (Sistrunk Blvd) to NW 7th Street,
- NW 7th Street from NW 15th Way to NW 15th Terrace,

as part of the City Roadway System; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits; and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 431717-1, which involves NW Neighborhood Phase 3; hereinafter referred to as the "Project", as more particularly described in Exhibit A; and

WHEREAS, pursuant to that certain Local Funding Agreement between the AGENCY and the DEPARTMENT to be dated in the future, and all subsequent amendments thereto, the DEPARTMENT is milling and resurfacing the roadway and installing rock and loam layer under the swales; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Action on the _____ day of _____, 2014, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements and property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project.
3. The AGENCY shall continue to maintain the property owned by AGENCY until the DEPARTMENT begins construction of the Project.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2014, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2011, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2014, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2014, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, trees, sidewalk, pedestrian lighting, roadway, and pavement markings. The Department shall give the AGENCY ten (10) days' notice before final acceptance.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter onto the agency property and construct the Project.
5. The AGENCY shall execute "Local Government Right of Way Certification Statement", attached as **Exhibit B**, indicating that the Project can be completed within the public right of way, and that no additional right of way is required.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering

into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.

9. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.

10. E-verify requirements: The AGENCY:

- 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 AGENCY during the term of the contract; and
- shall expressly require any contractors 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 document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written

12. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

13. LIST OF EXHIBITS

- **Exhibit A:** Project Improvements and Scope
- **Exhibit B:** Local Government Right-Of-Way Certification Statement

[The Remainder of this Page Intentionally Left Blank.]

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

ATTEST:

Approval:

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSION

By _____

_____ day of _____, 2014

Approved as to form by

Telephone:

Facsimile:

By _____

(Date)

Title:

By _____

(Date)

Title:

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By _____

Transportation Development Director

_____ day of _____, 2014

Approval :

Office of the General Counsel (Date)

Executive Secretary
(SEAL)

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!

SECTION No.: N/A
FM No.: 431717-1-52-01
COUNTY: BROWARD
S.R. No.: N/A

EXHIBIT A

PROJECT IMPROVEMENTS AND SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

- NW 15th Way from NW 6th Street(Sistrunk Blvd) to NW 7th Street
- NW 15th Terrace from NW 6th Street(Sistrunk Blvd) to NW 7th Street
- NW 7th Street from NW 15th Way to NW 15th Terrace

Proposed typical section elements at all locations:

- Sidewalk on both sides
- Pedestrian lighting
- Grass swale with small trees
- Curb and Gutter
- Drainage modifications
- Resurface roadway
- Pavement markings at intersections
- Rock and Loam layer under the swale

THIS IS AN EXHIBIT ONLY..... NOT FOR EXECUTION!!

LOCAL GOVERNMENT RIGHT-OF-WAY CERTIFICATION STATEMENT

No Additional Right of Way Required

LOCAL AGENCY: CITY OF FORT LAUDERDALE STATE ROAD: N/A
 R/W ITEM/SEGMENT NO.: N/A DESCRIPTION: NW 15th Way, NW 15th Terrace, NW 7th Street
 CONST. ITEM SEGMENT NO.: 431717-1-52-01
 F.A.P. NO.: 8886-238-A LETTING DATE: 4/29/2015

I, the signature below certify and represent that the following interests in land (Right of way) will NOT be required for the construction of this project:

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – may be used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement that is a permanent part of the transportation facility or that requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The concept plans have been compared to current right of way data and the right of way, as shown, will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by the local government executing this statement for the purpose of restoration and harmonization. There are no encroachments within existing right of way that impact the construction project.

Local Agency: CITY OF FORT LAUDERDALE

 * SIGNATURE

 DATE

 PRINTED NAME

 TITLE

*NOTE: (Must be authorized employee of the local agency)

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!!