

CITY CLERK

2015 DEC -9 AM 8: 52

**DOCUMENT ROUTING FORM**

NAME OF DOCUMENT: **Locally Funded Agreement with FDOT for Construction of NW 9<sup>th</sup> Ave from Broward Blvd to Sistrunk Blvd**

Approved Comm. Mtg. on: 10/6/15 CAM #: 15-1240 ITEM #: CR-6

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

1) **City Attorney's Office:** Approved as to Form # 6 Originals and Delivered to City Manager on \_\_\_\_\_

**Cole Copertino** \_\_\_\_\_

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward 6 originals to Mayor.

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.

3) **Mayor:** Please sign as indicated and forward 6 originals to Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

4) **City Clerk:** Retains one original and forwards 6 original documents to:

***Karen Mendrala, Transportation and Mobility***

**along with two certified copies of the associated resolution**

☒ Original Route form to Meredith, CAO



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309

JIM BOXOLD  
SECRETARY

November 24, 2015

Ms. Diana Alarcon  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

CITY CLERK  
2015 DEC - 9 AM 8:53

**RE:** Locally Funded Agreement  
**FM Number:** 433207-1-52-01/02  
**Description:** Construction of a 10 foot travel lane, construction a 5 foot to 8 foot wide concrete sidewalks, construction of a 4 foot wide bike lane, drainage modifications and improvements, the installation of solar pedestrian lighting, and landscape during the Department's roadway work along NW 9<sup>th</sup> Avenue from Broward Blvd. to Sistrunk Boulevard

Dear Ms. Alarcon:

Enclosed please find a copy of a fully executed Locally Funded Agreements for the Project referenced above. Also included is a copy of the Resolution No.: 15-216. 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: Kenzot Jasmin, Project Manager  
Antonette P. Adams, Work Program Manager  
LFA Section  
File

**RECEIVED**

DEC - 1 2015

**CITY OF FT. LAUDERDALE  
TRANSPORTATION AND  
MOBILITY DEPARTMENT**

CH 11 11 11

11 11 11 11 11

RECEIVED

DEC - 1 2012

CITY OF FT. LAUDERDALE  
TRANSPORTATION AND  
MOBILITY DEPARTMENT

CITY CLERK

2015 DEC -9 AM 8:53

FM No: 433207-1-52-01/02  
FEID No: VF-596-000-319

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

THIS Locally Funded Agreement ("Agreement"), entered into this 24<sup>th</sup> day of NOVEMBER, 2015, 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 PARTICIPANT is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's roadway work along NW 9<sup>th</sup> Avenue from Broward Boulevard to Sistrunk Boulevard in Broward County, Florida. (Financial Management (FM) Number 433207-1-52-01, Funded in Fiscal Year 2015/2016); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: construction of a 10 foot travel lane, construction of a 5 foot to 8 foot wide concrete sidewalks, construction of a 4 foot wide bike lane (where it can be accommodated), utility adjustment (Valve cover, manholes, meter boxes), drainage modifications and improvements (Bioswales and French drain), the installation of solar pedestrian lighting, signalization, and landscape along NW 9<sup>th</sup> Avenue (Financial Management (FM) Number 433207-1-52-02, Funded in Fiscal Year 2015/2016) 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. 15-216 adopted on October 6, 2015, 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 work is estimated to be TWO MILLION ONE HUNDRED FORTY ONE THOUSAND TWO HUNDRED TWENTY NINE DOLLARS AND NO CENTS (\$2,141,229.00). The PARTICIPANT'S share for the Project is estimated at ONE MILLION NINETY THREE THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$1,093,709.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the PARTICIPANT's payment, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost 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 ONE MILLION NINETY THREE THOUSAND SEVEN HUNDRED NINE DOLLARS AND NO CENTS (\$1,093,709.00) 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 and the DEPARTMENT's roadway work 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. 433207-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 433207-1-52-02.

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 PARTICIPANT's share of the accepted bid plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount plus allowances 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

when the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit and said date. 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. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project and the DEPARTMENT's roadway work from the Department's Work Program.

- C. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for 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 payment 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 Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award 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. 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.*
- 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 and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & construction 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 and the resurfacing work. 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 for deposit as provided in the Three Party Escrow Agreement 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. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in the Highway Maintenance Memorandum of Agreement (HMMOA) 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 the **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
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. Venue with respect to any such litigation shall be in Broward County.
7. 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.
8. 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.
9. 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 and the roadway work is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2018, whichever occurs first.
10. 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.

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: Kenzot Jasmin  
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: Diana Alarcon  
With a copy to: City Attorney

\*\*\*\*\*

***The remainder of this page is 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 15-216, hereto attached.]

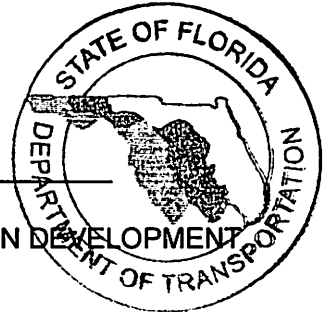
AGENCY

CITY OF FORT LAUDERDALE, through its  
CITY COMMISSION

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
NAME: John "Jack" P. Seiler  
TITLE: Mayor  
17<sup>th</sup> day of November, 2015

BY: [Signature]  
STACY L. MILLER, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT



ATTEST:

[Signature]  
Jeffrey A. Modarelli, City Clerk

LEGAL REVIEW:

BY: [Signature]  
OFFICE OF THE GENERAL COUNSEL

(SEAL)

[Signature]  
Lee R. Feldman, City Manager

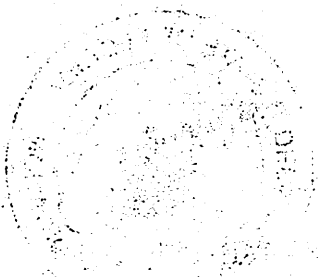
APPROVED:

BY: [Signature]  
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

Approved as to form by Office of City Attorney:

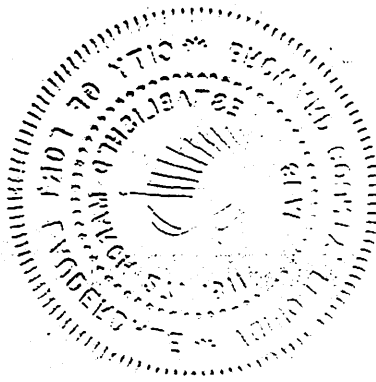
BY: [Signature]  
Cole J. Copertino, Assistant City Attorney

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

[illegible][illegible]

10

250



1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

**Exhibit A**  
**Scope of Services**  
**FM# 433207-1-52-02**

The Project is for the widening and resurfacing of NW 9<sup>th</sup> Avenue from Broward Boulevard to Sistrunk Boulevard. The PARTICIPANT has requested the following work to be included during the DEPARTMENT's roadway work:

- 1) Construction of a 10' travel lane EB and WB on 9<sup>th</sup> Avenue
- 2) Construction of a 5 foot to 8 foot sidewalks on the east and west side of NW 9<sup>th</sup> Avenue
- 3) Construction of 4 foot bike lanes on the east and west side of NW 9<sup>th</sup> Avenue (where it can be accommodated)
- 4) Utility adjustment (valve cover, manholes, and meter boxes)
- 5) Drainage modifications and improvements (Bioswales and French drain)
- 6) Installation of solar pedestrian lighting on the east and west side on NW 9<sup>th</sup> Avenue
- 7) Signalization improvements at NW 9<sup>th</sup> Avenue and 4<sup>th</sup> Street (to include pedestrian signalization)
- 8) Installation of landscape

**Exhibit B**  
**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: Installation of solar pedestrian lighting, construction of a 10' wide travel lane, 5'- 8' wide concrete sidewalk, 4' wide bike lane (where it can be accommodated), drainage modifications and improvements, utility adjustment (Valve cover, manholes, meter boxes), and landscape

Project #: 433207-1-52-02

County: Broward

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.

*The remainder of this page is blank.*

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

\_\_\_\_\_  
For FDOT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
59-3024028

\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
F-596-000-319-005

\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

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

## **EXHIBIT C**

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

SECTION No.: 86550500  
FM No.: 433207-1-52-01/02  
AGENCY: City of Fort Lauderdale  
C.R. No.: N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the **AGENCY** has jurisdiction over NW 9<sup>th</sup> Avenue, as part of the City of Fort Lauderdale Roadway System from Broward Boulevard to Sistrunk Boulevard; 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 433207-1-52-01/02; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**.

**WHEREAS**, pursuant to that certain Local Funding Agreement between the **AGENCY** and the **DEPARTMENT** to be signed, and all subsequent amendments thereto, the **AGENCY** is contributing funding toward the resurfacing, clearing and grubbing and a portion of sidewalk not covered by transportation alternatives funding.

**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/Resolution on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 on property acquired by the **DEPARTMENT**, to construct this Project. No further permits shall be required from the **AGENCY**.
3. The **AGENCY** shall continue to maintain the existing roadway and any 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 2015, 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 2015, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2015, 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, widening, Resurfacing, sidewalk, pedestrian lighting, and drainage.
- The AGENCY grants herein to the DEPARTMENT all rights necessary to enter 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 completed 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 and proposed 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. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Drainage: Drainage system modifications and improvement including bioswales and French Drain will be part of the proposed improvements.
11. 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.

12. 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 contractor during the contract term.

13. 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.

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

15. LIST OF EXHIBITS

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

[This space 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.  
AGENCY

ATTEST:

CITY OF FORT LAUDERDALE, through its  
CITY COMMISSIONERS

By: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by Office of City Attorney

By: \_\_\_\_\_

DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

By: \_\_\_\_\_  
Transportation Development Director

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approval :

\_\_\_\_\_  
Office of the General Counsel (Date)

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION

SECTION No.: 86550500  
FM No.: 433207-1-52-01/02  
AGENCY: City of Fort Lauderdale  
C.R. No.: N/A

**EXHIBIT A**  
**PROJECT SCOPE**

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

**Summary of Work:**

- The NW 9<sup>th</sup> Avenue improvement Project is a neighborhood roadway and pedestrian improvement project along NW 9<sup>th</sup> Avenue, from Broward Boulevard to Sistrunk Boulevard. The Project is within the Dorsey Riverbend neighborhood. The Project proposes to widen and resurface NW 9<sup>th</sup> Avenue and provides pedestrian lighting, sidewalk, drainage improvements and updated signing and pavement markings in Broward County, Florida.

**Typical Section**

- Generally there are two typical sections. The first typical section with 40' right-of-way from Broward Boulevard to NW 4<sup>th</sup> Street consists of: one 10' travel lane and shared bike lane in each direction, landscape and sidewalk on both sides.
- The second Typical with 70' right-of-way from NW 4<sup>th</sup> Street to Sistrunk Boulevard consists of: One 10' travel lane, a 2' buffer, and a 4' bike lane in each direction, an 8' parking lane along the west side, pedestrian lighting, landscape and sidewalk on both sides.

**ADA**

- Proposed sidewalks will be ADA compliant.

**Lighting**

- Pedestrian solar lighting including wiring will be provided throughout the project limits.

**Drainage**

- Drainage system modifications and improvements including bioswales and French drain will be part of the proposed improvements. Catch basins with frame and grate will also be provided.

**Utilities**

- Potential conflicts with utilities may require relocation following the Department's utility accommodation guidelines.

**Signing and Marking**

- All signing and pavement markings need to be replaced to ensure conformance with the Manual on Uniform Traffic Control Devices (MUTCD).

**Railroad**

- N/A.

**EXHIBIT B**  
**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 9<sup>th</sup> Avenue Improvements from Broward  
Boulevard to Sistrunk Boulevard

CONST. ITEM SEGMENT NO.: 433207-1-52-01/02

F.A.P. NO.: \_\_\_\_\_ LETTING DATE: 12/02/2015

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 right of way maps/sketches have been compared to the construction plans 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)

**CERTIFICATION**

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 27th day of October, 2015  
*Wendy J. Sawyer, Jr.* City Clerk

**RESOLUTION NO. 15-216**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF NW 9<sup>TH</sup> AVENUE FROM BROWARD BOULEVARD TO SISTRUNK BOULEVARD, FM NO. 433207-1-52-02.**

WHEREAS, the City was awarded a Transportation Alternatives Program (TAP) grant in 2012 for the NW 9<sup>th</sup> Avenue Improvement Project within the Dorsey-Riverbend Neighborhood and the Northwest Community Redevelopment Agency (NWCRA); and

WHEREAS, the Florida Department of Transportation (FDOT) has funded \$1,334,313 toward design and construction of the project along with staff time; and

WHEREAS, a public outreach meeting to review the proposed plans was held on July 21, 2015; and

WHEREAS, the total project cost will be approximately \$2,428,022 including the commitment of Northwest Community Redevelopment Agency funds of \$1,093,709 toward the construction;

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

**SECTION 1.** The City Commission authorizes the execution of the Locally Funded Agreement with FDOT, FM NO. 433207-1-52-02 for the construction of NW 9<sup>th</sup> Avenue from Broward Boulevard to Sistrunk Boulevard with the commitment of funding in the approximate amount of \$1,093,709 with the remaining funding coming from the TAP grant awarded to the City in 2012.

ADOPTED this the 6th day of October, 2015.

A handwritten signature in black ink, appearing to read "J. P. Seiler", written over a horizontal line.

Mayor  
JOHN P. "JACK" SEILER

ATTEST:

A handwritten signature in black ink, appearing to read "J. Modarelli", written over a horizontal line.

City Clerk  
JEFFREY A. MODARELLI

L:\COMM 2015\Resolution\Oct 6th\15-216.docx