

11-1-16
WALK-ON
RESOLUTION



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#16-1208

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

FROM: Lee R. Feldman, ICMA-CM, City Manager *Ln.f.f.l.*

DATE: November 1, 2016

TITLE: **Walk-on** - Resolution Authorizing a Locally Funded Agreement with
the Florida Department of Transportation for the Demolition of the
Existing Building, Removal of Railroad Spurs and Underground Storage
Tanks Structures

Recommendation

It is recommended that the City Commission approve a resolution authorizing the City Manager to execute a Locally Funded Agreement (LFA) with the Florida Department of Transportation (FDOT), for \$146,042.08, for the demolition of the existing building, removal of railroad spurs, and underground storage tanks structure.

Background

FDOT has become the lead agency for the Wave Modern Streetcar Project, taking over of the project from South Florida Regional Transportation Authority (SFRTA). FDOT is leading the demolition effort for the property at 1801 SW 1st Avenue, which is required for the construction of the Wave Streetcar Maintenance Facility in Fort Lauderdale, Florida.

The City owns the northern part of the property (0.92 acre), now Broward County Property Appraiser Parcel ID # 5042-15-11-0011 (Exhibit 1) which is the location for the new Fire Station 8 under design. The proposed demolition and removal of tanks is in the interest of both the City and the FDOT and it would be more practical, expeditious, and economical for the FDOT to perform such activities. Under the present proposed agreement (Exhibit 2), the total cost of the project is estimated to be \$383,116.90. The City will pay FDOT the amount of \$146,042.08 for demolition and removal services within the City's property.

Resource Impact

Funds for this agreement in the amount of \$146,042.48 are available in the FY 2017 Community Investment Plan in the project account listed below:

Funds available as of November 1, 2016					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
336-P10909.336- 6534	Southeast Fire Station #8 Design and Construction	Capital Outlay/ Construction	\$4,097,260	\$3,377,405	\$146,042.08
TOTAL AMOUNT ►					\$146,042.08

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Safety Cylinder of Excellence, specifically advancing:

- Goal 9: Be the safest urban coastal City in South Florida through preventative and responsive police and fire protection.
- Objective 2: Provide quick and exceptional fire, medical, and emergency response.

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

Attachments

Exhibit 1 – Location Map

Exhibit 2 – Locally Funded Agreement, FM Nos: 230050-6-C2-01, 431044-2-4B-01, 429545-2-4B-01, and 431045-2-4B-01

Exhibit 3 – Certificate of Liability Insurance

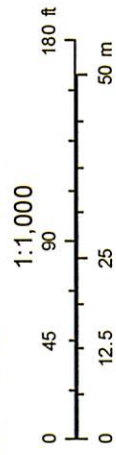
Exhibit 4 – Resolution

Prepared by: Luisa Fernanda Arbeláez, Public Works – Engineering
Alan Dodd, Assistant Public Works Director, Engineering

Department Director: Paul A. Berg, ICMA-CM, Public Works Director



September 23, 2016



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

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

WITNESSETH

WHEREAS, the Wave Modern Streetcar Project is a transit project located in the City of Fort Lauderdale, in Broward County, Florida; and

WHEREAS, as a part of this new Streetcar Project, the property at 1801 SW 1st Avenue, as shown in **Figure 1**, attached hereto and made a part hereof, was purchased by the PARTICIPANT; and

WHEREAS, the PARTICIPANT retained the northern part of the property, now Broward County Property Appraiser Parcel ID # 5042-15-11-0011 (as depicted in **Figure 1**), and transferred Broward County Property Appraiser Parcel ID # 5042-15-11-0020 to the South Florida Regional Transportation Authority (SFRTA); and

WHEREAS, the DEPARTMENT has become the lead agency for the Wave Modern Streetcar Project, taking over of the Project from SFRTA; and

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance under Financial Management (FM) Nos. **230050-6-C2-01, 431044-2-4B-01, 429545-2-4B-01 and 431045-2-4B-01** (Funded in Fiscal Year 2016/2017) for the removal of contaminated soil, railroad spurs and underground storage tanks along with the demolition of the concrete perimeter wall and existing building structure at 1801 SW 1st Avenue, on both parcels described above, which is required for the construction of the Wave Streetcar Maintenance Facility in Broward County, Florida. Refer to **Exhibit A**, Scope of Services attached hereto and made a part hereof; and

WHEREAS, for the purpose of this Agreement, the removal of contaminated soil underground storage tanks, railroad spurs, demolition of the concrete wall and existing building structure as shown in **Figure 1**, is hereinafter referred to as the "Project;" and

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

WHEREAS, the PARTICIPANT by Resolution No. _____, 20____, 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 and State laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no cost to the DEPARTMENT.
4. The PARTICIPANT shall allow the DEPARTMENT, contractors, and subcontractors to access their property to complete the work described in, **Exhibit A**. This Agreement shall constitute a right of entry in the property, Parcel 5042-15-11-0011. The work in this Agreement is pending the DEPARTMENT also being given access to Parcel 5042-15-11-0020 by the appropriate property owner(s). The PARTICIPANT shall not require the DEPARTMENT to obtain any other permits, permissions, or authorizations to perform the work. If Broward County or any other governmental entity with jurisdiction over the Project or Parcel 5042-15-11-0011 requires any Environmental Assessment and Remediation License, or any other license, authorization or permit, for the work on Parcel 5042-15-11-0011, the PARTICIPANT shall be solely responsible for timely obtaining such license, authorization or permit and for paying any fees associated therewith.
5. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT's input in its decisions.
6. The total cost of the Project referenced above is estimated to be **THREE HUNDRED EIGHTY THREE THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND NINETY CENTS (\$383,116.90)**. The PARTICIPANT'S share of the Project is estimated to be **ONE HUNDRED FORTY SIX THOUSAND FORTY TWO DOLLARS AND EIGHT CENTS (\$146,042.08)**. The PARTICIPANT'S share of the Project costs is Forty Two and 54/100 Percent (42.54%) of the Project costs incurred in the Demolition, Demolition Monitoring, Tank and Vault Removal, and Railroad Spur Removal work categories (the "Shared Work Categories", as described in section 7 below. The total cost of the Project for work in the Shared Work Categories is estimated to be **THREE HUNDRED FORTY THREE THOUSAND THREE HUNDRED TWENTY NINE DOLLARS AND TEN CENTS (\$343,329.10)** (the "Shared Work Estimate"). In the event the actual cost of the Project incurred by the DEPARTMENT for work in the Shared Work Categories is less than the Shared Work Estimate, 42.54% of the savings shall be refunded to the PARTICIPANT. In the event the actual cost of the Project for work performed by the DEPARTMENT in the Shared Work Categories exceeds the Shared Work Estimate, the PARTICIPANT shall be solely responsible for 42.54% of the amount of the excess costs over the Shared Work Estimate.

7. In the event the DEPARTMENT does not obtain timely, the ability to enter and proceed with the work on Parcel ID # 5042-15-11-0020, this Agreement may be terminated on the request of either party.
8. The funding the DEPARTMENT receives from the PARTICIPANT shall be allocated as follows:

Demolition of Structure, Perimeter Wall & Removal of Underground Storage Tanks, FEC Railroad Spurs				
Financial Management (FM) Numbers	Description	Department Share	Participant Share	Total
431044-2-4B-01	Abatement	\$3,654.47	\$0.00	\$3,654.47
431045-2-4B-01	Demolition	\$131,270.33	\$108,795.17	\$240,065.50
429545-2-4B-01	Abate Monitoring	\$1,050.00	\$0.00	\$1,050.00
429545-2-4B-01	Demolition Monitoring	\$5,522.79	\$4,577.21	\$10,100.00
230050-6-C2-01	Tank and Vault Removal	\$42,165.29	\$25,247.36	\$67,412.65
230050-6-C2-01	Railroad Spur Removal	\$18,328.62	\$7,422.34	\$25,750.96
230050-6-C2-01	Contaminated Soil Removal Parcel ID # 5042-15-11-0020	\$35,083.33	\$0.00	\$35,083.33
	Total	\$237,074.82	\$146,042.08	\$383,116.90

- A. The PARTICIPANT agrees that it will, within thirty days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount **ONE HUNDRED FORTY SIX THOUSAND FORTY TWO DOLLARS AND EIGHT CENTS (\$146,042.08)** towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement.

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 Numbers 230050-6-C2-01, 431044-2-4B-01, 429545-2-4B-01 and 431045-2-4B-01. The DEPARTMENT shall utilize this amount towards costs of Project Nos. 230050-6-C2-01, 431044-2-4B-01, 429545-2-4B-01 and 431045-2-4B-01.

Payment shall be mailed to:

**Florida Department of Transportation
Program Management Unit - Attention: Norma Corredor
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421**

- B. If the Project costs for work in the Shared Work Categories are projected by the DEPARTMENT to exceed the Shared Work Estimate, the PARTICIPANT will provide an additional deposit equal to 42.54% of the projected excess within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs for work in the Shared Work Categories are in excess of the Shared Work Estimate; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project manager indicating when the deposit will be made. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.
- C. Project modifications occur that increase the PARTICIPANT'S responsibility for payment of total Project costs, 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 PARTICIPANT'S share of the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement
- D. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (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 removal of tanks, spurs, and demolition 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. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs for work in the Shared Work Categories pursuant to the terms of this Agreement establishes that the total deposits made by the PARTICIPANT exceed the PARTICIPANT'S share of the Project costs, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- E. In the event the final accounting of total Project costs for work in the Shared Work Categories establishes that the PARTICIPANT'S share of the Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty 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 calendar days until the invoice is paid.
- F. The payment of funds under this Locally Funded Agreement will be made directly to the Department of Financial Services, Division of Treasury for deposit and as provided in the Three Party Escrow Agreement (EA) 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'**.
9. Upon completion of the Project, the PARTICIPANT shall responsible for the maintenance of the parcel 5042-15-11-0011.
10. 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.
11. 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.
12. 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.
13. Should the DEPARTMENT and the PARTICIPANT decide to proceed with subsequent phases of the Project, the AGREEMENT may be amended to identify the respective responsibilities and the financial arrangements between the parties.
14. Except as otherwise specifically set forth in section 7, this AGREEMENT shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT through completion of the Project as evidenced by the written acceptance of the DEPARTMENT, establishment of the PARTICIPANT'S final share of the Project costs, and payment in full of the PARTICIPANT'S share of the Project costs.

15. 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.
16. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
17. 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, between the PARTICIPANT and the DEPARTMENT. 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.
18. 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: Norma Corredor
With a copy to: Robert Bostian
A third copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Fort Lauderdale- Engineering Division
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attn: Luisa Fernanda Arbelaez
With a copy to: Elizabeth Van Zandt
With a third copy to: City Attorney

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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 _____, hereto attached.]

AGENCY

ATTEST:

CITY OF FORT LAUDERDALE,
through its CITY COMMISSIONERS

Jeffrey A. Modarelli, City Clerk

By: _____
John "Jack" P. Seiler, Mayor

_____ day of _____, 20____

Lee R. Feldman, City Manager

Approved as to form by Office of City Attorney

By: _____
Cole Copertino, Assistance City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20____

Approved:

Approval:

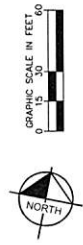
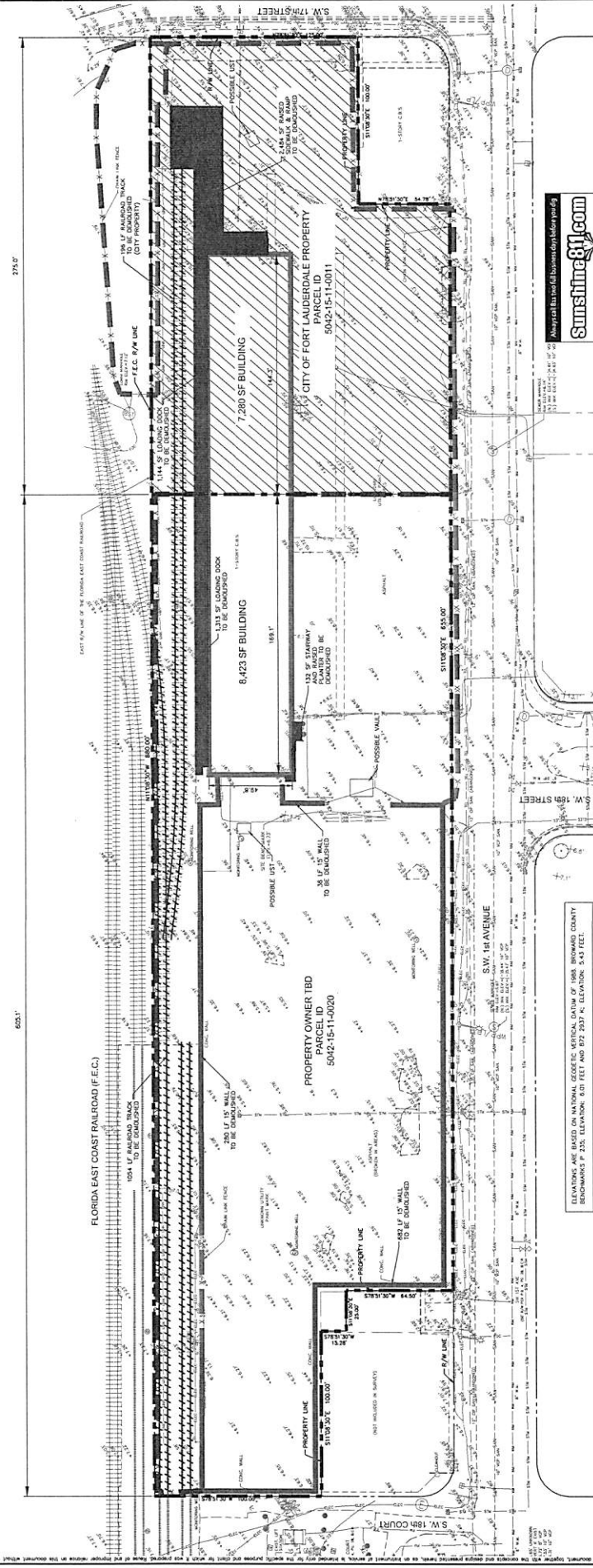
District Program Management Administrator

Office of the General Counsel (Date)

THIS DOCUMENT, TOGETHER WITH ANY AND ALL ATTACHED DRAWINGS, SPECIFICATIONS, AND CONDITIONS, SHALL BE READ AND UNDERSTOOD AS A SINGLE CONTRACT DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

LEGEND

- EXISTING CONCRETE WALL (APPROX 15' TALL)
- EXISTING 8 FT CHAIN LINK FENCE WITH 3-STRAND BARBED WIRE
- EXISTING 6 FT CHAIN LINK FENCE WITH 3-STRAND BARBED WIRE
- PROPOSED 6 FT TYPE B FENCE - BLACK VINYL CHAIN LINK FENCE
- EXISTING BUILDING
- PROPERTY LINE
- EXISTING TRACK TO BE REMOVED (ACCOUNTS FOR TWO RAILS)



NO.	REVIEWS	DATE	BY	KIMLEY-HORN	PWA PROJECT 0435590000 DATE 09/08/2015 SCALE: AS SHOWN DESIGNED BY: TJM DRAWN BY: TJM CHECKED BY: MSG	CITY OF FT. LAUDERDALE	FLORIDA	DATE: 9/08/2015	FLORIDA LICENSE NUMBER 03072	LISENSED PROFESSIONAL MATTHEW S. DESON	SHEET NUMBER 1/1

Kimley»Horn
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.
600 NORTH PINE ISLAND ROAD, SUITE 450, PLANTATION, FL 33324
PHONE: 954-355-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM FLA. REGISTRATION NO. 000000000000

WAVE STREETCAR MAINTENANCE FACILITY

FIGURE 1

Sunshine811.com
Any project that uses 811 business days before you dig

EXHIBIT A
SCOPE OF SERVICES
FM #'s 230050-6-C2-01
431044-2-4B-01
429545-2-4B-01
431045-2-4B-01

The following items define the scope of services to be included in the Department's Streetcar Project:

- Abate all asbestos in the building.
- Remove Underground Storage Tanks and Underground Vault and backfill with clean soil.
- Remove railroad track and ties.
- Demolish and remove building, loading dock, stairway, and sidewalk.
- Remove contaminated soil on Parcel ID # 5042-15-11-0020.

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: Demolition of Existing Building Structure

Project No's: 230050-6-C2-01, 431044-2-4B-01, 429545-2-4B-01 and 431045-2-4B-01

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



9051

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): (813) 639-3000 FAX (A/C, No): (855) 299-7117 E-MAIL ADDRESS: clw.certrequest@wellsfargo.com	
INSURED Cross Environmental Services, Inc. P. O. Box 1299 Crystal Springs, FL 33524	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Starr Surplus Lines Ins. Co.	13604
	INSURER B: Starr Indemnity and Liability Company	38318
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 11039191**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Max. Agg. Per Policy \$10,000,000 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		1000065425161 BI / PD Combined \$5,000 Ded Per Claim	03/01/2016	03/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		SISIPCA08322716 includes MCS 90	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1000002025	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder & those required by written contract are named as additional insured as it relates to general & automobile liability (CG 2010 & CG 2037) when required by written contract and in accordance with the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Ft. Lauderdale
100 N. Andrews Ave.
Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 11027065 issued on 10/26/2016)

CAM 16-1208

Exhibit 3

Page 1 of 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FORT LAUDERDALE, FLORIDA RELATING TO ENVIRONMENTAL REMEDIATION AND DEMOLITION OF BUILDINGS AND OTHER STRUCTURES LOCATED AT 1801 SW FIRST AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale owns a portion of the property located at 1801 SW First Avenue and intends to construct a fire station thereon (the "Property"); and

WHEREAS, the State of Florida, Department of Transportation ("FDOT") owns the adjacent property and intends to construct the WAVE Maintenance Facility thereon; and

WHEREAS, contaminated soil, railroad spurs, underground storage tanks, perimeter walls and buildings are located on both parcels; and

WHEREAS, FDOT has agreed to perform all environmental remediation and to remove the perimeter wall, railroad spurs and existing buildings in accordance with the terms and conditions of the Locally Funded Agreement; and

WHEREAS, the City of Fort Lauderdale has agreed to pay its pro rata share for the scope of work.

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

SECTION 1. The recitals are true and correct and hereby incorporated in this Resolution.

SECTION 2. The Locally Funded Agreement is ratified and approved. The City Manager is hereby authorized, empowered and directed to execute the Locally Funded Agreement on behalf of the City, subject to final approval by the City Attorney's office.

SECTION 3. That this Resolution shall be in full force and effect upon final passage.

Approved this the ____ day of _____, 2016.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JEFFREY A. MODARELLI