





***Florida Department of Transportation***

**RICK SCOTT  
GOVERNOR**

District Four Office  
3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309-3421

**JIM BOXOLD  
SECRETARY**

December 5, 2016

**Ms. Luisa Fernanda Arbelaez  
City of Fort Lauderdale- Engineering Division  
100 N. Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301**

**RE: Local Funded Agreement**  
**FM: 230050-6-C2-01; 431044-2-4B-01; 429545-2-4B-01; 431045-2-4B-01**  
**Description:** Removal of contaminated soil, railroad spurs and underground storage tanks along with the demolition of concrete perimeter wall and existing building structure at 1801 SW 1<sup>st</sup> Avenue under the Wave Modern Streetcar Project.

Dear Ms. Arbelaez:

Enclosed please find a copy of a fully executed **Local Funded Agreement** for the Project referenced above. Also included is a copy of the **Resolution No. 16-193**. Said document is to be retained for your records.

Should you have any questions, please contact me at (954) 777- 4066.

Sincerely,

Norma C. Corredor  
Program Management Unit

NC/s  
Enclosure: LFA Agreement,  
Copy: Robert Bostian, P.E. - FDOT Project Manager  
Antonette P. Adams, Work Program Manager  
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 1<sup>st</sup> day of December, 2016, 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 1<sup>st</sup> 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 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 1<sup>st</sup> 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. 16-193, 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:

<b>Demolition of Structure, Perimeter Wall &amp; Removal of Underground Storage Tanks, FEC Railroad Spurs</b>				
<b>Financial Management (FM) Numbers</b>	<b>Description</b>	<b>Department Share</b>	<b>Participant Share</b>	<b>Total</b>
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 # <u>5042-15-11-0020</u>	\$35,083.33	\$0.00	\$35,083.33
	<b>Total</b>	<b>\$237,074.82</b>	<b>\$146,042.08</b>	<b>\$383,116.90</b>

- 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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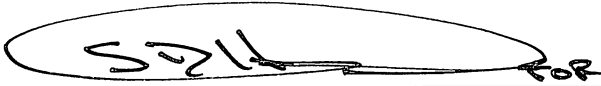


IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. [Authorization has been given to enter into and execute this Agreement by Resolution No 16-193, hereto attached.]

AGENCY

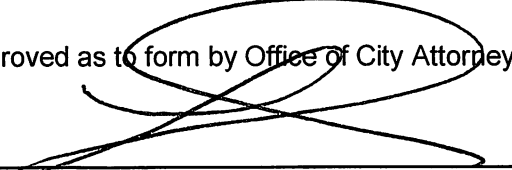
ATTEST:

CITY OF FORT LAUDERDALE,  
through its CITY COMMISSIONERS

  
\_\_\_\_\_  
Lee R. Feldman, City Manager

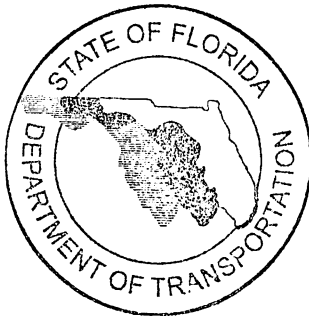
18 day of NOVEMBER, 20 16.

Approved as to form by Office of City Attorney

By:   
\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

DEPARTMENT

ATTEST:



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

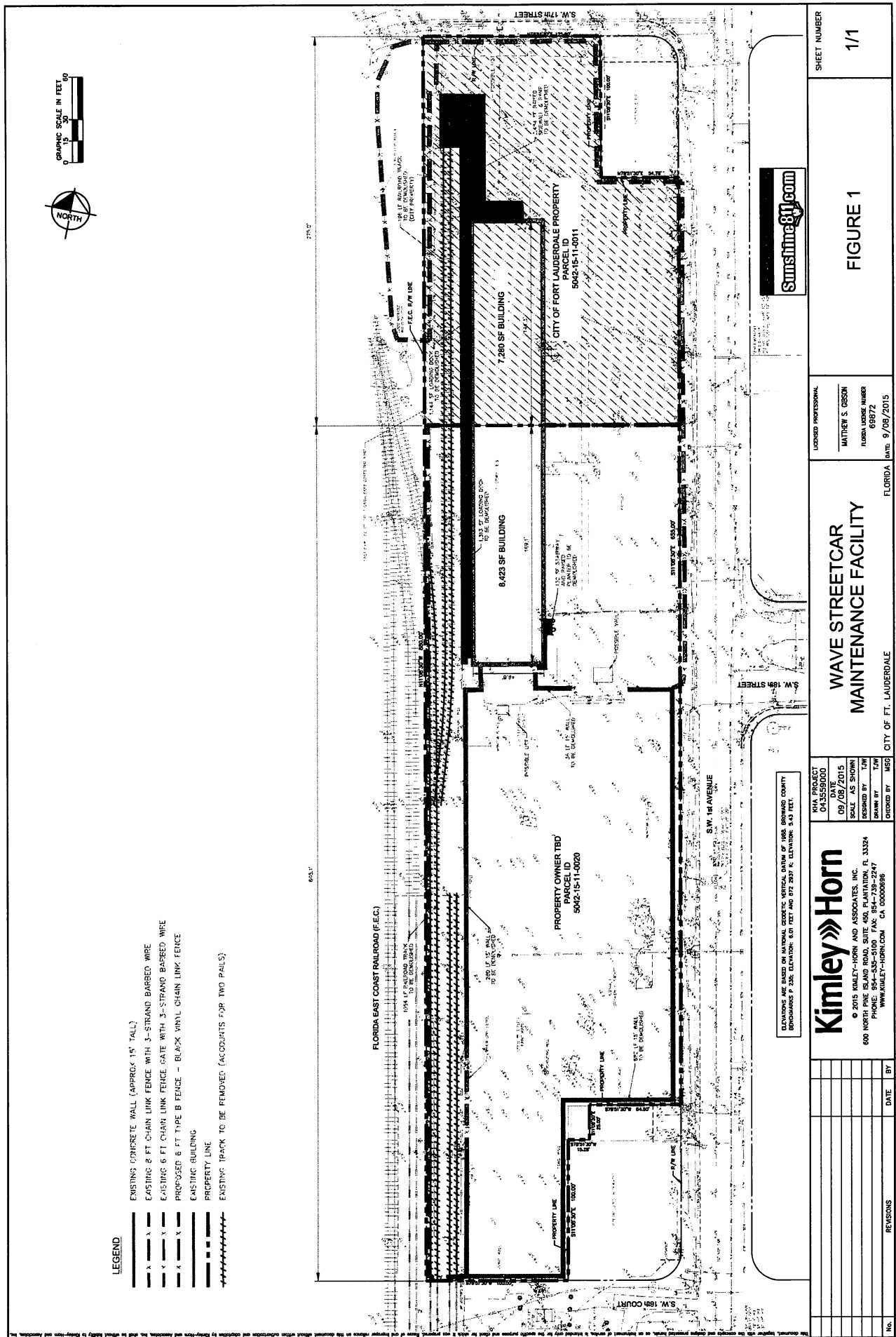
1<sup>st</sup> day of December, 20 16

Approved:

Approval:

  
\_\_\_\_\_  
District Program Management Administrator

 11/30/2016  
\_\_\_\_\_  
Office of the General Counsel (Date)



**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

VERY IMPORTANT - PLEASE READ

A fully executed original of this agreement along with a copy of the Routing Form  
must be returned to the Fort Lauderdale City Clerk's Office at:

City Clerk's Office  
City of Fort Lauderdale  
Attention: Wendy Gonyea  
100 N. Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

Thank you

