

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 the City of Fort Lauderdale at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the PARTICIPANT.

**WITNESSETH**

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide financial assistance to the DEPARTMENT for the milling and resurfacing, pedestrian, and bicycle facilities improvements of Riverland Road/SW 27<sup>th</sup> Avenue from SW 34<sup>th</sup> Way (MP 0.77) to SW 21<sup>st</sup> Street (MP 1.855) in Broward County, Florida. (Financial Management (FM) Numbers 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03 Funded in Fiscal Year 2019/2020) hereinafter referred to the "Project"; and

WHEREAS, hereto incorporate the following FM numbers to this Agreement are part of the Regional Complete Streets Initiative projects as follows:

- Hammondville Road from Powerline Road to East of SR-9/I-95 in Broward County FMs 440746-1-52-01, 440746-1-62-01 and 440746-1-62-03.
- NW 31st Avenue, from SR-870/Commercial Blvd to McNab Road FMs 440746-2-52-01, 440746-2-62-01 and 440746-2-62-03.
- SR845/Powerline Road from SR816/Oakland Park Blvd to SR870/Commercial Blvd FMs 440746-3-52-01, 440746-3-62-01 and 440746-3-62-03.
- Lauderdale Lakes Greenway from NW 29th Avenue to NW 31st Avenue Intersection FMs 440746-4-52-01, 440746-4-62-01 and 440746-4-62-03.
- Riverland Road/SW 27th Avenue, from east of SR7/US441 (MP 0.231) to SW 34<sup>th</sup> Way (MP 0.771), SW 21<sup>st</sup> Street (MP 1.855) to Davie Blvd (MP 2.594), Davie Blvd (MP 0.00) to Broward Blvd (MP 1.038) in Broward County FMs 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03.

as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the "Complete Street Projects"; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT; and

WHEREAS, the PARTICIPANT by Resolution No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the City Manager to execute 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 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 input in its PARTICIPANT decisions.
5. The total local contribution cost for construction of the Complete Street Projects is estimated to be EIGHT MILLION SEVENTY SIX THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND NO CENTS (\$8,076,618.00). The PARTICIPANT's payment for the Project is NINE HUNDRED AND TWENTY FOUR THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$924,678.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided and are not utilized in its entirety, the balance shall be utilized for the Complete Street Projects. Such Complete Street Projects are noted below:

FM #	Description	Agency	Amount (Phase 52/62)
440746-1	Hammondville Road	Pompano Beach	3,672,180.00
440746-2	NW 31st Avenue	Broward County	1,919,055.00
440746-3	Powerline Road	Oakland Park	698,087.00
440746-4	Greenway	Lauderdale Lakes	261,177.00
440746-5	Riverland Road	Broward County	601,441.00
		Fort Lauderdale	924,678.00
		<b>Total Amount</b>	<b>8,076,618.00</b>

- (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of NINE HUNDRED AND TWENTY FOUR THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$924,678.00) towards the Complete Street Projects Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be terminated and the Project

not constructed.

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 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03. The DEPARTMENT shall utilize this amount towards costs of Project Nos. 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03.

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) The PARTICIPANT's share of the accepted bid for the Project plus allowances, hereinafter referred to as "Total Accepted Bid". Allowances for this Complete Streets project are defined as Contingency percentage (20% of total project cost). If the PARTICIPANT's share of the Total Accepted Bid for the Project 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 Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the Total Accepted Bid amount for the Project. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Total Accepted Bid amount for the Project are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent, not to be unreasonably withheld, to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and not construct the Project.
- (C) Should Project modifications occur that increase the PARTICIPANT's payment for the 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 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 and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project and 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. 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 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.
- 6. Upon completion of the Project and the DEPARTMENT'S work, the PARTICIPANT shall be responsible for the maintenance of Riverland Road/SW 27<sup>th</sup> Avenue from SW 34<sup>th</sup> Way (MP 0.77) to SW 21<sup>st</sup> Street (MP 1.855) in and shall comply with the provisions set forth in the District Four Highway Maintenance Memorandum of Agreement (HMMOA) a copy of which is attached hereto and made a part hereof as **Exhibit B**. The terms of this paragraph shall survive the termination of this Agreement.
  - 7. 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.
  - 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 is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2023, 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. 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 is governed by and construed in accordance with the laws of the State of Florida.
13. 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.
14. 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: Thuc Le  
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

Christopher J. Lagerbloom, ICMA-CM  
City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

City of Fort Lauderdale  
Transportation & Mobility  
Department  
290 NE 3rd Avenue  
Fort Lauderdale, Florida 33301  
Attn: Director of Transportation and Mobility

With a copy to:

Karen Warfel, Transportation Planning Manager  
City of Fort Lauderdale  
Transportation and Mobility  
290 NE 3rd Ave.  
Fort Lauderdale, Florida 33301

With a copy to:

Alain Boileau, Esq.  
City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

***The remainder of this page is intentionally left blank.***

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution Number \_\_\_\_\_, hereto attached.

PARTICIPANT  
ATTEST:

CITY OF FORT LAUDERDALE,  
through its CITY COMMISSIONERS

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

BY: \_\_\_\_\_  
Dean J. Trantalis, Mayor

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

\_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM, City Manager

Approved as to form by Office of City Attorney:

BY: \_\_\_\_\_  
Shari C. Wallen, Assistant City Attorney

DEPARTMENT:  
ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

BY: \_\_\_\_\_  
STACY L. MILLER, P.E.

Title: Transportation Development Director

APPROVED:

FDOT LEGAL REVIEW:

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

BY: \_\_\_\_\_  
Office of the General Counsel

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**FM#s 440746-5-52-01, 440746-5-62-01 & 440746-5-62-03**

The Complete Street Projects will fill in gaps and extend the reach of the existing Broward Regional Complete Streets network. The Complete Street Projects will construct approximately nine miles of bicycle and pedestrian facilities, including buffered bike lanes, a multi-purpose path, new ADA-compliant sidewalks, pedestrian and vehicular lighting, and landscaping.

The five Complete Street Projects will provide a unique connection to the overall network. Recognizing the specific context of each project, detailed descriptions of the individual improvements are provided below:

Hammondville Road (FM) Numbers 440746-1-52-01, 440746-1-62-01 and 440746-1-62-03.

Resurface and reduce through lane widths to accommodate 7-foot buffered bike lanes in each direction from Powerline Road to I-95. Existing sidewalks requiring reconstruction will be retrofitted to ensure they comply with ADA standards. Drainage will be modified as necessary as part of this Project. Pedestrian and vehicular lighting will be provided, in addition to landscaping.

NW 31st Avenue (FM) Numbers 440746-2-52-01, 440746-2-62-01 and 440746-2-62-03.

Mill and resurface, reduce the width of three travel lanes from 12 feet to 10 or 11 feet to accommodate a continuous 5 feet bicycle lane from Commercial Blvd to Cypress Creek Road/NW 62nd Street and a 3' shoulder from Cypress Creek Road/NW 62nd Street to McNab Road due to narrow pavement and median widths. New mast arms will be included at three intersections.

Powerline Road (FM) Numbers 440746-3-52-01, 440746-3-62-01 and 440746-3-62-03.

Mill and resurface portions of the roadway to repurpose the outside travel lanes to accommodate a 7-foot buffered bicycle lane in both directions and provide sections of 4 feet landscape islands where feasible from Oakland Park Boulevard to Commercial Boulevard.

Lauderdale Lakes Greenway (FM) Numbers 440746-4-52-01, 440746-4-62-01 and 440746-4-62-03.

Extend the Lauderdale Lakes Greenway multi-purpose path including landscaping from NW 29th Avenue to the NW 31st Avenue intersection, providing continuous connection to the remainder of the Greenway.

Riverland Road/SW 27th Avenue (FM) Number 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03.

The project will mill, resurface, widen and restripe the existing roadway to accommodate 5-foot bike lanes in both directions of Riverland Road from SR-7 to Davie Boulevard. Additional work includes restriping existing lanes configuration to remove a single travel lane in each direction and provide buffered bicycle lanes from Davie Boulevard to Broward Boulevard. This will include reconstruction of sidewalks and/or crosswalks to comply with ADA standards and appropriate signage and restriping. Other improvements include internally illuminated reflective pavement markers (IIRPM) throughout entire project to clearly delineate the travel lane and bicycle lanes, reshaping roadside swales, tree protection and tree mitigation, curb, sidewalk, driveway reconstruction, drainage improvements, signing and pavement marking, replacement of two span wire signals with new mast arm signals and signal modification.



**EXHIBIT B**

**HIGHWAY MAINTENANCE  
MEMORANDUM OF AGREEMENT  
(HMMOA)**