

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 North Andrews Avenue, Fort Lauderdale, Florida, 33301 hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain aesthetic improvements in connection with the DEPARTMENT's project to install new mast arms at the intersection of SR A1A and SE 5th Street in City of Fort Lauderdale, Florida. (Financial Management (FM) Number 436219-3-72-05, Funded in Fiscal Year 2021); and

WHEREAS, the PARTICIPANT is providing the DEPARTMENT financial assistance for coating of two trombone mast arms to be powder coated black located on SR A1A and SE 5th Street, City of Fort Lauderdale in City of Fort Lauderdale, Broward County (FM No. 436219-3-72-05, Funded in Fiscal Year 2021), 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. _____ adopted on _____, 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 PARTICIPANT is responsible for 100% of the Project costs. The total cost for the Project is estimated to be TWENTY TWO THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND NO CENTS (\$22,379.00). The PARTICIPANT shall pay for the total amount estimated at TWENTY TWO THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND NO CENTS (\$22,379.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of

the Project results in a decrease to the PARTICIPANT's share, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount TWENTY TWO THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND NO CENTS (\$22,379.00) towards the Project 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 mast arm assembly shall be installed but not coated with black powder.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 436219-3-72-05. The DEPARTMENT shall utilize this amount towards costs of Project No. 436219-3-72-05.

Payment shall be mailed to:

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

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 436219-3-72-05.

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Kenneth Ward at 850-414-4886. In addition to calling Mr. Ward, please send an email notification to Norma Corredor at norma.corredor@dot.state.fl.us stating the day and time the wire transfer was sent.

- 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 for the

Project 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 Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount for the Project 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 the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

- C. If the Project costs are in excess of the advance deposit, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Project costs are in excess of the advance deposit amount; however, failure of the DEPARTMENT to notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- D. Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual cost will exceed the PARTICIPANT's payment. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty

(360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
 - G. The payment of funds under this Agreement, once they are received by the DEPARTMENT from the PARTICIPANT, will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached 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 **as Exhibit B**.
- 5. The PARTICIPANT shall be responsible for the maintenance of the Project and shall comply with the provisions set forth in the Maintenance Memorandum of Agreement dated (MMOA), **Exhibit C**, which is attached hereto and made a part hereof. 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. Should the DEPARTMENT and the PARTICIPANT decide to proceed with subsequent phases of the Project 436219-3-72-05, the Agreement may be amended to identify the respective responsibilities and the financial arrangements between the parties.
 - 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 436219-3-72-05 and the intersection improvements work is completed as evidenced by the written acceptance of the DEPARTMENT.

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: Rana Keel
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

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

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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 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: _____
Kimberly Cunningham Mosley, Assistant City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Paul Lampley, P.E.

Title: Director of Operations

APPROVED:

FDOT LEGAL REVIEW:

District Program Management Administrator

BY: _____
Office of the General Counsel

EXHIBIT A
SCOPE OF SERVICES
SR-A1A and SE 5th Street
City of Fort Lauderdale
FM #436219-3-72-05

The DEPARTMENT's project is to install new mast arms at the intersection of SR A1A and SE 5th Street in City of Fort Lauderdale, Florida. The purpose of this Agreement is to have these structures powder coated black to match the others along SR A1A corridor.

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: Painting of Mast Arm

FM #: 436219-3-72-05

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.

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.

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

BY: _____
NAME: Dean J. Trantalis
TITLE: MAYOR
_____ day of _____, 20____
VF 596-000-319-005
Federal Employer I.D. Number

Date

For FDOT (signature)

Name and Title

59-3024028

Federal Employer I.D. Number

Date

ATTEST:

FDOT Legal Review:

Jeffrey A. Modarelli, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For Escrow Agent (signature)

Name and Title

BY: _____
CITY ATTORNEY

EXHIBIT C

MAINTENANCE MEMORANDUM OF AGREEMENT

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT**

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

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road A1A at SE 5th Street M.P. 2.795; and

WHEREAS the **DEPARTMENT** seeks to install or paint and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road A1A at SE 5th Street M.P. 2.795. (within the limits of the **AGENCY**); and

WHEREAS it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the solar black powder coating finish on the mast arm assemblies (includes upright pole and arm) within the project limits under Project Number 436219-3-72-04/05 along State Road A1A at SE 5th Street M.P. 2.795; hereinafter called **IMPROVEMENTS**; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A** (Project Location and Location Map) and **Exhibit B** (Signalization Plans), which will benefit the **AGENCY**; and

WHEREAS, the **AGENCY** has agreed to enter into a Locally Funded Agreement (LFA) to fund the costs differential to install the **IMPROVEMENTS**, to be executed concurrently with this **AGREEMENT** as indicated in **Exhibit A** and **Exhibit B**; and

WHEREAS, as Broward County, (the maintaining signal **AGENCY**), has no objection to this project, as indicated in **Exhibit C** (Broward County Acknowledgement Letter); and

WHEREAS the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution No. _____ dated _____, 20____, 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. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** shall construct under FM# 436219-3-72-04/05 the **IMPROVEMENTS** as detailed in **Exhibit A and Exhibit B**, which will benefit the **AGENCY**.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** as provided herein. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of the color coated painted mast arm assemblies (includes upright pole and arm) within the project limits. Non-standard items are defined as items requested by the **AGENCY** that are not defined in the **DEPARTMENT'S** Design Standards. This includes the **IMPROVEMENTS** within the project limits as referenced in **Exhibit A**.

- 1) The **AGENCY** shall be solely responsible for the maintenance and preservation of **IMPROVEMENTS** within the project limits. The **AGENCY** shall inspect the painted color coatings on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit D** (Maintenance Plan Requirements).
- 2) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from the **AGENCY's** approved Maintenance Plan as referenced in **Exhibit D** without approval from the **DEPARTMENT**.
- 3) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets occurring as a result of maintaining the painted color coating operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) DOT Plans Preparation Manual (PPM), (c) Florida Green Book, (d) Standard Specifications for Roadway and Bridge Construction, as amended, (e) FDOT Design Standards and (f) Manual on Uniform Traffic Control Devices (MUTCD) and (g) Maintenance Rating Program (MRP).

- 1) The **AGENCY** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the

DEPARTMENT.

- C. Maintenance shall include but not be limited to graffiti removal (**Graffiti is defined as painting, writing, and stickers on any part of the mast arm assembly**), spot painting and/or repairing of any parts of the painted mast arm assembly.
- D. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the department within the Agency(ies) responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact the Agency(ies) regarding problems with the **IMPROVEMENTS**. The Agency(ies) shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- E. Any work impacting traffic flow on State Road A1A at SE 5th Street M.P. 2.795 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the CITY OF FORT LAUDERDALE CITY MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
 - 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
 - 2) If the **AGENCY** does not maintain the color coated painted mast arm assemblies (includes upright pole and arm), the **DEPARTMENT** may remove all color coated painted mast arm assemblies (includes upright pole and arm) and repair or replace any damaged galvanizing with **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The cost for such work will be charged to the **AGENCY**.
 - 3) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.

- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of the **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the **IMPROVEMENTS** install under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

This **AGENCY** may construct additional improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- A. Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- B. The **AGENCY** shall procure a permit and/or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.
- C. All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- D. The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** with regard to any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under any one (1) of the following conditions:

- A. By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- B. By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- C. By the **DEPARTMENT** with a six (6) month written notice.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
 - 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
 - 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- A. 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** for the work performed under this **AGREEMENT**; and

- B. Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter (painting of mast arms) hereof that are not merged herein and superseded hereby except the LFA mentioned above.

12. LIABILITY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

16. NOTICES

Any and all notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

City of Fort Lauderdale
Attention: Chris Lagerbloom
100 N Andrews Avenue
Fort Lauderdale, Florida

17. LIST OF EXHIBITS

Exhibit A: Project Location and Location Map
Exhibit B: Signalization Plans
Exhibit C: Broward County Acknowledgement Letter
Exhibit D: Maintenance Plan Requirements

IN WITNESS OF THE FOREGOING, the parties hereto have executed this **AGREEMENT** effective the day and year first above written.

AGENCY:

ATTEST:

CITY OF FORT LAUDERDALE BY
ITS CITY COMMISSION:

CITY CLERK
(SEAL)

Sign: _____
City Manager

Print Name: Chris Lagerbloom _____

Date: _____

Legal Review:

Sign: _____
City Attorney

Print Name: _____

Date: _____

IN WITNESS OF THE FOREGOING, the parties hereto have executed this **AGREEMENT** effective the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Director of Operations

Print Name: Paul A. Lampley, P.E.

Date: _____

Legal Review:

Sign: _____
District General Counsel

Print Name: Dawn Raduano

Date: _____

EXHIBIT A

PROJECT LOCATION AND LOCATION MAP

A. PROJECT LOCATION

The **AGENCY** shall maintain the solar black color painted mast arm assemblies (includes upright pole and arm) within the project limits under Project Number 436219-3-72-04/05 at the intersection of State Road A1A at SE 5th Street (M.P. 2.795).

B. PROJECT AERIAL



EXHIBIT B

SIGNALIZATION PLANS

Signalization plans digitally signed and sealed by **Someone's Name, P. E., Company Name** dated **Some date, 2021**, as approved by the **DEPARTMENT**.

SIGNALIZATION PLANS (attached)

Sheets Included:

PDF Page No. (#)	Plan Sheet (#)	Sheet(s) Description
13	1	KEY SHEET AND TABULATION OF QUANTITIES
14	2	SIGNATURE SHEET
15	3	GENERAL NOTES
16	4	TEMPOARY TRAFFIC CONTROL NOTES
17	5	SIGNALIZATION PLAN
18	6	GUIDE SIGN WORKSHEET
19	7	MAST ARM TABULATION SHEET
20	8	ULTIMATE LOADING
21	9	MAST ARM ELEVATION
22-23	10-11	MAST ARM DETAILS
24	12	UTILITY LOCATION PLAN
25	UTV-1	VERIFIED UTILITY LOCATE SHEET
26	CTL-1	PROJECT CONTROL
27	GT-1	REPORT OF CORE BORINGS

EXHIBIT C

BROWARD COUNTY ACKNOWLEDGEMENT LETTER (attached)

[The remainder of this page intentionally left blank.]

EXHIBIT D

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the colored coatings on mast arm assemblies and bollards in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair