

RESOLUTION NO. R-CRA-2024-05

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO ISSUE A CHANGE ORDER WITH BURKHARDT CONSTRUCTION, INC. FOR THE INSTALLATION OF A PEDESTRIAN CROSSING MAST ARM AT THE INTERSECTION OF CAROLINA STREET AND STATE ROAD A1A TO INCREASE THE CONTRACT AMOUNT FROM \$12,805,794.98 TO \$13,425,883.67 AND EXTEND THE CONTRACT COMPLETION DATE; AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT WITH OCEANSIDE MARINA LLC FOR THE REIMBURSEMENT OF 50% OF THE COST OF CONSTRUCTION; FURTHER AUTHORIZING THE CRA EXECUTIVE DIRECTOR TO EXECUTE ALL APPLICABLE AGREEMENTS AND DOCUMENTS TO IMPLEMENT THE PROJECT.

WHEREAS, the Hollywood Beach Community Redevelopment Agency ("CRA") Plan identified the need to redevelop the State Road A1A corridor from Hollywood Boulevard to Sherman Street by improving circulation for pedestrians, bicyclists, and motorists and by undergrounding the overhead utilities lines along State Road A1A; and

WHEREAS, on October 6, 2023, the CRA Board passed and adopted Resolution No. R-BCRA-2021-52, approving a Contract in the amount up to \$12,805,794.98 with Burkhardt Construction, Inc. ("Burkhardt") for Undergrounding of Overhead Utilities; and

WHEREAS, the CRA desires to issue a change order to increase the Contract amount from \$12,805,794.98 to \$13,425,883.67, an increase of \$620,088.69, to furnish and install pedestrian crossing mast arm at the intersection of Carolina Street and State Road A1A; and

WHEREAS, the CRA and Kimley-Horn and Associates ("Kimley") identified the need to add signalized pedestrian crossings at three intersections to promote safety for pedestrian circulation; and

WHEREAS, on September 4, 2013, the City Commission approved and adopted Resolution No. R-2013-251, expressing a commitment to Complete Streets Policies and Practices Program ("Complete Streets"), which encourage the design, planning and construction of safer, healthier streets and ultimately increase physical activity and the health of neighborhoods; and

WHEREAS, on July 2, 2014, the CRA Board approved and adopted Resolution No. R-BCRA-2014-30 authorizing the appropriate CRA officials to execute a Notice to Proceed with Kimley to provide consulting for the Complete Streets project along State Road A1A between Hollywood Boulevard and Sheridan Street; and

WHEREAS, Kimley has prepared plans and specifications implementing the application of the Complete Streets guidelines along State Road A1A and the Undergrounding of Overhead Utilities from Hollywood Boulevard to Sheridan Street; and

WHEREAS, on October 6, 2021, the CRA Board approved and adopted Resolution No. R-BCRA-2021-52, authorizing the appropriate CRA officials to execute an Agreement with Burkhardt for the Undergrounding of Overhead Utilities from Hollywood Boulevard to Sheridan Street; and

WHEREAS, construction of the Complete Streets along State Road A1A from Hollywood Boulevard to Sheridan Street started in January 2022 and is currently in progress, including a traffic signal at the Garfield Street intersection; and

WHEREAS, on April 7, 2021, pursuant to Resolution No. R-BCRA-2021-17, the CRA Board authorized the appropriate CRA officials to enter into another Agreement for consulting services for pedestrian crossings at the intersections of State Road A1A with Scott Street, Carolina Street, and Nebraska Street; and

WHEREAS, the CRA requested a cost proposal from Burkhardt for the construction of the pedestrian crossings at the intersection of Carolina Street and State Road A1A, attached as "Exhibit A"; and

WHEREAS, Section 38.48(A) of the Procurement Code states that a change order means changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto; and

WHEREAS, the developer, Oceanside Marina, LLC ("Oceanside"), desires the installation of a signalized pedestrian crossing at State Road A1A and Carolina Street to provide a safe pedestrian crossing to and from the new proposed development at 2308 N. Ocean Drive; and

WHEREAS, the CRA desires to execute a Development Agreement with Oceanside to equally share the cost of the signalized pedestrian crossing installation at the intersection of Carolina Street and State Road A1A, attached as "Exhibit B"; and

WHEREAS, to build the pedestrian signal under the current construction work along State Road A1A from Hollywood Boulevard to Sheridan Street, a change order needs to be authorized by the CRA Board; and



WHEREAS, the Executive Director of the CRA recommends that the Board authorize the appropriate CRA officials to execute the attached change order with Burkhardt in an amount up to \$620,088.69 and extend the contract time for an additional 240 days; and

WHEREAS, funding for this expenditure is available in the Beach CRA FY 2024 account number 163.639901.55200.563010.001457.000.000 – (Traffic Signal - Nebraska/Carolina/Scott Streets).

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate CRA officials, of a change order with Burkhardt, together with such non-material changes as may be subsequently agreed to by the Executive Director of the CRA and approved as to form by the CRA’s General Counsel.

Section 3: That it approves and authorizes the execution, by the appropriate CRA officials, of the attached Development Agreement with Oceanside, together with such non-material changes as may be subsequently agreed to by the Executive Director of the CRA and approved as to form by the CRA’s General Counsel.

Section 4: That it authorizes the Executive Director to execute all applicable agreements and documents to implement the project.

Section 5: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 17<sup>th</sup> day of JANUARY, 2024.


ATTEST:

  
\_\_\_\_\_  
PHYLLIS LEWIS, BOARD SECRETARY

HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT  
AGENCY

  
\_\_\_\_\_  
JOSH LEVY, CHAIR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS R. GONZALES  
GENERAL COUNSEL



**HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY**

1948 Harrison Street  
Hollywood, FL 33020  
Phone: (954) 924-2980 Fax: (954) 924-2981

**CONTRACT CHANGE ORDER NO. 1**

**DATE:** 9/21/2023

**PROJECT NAME:** Undergrounding of Overhead Utilities and Streetscape  
Beautification at SR A1A From Hollywood Blvd. to  
Sheridan St.

**PROJECT NO.:** BCRA - 12-029

**CONTRACTOR** Burkhardt Construction, Inc.  
**& ADDRESS:** 1400 Alabama Ave. Suite #20  
West Palm Beach, FL 33401

**CONTRACT DATE:** 10/21/2021

**ACCOUNT NO.:** 163.639901.55200.563010.001105.000.000

**STATEMENT OF CHANGE:**

IN COMPLIANCE WITH ARTICLE 10 AND ARTICLE 11 OF THE GENERAL CONDITIONS IN THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CRA DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES. ADDITIONS OR DELETIONS TO THE WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

**NO DAMAGES FOR DELAY.** NO CLAIM FOR DAMAGES OR ANY CLAIM, OTHER THAN FOR AN EXTENSION OF TIME, SHALL BE MADE OR ASSERTED AGAINST CRA BY REASON OF ANY DELAYS. CONTRACTOR SHALL NOT BE ENTITLED TO AN INCREASE IN THE CONTRACT PRICE OR PAYMENT OR COMPENSATION OF ANY KIND FROM CRA FOR DIRECT, INDIRECT, CONSEQUENTIAL, IMPACT OR OTHER COSTS, EXPENSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF MOBILIZATION, DOWNTIME ACCELERATION OR INEFFICIENCY, ARISING BECAUSE OF DELAY, DISRUPTION, INTERFERENCE OR HINDRANCE FROM ANY CAUSE WHATSOEVER, WHETHER SUCH DELAY, DISRUPTION, INTERFERENCE OR HINDRANCE BE REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, OR AVOIDABLE OR UNAVOIDABLE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT PRECLUDE RECOVERY OF DAMAGES BY CONTRACTOR FOR HINDRANCES OR DELAYS DUE SOLELY TO FRAUD, BAD FAITH OR ACTIVE, INTENTIONAL INTERFERENCE ON THE PART OF CRA OR ITS AGENTS. OTHERWISE, CONTRACTOR SHALL BE ENTITLED ONLY TO EXTENSIONS OF THE CONTRACT TIME AS THE SOLE AND EXCLUSIVE REMEDY FOR SUCH RESULTING DELAY, IN ACCORDANCE WITH AND TO THE EXTENT SPECIFICALLY

PROVIDED ABOVE. THIS CHANGE ORDER INCLUDES ALL CONTRACTOR'S HOME-OFFICE OVERHEAD OR DELAY DAMAGES AND PROFIT, ALLIED OR INCIDENTAL DAMAGES AND ALL OTHER CLAIMS OR IMPOSITIONS RELATED THERETO. NO RESERVATION OF RIGHTS IS TAKEN FROM THE FOREGOING STATEMENT.

DESCRIPTION OF CHANGE	REASON of CHANGE	PRICE INCREASE	PRICE DECREASE
Furnish and Installation of Traffic Signal at SR A1A (N. Ocean Drive) At Carolina Street per Kimley-Horn's Drawings BCI Received Date 9/12/2023	OR	\$ 620,088.69	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
<b>TOTAL INCREASE/DECREASE IN CONTRACT PRICE:</b>		\$ 620,088.69	\$ -
<b>CONTRACT'S PRICE/TIME PRIOR TO THIS CHANGE ORDER:</b>		\$ 12,805,794.98	913 DAYS
<b>NEW CHANGE IN CONTRACT PRICE/TIME:</b>		\$ 620,088.69	240 DAYS
<b>CURRENT CONTRACT PRICE/TIME INCLUDING THIS CHANGE ORDER:</b>		\$ 13,425,883.67	1153 DAYS

**REASON OF CHANGE ORDER**

UN = Unforeseen Condition, CE = Consultant Error (secondary cost involved),  
CO = Consultant Omission, OR = Owner Request



**APPROVAL**

I agree that the above changes in said Contract, in accordance with specifications for the price change shown are satisfactory.

By: Marc Kleisley  
**CONTRACTOR**  
(Authorized Officer/Manager)

Signed: Date: 9/21/2023

We have examined the above changes. They are necessary to satisfactorily complete the Contract.  
The price changes are reasonable and I recommend the changes be made.

Signed: \_\_\_\_\_  
**Sarita Shamah, Senior Project Manager, Hollywood Community Redevelopment Agency**

Date: \_\_\_\_\_

The above changes are hereby approved. The Contractor is authorized to proceed with these changes and the change shown in the Contract price is authorized.

Signed: \_\_\_\_\_  
**Jorge Camejo, Executive Director, Hollywood Community Redevelopment Agency**

Date: \_\_\_\_\_

Per CRA Commission Meeting on \_\_\_\_\_

Classification of change (Internal Use Only) \_\_\_\_\_

# Hollywood Florida Community Redevelopment Agency

## Undergrounding of Overhead Utilities and Streetscape Beautification Carolina Street Traffic Signal

### Change Order

based on plans received 9/12/2023

**From:** Burkhardt Construction, Inc.  
Attn: Marc R. Kleisley  
1400 Alabama Ave., Suite #20  
West Palm Beach, FL 33401  
Tel: (561) 659-1400  
Fax: (561) 659-1402

**Owner:** City of Hollywood Community Redevelopment Agency  
Attn: Sarita Shamah  
1948 Harrison Street  
Hollywood, FL 33020  
Tel: 954-924-2980

**Designer:** Kimley-Horn  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL 33411

**Plans:** City of Hollywood Signalization Plans for Carolina Street  
Dated BCI Rec'd 9/12/2023

**Location:** State Road A1A and Carolina Street

#### Proposal

**Date:** 9/21/2023

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<b>Cost of Work (Direct Construction Costs)</b>	\$	454,504.08
<b>General Conditions</b>	\$	107,326.00
<b>Construction Fee</b>	\$	35,533.41
<b>Construction Contingency</b>	\$	22,725.20
<b>Exceptions &amp; Clarifications</b>		
<b>Plan Log</b>		
<b>TOTAL CHANGE ORDER (ALL INCLUSIVE)</b>	\$	620,088.69

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# Hollywood Florida Community Redevelopment Agency

Undergrounding of Overhead Utilities and Streetscape Beautification

Carolina Street Traffic Signal

Cost of Work (Direct Construction Costs)

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount
<b>MAINTENANCE OF TRAFFIC</b>				
				\$38,015.00
MAINTENANCE OF TRAFFIC FOR SIGNALIZATION	1	LS	\$25,015.00	\$ 25,015.00
TEMPORARY ASPHALT PATCHING (ALLOWANCE)	50	TNS	\$210.00	\$ 10,500.00
SPECIALTY SIGNAGE (ALLOWANCE)	1	ALL	\$2,500.00	\$ 2,500.00
ROADWAY STEEL PLATES			NONE REQUIRED	
STEADY BURN &/OR FLASHING LIGHTS			NONE REQUIRED	
ORANGE SAFETY FENCE AND POSTS			NONE REQUIRED	
STEADY BURN &/OR FLASHING LIGHTS			NONE REQUIRED	
TEMPORARY PEDESTRIAN BOARDWALKS			NONE REQUIRED	
BARRICADE TEMP. TYPE III, 6'			NONE REQUIRED	
TEMPORARY PEDESTRIAN BARRICADES WITH SCREEN			NONE REQUIRED	
WATER FILLED BARRIER WALL			FURNISHED BY COH	
TEMPORARY ROADWAY STRIPING (ALLOWANCE)			NONE REQUIRED	
TEMPORARY STREET LIGHTING			NOT INCLUDED	
OFF DUTY POLICE OFFICERS			NOT INCLUDED	
LIGHT BANKS FOR NIGHT WORK			NOT INCLUDED	
<b>DEMOLITION/CLEARING &amp; GRUBBING</b>				\$26,367.89
NPDES REPORTING	1	LS	\$2,000.00	\$ 2,000.00
REMOVE EXISTING CONCRETE AND PAVERS	1000	SF	\$3.19	\$ 3,189.39
REMOVE EXISTING CURB FOR NEW HANDICAP RAMP LAYOUT	150	LF	\$107.31	\$ 16,096.98
REMOVE/DISPOSE OF EXISTING LIMEROCK	1,000	SF	\$1.29	\$ 1,286.52
SAWCUTTING	60	LF	\$2.00	\$ 120.00
ROLL-OFF DUMPSTER	3	PUL	\$725.00	\$ 2,175.00
FINAL CONSTRUCTION CLEAN	1	LS	\$1,500.00	\$ 1,500.00
<b>EARTHWORK AND GRADING</b>				\$7,799.19
12" TYPE B STABILIZATION	90	SY	\$7.92	\$ 713.18
9" LIMEROCK BASE	90	SY	\$16.46	\$ 1,481.73
6" LIMEROCK CURB PAD	12	SY	\$55.99	\$ 671.88
LOAD/HAUL/DISPOSE EXCESS FILL, LIMEROCK MATERIAL, AND UNSUITABLE SOILS FROM DRILL SHAFT INSTALLATION	250	CY	\$15.73	\$ 3,932.41
FINAL DRESSING AND FINISH GRADING	1	LS	\$1,000.00	\$ 1,000.00
<b>ELECTRICAL AND STREETLIGHTING</b>				\$5,000.00
ALLOWANCE FOR ADDITIONAL ELECTRICAL WORK FOR SERVICE TO CABINET	1	ALL.	\$5,000.00	\$ 5,000.00
<b>SIGNALIZATION</b>				\$337,182.00
F&I TRAFFIC SIGNAL AT CAROLINA STREET PER PLANS AND SPECS	1	LS	\$332,182.00	\$ 332,182.00
DEWATERING AS REQUIRED FOR YOUR WORK	1	LS	\$5,000.00	\$ 5,000.00
<b>CONCRETE</b>				\$15,500.00
F CURB/VALLEY GUTTER (SMALL LOADS)	150	LF	\$50.00	\$ 7,500.00
FORM AND POUR HANDICAP RAMPS	200	SF	\$15.00	\$ 3,000.00
CONCRETE RESTORATION	1	ALL.	\$5,000.00	\$ 5,000.00
<b>STRIPING AND SIGNAGE</b>				\$10,000.00
STRIPING AND SIGNAGE ALLOWANCE FOR CAROLINA STREET TRAFFIC SIGNAL	1	ALL.	\$10,000.00	\$ 10,000.00
LIQUID BRICK CROSSWALK			NOT INCLUDED	
<b>PAVERS</b>				\$9,640.00
PAVER RESTORATION ON EAST AND WEST SIDES OF A1A	800	SF	\$11.50	\$ 9,200.00
PRESSURE CLEAN PAVERS UPON COMPLETION	800	SF	\$0.55	\$ 440.00
<b>LANDSCAPING</b>				NOT INCLUDED
<b>IRRIGATION</b>				\$5,000.00
IRRIGATION REPAIRS (ALLOWANCE)	1	ALL.	\$5,000.00	\$ 5,000.00

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CAROLINA STREET TRAFFIC SIGNAL - COST OF WORK

\$454,504.08



# Gerelco Traffic Controls, Inc.

<b>To:</b>	Burkhardt Construction	<b>Contact:</b>	Adam Rossmell
<b>Address:</b>	1400 Alabama Ave, Suite 20 West Palm Beach, FL 33401	<b>Phone:</b>	
<b>Project Name:</b>	R-1343 SR A1A (N. OCEAN DRIVE) AT CAROLINA STREET Revised	<b>Bid Number:</b>	22102001
<b>Project Location:</b>		<b>Bid Date:</b>	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>SIGNALIZATION AT CAROLINA STREET</b>					
102-1	MAINTENANCE OF TRAFFIC FOR SIGNALIZATION	1.00	LS	\$25,015.00	\$25,015.00
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	75.00	LF	\$45.00	\$3,375.00
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	537.00	LF	\$80.00	\$42,960.00
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	1.00	INT	\$5,876.00	\$5,876.00
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	18.00	EACH	\$1,625.00	\$29,250.00
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	1.00	AMBY	\$3,601.00	\$3,601.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	50.00	LF	\$5.90	\$295.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.00	EACH	\$3,243.00	\$3,243.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1.00	EACH	\$2,623.00	\$2,623.00
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	4.00	EACH	\$2,420.00	\$9,680.00
649-21-11	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 60'-30'	1.00	EACH	\$119,928.00	\$119,928.00
650-1-14	VEHICULAR TRAFFIC SIGNAL, F&I, ALUMINUM, 3 SECTION, 1 WAY	6.00	AMBY	\$1,924.00	\$11,544.00
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	4.00	AMBY	\$959.00	\$3,836.00
660-4-11	VEHICLE DETECTION SYSTEM-VIDEO, F&I, CABINET EQUIPMENT	1.00	EACH	\$20,025.00	\$20,025.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, F&I ABOVE GROUND EQUIPMENT	3.00	EACH	\$3,579.00	\$10,737.00
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	4.00	EACH	\$226.00	\$904.00
670-5-140	TRAFFIC CONTROLLER ASSEMBLY, F&I, MODEL 2070	1.00	UNIT	\$41,688.00	\$41,688.00
684-1-1	MANAGED FIELD ETHERNET SWITCH F&I	1.00	EACH	\$2,515.00	\$2,515.00
684-1-11	WIRELESS COMMUNICATION DEVICE, F&I, CELLULAR ROUTER	1.00	EACH	\$5,036.00	\$5,036.00
700-5-22	INTERNALLY ILLUMINATED SIGN, F&I, OVERHEAD MOUNT, 12-18 SF	3.00	EACH	\$3,822.00	\$11,466.00
000-0000	CONDUCTORS, F & I, INSULATED, No. 4	400.00	LF	\$9.00	\$3,600.00
<b>Total Price for above SIGNALIZATION AT CAROLINA STREET Items:</b>					<b>\$357,197.00</b>

**Total Bid Price: \$357,197.00**

## Notes:

- Our proposal is valid for 30 days following the date of bid submission. Exceptions may be granted upon written request.
- The above quotation is based on reasonable interpretation of the available Contract Documents, Plans, Specifications, Special Provisions, General Notes and Addenda where applicable.
- Local power company impact fees & permit fees are not included.
- Surveying and layout are not included.
- Preparation of shop drawings and submittals generally take 30-45 days following the issuance of a notice to proceed under usual circumstances. A reasonable material procurement is anticipated thereafter (12-18 weeks)
- Advanced notice of all project related events is essential if attendance is expected and/or required. Please provide at least 10 day advance notice of Preconstruction Meetings and Partnering Meetings.
- Unless otherwise agreed to or negotiated in advance of the contract execution, our quote is predicated on the Contract Time Stipulated in the Notice of Bid Solicitation, Advertisement, Contract Documents, Plans, Specifications, Special Provisions, Technical Special Provisions, General Notes and/or Addenda where applicable. Any acceleration or delay constituting a change in the anticipated duration of the original basis of our estimate shall be subject to negotiation.



- GTCI is not responsible for removal, damage, restoration, or replacement to driveways, culverts, or curbs.
- Acts of God and Unforeseen Conditions will not be the responsibility of Gerelco Traffic Controls, Inc. If Builders insurance is required, Gerelco Traffic Controls, Inc. can provide a proposal for coverage.
- If for some reason, Gerelco is on-site and their performance is impeded by others, idle or standby time will be assessed at an hourly rate of \$500 per hour, not to exceed 10 hours per day.
- Costs and Scheduling impacts to project resulting from utility conflicts, either underground or overhead will not be the responsibility of Gerelco Traffic Controls, Inc.
- All drill shafts must be accessible by 2-wheel drive equipment (Including but not limited to: concrete, boom/pressure digger, water trucks) with suitable, level work area
- All spoils from drill shaft installation and precast light pole/sign foundations to be stockpiled onsite for removal by others.
- .Drill shaft to be done after Overhead lines are removed. Proposal does NOT include any cost associated with de-energizing electrical lines for installation of drill shaft foundations and mast arms

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Gerelco Traffic Controls, Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Carlos Vera  
772-201-0634 CVera@gerelco.com

**DEVELOPMENT AGREEMENT BETWEEN THE HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY AND OCEANSIDE MARINA LLC**

THIS AGREEMENT, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and Oceanside Marina LLC, a Florida limited liability company ("Developer")(collectively the "Parties").

**RECITALS**

WHEREAS, the CRA Plan identified the need to redevelop the A1A corridor from Hollywood Boulevard to Sheridan Street by improving circulation for pedestrians, bicyclists, and motorists, and to underground the overhead utility lines along State Road A1A;

WHEREAS, pursuant to Resolution No. R-2013-251, the City of Hollywood has expressed a commitment to Complete Streets policies and practices, which help to encourage the design, planning and construction of safer, healthier streets and ultimately increase physical activity and the health of neighborhoods;

WHEREAS, on April 7, 2021, the CRA Board approved Resolution No. R-BCRA 2021-17, authorizing appropriate CRA officials to issue an authorization to proceed with Kimley Horn and Associates to provide consulting services for the design of the pedestrian crossings at three intersections along State Road A1A between Nebraska Street and Scott Street;

WHEREAS, on October 6, 2021, the CRA approved Resolution No. R-BCRA 2021-52, which authorized appropriate CRA officials to execute an agreement with Burkhardt Construction, Inc. for the Undergrounding of Overhead Utilities from Hollywood Boulevard to Sheridan Street;

WHEREAS, construction of the Complete Street along State Road A1A from Hollywood Boulevard to Sheridan Street started in January 2022 and is currently in progress, including a traffic signal at the Garfield Street intersection;

WHEREAS, to fulfill the vision of "Complete Streets" on State Road A1A, the CRA hired a consultant to evaluate and recommend safe alternatives for pedestrian crossings along the State Road A1A corridor from Nebraska Street to Sheridan Street;

WHEREAS, Developer desires the installation of a signalized pedestrian crossing at State Road A1A and Carolina Street ("Project") to provide a safe pedestrian crossing to and from the new proposed development at 2308 N. Ocean Drive;



WHEREAS, CRA and Developer have agreed to share the cost of the Project equally.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CRA and Developer agree as follows:

#### PAYMENT

Upon completion of the Project, Developer shall pay the CRA 50% of the final cost of the Project. Notwithstanding the fact that the CRA has a proposal from Burkhardt Construction, Inc. in the amount of \$620,088.69 ("Burkhardt Proposal Cost") for the cost of the Project, the final cost of the Project may exceed that number and regardless of final amount, Developer shall pay 50% of that total; provided, however, that the execution by the CRA of any agreement or change order that will or could cause the final cost to exceed an amount equal to or greater than 110% of the of the Burkhardt Proposal Cost shall require the prior written approval of the Developer, which approval shall not be unreasonably withheld, conditioned or delayed.

Developer shall pay the amount due to CRA within 30 days of the Developer's receipt of the bill furnished to the Developer by the CRA.

#### INDEMNIFICATION

Developer shall indemnify, hold harmless and defend CRA, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Developer, its officers, employees, agents, subcontractors or assignees arising out of this Agreement. Any and all indemnification obligations imposed upon Developer are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of CRA or any third party operating under CRA's contract or control: (a) any act or omission constituting negligence, recklessness or a violation of any lower standard of care, (b) misuse, misapplication, or use of goods or services not in accordance with CRA's instructions, or (c) any violations of law.

CRA shall indemnify, hold harmless and defend Developer, its managers, members, officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the CRA, its officers, employees, agents, subcontractors or assignees arising out of this Agreement. Any and all indemnification obligations imposed upon CRA are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of the Developer any third party operating under Developer's contract or control: (a) any act or omission constituting negligence, recklessness or lesser standard of conduct (a violation of any lower standard of care), (b) misuse, misapplication, or use of goods or services not in accordance with CRA's instructions, or (c) any violations of law.

#### LAW, JURISDICTION, VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

#### INDEPENDENT CONTRACTOR

Developer is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created hereby. CRA does not extend to Developer or Developer's agents any authority of any kind to bind CRA in any respect whatsoever.

CRA is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created hereby. Developer does not extend to CRA or CRA's agents any authority of any kind to bind Developer in any respect whatsoever.

#### THIRD PARTY BENEFICIARIES

Neither CRA nor Developer intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, pandemic outbreak or other health environmental disaster, failure of transportation, strikes or any similar or dissimilar cause beyond the reasonable control of either party.

#### NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, and shall be deemed given upon actual receipt or upon the first refusal of the addressee to accept delivery when sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery (e.g., Federal Express), or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until



changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR DEVELOPER:  
1001 East Atlantic Avenue  
Suite 202  
Delray Beach, FL. 33483  
Attention: Mark Walsh

FOR CRA:  
Jorge Camejo  
CRA Executive Director  
1948 Harrison Street  
Hollywood FL, 33020

WITH A COPY TO:  
Douglas R. Gonzales, General Counsel  
2600 Hollywood Boulevard, Room 407  
Hollywood, FL 33020

#### SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Developer or CRA elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days of final court action, including all available appeals.

#### JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party.

#### AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Developer and CRA or others delegated authority to or otherwise authorized to execute same on their behalf.

#### PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

IN WITNESS WHEREOF, THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY and Oceanside Marina LLC have caused this Agreement to be executed, the day and year first above written.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
PHYLLIS LEWIS  
BOARD SECRETARY

\_\_\_\_\_  
JORGE CAMEJO  
CRA EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
DOUGLAS R. GONZALES  
GENERAL COUNSEL

Oceanside Marina LLC

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_