FM No: 432323-1-52-02 FEID No: VF-596-000-338

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

	cally Funded Agreement ("Agreement"), entered into this day of
the DEPAR	, by and between the State of Florida Department of Transportation hereinafter called TMENT, and the City of Hollywood located at 2600 Hollywood Boulevard, Hollywood, Florida, sinafter called the PARTICIPANT.
33021 11616	sitiater called the PARTICIPANT.
	WITNESSETH
certain imp /S. Ocean	s, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make rovements in connection with the DEPARTMENT's Milling & Resurfacing work along SRA1A Drive from Monroe Street to Sheridan Street in Broward County, Florida. (Financial ent (FM) Number 432323-1-52-01, Funded in Fiscal Year 2016/2017); and
work (FM N brick pave	s, the PARTICIPANT has requested that the DEPARTMENT perform the following additional to the second state of the second state
	s, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and more practical, expeditious, and economical for the DEPARTMENT to perform such activities;
	s, the PARTICIPANT by Resolution No adopted on , 20, a copy of which is attached hereto and made a part hereof, authorizes the sials to enter into this Agreement.
	REFORE, in consideration of the mutual benefits to be derived from joint participation on 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.

The total cost for the Project and the DEPARTMENT's Milling and Resurfacing work along SR-A1A/S. Ocean Drive is estimated to be SIX MILLION EIGHT HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$6,856,756.00). The PARTICIPANT'S share for the Project is estimated at TWO MILLION FOUR

4.

HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,464,519.00), 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 of TWO MILLION FOUR HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,464,519.00) 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 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 No. 432323-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 432323-1-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Services Unit- Attention: Leos A. Kennedy, Jr. 3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

В. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the Department's Improvements 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 and not construct the Project.
- C. If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- 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 and the Department's Improvement. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of 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 Project costs is 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. Payments of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached 3 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 and made a part hereof as **Exhibit B.**

- 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.
- 6. On May 6, 2009 the PARTICIPANT and the DEPARTMENT entered into a Landscape Inclusive Memorandum of Agreement (LIMOA) whereby the PARTICIPANT agreed to maintain certain landscape improvements. The PARTICIPANT and the DEPARTMENT will enter into an Amendment to the LIMOA whereby the PARTICIPANT shall agree to maintain the Project in accordance with terms of the Amendment and the LIMOA. A copy of the amendment is attached hereto and made a part hereof as **Exhibit C.** The terms of this paragraph shall survive the termination of this Agreement.
- 7. 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.
- 8. 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 and the Milling and Resurfacing work is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2019 whichever occurs first.
- 9. 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.
- 10. 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.
- 11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

- 12. 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.
- 13. 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: Leos A. Kennedy, Jr.
With a copy to: Betsy Jeffers, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hollywood 2600 Hollywood Boulevard Hollywood, Florida 33021 Attn: Wazir Ishmael, City Manager With a copy to: City Attorney

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specified herein. Authorization No	on has been given to e	o be executed by the parties below for the purposes enter into and execute this Agreement by Resolution
CITY OF HOLLYWOOD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BY: NAME: TITLE:	_	BY: STACY L. MILLER, P.E. DIRECTOR OF TRANSPORTATION DEVELOPMENT
ATTEST:		LEGAL REVIEW:
CLERK	(SEAL)	BY: OFFICE OF THE GENERAL COUNSEL
APPROVED:		APPROVED:
BY:		BY: DISTRICT PROGRAM MGMT. ADMINISTRATOR

EXHIBIT A SCOPE OF SERVICES SR-A1A/S. OCEAN DRIVE: MONROE STREET TO SHERIDAN STREET

FM #432323-1-52-02

- 1. The reconstruction of existing curb and gutter
- 2. The reconstruction of proposed drainage structures
- 3. The removal of existing and placement of proposed drainage pipe as necessary.
- 4. The construction of necessary sheet piling during the reconstruction of proposed drainage structures.
- The reconstruction of existing sidewalks to be colored concrete paver bricks and existing driveways to be poured colored concrete. Driveway tie-ins will maintain existing drainage conditions or better and be replaced in kind.
- 6. The reconstruction of existing curb ramps to be poured colored concrete.
- 7. The construction of 4'X4' aluminum paver restraints and planting soil at proposed tree pit locations.
- 8. The construction/installation of performance turf in the areas of new and reconstructed medians.
- 9. The construction of conduit and pull boxes for the future installation of pedestrian lighting, median landscaping up-lighting and garage parking signs.
- 10. The construction/installation of irrigation sleeves as required for landscape to be provide by the PARTICIPANT, following the construction of the DEPARTMENT's milling and resurfacing work on SR-A1A.
- 11. The construction of stamped asphalt crosswalks along SR-A1A at signalized intersections.
- 12. The reconstruction of concrete brick paver crosswalks on side streets with new brick pavers to match sidewalks.

Exhibit B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), <u>City of Hollywood</u> ("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: Drainage improvements, reconstruction of curb & gutters, installation of

brick pavers and stamped asphalt crosswalks, and prigation sleeve

Project #: 432323-1-52-02

County: Broward

WHEREAS, FDOT and Participant desire to establish an escrowaccount 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 FDO 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 of 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 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.
- This Agreement shall be governed by and interpreted the cordance with the laws of the 11. State of Florida.
- 12. This Agreement may be executed in two or counterparts, each of which shall be deemed an original, but all of which together all constitute one and the same instrument.
- This Agreement shall terminate upon disbursement by the Escrow Agent of all money held 13. by it in the escrow account in accordance with the instructions given by FDOT's and and of Comptroller or designee and otification from FDOT to Escrow Agent that the account is

The remainder of this page is blank.

For FDOT (signature)	For PARTICIPANT (signature)
Name and Title	Name
59-3024028 Federal Employer I.D. Number	Title
	F-596-000-338-040
Date	Federal Employer I. Number
	Date
FDOT Legal Review:	
For Escrow Agent (signature)	
Name and Title	
Date	

EXHIBIT C

DISTRICT FOUR AMENDMENT NO. 4 LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT WITH CITY OF HOLLYWOOD

SECTION No.(s): 86030000

S.R. No.(s): A1A

FM No: 432323-1-52-01 COUNTY: Broward

DISTRICT FOUR (4) AMENDMENT NUMBER FOUR (4) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number Four (4) to	the Agreement da	ted Februar	v 26. 2013 n	nade and
entered into this day of	20	by and b	etween the	State of
Florida Department of Transportation herein	nafter called the D	DEPARTMEN	NT and the	CITY OF
HOLLYWOOD, a municipal subdivision of the	e State of Florida,	hereinafter c	alled the AC	SENCY

WITHNESSETH

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, February 26, 2013 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road A1A; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed on **State Road A1A** in accordance with the above referenced Agreement; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

- 1. Pursuant to page 5, paragraph 7 of the Landscape Inclusive Maintenance Memorandum of Agreement including State Road A1A dated February 26, 2013, and as modified by Paragraph Number One (1) in Amendment Number Two (2) dated December 11, 2013, the DEPARTMENT has decided to construct additional landscape improvements or to modify an improvement located as indicated in Exhibit "A", State Road A1A from Monroe Street (M.P. 2.288) to Sheridan Street (M.P. 4.104). In accordance with the plans attached as Exhibit "B".
- The DEPARTMENT agrees to enter into a contract to have installed said landscape improvements for an amount as indication in **Exhibit "C"** not to exceed **\$1,115,017.24**.
- 3. Pursuant to Exhibit "H", Patterned Pavement Maintenance of the Landscape Inclusive Maintenance Memorandum of Agreement including State Road A1A dated February 26, 2013, the DEPARMENT modifies the Agreement to read:

Approximately **one year** after project acceptance and **one year** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTME 1911**. Friction resistance shall, at a minimum, have a FN40R value of 35 (Or equivalent.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Limits and Maintenance Boundaries and Location Map

Exhibit B - Landscape Improvement Plans

Exhibit C - Cost Estimate

In Witness whereof theday	f, the parties her year written and	eto have executed ware approved.	ith this Amendment effective
By:Chairperson/Mayor/C	City Manager		
Attest:Clerk	(SEAL)		:10h.
Legal Review	Date	a	1/1/1
STATE OF FLORIDA DEPARTMENT OF TRANSP	PORTATION	10C	
Attest:Executive Sec	(SEAL) cretary		
Legal Review	Date	**	
Office of the General Counse			

SECTION No.(s): 86030000

S.R. No.(s): A1A

FM No: 432323-1-52-01 COUNTY: Broward

EXHIBIT A

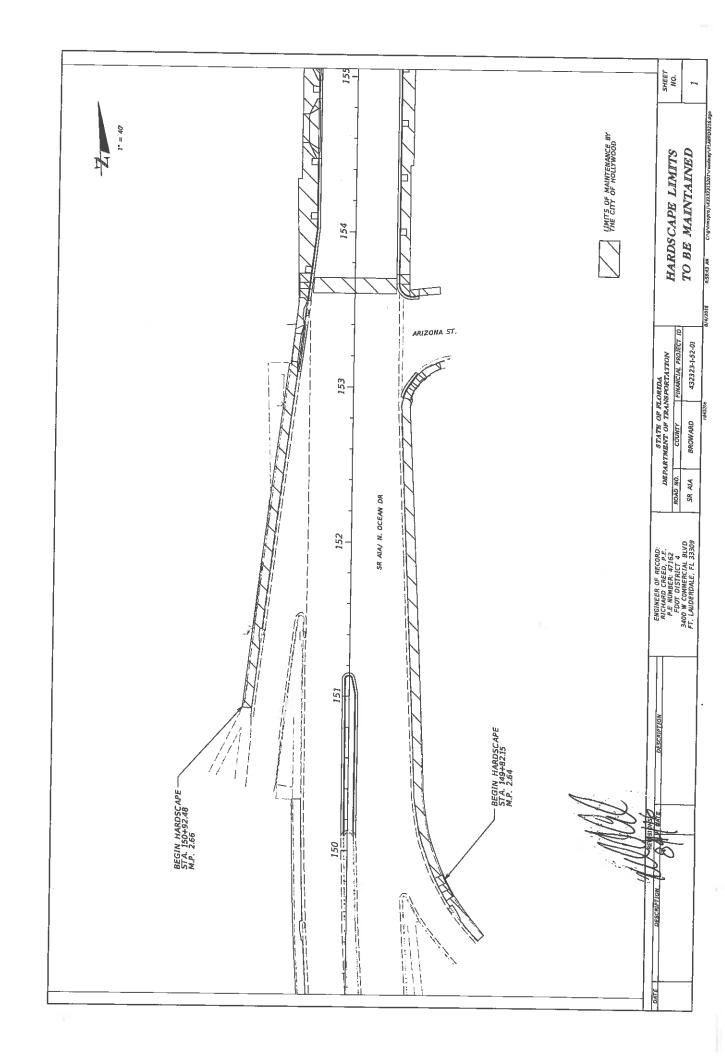
LANDSCAPE IMPROVEMENTS PROJECT LIMITS

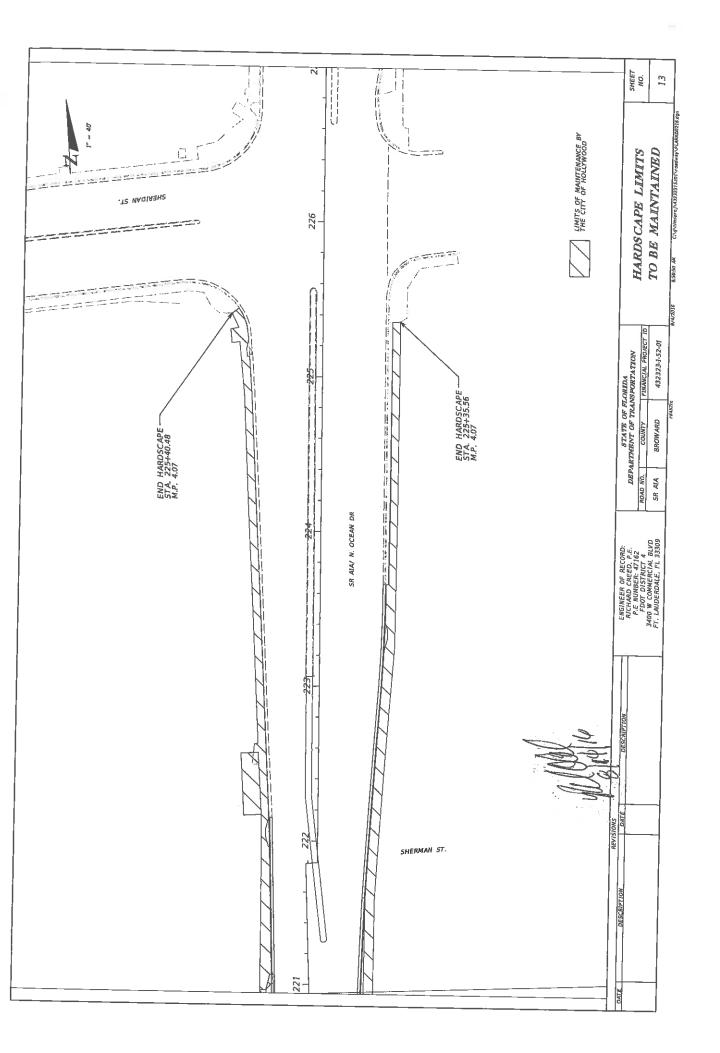
MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

- I. ROADWAY PROJECT LOCATION:
 State Road A1A from Monroe Street (M.P. 2.288) to Sheridan Street (M.P. 4.104) State
 Road 858 (Hallandale Beach Boulevard)
- II. INCLUSIVE LIMITS OF LANDSCAPE IMPROVEMENTS MAINTENANCE FOR THE ROADWAY:
 State RoadA1A from State Road 848 (Hallandale Beach 822 (Sheridan Street) (M.P. 0.790) to Dania Beach Boulevard (M.P. 5.380)
- III. LANDSCAPE IMPROVEMENTS MAINTENANCE LIMITS AND MAP FOR THIS ROADWAY PROJECT:
 State Road A1A from Monroe Street (M.P. 2.288) to Sheridan Street (M.P. 4.104) State Road 858 (Hallandale Beach Boulevard)

*All limits of the original agreement and amendments shall apply

Please See Attached





SECTION No.(s): 86030000

S.R. No.(s): A1A

FM No: 432323-1-52-01 COUNTY: Broward

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by:

Florida Department of Transportation Betsy Jeffers, P.E.

June 28, 2016 Sheets 14-30

- RAW LINE \$59.00 RT

TYPE F C&G-

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	OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE GIGIS-23.004, F.A.C.	THE	
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	Scott ST.	ROADW
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INTRA	MISSOURI ST.	BETSY JEFFERS, P.E. P.E. NUMBER: 50745 FDOT DISTRICT 4 3400 W COMMERCIAL BLVD FT. LAUDERDALE, FL 33309
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SECTION No.(s): 86030000

S.R. No.(s): A1A

FM No: 432323-1-52-01 COUNTY: Broward

EXHIBIT C

COST ESTIMATE

This Exhibit forma an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the state of Florida Department of Transportation and the AGENCY.

See Attached



Project State Road No(s): State Road A1A
Maintenance Limits: From Monroe Street (M.P. 2.288) to Sheridan St (M.P. 4.104)
FM No(s): 432323-1-52-01
Maintaining Agency: City of Hollywood
Engineer of Record: Betsy Jeffers, P.E.
Date: August 3, 2016

DESCRIPTION	SPECIFICATION	CIND	VIO TIND	UNII PRICE	SUB-TOTAL
COLORED, STAMPED CONCRETE SIDEWALK AND DRIVEWAYS	4" THICK	š	00.099	\$119.70	\$79,002.00
COLORED, STAMPED CONCRETE SIDEWALK AND DRIVEWAYS	6" THICK	SX	1555.56	\$131.81	\$205,038.36
PAVERS, ARCHITECTURAL, SIDEWALK	CONCRETE PAVERS 2 3/8 IN THICK	ŠŠ	6591.60	\$105.00	\$692,118,00
PAVERS, ARCHITECTURAL, DRIVEWAY	CONCRETE PAVERS 2 3/8 IN THICK	λS	1067,00	\$82.72	\$88.262.24
APHALT PATTERNED PAVEMENT CROSSWALKS		SY	225.73	\$83.27	\$18.796.54
IRRIGATION SYSTEM		LS	1.00	\$31.800.10	\$31.800.10

GRAND TOTAL =