

Meeting Date: 03/10/15

Agenda Item 6

REQUESTED COMMISSION ACTION:

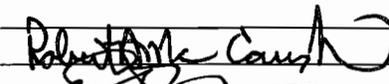
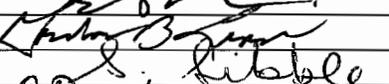
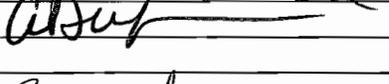
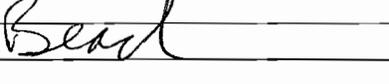
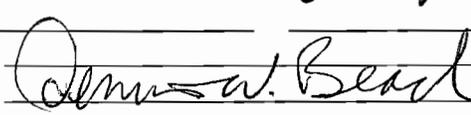
Consent Ordinance Resolution Consideration/Discussion Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH
FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO
EXECUTE AMENDMENT NUMBER ONE TO THE LOCALLY FUNDED AGREEMENT
BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION RELATING TO THE AESTHETIC
IMPROVEMENTS TO THE HILLSBORO INLET SR-A1A BRIDGE PROJECT;
PROVIDING AN EFFECTIVE DATE. (NO COST AT THIS TIME)

Summary of Purpose and Why:

This amendment to the Locally Funded Agreement executed via Resolution No. 2014-23 (attached), revises the total cost for the project as a non-refundable lump sum amount, instead of an estimated amount. The amount of the agreement is unchanged. This is required to reflect the actual cost of the work that is based on the final and competitively bid price. The revisions suggested in the City Attorney's Communication #2015-634 (attached) have been addressed in this amendment.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan/Louis Friend 954 786-4097
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: CIP Project 05-901

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	02/26/15	Approve	
Budget	3-2-15	Approve	
CAO	3/2/15	Approval	
Finance	3/2/15	Approve	
Engineering	02/26/15	Approve	
Advisory Board			
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading _____	1 st Reading _____	Results: _____
2 nd Reading _____	_____	Results: _____
_____	_____	_____
_____	_____	_____



City Attorney's Communication #2015-634
February 23, 2015

TO: Louis Friend, Construction Project Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Amendment No. 1 / Hillsboro Inlet Bridge Repair

Pursuant to your email dated February 20, 2015, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NUMBER ONE TO THE LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO THE AESTHETIC IMPROVEMENTS TO THE HILLSBORO INLET SR-A1A BRIDGE PROJECT; PROVIDING AN EFFECTIVE DATE.

Prior to presenting the agreement to the City Commission, the first paragraph of the Amendment should be revised to remove the reference to Vero Beach, Florida. In addition, a new signature page for the city should be substituted showing the new City Clerk.


GORDON B. LINN

/jrm
l:cor/engr/2015-634

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AMENDMENT NUMBER ONE TO THE LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO THE AESTHETIC IMPROVEMENTS TO THE HILLSBORO INLET SR-A1A BRIDGE PROJECT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Amendment between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
2/23/15
l:reso/2015-220

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF POMPANO BEACH
LOCALLY FUNDED AGREEMENT
AMENDMENT NUMBER ONE

THIS Amendment, made and entered into this _____ day of _____, 20__, by and between the State Of Florida Department Of Transportation, hereinafter called the DEPARTMENT, and City of Pompano Beach, located at 1201 N.E. 5th Avenue, Pompano Beach, FL 33060, Pompano Beach, Florida 32961-1389, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, on October 30, 2013, the parties entered into a Locally Funded Agreement, hereinafter referred to as the "Agreement", wherein the DEPARTMENT and the PARTICIPANT agreed that the DEPARTMENT make certain aesthetic improvements in connection with Financial Management (FM) Number 425935-1-52-01/02 (Funded in Fiscal Year 2013/2014) for the Construction of steel "Wyoming" railing (crash wall), a sidewalk, a pedestrian steel, decorative bridge lighting, installation of the "Barefoot Mailman" monument and municipal sign, hereinafter referred to as the "Project", and in conjunction with the DEPARTMENT'S SR-A1A/ Bridge No. 860011 Repair/Rehabilitation work over the Hillsboro Inlet in Broward County); and

WHEREAS, the parties desire to amend the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend the Locally Funded Agreement dated October 30, 2013, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. Paragraph 4 of the Agreement is deleted in its entirety and is amended to read as follows:

The total cost for the Project is estimated to be FIVE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS AND NO CENTS (\$5,474,497.00). The PARTICIPANT's cost for the Project is a lump sum amount of ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$1,131,905.00), which sum shall be paid to the DEPARTMENT. The PARTICIPANT's payment is non-refundable. If the actual cost of the Project is less than the funds provided the excess will be applied to the DEPARTMENT's bridge repair/rehabilitation work.

- A. The DEPARTMENT has received the PARTICIPANT's payment of ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$1,131,905.00) on November 14, 2013.

- B. The payment of funds under this Agreement has been made directly to the DEPARTMENT for deposit.
- C. The payment of funds under this Locally Funded Agreement has been made directly to the Department of Financial Services, Division of Treasury for deposit and as provided in the Memorandum of Agreement (MOA) dated November 6th, 2013 between the PARTICIPANT, the DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury.

3. Paragraph 12 of the Agreement is amended as follows:

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: Bing Wang, P.E., Design PM
A second copy to: Office of the General Counsel

A third copy to:
Albert Salas, P.E., Construction PM
5548 NW 9th Avenue
Fort Lauderdale, FL 33309

If to the PARTICIPANT:

City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060
Attn: Robert McCaughan, Public Works Director
With a copy to: Louis Friend (same address as above)
Federal Employer ID # (FEIN): F-596000411-044

With a second copy to:
City Attorney
100 West Atlantic Boulevard
Pompano Beach, FL 33060

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into on October 30, 2013, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

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

DEPARTMENT OF TRANSPORTATION

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ENGINEER

PARTICIPANT

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Louis Friend

From: Kennedy, Leos <Leos.Kennedy@dot.state.fl.us>
Sent: Tuesday, January 13, 2015 1:04 PM
To: Louis Friend; Robert McCaughan
Cc: Wang, Bing; Gish, Carolyn
Subject: Hillsboro Inlet Bridge Repair, FM# 425935-1-52-01/02: Amendment No. 1
Attachments: Amendment No 1.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Friend:

RE: Locally Funded Agreement, Amendment No. 1
FM: 425935-1-52-01/02
Description: Hillsboro Inlet Bridge Repair

Attached you find the pdf file for the Amendment referenced above. Please print out five (5) copies of the Locally Funded Agreement (LFA) Amendment for approval and execution by the City's Commission.

Please **DO NOT** fill in the date of the Amendment. The date of the LFA Amendment shall be completed by our staff upon execution by the Department of Transportation's Director of Transportation Development. A fully executed copy of the Amendment will then be forwarded to you for your files.

In addition to returning the five signed original Amendments, please forward:

- Two (2) original and three (3) certified copies of the Commission resolution that authorizes the execution of the LFA Amendment.

If it is not possible to obtain the resolutions, please forward:

- Five (5) certified copies of the minutes of the Commission meeting at which this LFA Amendment was approved for execution.

Should you have any questions, please contact me at 954-777-2285.

Leos A. Kennedy, Jr.
Florida Department of Transportation
Program Management Unit
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309
954-777-2285
Leos.Kennedy@dot.state.fl.us

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCALLY FUNDED AGREEMENT TO PROVIDE \$1,131,904 IN CITY FUNDS FOR CERTAIN AESTHETIC IMPROVEMENTS THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) WILL MAKE TO THE HILLSBORO INLET SR-A1A BRIDGE AND A COMMUNITY AESTHETIC FEATURE AGREEMENT THAT PROVIDES THE CITY WILL DESIGN, SUPPLY AND PERPETUALLY MAINTAIN THE "BAREFOOT MAILMAN" AND MUNICIPALITIES' MONUMENTS TO BE LOCATED ON SAID BRIDGE, BOTH AGREEMENTS ARE BETWEEN FDOT AND THE CITY OF POMPANO BEACH; AND A MEMORANDUM OF AGREEMENT AMONG THE CITY, FDOT AND THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, TO ESTABLISH AN INTEREST BEARING ESCROW ACCOUNT FOR THE CITY FUNDS TO BE USED FOR THE AFORESAID BRIDGE IMPROVMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the terms and conditions of the Local Funding Agreement, the City of Pompano Beach ("City") wishes to provide the Florida Department of Transportation ("FDOT") financial assistance for certain aesthetic improvements in connection with the Department's repair/rehabilitation work on the Hillsboro Inlet SR-A1A Bridge, said improvements to include construction of steel "Wyoming" railing (crash wall), a sidewalk, a pedestrian steel railing, decorative bridge lighting, and installation of a "Barefoot Mailman" monument and municipal sign monuments; and

WHEREAS, the aforesaid improvements are in the interest of both parties and the public and both parties agree it will be more practical, expeditious and economical for FDOT to perform such repair/rehabilitation work; and

WHEREAS, pursuant to the terms and conditions of the Community Esthetic Feature Agreement, the City has agreed to design, supply and maintain the “Barefoot Mailman” monument in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT’s standards and specifications; and

WHEREAS, the parties agree that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida; and

WHEREAS, funding for the aforesaid aesthetic improvements and public art is programmed in the City’s Capital Improvement Program.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That a Locally Funded Agreement and Community Aesthetic Feature Agreement between the City of Pompano Beach and the Florida Department of Transportation, copies of which are attached hereto and incorporated herein by reference as if set forth in full, are hereby approved.

SECTION 3. That a Memorandum of Agreement among the City of Pompano Beach, FDOT, and the Florida Department of Financial Services, Division of Treasury, to establish an interest bearing escrow account for City funds to be used by FDOT for certain aesthetic improvements to be made to the Hillsboro Inlet SR-A1A Bridge under the Locally Funded Agreement between the City and FDOT of even date, a copy of which Memorandum of

Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

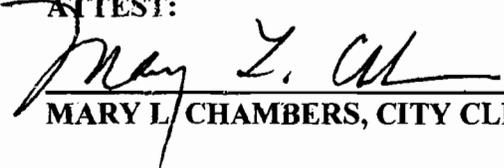
SECTION 4. That the proper City officials are hereby authorized to execute the aforesaid Agreements between the City of Pompano Beach and the Florida Department of Transportation.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of October, 2013.



LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

PLEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

FM No: 425935-1-52-01/02
FEID No: VF-596-000-411

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this 30th day of October 2013, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Pompano Beach located at 1201 N.E. 5th Avenue, Pompano Beach, FL 33060, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's SR-A1A Bridge No. 860011 Repair/Rehabilitation work over the Hillsboro Inlet in Broward County, Florida. (Financial Management (FM) Number 425935-1-52-01, Funded in Fiscal Year 2013/2014); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional aesthetic work: Construction of steel "Wyoming" railing (crash wall), a sidewalk, a pedestrian steel railing, decorative bridge lighting, installation of the "Barefoot Mailman" monument and municipal sign monuments, respectively, 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. 2014-23 adopted on October 8, 2013, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, 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 total cost for the Project and the DEPARTMENT's Bridge repair/rehabilitation work is estimated to be FIVE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS AND NO CENTS (\$5,474,497.00). The PARTICIPANT'S share for the Project is estimated at ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS

(\$1,131,905.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the PARTICIPANT's payment, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the PARTICIPANT.

- 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 ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$1,131,905.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's bridge repair/rehabilitation work.

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. 425935-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 425935-1-52-02.

Payment shall be mailed to:

Florida Department of Transportation
Professional Services Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- 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 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 accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount 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 when the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's bridge repair/rehabilitation work.

- C. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for 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 payment 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 Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, 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.*
- 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 and the bridge repair/rehabilitation work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & bridge repair/rehabilitation 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 bridge repair/rehabilitation work. 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 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. The payment of funds under this Locally Funded Agreement will be made directly to the Department of Financial Services, Division of Treasury for deposit and as provide in the Memorandum of Agreement (MOA) 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.**

5. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of the "Barefoot Mailman" monument and municipal sign monuments, respectively, along with the decorative bridge lighting of the Project.

The PARTICIPANT will comply with the provisions set forth in the Community Aesthetic Feature Agreement (CAFA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the monuments and lighting in accordance with the terms of **Exhibit C**. 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. 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 bridge repair/rehabilitation work is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2016 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. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
11. 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.
12. 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:

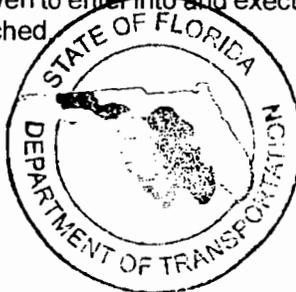
Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Bing Wang
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060
Attn: Robert McCaughan, Public Works Director
With a copy to: Louis Friend (same address as above)

With a second copy to:
City Attorney
100 West Atlantic Boulevard
Pompano Beach, FL 33060

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. 2014-23, hereto attached.



DEPARTMENT OF TRANSPORTATION

BY: Gerry O'Reilly
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

APPROVED:

BY: [Signature]
OFFICE OF THE GENERAL COUNSEL

BY: [Signature]
DISTRICT PROGRAM MANAGEMENT ENGINEER

"PARTICIPANT"

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manes

By: *Lamar Fisher*
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: *Dennis W. Beach*
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 10th day of October, 2013, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit A
Scope of Services
FM# 425935-1-52-01/02

The PARTICIPANT has requested the following work to be included during the DEPARTMENT's repair/rehabilitation of the Hillsboro Inlet Bridge (Bridge No. 860011):

- 1) Construction of steel "Wyoming" railing on the east side of the bascule bridge and on approaches (crash wall)
- 2) Construction of decorative bridge lighting
- 3) Construction of a sidewalk
- 4) Construction of a Pedestrian Steel railing
- 5) Installation of the "Barefoot Mailman" monument and a municipal sign monument, respectively.

EXHIBIT "B"
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____, day of _____, 201__, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DEPARTMENT", the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "TREASURY" and CITY OF POMPANO BEACH, hereinafter referred to as the "PARTICIPANT".

WITNESSETH

WHEREAS, DEPARTMENT is currently constructing the following project:

Main Financial Project No.: 425935-1-52-01/02
County: BROWARD

hereinafter referred to as the "Project".

WHEREAS, the DEPARTMENT and the PARTICIPANT entered into a Locally Funded Agreement (LFA) dated _____, 201__, wherein the DEPARTMENT agreed to perform certain work on behalf of the PARTICIPANT in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of DEPARTMENT and the PARTICIPANT to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the PARTICIPANT by DEPARTMENT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. The DEPARTMENT and the PARTICIPANT agree that the recitals set forth above are true and correct deemed incorporated herein.
2. An initial deposit in the amount of ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$1,131,905.00) will be made by the PARTICIPANT into an interest bearing escrow account established by DEPARTMENT for the purposes of the Project. Said escrow account will be opened with the TREASURY on behalf of DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of DEPARTMENT.
3. Other deposits may be made by the PARTICIPANT as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

4. Payment will be made as follows (check appropriate payment method):

- Wire transfer
- ACH deposit
- Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 425935-1-52-02

For ACH deposits: Bank of America
Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 425935-1-52-02

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to FDOT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the PARTICIPANT to mail the District Office a copy of the check.

5. The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

6. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project as defined in the LFA.

7. The TREASURY agrees to provide written confirmation of receipt of funds to DEPARTMENT.

8. The TREASURY further agrees to provide periodic reports to DEPARTMENT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES, DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

1201 NE 5TH AVENUE
PARTICIPANT ADDRESS

POMPANO BEACH, FLORIDA 33060

F-596-000-411
FEDERAL EMPLOYER I.D. NUMBER

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!

"PARTICIPANT":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2013 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

THIS IS AN EXHIBIT ONLY ... NOT FOR EXECUTION!!

EXHIBIT C

**COMMUNITY AESTHETIC
FEATURE AGREEMENT
WITH THE CITY OF POMPANO BEACH**

PLEASE RETURN TO:

Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. 86050000 CAFA No. 2013-C-491-0008

This Community Aesthetic Feature Agreement ("Agreement") is entered into this 31st day of October, 2013 between the State of Florida, Department of Transportation ("FDOT") and the City of Pompano Beach ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from FDOT to have installed by FDOT Public Art – Add On/affixed and Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at the Hillsboro Inlet Bridge on SR A1A in the City of Pompano Beach in Broward County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.
- D. The Agency has agreed to approve the Project and enter into this Agreement as per the attached Resolution.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through the 50th anniversary of this Agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not fund this agreement by the time provided in the Local Funding Agreement, then FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a Public Art – Add On/affixed, Local Identification Marker – Add On/affixed], as more fully described in the plans in **Exhibit "A"**, attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency shall simultaneously execute the Local Funding Agreement ("LFA"), a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

- a. The Agency is responsible for the design, providing the statue, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The FDOT shall incorporate these plans in the design of the bridge. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the

improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency or its consultants of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The FDOT shall be responsible for construction operations. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- c. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to maintain the Project). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way. All improvements shall be funded by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.
- d. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- e. Upon completion of the Project, the FDOT shall notify the Agency in writing of the completion of the installation of the Project.
- f. Upon completion of the Project as evidenced by the Notice of Completion, a copy of which is attached as **Exhibit "C"**, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Instantaneous Damage and Deterioration components. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:
Repair or restoration of spalled areas, cracking or separation of materials, corrosion,
- g. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its safe condition as acceptable to the FDOT. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 80,000.00.
- h. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this

Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 4

District Maintenance Engineer

3400 West Commercial Blvd., Fort Lauderdale, FL 33309

Phone: 954-777-4200

City of Pompano Beach, Florida

1201 Ne 5th Avenue

Pompano Beach, FL 33060

Attn: Robert McCaughan, Public Works Director

With a copy to: Louis Friend (same address as above)

With a second copy to:

City Attorney

100 West Atlantic Boulevard

Pompano Beach, FL 33060

7. **TERMINATION OF AGREEMENT.** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall 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. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The

Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties except for the LFA to be executed simultaneously or at about the same time as this Agreement. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

FDOT

State of Florida, Department of Transportation



Legal Review:

By: *Gerry O'Reilly*

Print Name: GERRY O'REILLY P.E.

Title: Director of Transportation Development

Date: 10/31/2013

Dawn Radice

"AGENCY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manis

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 10th day of October, 2013 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

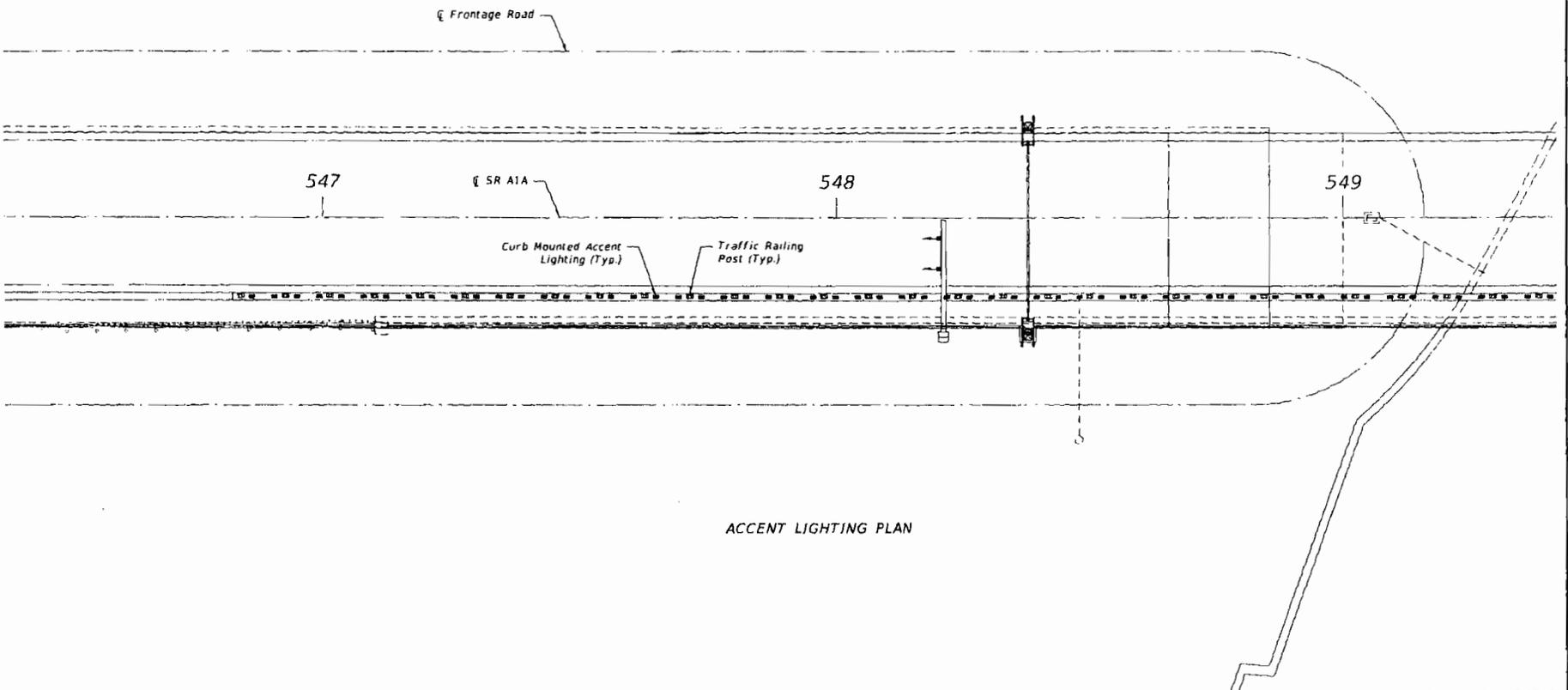
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017



ACCENT LIGHTING PLAN

Bridge No. 860011

REVISIONS						DATE	BY	DESCRIPTION
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			

HARBSTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 644 NAPERVILLE, ILLINOIS 60563 Certificate of Authorization #29741			DRAWN BY: 08-13 CHECKED BY: 08-13	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. A1A COUNTY BROWARD FINANCIAL PROJECT ID 425925-1-52-01	SHEET TITLE: ACCENT LIGHTING PLAN (1 OF 3) PROJECT NAME: SR-A1A OVER HILLSBORO INLET	REV. DATE NO. E-32 SHEET NO. B1-82
---	--	--	--	---	---	---

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5.71003, F.A.C.

EXHIBIT "A"

PROJECT DESCRIPTION

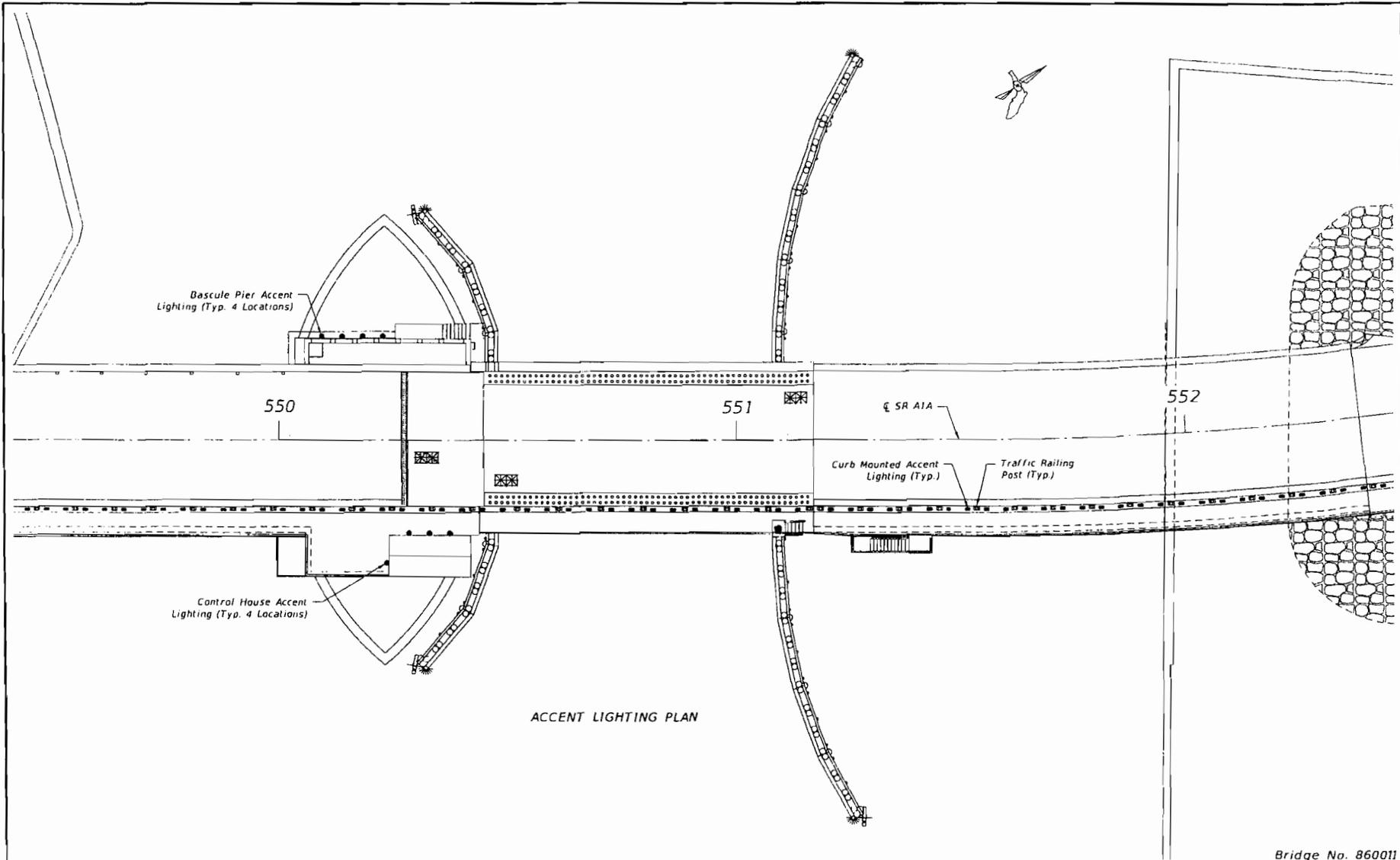
I. SCOPE OF SERVICES

Installation of a Barefoot Mailman Monument, a Municipal Signs Monument and lighting for the monuments and bridge.

II. PROJECT PLANS

The FDOT is authorized to install the Project in accordance with the attached plans prepared by Hardesty-Hanover, LLC. FM 425935-1-52-01.

P.E./R.L.A./Architect and dated 10/30/13. Any revisions to these plans must be approved by FDOT in writing.



ACCENT LIGHTING PLAN

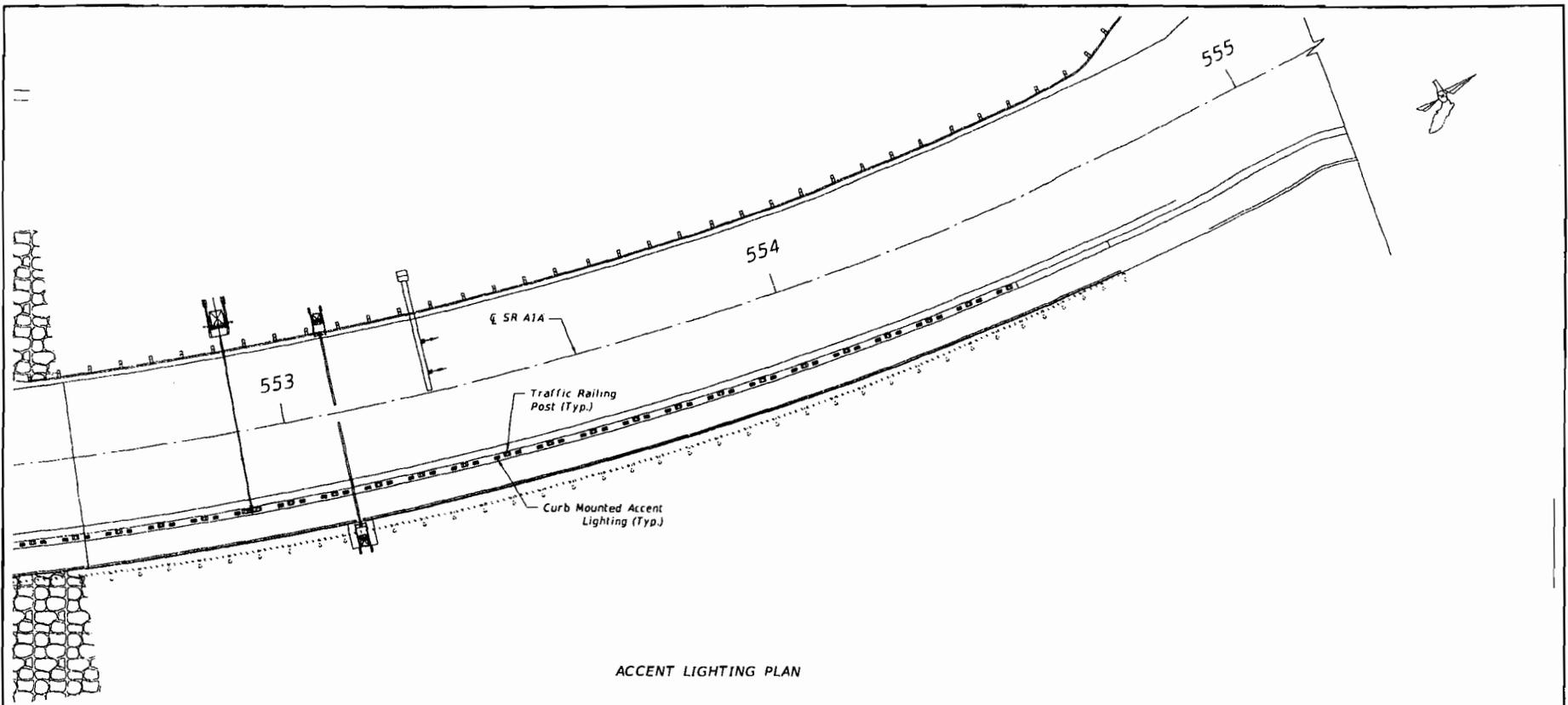
Bridge No. 860011

DATE		BY	DESCRIPTION	REVISIONS		DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 544 NORWICH, FLORIDA 33523 Certificate of Authorization #29741			DRAWN BY: 08-13 CHECKED BY: 08-13 DESIGNED BY: 08-13 CHECKED BY: 08-13	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO: A1A COUNTY: BROWARD FRANCHISE PROJECT ID: 425935-1-52-01	SHEET TITLE: ACCENT LIGHTING PLAN (2 OF 3) PROJECT NAME: SR-A1A OVER HILLSBORO INLET	REF. DWG. NO: E-33 SHEET NO: 01-83
---	--	--	---	---	---	---------------------------------------

10/30/2013 3:14:08 PM C:\PROJECTS\2775_hillsboro_inlet\42593515201\sheet\B1H\accLight01.dgn

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5-23.003, F.A.C.



ACCENT LIGHTING PLAN

Bridge No. 860011

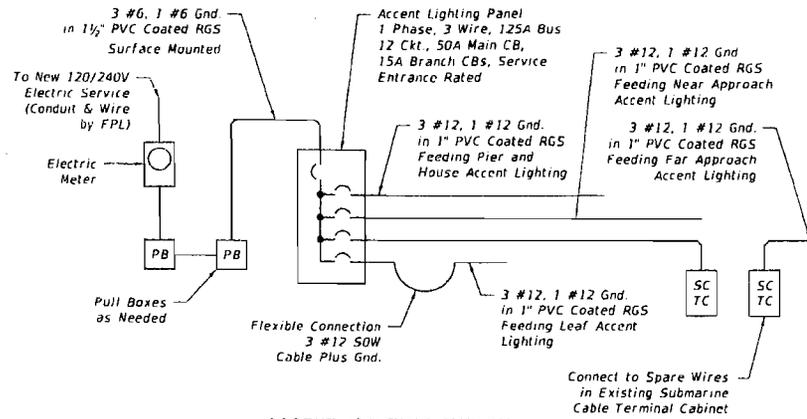
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
 1000 SAWGRASS CORPORATE
 PARKWAY, SUITE 644
 NAPERVILLE, FLORIDA 33528
 Certificate of Authorization #29741

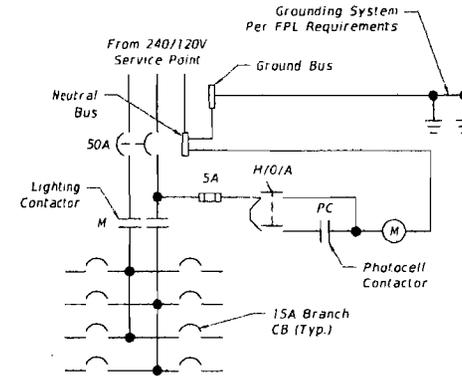
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	425935-1-52-01

SHEET TITLE:		REF. DWG. NO.
ACCENT LIGHTING PLAN (3 OF 3)		E-34
PROJECT NAME:		SHEET NO.
SR-A1A OVER HILLSBORO INLET		B1-84

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



ACCENT LIGHTING SYSTEM
RISER DIAGRAM



ACCENT LIGHTING SYSTEM
PANEL SCHEMATIC

LIGHTING FIXTURE TABLE				
QUANT.	TYPE	MANUF.	PART NUMBER	LOCATION
4	A	Beachside	E14-4W-A-FL-PR-FIN-BK	Bascule Pier West Sign
4	B	Beachside	E14-4W-A-FL-FIN-BK	Tender House Facade
166	D	I.O.	01.SLE.A.N.100.1.0V	Sidewalk
Furnish the following additional spare fixtures to the City of Pompano Beach: 1 each of Types A, B, and 10 of Type D.				

NOTES:

1. Refer to the architectural plans for additional accent lighting details.
2. Furnish and install junction boxes and conduit in the column within the bascule pier. Refer to Monument Details (Dwg. No. TH-17).
3. Surface mounted conduit and conduit mounted in or on the bascule leaf shall meet the requirements of T508.

Bridge No. 860011

REVISIONS				DRAWN BY		STATE OF FLORIDA			SHEET TITLE		SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	TE	08-13	DEPARTMENT OF TRANSPORTATION			E-35	
						APR	08-13	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	SHEET NO.
						APR	08-13	A1A	BROWARD	425935-152-01	SR-A1A OVER HILLSBORO INLET	B1 85
						CH	08-13					

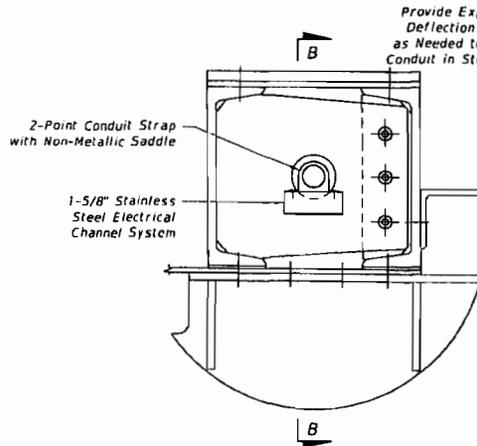
HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
NORWICH, FLORIDA 33823
Andrew Bartle, P.E. #67512
Certificate of Authorization #29741

12/01/13

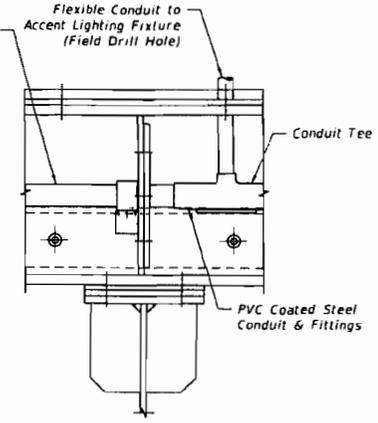
10/20/2013 1:44:09 PM

G:\PROJECTS\52775_Hillsboro_Inlet\42593515201\structure\B1\Misc\E160103.DWG

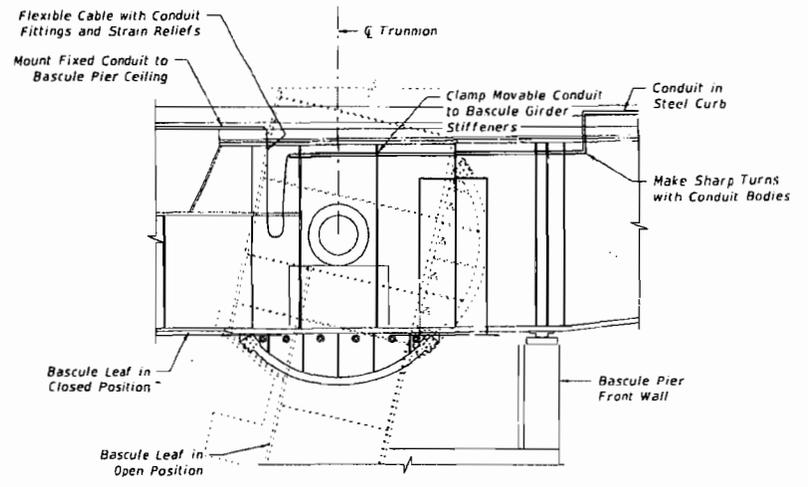
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 91G.23-003, F.A.C.



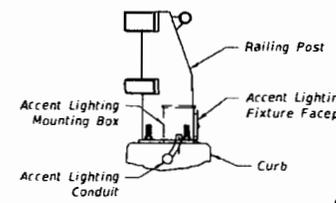
BASCULE SPAN RAILING CURB DETAIL
Rail Post Not Shown



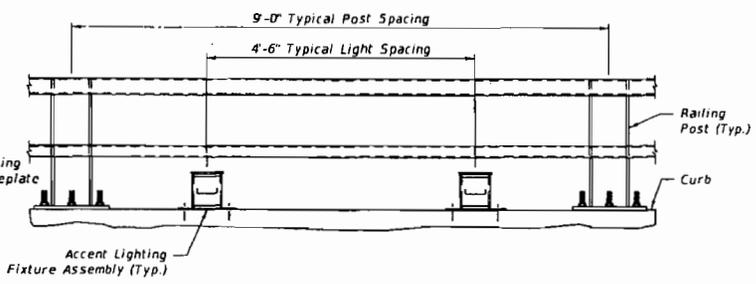
SECTION B-B



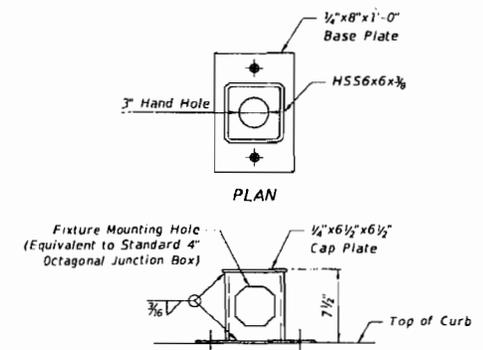
FLEXIBLE CONNECTION AT EAST TRUNNION



ACCENT LIGHTING SIDE VIEW



ACCENT LIGHTING ELEVATION
(Typical at all Wyoming Rail Locations)



ACCENT LIGHTING MOUNTING BOX

Bridge No. 860011

REVISIONS						DRAWN BY: 08-13	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: ACCENT LIGHTING DETAILS (2 OF 2)	REF. DWG. NO. E-36
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						DESIGNED BY: 08-13	A1A	BROWARD	425935-1-52-01	SR-A1A OVER HILLSBORO INLET	81-86
						CHECKED BY: 08-13					
						CHECKED BY: 08-13					

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
NINTON, FL 33525
Certificate of Authorization #22741

10/30/2013 3:44:09 PM G:\PROJECTS\2275_Hillsboro_Inlet\42593515201\Drawings\MaxElevDWG03.DGN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 68J5-23.003, F.A.C.

Tender House General Notes:

- Applicable Codes:
Tender House has been designed in accordance with the 2010 (HVHZ) Edition of the Florida Building Code
- Loads:
Roof Loads:
Live Load = 30 psf

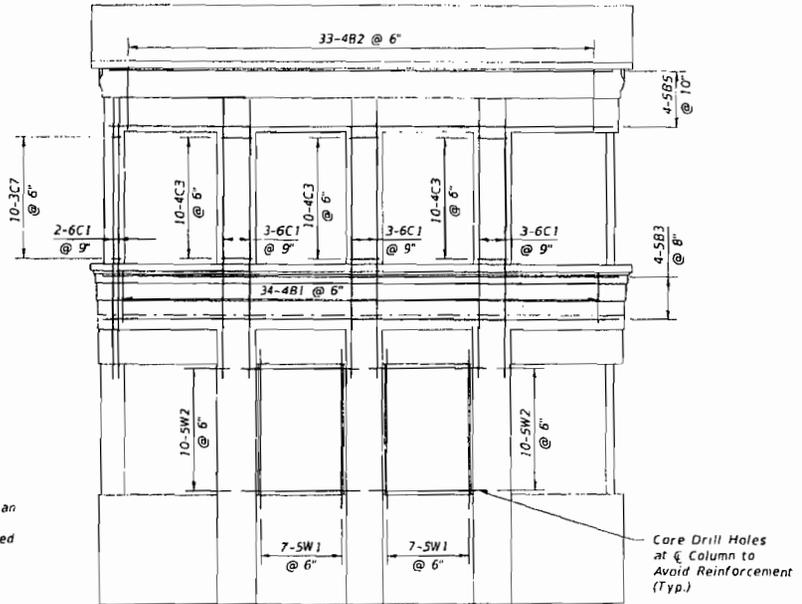
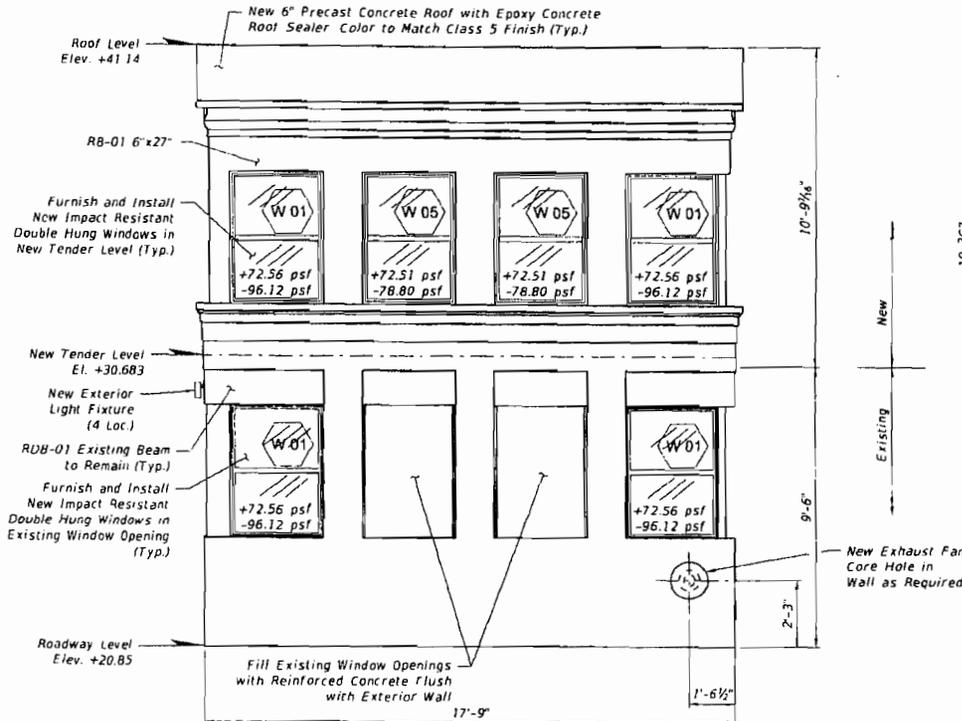
Floor Loads:
Live Load = 100 psf
- Design Criteria:
V=70 mph
Cat=III
Exposure D

- Concrete Cover:
Unless otherwise noted, clear concrete cover will be as follows:
a. For columns to ties: 1 1/2"
b. For beams to ties: 1 1/2"
c. For slabs to main bars: 3/4"
- Wood Construction
A. Standards: All wood construction shall conform to the American Institute of Timber Construction Standards and be identified by grade mark of an accredited agency.

B. Strength: All members shall have properties equal to or better than those given by the Southern Pine Inspection Bureau for Surface Dried Southern Pine No. 2 (minimum allowable bending stress = 1,200 psi for single member uses and 1,400 psi for repetitive member uses. Modulus of elasticity = 1,600 psi).

C. All lumber shall be pressure treated with water borne preservatives for ground contact to comply with AWPB FDN.

- Payment for demolition and renovation of the Tender House shall be paid for under Pay Item No. 512-1.
- See Technical Special Provision T512 for additional requirements.



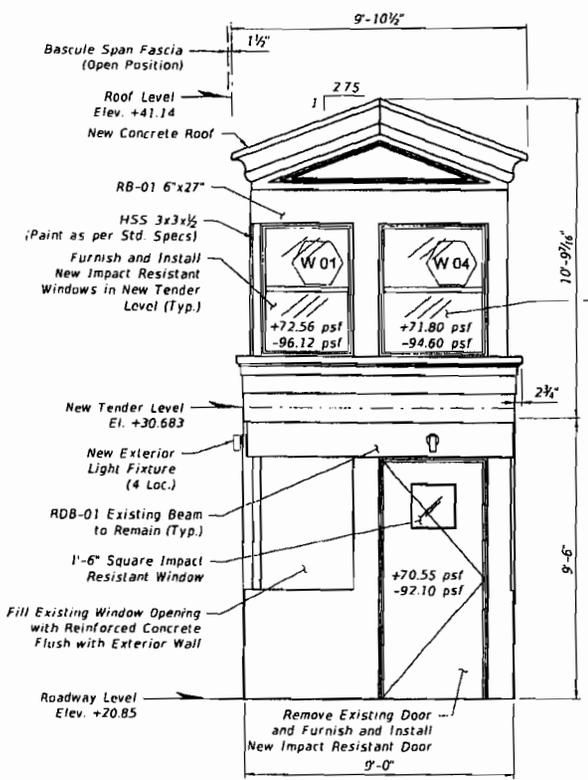
EAST ELEVATION GEOMETRY
(Machinery Level Not Shown For Clarity)

EAST ELEVATION WALL REINFORCEMENT
(Machinery Level Not Shown For Clarity)

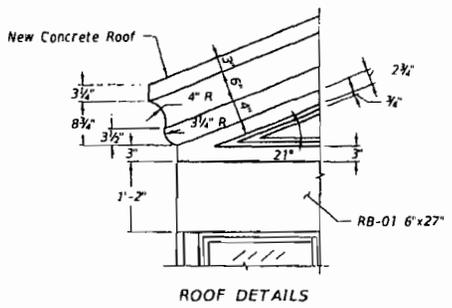
Bridge No. 860011

REVISIONS				HARDESTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 544 SUNNYSIDE, FLORIDA 33523 Cesar Granados, P.E. #64221 Certificate of Authorization #29241	DRAWN BY: TB (06/11) CHECKED BY: CG (06/11) DESIGNED BY: CG (06/11) CHECKED BY: CG (06/11)	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: TENDER HOUSE NEW ELEVATIONS (1 OF 4)	REV. (DWG. NO.) TH-2
DATE	BY	DESCRIPTION	DATE			BY	DESCRIPTION	ROAD NO.		
						A1A	BROWARD	425935-1-52-01	SR-A1A OVER HILLSBORO INLET	B) 88

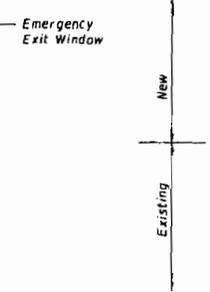
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5-23.003, F.A.C.



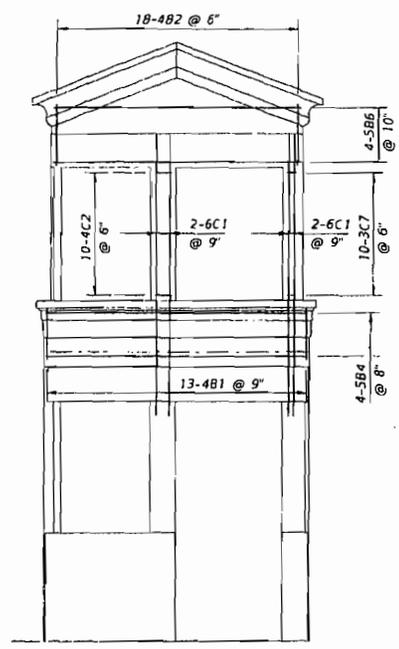
SOUTH ELEVATION GEOMETRY
(Machinery Level Not Shown For Clarity)



ROOF DETAILS



Emergency Exit Window



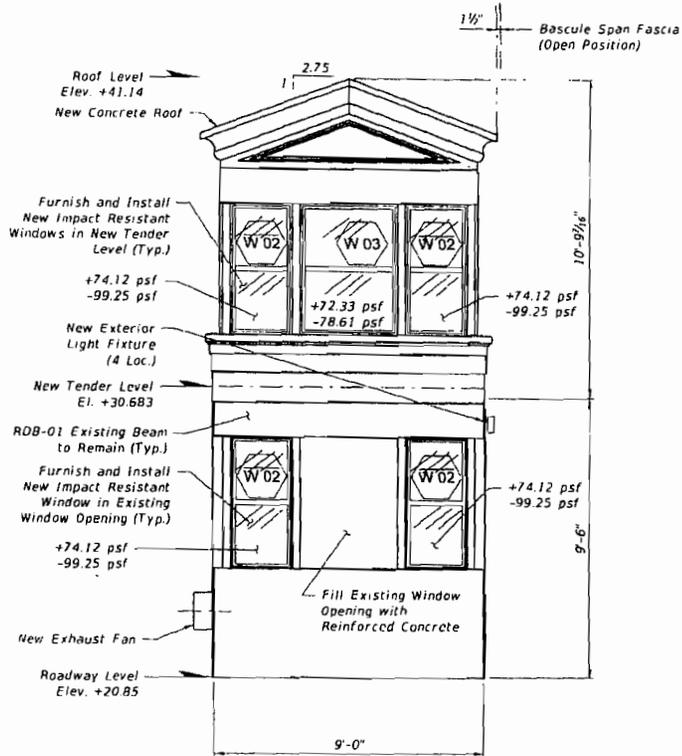
SOUTH ELEVATION WALL REINFORCEMENT
(Machinery Level Not Shown For Clarity)

Bridge No. 86001

REVISIONS				DATE		BY		DESCRIPTION	

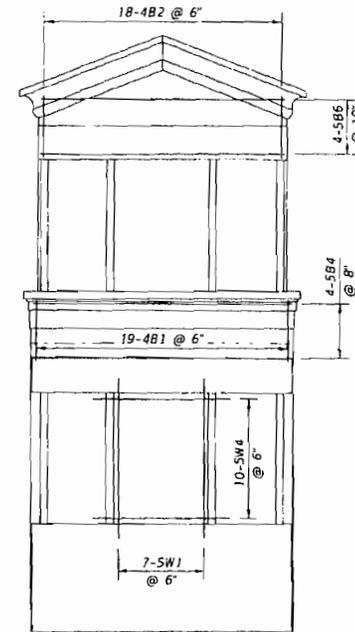
HARDESTY & HANOVER, LLC 1000 SAWGRASS CORPORATE PARKWAY, SUITE 644 MIAMI, FLORIDA 33125 Cesar Granados, P.E. #64271 Certificate of Authorization #20741				DRAWN BY: TB (05-13) CHECKED BY: OD (05-13) DESIGNED BY: CC (05-13) CREATED BY: TB (11-13)	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL POLICE C. B. PROJECT NO.	SHEET TITLE TENDER HOUSE NEW ELEVATIONS (2 OF 4) SR-A1A OVER HILLSBORO INLET	REF. DWG. NO. TH-3 SHEET NO. B1-B9
ROAD NO. COUNTY FINANCIAL POLICE C. B. PROJECT NO.				A1A BROWARD 425935 1-52-01	10/30/2013 3:44:11 PM G:\PROJ\CT 5-2715_Hillsboro_Inlet\42593515201\struct\B11TowerLayout01.DWG		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



NORTH ELEVATION GEOMETRY
(Machinery Level Not Shown For Clarity)

New
Existing



NORTH ELEVATION WALL REINFORCEMENT
(Machinery Level Not Shown For Clarity)

Bridge No. 860011

REVISIONS				DRAWN BY TE 08-11	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE TENDER HOUSE NEW ELEVATIONS (4 OF 4)	REF. DWG. NO. TH-5
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	PROJECT NAME SR-A1A OVER HILLSBORO INLET		

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 544
NORMAN, FLORIDA 33593
Cesar Granados, P.E. #64221
Certificate of Authorization #29741

DESIGNED BY
CS 08-11

CHECKED BY
CS 08-11

REVISIONS

NO. 08-11

DATE 08-11

BY 08-11

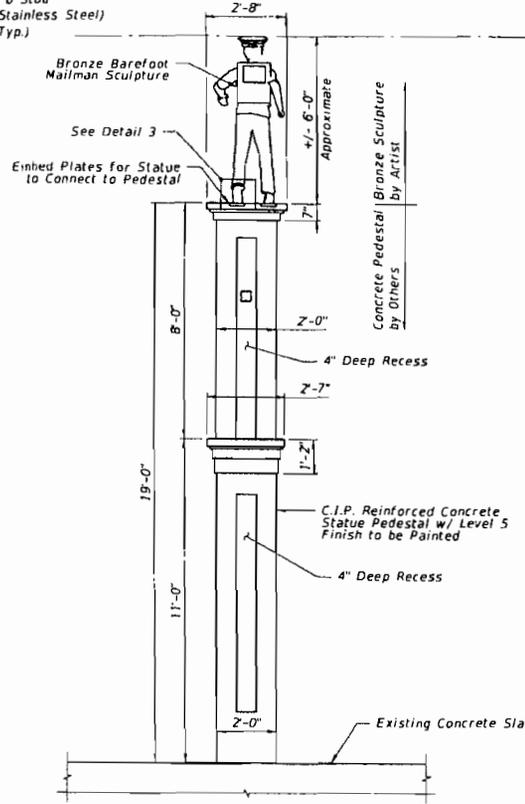
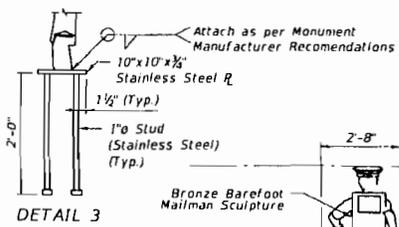
PROJECT NO.
A1A BROWARD 425935-1-52-01

PROJECT NAME
SR-A1A OVER HILLSBORO INLET

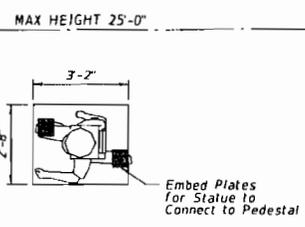
DATE
10/30/2013 3:44:11 PM

FILE NAME
G:\PROJECTS\2775_Hillsboro_Inlet\42593515201\SheetB1\Top1.dwg

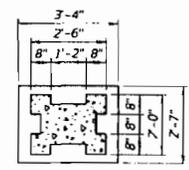
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6105-2.1003, F.A.C.



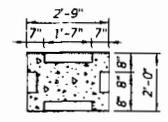
MONUMENT NORTH ELEVATION



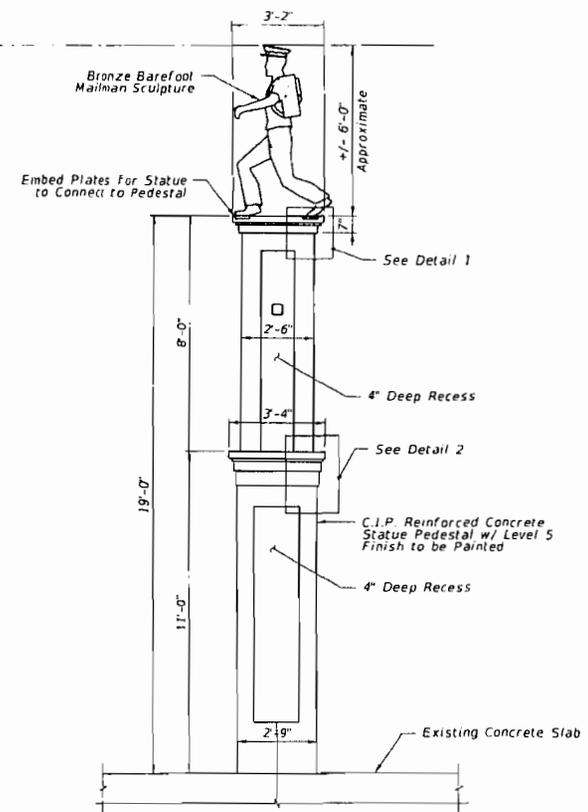
PLAN VIEW TOP



PLAN TOP PEDESTAL



PLAN BOTTOM PEDESTAL



MONUMENT EAST ELEVATION

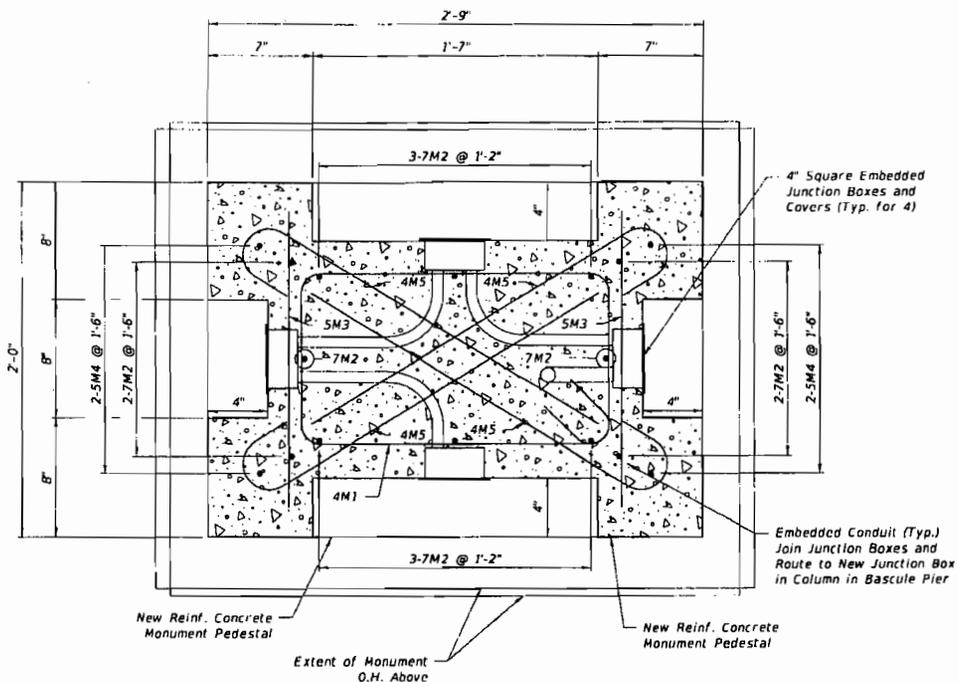
- NOTE:
1. For Detail Nos. 1 and 2, see Dwg. No. TH-17.
 2. Pay for work to install new monument column under Pay Item No. 400-4-4, Concrete Class IV (Superstructure).
 3. Pay for work to install new monument statue under Pay Item No. 751-11-1, Architectural - Special, Tower.

Bridge No. 860011

REVISIONS						DRAWN BY 08-12	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE MONUMENT ELEVATIONS	REF. DWG. NO. TH-16
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							A1A	BROWARD	425935-1-52-01	SR-A1A OVER HILLSBORO INLET	SHEET NO. B1-102

HARDESTY & HANOVER, LLC
 1000 SAWGRASS CORPORATE
 PARKWAY, SUITE 544
 WESTPARK, FLORIDA 33323
 Certificate of Authorization #29741

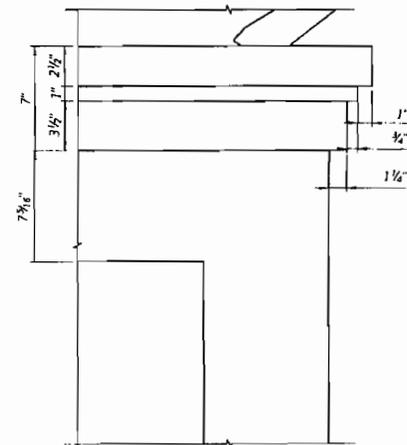
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



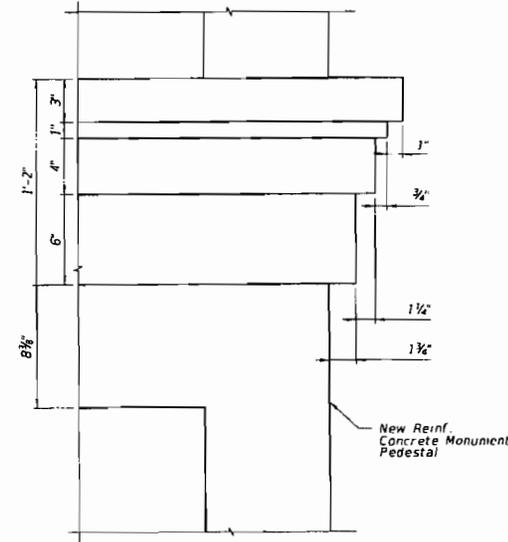
MONUMENT - PLAN DETAIL

NOTE:

1. For location of Detail Nos. 1 and 2, see Dwg. No. TH-16.



DETAIL 1



DETAIL 2

Bridge No. 860011

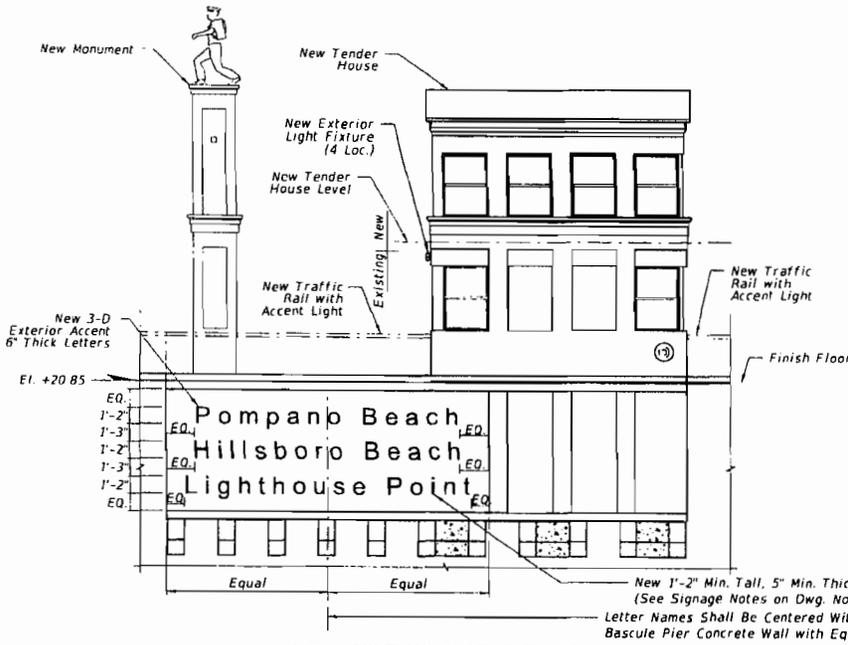
PROVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HARDESTY & HANOVER, LLC
 1000 SAWGRASS CORPORATE
 PARKWAY, SUITE 644
 SUDBURY, GEORGIA 33323
 Certificate of Authorization #29741

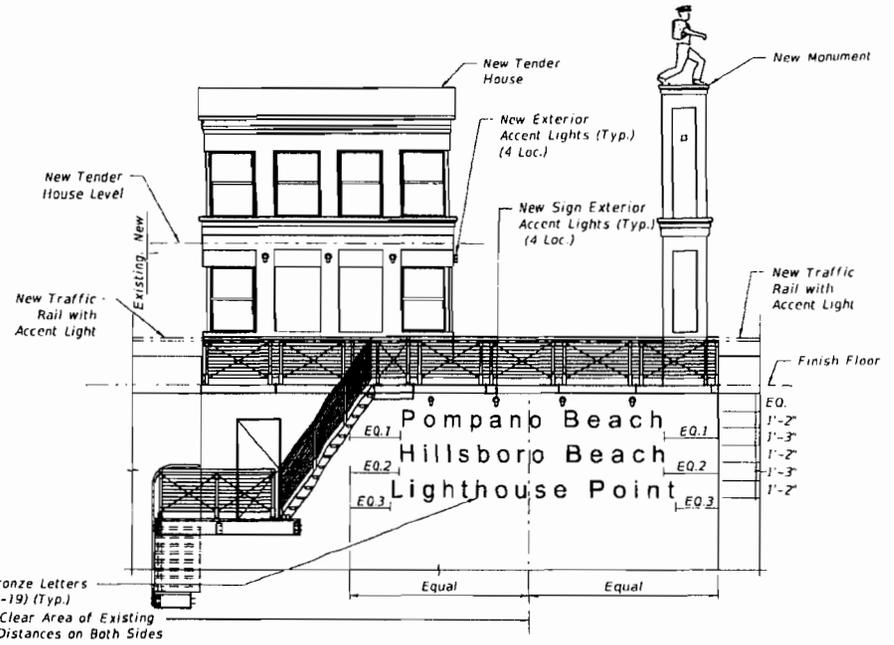
DRAWN BY: BB-13	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
CHECKED BY: BB-13	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
DESIGNED BY: BB-13	A1A	BROWARD	425935-1-52-01
CHECKED BY: BB-13			

SHEET TITLE	REF. DWG. NO.
MONUMENT DETAILS	TH-17
PROJECT NAME	SHEET NO.
SR-A1A OVER HILLSBORO INLET	81-103

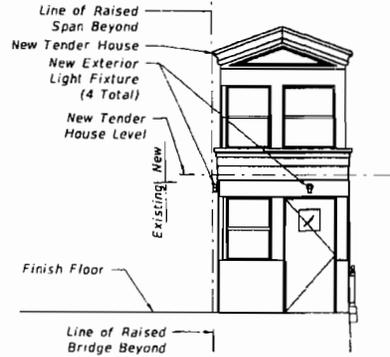
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G5-13.001, F.A.C.



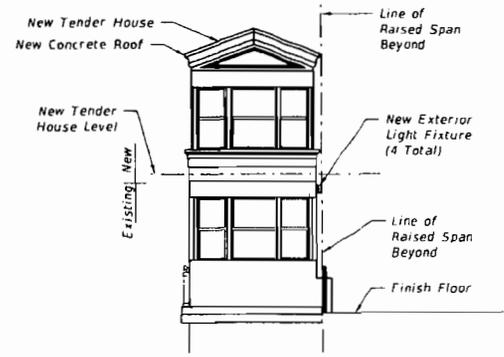
NEW LIGHTING EAST ELEVATION



NEW LIGHTING WEST ELEVATION



NEW LIGHTING SOUTH ELEVATION



NEW LIGHTING NORTH ELEVATION

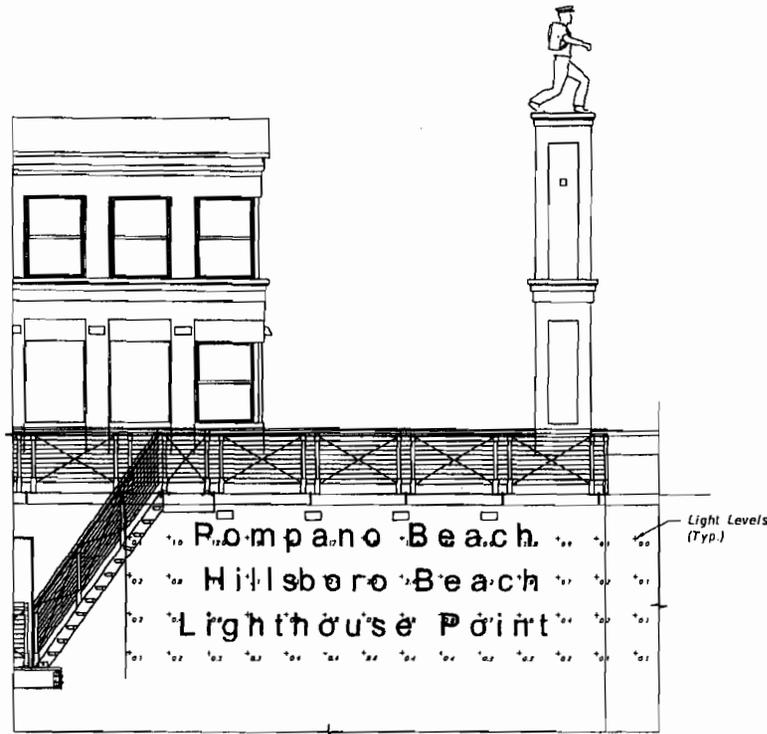
NOTES:
1. For Signage Notes, see Dwg. No. TH-19

Bridge No. B60011

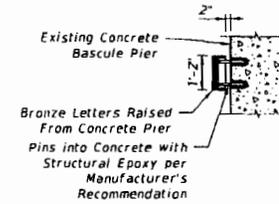
REVISIONS				DATE		BY		DESCRIPTION	

HARDESTY & HANOVER, LLC 1000 SANVICASS CORPORATE PARKWAY, SUITE 644 SEVEN, FLORIDA 33524 Certificate of Authorization #29741		DRAWN BY: 08-13 CHECKED BY: 08-13 DESIGNED BY: 08-13 CHECKED BY: 08-13	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID A1A BROWARD 425935-1-52-01	SHEET TITLE TENDER HOUSE ACCENT LIGHTING ELEVATION SR-A1A OVER HILLSBORO INLET	REF DWG. NO. TH-18 SHEET NO. B1-104
--	--	---	--	---	--

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6105-23.003, F.A.C.



NEW ACCENT LIGHTING (WEST ELEVATION ONLY FOR SIGNAGE)



TYPICAL SIGNAGE LETTER MOUNTING DETAIL

NOTES FOR SIGNAGE:

1. Signage letters shall include (on 3 separate lines as shown in elevations) Pompano Beach (top), Hillsboro Beach (middle) and Lighthouse Point (bottom) at both East and West sides of existing concrete bascule pier of bridge.
2. Stroke of lettering shall be a minimum of 2". Height of letters shall be a minimum of 1'-2" tall.
3. Raised letters shall be a minimum of 5" deep 3d bronze (220 commercial alloy) green patina accelerated oxidation, slight variation from letter to letter with clear coat, baked. Distance between letters and concrete wall shall be per Manufacturer's recommendations (design intent at 2").
4. Letters shall be mounted on bronze or stainless steel pins mounted into existing concrete bascule wall. Attachment detail including number of pins per letter, size and depth of pins, etc. shall be according Manufacturer's Engineer as per manufacturer's shop drawings.
5. All fonts shall be the same and shall be Helvetica Neue (per Pompano Beach standards).
6. Contractor shall provide detailed shop drawings from a qualified signage company which must include signed and sealed drawings from a State of Florida Engineer meeting all required / current structural requirements and wind loads.
7. Actual color samples and mock-up for Owner / Architect to be provided for review and approval prior to final installation.

Bridge No. 860011

REVISIONS						DRAWN BY: 08-13	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: TENDER HOUSE ACCENT LIGHTING (PHOTOMETRICS)	REV. DATE NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		PROJECT NAME
						DESIGNED BY: 08-13	A1A	BROWARD	425935-1-52-01	SR-A1A OVER HILLSBORO INLET	SHEET NO. 01-105
						CHECKED BY: 08-13					DATE PLOTTED 10/20/2013 3:44:20 PM

HARDESTY & HANOVER, LLC
1000 SAWGRASS CORPORATE
PARKWAY, SUITE 644
SUNNYSIDE, FLORIDA 33123

Certificate of Authorization #28741

tsa@rhl

10/20/2013 3:44:20 PM

G:\PROJECTS\2775_Hillsboro_Inlet\42593515201\Struct\A1A\TowerDetail02.dwg

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-33.003, F.A.C.

Section No. 86050000 CAFA No. 2013-C-491-0008

EXHIBIT "B"

LOCAL FUNDING AGREEMENT FOR THE PROJECT

EXHIBIT "C"

NOTICE OF COMPLETION

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

And the City of Pompano Beach

PROJECT DESCRIPTION: Barefoot Mailman statue, municipal sign and electrical lighting

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

Section No. 86050000 CAFA No. 2013-C-491-0008

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____ between the State of Florida, Department of Transportation ("FDOT") and the City of Pompano Beach ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from FDOT to have installed by FDOT Public Art – Add On/affixed and Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at the Hillsboro Inlet Bridge on SR A1A in the City of Pompano Beach in Broward County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.
- D. The Agency has agreed to approve the Project and enter into this Agreement as per the attached Resolution.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through the 50th anniversary of this Agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not fund this agreement by the time provided in the Local Funding Agreement then FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a Public Art – Add On/affixed, Local Identification Marker – Add On/affixed], as more fully described in the plans in **Exhibit "A"**, attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency shall simultaneously execute the Local Funding Agreement ("LFA"), a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, providing the statue, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The FDOT shall incorporate these plans in the design of the bridge. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the

improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency or its consultants of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The FDOT shall be responsible for construction operations. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- c. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to maintain the Project). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way. All improvements shall be funded by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.
- d. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- e. Upon completion of the Project, the FDOT shall notify the Agency in writing of the completion of the installation of the Project.
- f. Upon completion of the Project as evidenced by the Notice of Completion, a copy of which is attached as **Exhibit "C"**, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Instantaneous Damage and Deterioration components. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:
Repair or restoration of spalled areas, cracking or separation of materials, corrosion,
- g. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its safe condition as acceptable to the FDOT. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 80,000.00.
- h. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this

Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a ramped right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. Email and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 4

District Maintenance Engineer

3400 West Commercial Blvd., Fort Lauderdale, FL 33309

Phone: 954-777-4200

City of Pompano Beach, Florida

1201 Ne 5th Avenue

Pompano Beach, FL 33060

Attn: Robert McCaughan, Public Works Director

With a copy to: Louis Friend (same address as above)

With a second copy to:

City Attorney

100 West Atlantic Boulevard

Pompano Beach, FL 33060

7. **TERMINATION OF AGREEMENT.** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall 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. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The

Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties except for the LFA to be executed simultaneously or at about the same time as this Agreement. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

FDOT

State of Florida, Department of Transportation

Legal Review:

By: _____

Print Name: _____

Title: _____

Date: _____

THIS IS AN EXHIBIT ONLY. NOT FOR EXECUTION!

"AGENCY":

Witnesses: CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2013 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Installation of a Barefoot Mailman Monument, a Municipal Signs Monument and lighting for the monuments and bridge.

II. PROJECT PLANS

The FDOT is authorized to install the Project in accordance with the attached plans prepared by Hardesty-Hanover, LLC. FM 425935-1-52-01.

P.E./R.L.A./Architect and dated _____. Any revisions to these plans must be approved by FDOT in writing.

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!

EXHIBIT "B"

LOCAL FUNDING AGREEMENT FOR THE PROJECT

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Pompano Beach located at 1201 N.E. 5th Avenue, Pompano Beach, FL 33060, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's SR-A1A Bridge No. 860011 Repair/Rehabilitation work over the Hillsboro Inlet in Broward County, Florida. (Financial Management (FM) Number 425935-1-52-01, Funded in Fiscal Year 2013/2014); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional aesthetic work: Construction of steel "Wyoming" railing (crash wall), a sidewalk, a pedestrian steel railing, decorative bridge lighting, installation of the "Barefoot Mailman" monument and municipal sign monuments, respectively, 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 proper officials to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, 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 total cost for the Project and the DEPARTMENT's Bridge repair/rehabilitation work is estimated to be FIVE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED NINETY SEVEN DOLLARS AND NO CENTS (\$5,474,497.00). The PARTICIPANT'S share for the Project is estimated at ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS

(\$1,131,905.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the PARTICIPANT's payment, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the PARTICIPANT.

- 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 ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$1,131,905.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's bridge repair/rehabilitation work.

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. 425935-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 425935-1-52-02.

Payment shall be mailed to:

Florida Department of Transportation
Professional Services Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- 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 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 accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount 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 when the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's bridge repair/rehabilitation work.

- C. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for 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 payment 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 Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT 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.*
- 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 and the bridge repair/rehabilitation work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project & bridge repair/rehabilitation 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 bridge repair/rehabilitation work. 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 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. The payment of funds under this Locally Funded Agreement will be made directly to the Department of Financial Services, Division of Treasury for deposit and as provide in the Memorandum of Agreement (MOA) 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.**

5. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of the "Barefoot Mailman" monument and municipal sign monuments, respectively, along with the decorative bridge lighting of the Project.

The PARTICIPANT will comply with the provisions set forth in the Community Aesthetic Feature Agreement (CAFA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the monuments and lighting in accordance with the terms of **Exhibit C**. 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 Boward County.
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 bridge repair/rehabilitation work is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2016 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. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
11. 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.
12. 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: Bing Wang
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060
Attn: Robert McCaughan, Public Works Director
With a copy to: Louis Friend (same address as above)

With a second copy to:
City Attorney
100 West Atlantic Boulevard
Pompano Beach, FL 33060

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

DEPARTMENT OF TRANSPORTATION

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

APPROVED:

BY: _____
OFFICE OF THE GENERAL COUNSEL

BY: _____
DISTRICT PROGRAM MANAGEMENT ENGINEER

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

"PARTICIPANT"

Witnesses:

CITY OF POMPANO BEACH

By:

LAMAR FISHER, MAYOR

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 201__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

Exhibit A
Scope of Services
FM# 425935-1-52-01

The PARTICIPANT has requested the following work to be included during the DEPARTMENT's repair/rehabilitation of the Hillsboro Inlet Bridge (Bridge No. 860011):

- 1) Construction of steel "Wyoming" railing on the east side of the bascule bridge and on approaches (crash wall)
- 2) Construction of decorative bridge lighting
- 3) Construction of a sidewalk
- 4) Construction of a Pedestrian Steel railing
- 5) Installation of the "Barefoot Mailman" monument and a municipal sign monument, respectively.

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!!

EXHIBIT "B"
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____, day of _____, 201__, by and between the State of Florida, Department of Transportation, hereinafter referred to as "DEPARTMENT ", the State of Florida, Department of Financial Services, Division of Treasury, hereinafter referred to as "TREASURY" and CITY OF POMPANO BEACH, hereinafter referred to as the "PARTICIPANT".

WITNESSETH

WHEREAS, DEPARTMENT is currently constructing the following project:

Main Financial Project No.: 425935-1-52-01/02
County: BROWARD

hereinafter referred to as the "Project".

WHEREAS, the DEPARTMENT and the PARTICIPANT entered into a Locally Funded Agreement (LFA) dated _____, 201__, wherein the DEPARTMENT agreed to perform certain work on behalf of the PARTICIPANT in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of DEPARTMENT and the PARTICIPANT to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the PARTICIPANT by DEPARTMENT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. The DEPARTMENT and the PARTICIPANT agree that the recitals set forth above are true and correct deemed incorporated herein.
2. An initial deposit in the amount of ONE MILLION ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED FIVE DOLLARS AND NO CENTS (\$1,131,905.00) will be made by the PARTICIPANT into an interest bearing escrow account established by DEPARTMENT for the purposes of the Project. Said escrow account will be opened with the TREASURY on behalf of DEPARTMENT upon receipt of this Memorandum of Agreement. Such account will be an asset of DEPARTMENT.
3. Other deposits may be made by the PARTICIPANT as necessary to cover cost increases or the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

4. Payment will be made as follows (check appropriate payment method):

- Wire transfer
- ACH deposit
- Check

A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible. Following is the wiring and ACH deposit instructions:

For wire transfers: Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 425935-1-52-02

For ACH deposits: Bank of America
Account # 001009068974
ABA # 063100277
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project # 425935-1-52-02

If a check is the method of payment, the check shall be made payable to the Department of Financial Services, Revenue Processing and mailed to FDOT, OOC-GAO for appropriate processing at the following address:

Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

A copy of this Agreement should accompany any deposits. When the check is mailed to Tallahassee, the District Office should instruct the PARTICIPANT to mail the District Office a copy of the check.

The DEPARTMENT's Comptroller or designee shall be the sole signatories on the escrow account with the TREASURY and shall have sole authority to authorize withdrawals from said account.

6. Unless instructed otherwise by the DEPARTMENT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project as defined in the LFA.

7. The TREASURY agrees to provide written confirmation of receipt of funds to DEPARTMENT.

8. The TREASURY further agrees to provide periodic reports to DEPARTMENT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES, DIVISION OF TREASURY

PARTICIPANT SIGNATURE

PARTICIPANT NAME & TITLE

120 NE 5TH AVENUE
PARTICIPANT ADDRESS

POMPANO BEACH, FLORIDA 33060

F-596-000-411
FEDERAL EMPLOYER I.D. NUMBER

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!!

"PARTICIPANT":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2013 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

THIS IS AN EXHIBIT ONLY..... NOT FOR EXECUTION!!

EXHIBIT "C"

NOTICE OF COMPLETION

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
And the City of Pompano Beach

PROJECT DESCRIPTION: Barefoot Mailman statue, municipal sign and electrical lighting

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!