

EXHIBIT B

**LOCALLY FUNDED AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF MIAMI BEACH**

This Locally Funded Agreement (“Agreement”) is made and entered into this ___ day of _____, 20____, between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the “Department”, and the City of Miami Beach, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the “Participant”.

RECITALS

WHEREAS, the Department has jurisdiction over and maintains SR 907/ALTON ROAD FROM MICHIGAN AVENUE TO SOUTH OF ED SULLIVAN DRIVE/43RD STREET; and

WHEREAS, the Department is undertaking a roadway milling, resurfacing, overbuilding, and widening **Project FPID# 429193-1** on SR 907/Alton Road from Michigan Avenue to 43rd Street; and

WHEREAS, the Department has agreed to incorporate Participant requested improvements into the above mentioned Department project; and

WHEREAS, the Participant shall fund the increased costs, under financial project number 429193-1-52-04, associated with the installation of Participant requested improvements on SR 907 / Alton Road from Michigan Avenue to 43rd Street, hereinafter collectively referred to as the “Project”, the individual elements of which are outlined in the attached Exhibit “A”, “Scope of Services”, which is herein incorporated by reference; and

WHEREAS, contingent upon the Participant entering into a State-Funded Grant Agreement with the Department, the Participant shall be awarded state funding for a portion of the total Project cost through the County Incentive Grant Program (“CIGP”);

WHEREAS, at the Participant’s request, the Department will administer the construction of the Project on behalf of the Participant and the construction inspection, and maintenance during construction (collectively the “Construction”), as well as the funding provided by the Participant for the Construction of the Project in accordance with the terms of this Agreement;

WHEREAS the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS the parties are authorized to enter into this Agreement pursuant to **Section 334.044(7) and 339.12, Florida Statutes (F.S.)**.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS

- a. A true and correct copy of the Resolution of the Participant's Commission approving this Agreement is attached hereto as Exhibit "C," "Participant's Resolution", and is incorporated herein by reference.
- b. The Department will administer Construction of the Project in accordance with the attached Exhibit "A", "Scope of Services"..
- c. Participant agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life.
- d. The Participant shall transfer to the Department funds in the aggregate amount of Two Million Three Hundred Fifteen Thousand Eight Hundred and Eight and 64/100 Dollars (\$2,315,808.64) for the Project ("Deposit"), subject further to the provisions in Section 3 of this Agreement and as outlined in Exhibit "B," "Financial Summary," which is herein incorporated by reference.
- e. The Department will complete the Project utilizing the funds provided by the Participant.
- f. The Department will not be obligated to commence Construction or any other work on the Project until Participant's funding for the Project is on deposit with the Department.

3. FINANCIAL PROVISIONS

- a. The Participant agrees that it will furnish the Department with the Deposit in two separate advance deposits in the following amounts for full payment of the total estimated Project cost for Locally Funded project number(s) 429193-1-52-04, and per the following schedule:
 - Three Hundred Forty-Seven Thousand Three Hundred Seventy-One and 30/100 Dollars (\$347,371.30) to be furnished to the Department on or before December 1, 2023; and
 - One Million Nine Hundred Sixty-Eight Thousand Four Hundred Thirty-Seven and 34/100 Dollars (\$1,968,437.34) to be furnished to the Department on or before April 1, 2024.

The Department may utilize the Deposit for payment of the costs of the Project.

- b. If the accepted bid amount plus allowances is in excess of the total estimated Project cost 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, exceeds the total estimated Project cost 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 on final accounting as provided herein below. If the Participant cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the Department's Project Manager indicating when the deposit will be made. The Participant understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to a delay of the Project.
- c. If the accepted bid amount plus allowances is less than the total estimated Project cost amount, the Department will refund the amount that the total estimated Project cost exceeds the bid amount plus allowances within thirty (30) calendar days from the date the bid amount plus allowances is accepted.
- d. Should Project modifications or changes to bid items occur that increase the Participant's total Project costs, the Participant will be notified by the Department accordingly. 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 during the Project and on final accounting as provided herein below. Funds due from the Participant during the Project not paid within ninety (90) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, Florida Statutes (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 and sixty days (360) of final payment to the contractor(s). The Department considers the Project complete when the final payment has been made to the contractor(s), not when the Construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the Participant for a period of three (3) years after final close out of the Project. The Participant will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to

the Participant within thirty (30) calendar days from the date that the final and complete accounting is completed. If the final accounting is not performed within three hundred and sixty (360) days, the Department 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 ninety (90) 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 ninety (90) calendar days until the invoice is paid.

g. The payment of funds under this Agreement will be made directly to the Department for deposit and as provided in the attached **Three-Party Escrow Agreement** between the Participant, the Department, and the State of Florida, Department of Financial Services, Division of Treasury, attached hereto as Exhibit "D," and is incorporated herein by reference.

h. Contact Persons:

PARTICIPANT: City of Miami Beach

Address: 1700 Convention Center Drive, Miami Beach, FL, 33139

Contact Person: Jose R. Gonzalez, P.E.

Telephone #: 305-673-7000 Ext. 6768

Federal Employer ID # (FEIN) 596000372011

DEPARTMENT: Florida Department of Transportation

District Contact: Kevin Lopez

Telephone #: 305-640-7130

4. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall become effective upon execution by the Participant and the Department and as of the date set forth on page one (1) hereof.

5. PROVISIONS SEPARABLE

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

6. AMENDMENT OF AGREEMENT

This Agreement may only be amended by mutual agreement of the Department and the Participant, expressed in writing, and executed and delivered by each.

7. NOTICES

Unless otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

a. If to the Participant:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL, 33139
Attention: Jose R. Gonzalez, P.E., Director

b. If to the Department:

Florida Department of Transportation
1000 NW 111 Avenue
Miami, Florida 33172
Attention: Kevin Lopez, P.E., Project Manager

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

8. ENTIRE AGREEMENT

This Agreement, including its attached Exhibits, contain the sole and entire Agreement between the parties with respect to such subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

9. BINDING EFFECT

This Agreement shall be binding upon the parties and their respective representatives, successors, and assigns.

10. WAIVER

Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

11. CAPTIONS

The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

12. ABSENCE OF THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

13. OTHER DOCUMENTS

The parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement. In the event that any election, referendum, approval, ratification, notice, or other proceeding or authorization is required to carry out the Project, the Participant agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

14. GOVERNING LAW

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative, or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF MIAMI BEACH:

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION:**

BY: _____
**(PARTICIPANT'S AUTHORIZED SIGNER'S
TITLE)**

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(PARTICIPANT'S SIGNER'S TITLE)

ATTEST: _____
EXECUTIVE SECRETARY

LEGAL REVIEW

PARTICIPANT'S ATTORNEY

DISTRICT CHIEF COUNSEL

EXHIBIT "A"

SCOPE OF SERVICES

Project Description: SR 907/Alton Road Reconstruction

Project Limits: From Michigan Avenue to South of Ed Sullivan Dr/43 Street

FDOT Financial Project Number: 429193-1-52-04

County: Miami-Dade

FDOT Project Manager: Kevin Lopez, P.E., Project Manager

Participant's Project Manager: Jose R. Gonzalez, P.E., Director of Transportation and Mobility

The Project consists of constructing a separated bi-directional bicycle lane and sidewalk between Michigan Avenue and Chase Avenue along the east side of Alton Road and all associated elements. This shall include new pavement construction for the bicycle path, sod and irrigation system for sod separation between the travel lanes and bicycle path, sidewalk, signage, striping, harmonization onto the City of Miami Beach Golf Course, and modifications to the City of Miami Beach Golf Course Parking lot (including pavement, curb, striping, signage, and drainage). In addition to the separated bi-directional bicycle lane and all associated elements, the Project also consists of placement of St. Augustine sod and its respective irrigation system along the median from Michigan Avenue to Chase Avenue.

EXHIBIT "B"

FINANCIAL SUMMARY

The Department's Work Program allocates the following funding, programmed under Financial Project Number 429193-1-52-04, for Project completion:

Fiscal Year:	Amount:	Fund Type:
429193-1-52-04 FY 2025	\$2,315,808.64	Local Funds (LF)

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EXHIBIT "C"

PARTICIPANT'S RESOLUTION

To be herein incorporated once approved by the Participant's Commission.

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EXHIBIT "D"

THREE-PARTY ESCROW AGREEMENT

To be herein incorporated once approved by the Department's Office of the Comptroller.

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429193-1-52-01
MIAMI BEACH GOLF CLUB PARKING LOT

Cost Estimate

ROADWAY					
Pay Item	Description	Unit	Quantity	Unit Cost	Total
0104 18	INLET PROTECTION SYSTEM	EA	2	\$99.02	\$198.04
0110 1 1	CLEARING & GRUBBING	AC	0.021	\$52,223.24	\$1,096.69
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	14	\$28.55	\$399.70
0160 4	TYPE B STABILIZATION	SY	58	\$1.41	\$81.78
285715	OPTIONAL BASE, BASE GROUP 15	SY	58	\$184.66	\$10,710.28
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	5241	\$5.05	\$26,467.05
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	730.2	\$160.83	\$117,438.07
0337 8 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	437.1	\$198.97	\$86,969.79
0400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	93.5	\$1,721.01	\$160,914.44
0425 1201	INLETS, CURB, TYPE 9, <10'	EA	3	\$7,050.70	\$21,152.10
0425 2 41	MANHOLES, P-7, <10'	EA	4	\$7,036.03	\$28,144.12
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	391	\$135.06	\$52,808.46
0515 2311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	668	\$160.00	\$106,880.00
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	41	\$37.82	\$1,550.62
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	19	\$78.84	\$1,497.96
0520 2 4	CONCRETE CURB, TYPE D	LF	164	\$31.07	\$5,095.48
0527 2	DETECTABLE WARNINGS	SF	28	\$34.26	\$959.28
0520 1 2	PERFORMANCE TURF, SOD	SY	3857	\$3.46	\$13,345.22
Roadway Subtotal:					\$635,709.07

LANDSCAPE					
Pay Item	Description	Unit	Quantity	Unit Cost	Total
0590 2109*	IRRIGATION SYSTEM, 0-1.0" PVC WATER LINE	LF	485	\$0.50	\$242.65
0590 2110*	IRRIGATION SYSTEM, 1.1-2.0" PVC WATER LINE	LF	3084	\$1.77	\$5,471.37
0590 2111*	IRRIGATION SYSTEM, 2.1-3.0" PVC WATER LINE	LF	102	\$2.45	\$248.92
0590 5109*	IRRIGATION SYSTEM- 6" POP UP SPRINKLER HEAD	EA	356	11.75	\$4,183.00
0590 6114	IRRIGATION SYSTEM, 1.1-2.0" VALVE	EA	5	178	\$890.00
0591 1400	IRRIGATION SLEEVE, 4" DIAMETER	LF	64	\$60.00	\$3,816.00
Landscape Subtotal:					\$14,851.94

SIGNING AND PAVEMENT MARKING					
Pay Item	Description	Unit	Quantity	Unit Cost	Total
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	7	\$4.20	\$29.40
0710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.493	\$1,454.99	\$717.31
0710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	32	\$1.69	\$54.08
0710 11 160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	6	\$98.75	\$592.50
0710 11 170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	13	\$57.23	\$743.99
0710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.030	\$1,344.84	\$40.35
0710 11 224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	51	\$1.74	\$88.74
0710 11421	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6"	LF	196	\$0.86	\$168.56
Signing and Pavement Marking Subtotal:					\$2,434.93
Grand Total:					\$652,995.93

Note: Unit costs are from the Current 12 Month Moving Area 13 Averages (From 2022/09/01 to 2023/08/31).
* Unit costs are from average industry standards

ROADWAY					
Pay Item	Description	Unit	Quantity	Unit Cost	Total
0107-1	LITTER REMOVAL	AC	57.58	\$ 24.89	\$ 1,433.17
0107-2	MOWING	AC	5.81	\$ 26.33	\$ 152.98
0110-1-1	CLEARING & GRUBBING	LS/AC	1.73	\$ 75,000	\$ 129,750.00
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	224	\$ 28.55	\$ 6,395.20
0120-1	REGULAR EXCAVATION	CY	12.5	\$ 28.29	\$ 353.63
0120-6	EMBANKMENT	CY	6,492.50	\$ 20.00	\$ 129,850.00
0145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	SY	4,176	\$ 7.50	\$ 31,320.00
0160-4	TYPE B STABILIZATION	SY	4,458	\$ 3.00	\$ 13,374.00
0285-702	OPTIONAL BASE, BASE GROUP 02	SY	4,458	\$ 48.65	\$ 216,881.70
0327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	4,631	\$ 5.05	\$ 23,386.55
0334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	933.6	\$ 175.83	\$ 164,154.89
0337-7-81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	382.1	\$ 182.37	\$ 69,683.58
0337-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	367.8	\$ 192.48	\$ 70,794.14
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	4,185	\$ 67.17	\$ 281,106.45
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	113	\$ 79.84	\$ 9,021.92
0527-2	DETECTABLE WARNINGS	SF	190	\$ 34.26	\$ 6,509.40
Roadway Subtotal:					\$ 1,154,167.60

SIGNING					
Pay Item	Description	Unit	Quantity	Unit Cost	Total
0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	7	\$ 486.59	\$ 3,406.13
0700-1-60	SINGLE POST SIGN, REMOVE	AS	3	\$ 38.49	\$ 115.47
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	10	\$ 5.31	\$ 53.10
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	24	\$ 173.17	\$ 4,156.08
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	16	\$ 111.55	\$ 1,784.80
0711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.019	\$ 2,197.89	\$ 41.76
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.062	\$ 5,535.64	\$ 343.21
0711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	0.604	\$ 1,942.74	\$ 1,173.41
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.009	\$ 5,635.20	\$ 50.72
Signing Subtotal:					\$ 11,124.68

LANDSCAPE					
Pay Item	Description	Unit	Quantity	Unit Cost	Total
0110-21	TREE PROTECTION BARRIER	LF	164	5.66	\$ 928.24
0581-1-1	RELOCATE TREES AND PALMS, PALM, <14' OF CLEAR TRUNK	EA	15	1545.71	\$ 23,185.65
0581-1-2	RELOCATE TREES AND PALMS, PALM, >=14' OF CLEAR TRUNK	EA	2	2357.21	\$ 4,714.42
0581-1-5	RELOCATE TREES AND PALMS, TREES, TREES, >=5" DIAMETER AT BREAST HEIGHT	EA	19	1310	\$ 24,890.00
Landscape Subtotal:					\$ 53,718.31

Grand SubTotal: \$ 1,219,010.59
 Mobilization 10% \$ 121,901.06
 MOT 10% \$ 121,901.06

 Grand Total: \$ 1,462,812.71