

EXHIBIT- A

CITY OF POMPANO BEACH VERSION
OF
THE INTERLOCAL AGREEMENT (ILA)
FOR DIXIE HIGHWAY IMPROVEMENTS POMP-002
WITH PROPOSED DATES
FOR PROJECT
MILESTONES AND COMPLETION

ORDINANCE NO. 2025- 13

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FOURTH AMENDMENT TO THE CONSTRUCTION MANAGER-AT-RISK AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE WHITING-TURNER CONTRACTING COMPANY FOR THE CONSTRUCTION OF SEGMENT 3 OF THE DIXIE HIGHWAY STREETScape IMPROVEMENTS FROM NE 10TH STREET TO COPANS ROAD AT A GUARANTEED MAXIMUM PRICE OF \$12,984,223.34, AND TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY UNDER THE COUNTY TRANSPORTATION SURTAX PROGRAM TO INCREASE THE SCOPE OF WORK, EXTEND THE TERM AND INCREASE MAXIMUM FUNDING AMOUNT, AND TO AUTHORIZE THE PROPER CITY OFFICIALS TO MAKE NONSUBSTANTIVE AMENDMENTS WITHOUT FURTHER COMMISSION APPROVAL AS MAY BE REQUIRED BY BROWARD COUNTY FOR PROGRAM FUNDING, NOT INCLUDING THE GUARANTEED MAXIMUM PRICE, AND TO PROVIDE COPIES OF SUCH AMENDMENTS TO THE CITY COMMISSION AND CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the Fourth Amendment to Construction Manager-at-Risk Agreement between the City of Pompano Beach and The Whiting-Turner Contracting Company for the

construction of Segment 3 of the Dixie Highway Streetscape Improvements from NE 10th Street to Copans Road (Amendment), substantially similar to the attached copy, is approved, and is incorporated by reference as if set forth in full.

SECTION 2. That the Interlocal Agreement with Broward County for an amount up to \$12,240,069.60 in project funding under the County Transportation Surtax Program (Interlocal Agreement), substantially similar to the attached copy, is approved, and is incorporated by reference as if set forth in full.

SECTION 3. That the Mayor and City Manager are authorized to execute the Amendment and the Interlocal Agreement and to make nonsubstantive amendments, without additional City Commission approval, as may be required by Broward County for Program funding, not including the guaranteed maximum price, and provide copies of such amendments to the City Commission and City Clerk.

SECTION 4. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of November, 2024.

PASSED SECOND READING this 10th day of December, 2024.

Signed by:

Rex Hardin

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REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Kervin Alfred

D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

JES:mcm
10/7/24
L:ord/2025-02

Signed by:





**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF POMPANO BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DIXIE
HIGHWAY/ ATLANTIC BLVD CORRIDOR IMPROVEMENTS (POMP-002)**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of Pompano Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project for the Dixie Highway/Atlantic Blvd Corridor Improvements Project, dated November 10, 2022, (the "Original Agreement"), to provide for the construction of streetscape improvements on Dixie Highway from McNab Road to Sample Road/Pompano Park Place and Atlantic Boulevard from NW 6th Avenue to Cypress Road.

B. The Original Agreement was amended by a First Amendment, dated June 5, 2024, which included the potential for a reimbursable inflation adjustment in connection with Segment 2 of the Project (as described herein). The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Agreement expires by its terms on January 1, 2026.

D. The Parties now desire to further amend the Agreement to increase the Scope of Work to allow for streetscape improvements to additional roadway segments, extend the Term of the Agreement, and increase the Agreement's Maximum Funding amount.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The Initial Term as defined in Section 4.1 of the Agreement is extended by one (1) year, through and including January 1, 2027.
4. Section 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule

(including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1 Segment 2: Construction (inclusive of 5% contingency)	\$13,921,600.00
Maximum Reimbursable Inflation Adjustment for Segment 2	\$1,656,670.40
<u>Segment 3 Construction</u> (inclusive of 5% contingency)	<u>\$10,938,400.00</u>
<u>Maximum Reimbursable Inflation Adjustment</u> <u>for Segment 3</u>	<u>\$1,301,669.60</u>
MAXIMUM FUNDING AMOUNT:	<u>\$15,578,279.40</u> <u>\$27,818,340.00</u>

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5. Section 1 of Exhibit A of the Agreement is amended as follows:

SEGMENT 2

~~Project:~~ As further detailed in the August 15, 2022, signed and sealed construction documents referenced and incorporated herein, this Project includes the following: the construction of streetscape improvements on Dixie Highway (Segment 2) from McNab Road to Sample Road/Pompano Park Place and Atlantic Boulevard from N.W. 6th Avenue to Cypress Road. The streetscape improvements include reducing one lane throughout the project limits and adding curb bulb-outs, ADA improvements, and landscaping, and lighting.

SEGMENT 3

The limits for Segment 3 are on Dixie Highway between NE 10th Street and Sample Road (approximately 2.5 miles) (Segment 3). The Segment 3 scope of work includes milling and resurfacing of pavement; modification of median islands; ADA improvements for curb ramps and sidewalks; the addition of a raised median buffer to create a separated bicycle lane; signing and pavement marking; signalization; and lighting, landscape, and irrigation improvements; in accordance with the Signed and Sealed Plans and Specifications for the Project dated June 14, 2023, incorporated by reference.

Along Segment 3, two thru lanes are maintained in each direction, with an inside lane width of ten (10) feet and an outer lane width of eleven (11) feet. In the northbound direction, a two (2)-foot-wide raised median buffer will be added to create separation between the thru travel lanes and an eight (8) foot-wide bicycle lane. In the southbound direction, a four (4) foot-wide bicycle lane is included. Throughout Segment 3 work, existing median islands will be modified, and new median islands are proposed to channelize traffic. The pavement will be milled and resurfaced, with signing and pavement marking updates as necessary.

At several bus stops along the northbound side of Segment 3, there are existing curb ramps that are not ADA compliant, and lead to unmarked crossings across Dixie Highway. Select non-ADA compliant curb ramps will be removed as directed by County's Transportation Department where pedestrian crossings do not exist.

OVERALL ADDITIONAL PROJECT REQUIREMENTS

The construction of this Project will not provide for surtax funding for Transportation surtax funding for the Project will not be utilized for high-end decorative lighting, decorative road signage, brick pavers, or similar items. Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

The following items are not eligible for transportation surtax funding:

- Utility system adjustments (sewer laterals, water main connections).
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size and improvements to address runoff from private roads and/or developments.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

6. Section 2 of Exhibit A of the Agreement is amended as follows:

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase – Construction (Segment 2)

<u>Item No.</u>	<u>Deliverable Number (if applicable) and Description</u>	<u>Duration/Deadline</u>	<u>Acceptance Criteria</u>
1	Executed ILA between County and Municipality	November 15, 2022	ILA executed by City.
2	Execution of Third Amendment and Transportation Surtax Addendum	November 15, 2022	Execution by all Parties.

Item No.	<u>Deliverable Number (if applicable) and Description</u>	Duration/Deadline	Acceptance Criteria
3	Notice to Proceed and Commencement of Work	November 22, 2022	NTP Issued.
3a	Deliverable 1: - Dixie Highway and Atlantic Blvd - Stormwater structures and pipe procured. - Dixie Highway (North bound from SW 3 rd St to NE 10 th St) east side sitework demo and curb complete. - Atlantic Blvd (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - temporary MOT median work complete. North and South sides demo complete, 50% of stormwater structures installed.	June 30, 2023	Subject to review and approval by County.
3b	Deliverable 2: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) demo complete, 25% of the curb, 25% sidewalk, and 25% stormwater structures installed. - Atlantic Blvd. (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - stormwater structures, curb, and concrete sidewalk installed.	February 29, 2024	Subject to review and approval by County.
3c	Deliverable 3: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) demo complete, 75% of the curb, 75% sidewalk, and 75% stormwater structures installed. - Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4 th Ave) - Temporary MOT median work complete. North and South sides demo complete, 75% of stormwater structures installed.	December 31, 2024	Subject to review and approval by County.

Item No.	<u>Deliverable Number (if applicable) and Description</u>	<u>Duration/Deadline</u>	<u>Acceptance Criteria</u>
3d	<p>Deliverable 4:</p> <ul style="list-style-type: none"> - Dixie Highway (South bound from SW 3rd St to NE 10th St) Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. - Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) – Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. <p>Atlantic and Dixie intersection work complete.</p>	<p>May 27, 2025 <u>March 25, 2026</u></p>	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.
4	Substantial Completion	<p>May 27, 2025 <u>March 25, 2026</u></p>	Includes punch list items, final inspections, and non-substantial work items.
5	Final Completion	<p>September 3, 2025 <u>July 23, 2026</u></p>	Project Certified/Final Payment Issued.

DELIVERABLES: Phase – Construction (Segment 3)

Item No.	<u>Deliverable Number (if applicable) and Description</u>	<u>Duration/Deadline</u>	<u>Acceptance Criteria</u>
<u>1</u>	<u>Executed Second Amendment between County and Municipality</u>	<u>November 19, 2024</u>	<u>Second Amendment. executed by City.</u>
<u>2</u>	<u>Notice to Proceed Segment 3 and Commencement of Work</u>	<u>February 26, 2025</u>	<u>Segment 3 NTP Issued.</u>
<u>3a</u>	<p><u>Deliverable 1:</u></p> <p><u>Demolish existing median, excavate, and form & pour curb for new median on Dixie Highway from NE 10th Street to 68 feet South of Copans Road.</u></p>	<u>October 17, 2025</u>	<u>Subject to County's progress inspections and approval of work performed.</u>
<u>3b</u>	<p><u>Deliverable 2:</u></p> <p><u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes excavating new medians and installing 50% of landscape and irrigation in medians, installing</u></p>	<u>January 26, 2026</u>	<u>Subject to County's progress inspections and approval of work performed.</u>

<u>Item No.</u>	<u>Deliverable Number (if applicable) and Description</u>	<u>Duration/Deadline</u>	<u>Acceptance Criteria</u>
	<u>raised median buffers to create a separated bicycle lane from northbound traffic, and beginning signalization.</u>		
<u>3c</u>	<u>Deliverable 3:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes complete landscaping and irrigation of the new median, milling and resurfacing the northbound lane, shifting MOT for work on the southbound lanes, demolishing and improving the non-compliant ADA ramps at the intersection corners, rebuilding bus pads (if existing pads are demolished during other work performed), completing signalization and pedestrian walks.</u>	<u>May 4, 2026</u>	<u>Subject to County's progress inspections and approval of work performed.</u>
<u>3d</u>	<u>Deliverable 4:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes milling and resurfacing the southbound lanes, installing final striping and signage, and completing the punch list.</u>	<u>June 8, 2026</u>	<u>Subject to County's final inspection and approval of work performed.</u>
<u>4</u>	<u>Substantial Completion of all Segment 3 construction.</u>	<u>August 25, 2026</u>	<u>Includes creation of punch list items, final inspections, and final completion of non-substantial work items.</u>
<u>5</u>	<u>Deliverable for Segment 3 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment.</u>	<u>December 23, 2026</u>	<u>Project Certified/Final Payment Issued.</u>

7. The funding parameters table in Exhibit B of the Agreement is amended as follows:

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
<u>Segment 2 Deliverable 1:</u> <ul style="list-style-type: none"> Dixie Highway and Atlantic Blvd - Storm utility structures and pipe procured. Dixie Highway (North bound from SW 3rd St to NE 10th St) - east side sitework demo and curb complete. Atlantic Blvd (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - temporary MOT median work complete. North and South sides demo complete, 50% of storm structures installed. 	\$3,480,400.00
<u>Segment 2 Deliverable 2:</u> <ul style="list-style-type: none"> Dixie Highway (South bound from SW 3rd St to NE 10th St) - demo complete, 25% of the curb, 25% sidewalk, and 25% storm structures installed. Atlantic Blvd. (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - storm structures, curb, and concrete sidewalk installed. 	\$3,480,400.00
<u>Segment 2 Deliverable 3:</u> <ul style="list-style-type: none"> Dixie Highway (South bound from SW 3rd St to NE 10th St) - demo complete, 75% of the curb, 75% sidewalk, and 75% storm structures installed. Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) - Temporary MOT median work complete. North and South sides demo complete, 75% of storm structures installed. 	\$3,480,400.00
<u>Segment 2 Deliverable 4:</u> <ul style="list-style-type: none"> Dixie Highway (South bound from SW 3rd St to NE 10th St) - Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) – Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. Atlantic and Dixie intersection work complete. 	\$3,480,400.00
Deliverable for Segment 2 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment	\$1,656,670.40
<u>Segment 3 Deliverable 1:</u> <u>Demolish existing median, excavate, and form & pour curb for new median from NE 10th St to 68 feet South of Copans Road.</u>	<u>\$2,734,600.00</u>

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
<u>Segment 3 Deliverable 2:</u> <u>Construction from NE 10th St. to 68 feet South of Copans Road, which includes excavating new medians and installing 50% of landscape and irrigation in medians, installing raised median buffers to create a separated bicycle lane from northbound traffic, and beginning signalization.</u>	<u>\$2,734,600.00</u>
<u>Segment 3 Deliverable 3:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes complete landscaping and irrigation of the new median, milling and resurfacing the northbound lane, shifting MOT for work on the southbound lanes, demolishing and improving the non-compliant ADA ramps at the intersection corners, rebuilding bus pads (if existing pads are demolished during other work performed), completing signalization and pedestrian walks.</u>	<u>\$2,734,600.00</u>
<u>Segment 3 Deliverable 4:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes milling and resurfacing the southbound lanes, installing final striping and signage, and completing the punch list.</u>	<u>\$2,734,600.00</u>
<u>Deliverable for Segment 3 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment.</u>	<u>\$1,301,669.60</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$15,578,279.40 <u>\$27,818,340.00</u>

8. If there is any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Municipality acknowledges that through the date this Amendment is executed by Municipality, Municipality has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be the date of complete execution by the Parties.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK/gpr
POMP-002 – Second Amendment
9/26/2024
#1122338.1

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF POMPANO BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DIXIE
HIGHWAY/ ATLANTIC BLVD CORRIDOR IMPROVEMENTS (POMP-002)**

MUNICIPALITY

ATTEST:

DocuSigned by:

Kerin Alfred

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CITY CLERK

Signed by:



CITY OF POMPANO BEACH

Signed by:

By: *Rex Hardin*

CITY MAYOR

Rex Hardin

Print Name

23rd day of December, 2024

DocuSigned by:

By: *Gregory P. Harrison*

CITY MANAGER

Gregory P. Harrison

Print Name

23rd day of December, 2024

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

DocuSigned by:

Mark E. Berman

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City Attorney