

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2024-149**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DESIGN OF ROADWAY IMPROVEMENTS TO INDIAN TRACE ROAD FROM SADDLE CLUB ROAD TO SW 160 AVENUE, SURTAX PROJECT NUMBER WEST-192/193.

WHEREAS, First, on September 24, 2018, the City Commission adopted Resolution No. 2018-129, approving the Transportation System Surtax Interlocal Agreement (“ILA”) with Broward County (“County”), the Broward Metropolitan Planning Organization (“MPO”), and other Broward municipalities (“Municipalities”), for purposes of implementing the transportation surtax; and

WHEREAS, Second, on July 1, 2019, the City Commission adopted Resolution No. 2019-76, approving the First Amendment to the ILA with the County, the MPO, and the Municipalities for purposes of implementing the transportation surtax; and

WHEREAS, Third, on March 1, 2021, the City Commission adopted Resolution No. 2021-20, approving the Second Amendment to the ILA with the County, the MPO, and the Municipalities to fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle(Cycle 1) of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved Municipal Capital Projects (MCP), (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020, (v) document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans; and purposes of documenting the completion of the MPO's Cycle 1 of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds; and

WHEREAS, Fourth, Design of Roadway Improvements to Indian Trace from Saddle Club Road to SW 160th Avenue, Surtax Project Number West-192/193 is an approved Cycle 1 MCP eligible for funding with surtax proceeds in the amount of \$369,000.00; and

WHEREAS, Fifth, on June 6, 2022, the City Commission adopted Resolution No. 2022-63, approving the Interlocal Agreement between the City and Broward County, Florida, for the surtax-funded municipal transportation project, Design of Roadway Improvements to Indian Trace from Saddle Club Road to SW 160th Avenue, Surtax Project Number West-192/193; and

WHEREAS, Sixth, the need for supplemental field investigation and data has affected the Project's design schedule, and to prevent a lapse in the Agreement, it is prudent to grant the City Manager the authority to execute time extension related amendments to the Agreement; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DESIGN OF ROADWAY IMPROVEMENTS TO INDIAN TRACE ROAD FROM SADDLE CLUB ROAD TO SW 160 AVENUE, SURTAX PROJECT NUMBER WEST-192/193.

WHEREAS, Seventh, the City Commission adopted Resolution No. 2023-133 granting the City Manager the authority to execute time extension related amendments to the Interlocal Agreement between the City and Broward County, Florida for the surtax-funded municipal transportation project, Design of Roadway Improvements to Indian Trace from Saddle Club Road to SW 160th Avenue, Surtax Project Number West-192/193; and

WHEREAS, Eighth, the Agreement was amended by a First Amendment, dated December 11, 2023, to extend the Initial Term of the Project; and

WHEREAS, Ninth, the Agreement expires by its terms on October 28, 2024; and

WHEREAS, Tenth, City completed the design phase of the Project and reported expenses of \$358,281.00, with a residual balance of \$10,719.00 which may be applied to the construction phase; and

WHEREAS, Eleventh, the scope of work for construction of the Project includes the roadway widening reconstruction for buffered bicycle lanes and vehicular traffic with pavement markings; and the construction of accessible curb-cut ramps at existing intersections, accessible sidewalks, drainage improvements, signage, and milling and resurfacing; and

WHEREAS, Twelfth, both parties are desirous of entering into the Second Amendment to the Agreement which moves the Project to the construction phase thus extending the term through the end of construction and with maximum available Surtax funding amount of \$3,460,549.00; and

WHEREAS, Thirteenth, the City Commission finds it in the best interest of the City to approve the Second Amendment to the Interlocal Agreement between the City and Broward County, Florida for the surtax-funded municipal transportation project, Design of Roadway Improvements to Indian Trace from Saddle Club Road to SW 160th Avenue, Surtax Project Number West-192/193.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

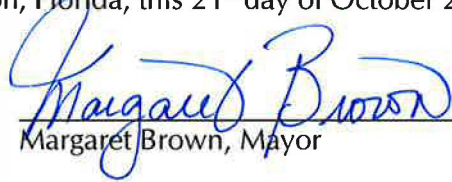
Section 2: The Second Amendment to the Interlocal Agreement between the City and Broward County, Florida for the surtax-funded municipal transportation project, Design of Roadway Improvements to Indian Trace from Saddle Club Road to SW 160th Avenue, Surtax Project Number West-192/193 is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DESIGN OF ROADWAY IMPROVEMENTS TO INDIAN TRACE ROAD FROM SADDLE CLUB ROAD TO SW 160 AVENUE, SURTAX PROJECT NUMBER WEST-192/193.

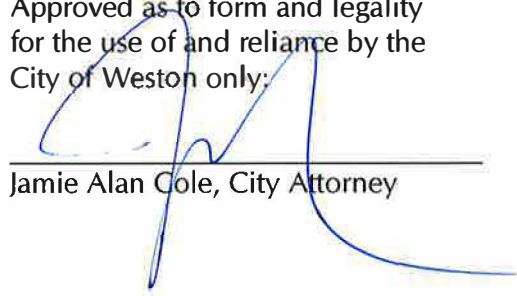
ADOPTED by the City Commission of the City of Weston, Florida, this 21st day of October 2024.


Margaret Brown, Mayor

ATTEST:


Patricia A. Bates, MMC, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:


Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DESIGN OF ROADWAY IMPROVEMENTS TO INDIAN TRACE ROAD FROM SADDLE CLUB ROAD TO SW 160 AVENUE, SURTAX PROJECT NUMBER WEST-192/193.

Exhibit "A"

Second Amendment to the Interlocal Agreement between Broward County and the City of Weston for Surtax-Funded Municipal Transportation Project: Design of Roadway Improvements to Indian Trace Road from Saddle Club Road to SW 160 Avenue (West-192/193)

(See Following 9 Pages)



SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DESIGN OF ROADWAY IMPROVEMENTS TO INDIAN TRACE ROAD FROM SADDLE CLUB ROAD TO SW 160 AVENUE (WEST – 192/193)

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of Weston, 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 civil engineering design services for transportation improvements on Indian Trace Road from Saddle Club Road to SW 160 Avenue, dated June 22, 2022, (the "Original Agreement"), to provide for the design of the re-construction of asphalt roadway surface for bicycle lanes and vehicular traffic with pavement markings, accessible curb-cut ramps at existing intersections, accessible sidewalks, and signage.

B. The Original Agreement was amended by a First Amendment, dated December 11, 2023, to extend the Initial Term of the Project. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Agreement expires by its terms on October 28, 2024.

D. The Parties now desire to further amend the Agreement to increase the Scope of Work to allow for the construction of the Project design, 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 through and including August 17, 2026.

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: Design Award – Complete	<u>\$358,281.00 Completed</u>
Plus: Unspent funding	<u>\$10,719.00</u>
Total Surtax Funding for Phase 1 (Paid to Municipality)	\$369,000.00
Phase 2: Construction Estimate	<u>\$5,306,602.46</u>
Plus: Contingency	<u>\$100,000.00</u>
Plus: CEI Services	<u>\$180,000.00</u>
Total Construction Budget	<u>\$5,586,602.46</u>
Less: Non-Surtax (including decorative elements)	<u>(\$2,484,334.46)</u>
Total Surtax Budget for Phase 2	<u>\$3,102,268.00</u>
Less: Unspent Amount Phase 1 (kept by Municipality)*	<u>(\$10,719.00)</u>
Total Surtax Funding for Phase 2 (see Exhibit B)	<u>\$3,091,549.00</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT Phase 1 and Phase 2:	<u>\$3,460,549.00</u>

***Note 1: County previously paid Municipality \$369,000.00 for the design phase of the Project (Phase 1). After completion of Phase 1, Municipality reported expenses of \$358,281.00, with a residual balance of \$10,719.00. The residual balance remains with the Municipality, and Municipality may apply that residual balance to the construction phase of the Project (Phase 2).**

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:

1. Project:

Phase 1 - Design

The scope of work includes civil engineering design services for transportation improvements on Indian Trace Road from Saddle Club Road to SW 160 Avenue which include: the re-construction

of asphaltic roadway surface for bicycle lanes and vehicular traffic with pavement markings; accessible curb-cut ramps at existing intersections; accessible sidewalks; and signage ("Project").

Design Scope of Work includes but is not limited to:

1. Initial complete topographic surveying.
2. All necessary field investigations and laboratory tests for design per applicable State, County, and local standards.
3. Basis of Design Report establishing the design criteria and standards to be used and describing the conceptual design plan, and conceptual drainage design.
4. Engineering analysis.
5. Coordinating, preparing, and conducting all Project public involvement meetings as required, and coordinating with all Project stakeholders.
6. Preparation of cost estimates and schedules.
7. Prepare 30% Design submittal - drawings and specifications documents for review.
8. Prepare 60% Design submittal - drawings and specifications documents for review.
9. Prepare 90% Design submittal - drawings and specifications documents for review.
10. Submit sign and sealed drawings.
11. Secure all necessary "dry run" permits with the City of Weston and all other applicable agencies.
12. Finalize and submit construction documents (drawings and specifications) for bidding by the City.
13. Temporary traffic control plans.
14. Provide post design services to include:
 - a. Attend public meetings
 - b. Attend a pre-bid conference.
 - c. Prepare technical addenda.
 - d. Assisting the City with the bidding and bid review process.
 - e. Shop drawing review.
 - f. Pre-construction and progress meetings.
 - g. Respond to contractor's RFI's.
 - h. Resolve and respond to on-site problems and issue revisions as needed.
 - i. Certification of As-builts, as applicable

The following deliverables shall be provided by Consultant:

- Basis of Design Report establishing the design criteria and standards to be used and describing the conceptual design plan and scope of the project subject to review and approval by Broward County.
- 30% Design Submittal.
- 60% Design Submittal.
- 90% Design Submittal.
- Final Plans must include signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable law and local standards.
- Cost estimate for the surtax eligible elements of Project in accordance with the Interlocal Agreement between the City and Broward County.

*Decorative lighting, decorative road signage, brick pavers, and similar items are not eligible for transportation surtax funding.

All deliverable submittals from the Consultant must be accompanied by a certification by the PE stating that all documents submitted meet a level of completeness in accordance with local engineering standards.

Phase 2 - Construction

Phase 2 Scope of Work Involves the construction of Indian Trace Road from Saddle Club Road to SW 160 Avenue, which includes (1) the reconstruction of asphalt roadway surface for roadway widening for buffered bicycle lanes and vehicular traffic with pavement markings; (2) the construction of: accessible curb-cut ramps at existing intersections, accessible sidewalks, drainage improvements, signage; and (3) milling and resurfacing, each in accordance with City of Weston Bid No. 2024-14, advertised September 19, 2024, which is incorporated herein by reference.

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.

Municipality shall provide a certification from a professional engineer which states all documents submitted meets a level of completeness in accordance with local engineering standards; this applies to all deliverables listed in this agreement.

DELIVERABLES: Phase 1 – Design

No.	Description	Duration/Deadline	Acceptance Criteria
1	Executed ILA between County and Municipality	60 days	ILA executed by City.
2	Solicitation Advertisement and Consulting Agreement Award	120 days	Consultant Agreement with County terms and conditions.
3	Notice to Proceed and Commencement of Work	45 days	NTP Issued.
4	30% Design Submittal	90 days	Subject to review and approval by County.
6	60% Design Submittal	November 15, 2023	Subject to review and approval by County.
7	90% Design Submittal	March 15, 2024	Subject to review and approval by County.
8	Final Plans, Specification Package, and Final Cost Estimate Submittal. Permitting and wetland mitigation completed.	June 30, 2024	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.

DELIVERABLES: Phase 2 – Construction

<u>Item No.</u>	<u>Deliverable Number (if applicable) and Description</u>	<u>Duration/ Deadline</u>	<u>Acceptance Criteria</u>
<u>1</u>	<u>Municipality’s execution of Second Amendment</u>	<u>November 20, 2024</u>	<u>Second Amendment executed by Municipality</u>
<u>2</u>	<u>Project Construction Advertising Bid, Award, Construction Contract execution</u>	<u>January 30, 2025</u>	<u>Approved Solicitation; Fully Executed Construction Agreement</u>
<u>3</u>	<u>Notice to Proceed (“NTP”) and Commencement</u>	<u>March 24, 2025</u>	<u>NTP Issued by Municipality</u>
<u>3a</u>	<u>Deliverable 1: 25% Construction Completion (based on total Project construction cost)</u>	<u>June 22, 2025</u>	<u>Subject to County’s verification of percentage of the total Project billing.</u>
<u>3b</u>	<u>Deliverable 2: 50% Construction Completion (based on total Project construction cost)</u>	<u>September 20, 2025</u>	<u>Subject to County’s verification of percentage of the total Project billing.</u>
<u>3c</u>	<u>Deliverable 3: 75% Construction Completion (based on total Project construction cost)</u>	<u>December 19, 2025</u>	<u>Subject to County’s verification of percentage of the total Project billing.</u>
<u>3d</u>	<u>Deliverable 4: 100% Construction Completion (based on total Project construction cost)</u>	<u>February 17, 2026</u>	<u>Subject to County’s verification of percentage of the total Project billing.</u>
<u>4</u>	<u>Substantial Construction Completion</u>	<u>March 19, 2026</u>	<u>Includes punchlist items, final inspections, and non-substantial work items</u>
<u>5</u>	<u>Final Project Completion</u>	<u>April 18, 2026</u>	<u>Project Certified/Final Payment Issued.</u>

3. Project Schedule:

DELIVERABLES: Phase 1 – Design

County and City approve ILA for Project:	July 30, 2022
Bid Advertisement	August 30, 2022
Bid Opening	October 4, 2022
County 20-day Review Period	October 25, 2022
Bid Award	November 21, 2022
Notice to Proceed:	January 2, 2023
30% Drawings:	April 1, 2023
60% Drawings:	November 15, 2023
90% Drawings:	March 15, 2024
Project Completion	June 30, 2024

<u>DELIVERABLES: Phase 2 – Construction</u>	
<u>County’s execution of Second Amendment</u>	<u>November 27, 2024</u>
<u>Bid Award and Construction Contract Execution</u>	<u>January 30, 2025</u>
<u>Notice to Proceed</u>	<u>March 24, 2025</u>
<u>Substantial Completion</u>	<u>March 19, 2026</u>
<u>Final Project Completion</u>	<u>April 18, 2026</u>

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

<u>Phase 1 Deliverable 1: 30% Design Documents</u>	<u>\$92,250.00</u>
<u>Phase 1 Deliverable 2: 60% Design Documents</u>	<u>\$92,250.00</u>
<u>Phase 1 Deliverable 3: 90% Design Documents</u>	<u>\$92,250.00</u>
<u>Phase 1 Deliverable 4: Final Submittal</u>	<u>\$92,250.00</u>
<u>Total Surtax Funding for Phase 1</u>	<u>\$369,000.00</u>
<u>Phase 2 Deliverable 1: 25% Construction Completion (based on total Project construction cost)</u>	<u>\$772,887.25</u>
<u>Phase 2 Deliverable 2: 50% Construction Completion (based on total Project construction cost)</u>	<u>\$772,887.25</u>
<u>Phase 2 Deliverable 3: 75% Construction Completion (based on total Project construction cost)</u>	<u>\$772,887.25</u>
<u>Phase 2 Deliverable 4: 100% Construction Completion (based on total Project construction cost)</u>	<u>\$772,887.25</u>
<u>Total Surtax Funding for Phase 2</u>	<u>\$3,091,549.00</u>
<u>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</u>	<u>\$3,460,549.00</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.

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SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WESTON FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DESIGN OF ROADWAY IMPROVEMENTS TO INDIAN TRACE ROAD FROM SADDLE CLUB ROAD TO SW 160 AVENUE (WEST- 192/193)


MUNICIPALITY

ATTEST:

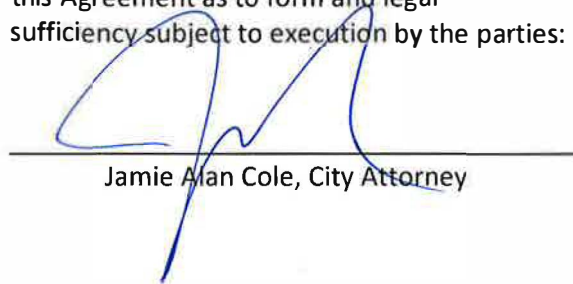

Patricia A. Bates, MMC, City Clerk

CITY OF WESTON
By: 
CITY MAYOR
Margaret Brown
Print Name

25th day of October, 2024

By: 
CITY MANAGER
Donald P. Decker
Print Name

25th day of October, 2024

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

Jamie Alan Cole, City Attorney

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.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By 
Monica Cebero

31st day of October, 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
Gavin P. Rynard (Date)
Assistant County Attorney

Digitally signed by Gavin
P. Rynard
Date: 2024.10.29
13:24:05 -04'00'

By  2024.10.29
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NK/gpr
WEST – 192/193 – Second Amendment
10/04/2024
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