

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 Delray Beach located at 100 NW 1st Avenue, Delray Beach, FL 33444, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's capacity improvements work at the SR9/I-95 and SR806/Atlantic Avenue Interchange from the east end of the bridge at the E4 Canal to NW 12th Avenue in Palm Beach County, Florida. (Financial Management (FM) Number 434722-1-52-01, Funded in Fiscal Year 2017/2018); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM No.: 434722-1-52-02): Construction (installation) of decorative lighting and stamped asphalt crosswalks as set forth in **Exhibit A and Figure 1**, 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 work along SR806/Atlantic Avenue, is estimated to be FOUR MILLION FOUR HUNDRED TWENTY SIX THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO CENTS (\$4,426,120.00). The PARTICIPANT'S

share for the Project is estimated to be FORTY FOUR THOUSAND ONE HUNDRED ONE DOLLARS AND NO CENTS (\$44,101.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project results in a decrease to the PARTICIPANT's share, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FORTY FOUR THOUSAND ONE HUNDRED ONE DOLLARS AND NO CENTS (\$44,101.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be terminated.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 434722-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 434722-1-52-02.

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 for the Project plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Total Accepted Bid, whichever is earlier, so that the total deposit is equal to the Accepted Bid amount for the Project plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount for the Project plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.

- C. If the PARTICIPANT's share of the Accepted Bid for the Project plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's share of the Accepted Bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT's cost for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual cost will exceed the PARTICIPANT's payment. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.* In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement.
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the Department's Improvement. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
- F. In the event the final accounting of Project costs is greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- G. The payment of funds, once they are received by the DEPARTMENT from the PARTICIPANT, will be sent directly to the Department of Financial Services, Division of Treasury for deposit 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, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

5. The PARTICIPANT shall be responsible for the maintenance of the decorative lighting being installed during the DEPARTMENT's work on SR806/Atlantic Avenue. However and notwithstanding the foregoing, the PARTICIPANT shall comply with the provisions set forth in the State Highway Lighting, Maintenance, and Compensation Agreement dated July 17th, 2003, **Exhibit C**, which is attached hereto and made a part hereof. The terms of this paragraph shall survive the termination of this Agreement.
6. On August 31, 2012, the PARTICIPANT and the DEPARTMENT entered into a Landscape Inclusive Memorandum of Agreement (LIMOA) whereby the PARTICIPANT agreed to maintain certain landscape improvements. The PARTICIPANT and the DEPARTMENT recently executed an Amendment to the LIMOA on May 11, 2017, whereby the PARTICIPANT agreed to maintain the Project in accordance with terms of the Amendment and the LIMOA. A copy of the amendment is attached hereto and made a part hereof as **Exhibit D**. The terms of this paragraph shall survive the termination of this Agreement.
7. 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.
8. 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.
9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project and the Milling and Resurfacing work is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2020 whichever occurs first.
10. 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.
11. The PARTICIPANT/ Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. 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.
14. 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: Thuc Le, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Delray Beach
100 NW 1st Avenue
Delray Beach, Florida 33444
Attn: Jeffrey A. Costello
With a copy to: City Attorney

The remainder of this page is blank.

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.

CITY OF DELRAY BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
STACY L. MILLER, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

CLERK

(SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
CITY ATTORNEY

BY: _____
DISTRICT PROGRAM MGMT. ADMINISTRATOR

EXHIBIT A
SCOPE OF SERVICES
FM# 434722-1-52-02

The DEPARTMENT shall make improvements to SR-806/Atlantic Ave at the I-95 Interchange, from east of E-4 Canal Bridge to NW 12th Ave in Palm Beach County, Florida. The PARTICIPANT requests the DEPARTMENT to replace the stamped asphalt crosswalks in kind and upgrade two additional decorative light poles all at the intersection of NW 12th Avenue, during the DEPARTMENT's SR-806/Atlantic Avenue improvement work.

FIGURE #1



Exhibit B
THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Delray Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction (Installation) of decorative lighting and stamped asphalt crosswalks
Project #: 434722-1-52-02
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

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

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

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

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028
Federal Employer I.D. Number

Title

Date

F-596-000-308-001
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

THIS IS AN EXHIBIT ONLY NOT FOR EXECUTION!

EXHIBIT C

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE CITY OF DELRAY BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

710-010-30
UTILITIES
02/03
Page 1 of 5

THIS AGREEMENT, entered into this 17 day of July, year of 2003, by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and
CITY OF DELRAY BEACH, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the **FDOT's** work orders;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.
- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

710-010-30
UTILITIES
02/03
Page 2 of 5

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 10,837.20 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

710-010-30
UTILITIES
02/03
Page 3 of 5

The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Indemnification

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its subcontractors, agents, or employees.

7. Force Majeure

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Miscellaneous

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING 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 **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

CITY MANAGER

CITY OF DELRAY BEACH

100 N.W. FIRST AVENUE

DELRAY BEACH

FDOT:

DISTRICT MAINTENANCE ENGINEER

3400 WEST COMMERCIAL BOULEVARD

FT. LAUDERDALE, FL 33309-3421

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.
- h. 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.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

710-010-30
UTILITIES
02/03
Page 5 of 5

9. **Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **Maintaining Agency** in the form of additions, deletions or substitutions are reflected only in an Appendix "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **Maintaining Agency** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

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

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

Jeff Perlman
Jeff Perlman

Mayor

DATE: 6/17/03

Attest: *Barbara Garito*
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

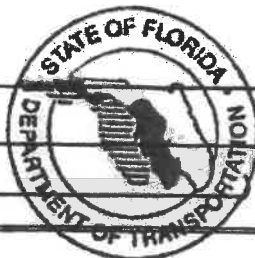
(Typed Name: _____)

(Typed Title: _____)

Rick Chesser

RICK CHESSER

DISTRICT SECRETARY



DATE: 7/15/03

FDOT Legal Review

BY: (Signature) _____

District Counsel

(Typed Name: _____)

Dawn Raduano
DAWN RADUANO

DATE: July 15, 2003

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

713-012-30
UTILITIES
01/00
Page 4 of 5

- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The MAINTAINING AGENCY shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

MAINTAINING AGENCY:

CITY MANAGER
CITY OF DELRAY BEACH
100 N.W. FIRST AVENUE
DELRAY BEACH

FDOT:

DISTRICT MAINTENANCE ENGINEER
3400 WEST COMMERCIAL BOULEVARD
FT. LAUDERDALE, FL 33309-3421

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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.
- h. 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.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
AGREEMENT**

THS-010-00
UTILITIES
02/00
Page 5 of 6

9. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the Maintaining Agency in the form of additions, deletions or substitutions are reflected only in an Appendix "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the Maintaining Agency hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

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

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

Jeff Perlman
Jeff Perlman

Mayor

DATE: 6/17/03

Attest:
Erubaya Garito
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Typed Name: _____)

(Typed Title: _____)

Rick Chesser
RICK CHESSER

DISTRICT SECRETARY



DATE: 7/15/03

FDOT Legal Review

BY: (Signature) _____

(Typed Name: _____)

David Rabeau
District Counsel

David Rabeau

DATE: July 15, 2003

EXHIBIT D

AMENDMENT NO. 6 OF THE LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT WITH THE CITY OF DELRAY BEACH

SECTION No.: 93030
S.R. No.: 806
FM No: 434722-1-52-01
COUNTY: PALM BEACH

**DISTRICT FOUR (4) AMENDMENT NUMBER SIX (6) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Six (6) to the Agreement dated August 31, 2012, made and entered into this 11th day of May 2017 by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the CITY OF DELRAY BEACH, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, August 31, 2012 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road 806 (Atlantic Avenue); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on State Road 806 (Atlantic Avenue) in accordance with the above referenced Agreement; and,

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

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

1. Pursuant to Page 6, Paragraph 7 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road 806 (Atlantic Avenue) dated August 31, 2012, the DEPARTMENT will construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road 806 (Atlantic Avenue) from (M.P. 7.495) to (M.P. 7.513), in accordance with the plans attached as **Exhibit "B"**.
2. The DEPARTMENT agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in **Exhibit "C"** not to exceed **\$ 25,390.53**.
3. **Exhibit "E"** of the original Agreement dated August 31, 2012, entitled "Stamped Asphalt Maintenance" shall be replaced by the attached **Exhibit "E"** entitled "Patterned Pavement Maintenance".

4. The original Agreement dated August 31, 2012 and all Amendments thereto shall be revised to correctly referenced State Road 806 as Atlantic Avenue (and not Atlantic Boulevard).

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

LIST OF EXHIBITS

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

Exhibit B - Landscape Improvement Plans

Exhibit C – Pending Department Project Cost Estimate

Exhibit E –Patterned Pavement Maintenance

In Witness whereof, the parties hereto have executed with this Amendment effective the 14th day April year written and approved.

CITY OF DELRAY BEACH

BY: [Signature]

Neal de Jesus, Interim City Manager

Date 4/14/17

Attest: [Signature] (SEAL)

Clerk

Legal Review [Signature]

Date 4/15/17

R. Max Lopman, City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]

Transportation Development Director

Attest: [Signature] (SEAL)

Executive Secretary

Legal Review [Signature]

Date 5/1/2017

Office of the General Counsel

SECTION No.: 93030

S.R. No.: 806

FM No: 434722-1-52-01

COUNTY: PALM BEACH

EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS

MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

- I. LANDSCAPE PROJECT MAINTENANCE LIMITS:
State Road 806 (Atlantic Avenue) from (M.P. 7.495) to M.P. 7.513)
- II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD 806 AND STATE ROAD 5:

Section 93030

State Road 806 (Atlantic Avenue) (east of State Road 809/Military Trail) M.P. 5.186 to (east of SW/NW 1st Avenue) M.P. 8.227 and (State Road 5/US 1/Southbound SE/NE 5th Avenue) M.P. 8.582 to (State Road A1A/S. Ocean Boulevard) M.P. 9.180

- III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY LIMITS MAP:

*All limits of the original agreement and amendments shall apply

Please See Attached

**SECTION No.: 93030
S.R. No.: 806
FM No: 434722-1-52-01
COUNTY: PALM BEACH**

EXHIBIT B
LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by: Bruno J. Fiori, P.E.
AECOM Technical Services, Inc.
Date: September 26, 2016

SECTION No.: 93030
S.R. No.: 806
FM No: 434722-1-52-01
COUNTY: PALM BEACH

EXHIBIT C

PENDING DEPARTMENT PROJECT COST ESTIMATE

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY

Date: October 19, 20
Approximate Cost: \$25,390.53

SR806 (ATLANTIC AVE.) PATTERNED PAVEMENT COST ESTIMATE

FPID # 434722-1-32-01

LAST UPDATE: 10/19/15

PAY ITEM NO.	DESCRIPTION	COMMENTS	UNIT	GRAND TOTAL	UNIT COST	SUB-TOTAL
523-1	PATTERNED PAVEMENT, VEHICULAR AREAS		SY	321	\$ 79.15	\$ 25,390.53
		North side of intersection, 12th Ave		61		
		West side of intersection, SR 806		123		
		East side of intersection, SR 806		83		
		South side of intersection, 12th Ave		53		

TOTAL PATTERNED PAVEMENT COST \$ 25,390.53

SECTION No.: 93030
S.R. No.: 806
FM No: 434722-1-52-01
COUNTY: PALM BEACH

EXHIBIT E

PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- (1) Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with **ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
- (2) The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- (3) Approximately **one year** after project acceptance and **every one year** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTME 1911**. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).
- (4) The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

- (5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
- (6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- (7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- (8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

Florida Test Method
for
Friction Measuring Protocol for Patterned Pavements

Designation: FM 5-592

1. SCOPE

This method covers the testing procedures for evaluating the friction resistance of Patterned surfaces used in crosswalks over asphalt and concrete surfaces

Note: This test method contains two parts:

Part A- Friction testing performed with the Locked Wheel Friction Tester

Part B- Friction testing performed with the Dynamic Friction Tester (DFT)

2. APPARATUS

2.1 Locked Wheel Friction Tester- This apparatus shall be standardized in accordance with ASTM E 274, "Standard Test Method for Skid Resistance of Paved Surfaces Using a Full-Scale Tire". The friction test tire used shall be in accordance with ASTM E 501, "Standard Specification for Standard Rib Tire for Pavement Skid-Resistance".

2.2 Dynamic Friction Tester- This apparatus shall be standardized in accordance with ASTM E 1911, "Standard Test Method for Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester".

3. FRICTION NUMBER CONVERSION

The regression equations relating the locked wheel test results and the DFT results at 40 mph (65 km/h) are:

$$FN40R = 0.64 \cdot DFT40 + 9.23 \quad (1)$$

$$DFT40 = 1.56 \cdot FN40R - 14.42 \quad (2)$$

where,

FN40R = Friction Number from locked wheel testing at 40 mph using a ribbed tire
DFT40 = Coefficient of Friction from DFT at 40 mph multiplied by 100.

Although the above equations can be used to convert the DFT result to the locked wheel friction number at 40 mph and vice versa, conditions do exist where the DFT testing or the locked wheel testing at 40 mph is not feasible due to constraints such as safety, traffic congestion, speed limits, and/or roadway geometries. In these cases, it may be preferable to conduct the locked wheel

testing at a slower speed, e.g., 20 or 30 mph. The following regression equations have been developed to convert the locked wheel test results at 20 and 30 mph to those at 40 mph:

$$FN40R = 0.89 \cdot FN20R - 4.88 \quad (3)$$

where,

FN20R = Friction Number from locked wheel testing at 20 mph using a ribbed tire, and

$$FN40R = 0.95 \cdot FN30R - 2.91 \quad (4)$$

where,

FN30R = Friction Number from locked wheel testing at 30 mph using a ribbed tire.

For ease of application of the above harmonization results, Table 1 summarizes the conversions from FN30R, FN20R and DFT40 to FN40R. Note that the friction numbers shown in this table were rounded to the closest integer. The numbers highlighted in yellow represent the current minimum required friction numbers depending on survey cycle, test method, and speed evaluated.

Table 1. Friction Number Table

FN40R	FN30R	FN20R	DFT40
22	26	30	20
23	27	31	21
24	28	32	23
25	29	34	25
26	30	35	26
27	31	36	28
28	33	37	29
29	34	38	31
30*	35*	39*	32*
31	36	40	34
32	37	41	36
33	38	43	37
34	39	44	39
35**	40**	45**	40**
36	41	46	42
37	42	47	43
38	43	48	45
39	44	49	46
40	45	50	48
41	46	52	50
42	47	53	51
43	48	54	53
44	49	55	54
45	50	56	56

* Minimum friction numbers required for inventory cycles of patterned crosswalks.

**Minimum friction numbers required for new construction and 3-year QPL test decks for patterned crosswalks.

4. PROCEDURE

The test procedures for both the Locked Wheel Friction Tester and the Dynamic Friction Tester are described in the following. All testing should be performed within either the driver or passenger side wheel path, regardless of the equipment used.

4.1 PART A- Friction Testing with the Locked Wheel Friction Tester

- A) **New Construction** – The locked wheel test shall be conducted on all crosswalks within 60 days of the new surface completion date. One valid lockup test is required for each lane; all lanes shall be evaluated

and compared. The test layout is shown in Figure 1.

- B) **Inventory** – For in-service Qualified Product List (QPL) test sections, the locked wheel test is conducted at 6 month intervals up to 3 years. Maintenance surveys are conducted on a yearly basis. Test site shall be confined to a single outside traffic lane (single direction) for each crosswalk location. The locked wheel test will require three repeat lockups and averaged for the designated test lane. The lane in which the friction tests were conducted must be identified in the report along with the test results.
- C) **Retest** – At any point when friction numbers are determined to be below the required values shown in Table 1, all lanes shall be evaluated and the range of friction values shall be determined.
- D) **Special Request** – At any time a patterned pavement is in need of a special assessment, the designated lane(s) shall be evaluated to determine the range of representative friction values.

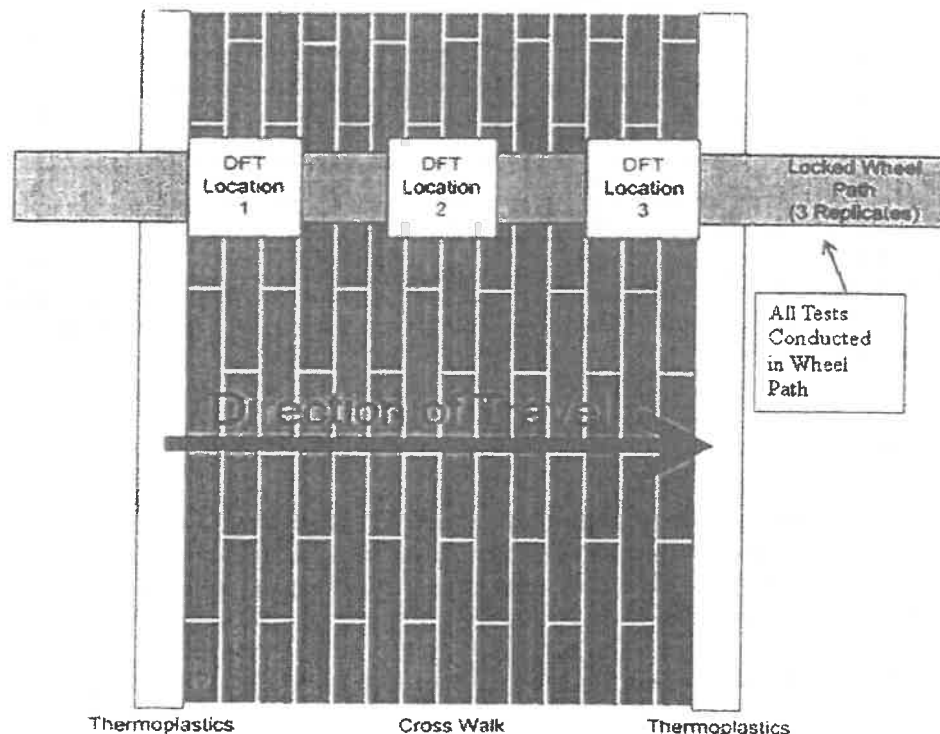


FIGURE 1 Testing protocol for patterned pavement.

4.2 PART B- Skid Testing with the Dynamic Friction Tester (DFT)

- A) **New Construction** – The DFT test shall be conducted on all crosswalks within 60 days of the new surface completion date. DFT tests shall be conducted at three (3) discrete locations in each lane; the results shall be averaged and reported for each lane tested. All lanes shall be evaluated and compared. The test layout is shown in Figure 1.
- B) **Inventory** – For in-service QPL test sections, the DFT test is conducted at 6 month intervals up to 3 years. Maintenance surveys are conducted on a yearly basis. Test site shall be confined to a single outside traffic lane (single direction) for each crosswalk location. DFT tests will be conducted at three (3) discrete locations (Figure 1) in each lane; the results shall be averaged and reported for each lane tested. The lane in which the friction tests were conducted should be identified in the report with the test results.
- C) **Retest** – At any point when friction numbers are determined to be below the required values shown in Table 1, all lanes shall be evaluated and the range of friction values shall be determined.
- D) **Special Request** – At any time a patterned pavement is in need of a special assessment, the designated lane(s) shall be evaluated to determine the range of representative friction values.

5 REPORT

- 5.1 Friction numbers for the patterned crosswalks should be reported using FDOT's Materials form number 675-060-05. This form can be downloaded from FDOT's website at:
<http://formserver.dot.state.fl.us/MiscRepository/forms/67506005.xlsm>.