

**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 Broward County, a political subdivision of the State of Florida, located at 1 N. University Drive, Plantation, Florida, 33324 hereinafter called the COUNTY, collectively referred to as (“Parties”).

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the DEPARTMENT construct the Miramar Park and Ride Lot in Broward County, Florida (Financial Management (FM) Number 435855-1-52-01, Funded in Fiscal Year 2019/2020). The COUNTY has requested that the DEPARTMENT perform the following work: construct parking spaces, walkways, ramps, crosswalks, construct (install) vehicle and pedestrian lighting, drainage system, pavement markings and signage, and landscape, as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the COUNTY by Action 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 COUNTY 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 is estimated to be SEVEN MILLION THREE HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$7,347,600.00). The DEPARTMENT’s share of the Project shall be in the amount of SIX HUNDRED FORTY THOUSAND THREE HUNDRED NINETY SIX DOLLARS AND NO CENTS (\$640,396.00) and the DEPARTMENT shall not be responsible to pay any amount other than the sum of SIX HUNDRED FORTY THOUSAND THREE HUNDRED NINETY

SIX DOLLARS AND NO CENTS (\$640,396.00). The COUNTY'S share for the Project is estimated at SIX MILLION SEVEN HUNDRED SEVEN THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$6,707,204.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project results in a decrease to the COUNTY's share, the difference shall be refunded to the COUNTY. In the event the actual cost of the Project results in a sum greater than that paid by the COUNTY, then such sum shall be the sole responsibility of the COUNTY and shall be paid to the DEPARTMENT.

- A. The COUNTY agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of SIX MILLION SEVEN HUNDRED SEVEN THOUSAND TWO HUNDRED FOUR DOLLARS AND NO CENTS (\$6,707,204.00) 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 and the Project not constructed.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 435855-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 435855-1-52-01.

Payment shall be mailed to:

Florida Department of Transportation

Program Management Services Unit- Attention: Leos A. Kennedy, Jr.

3400 W. Commercial Boulevard

Fort Lauderdale, Florida 33309-3421

- B. The COUNTY's share of the accepted bid for the Project plus allowances, hereinafter referred to as "Total Accepted Bid". Allowances are defined as Contingency percentage, Maintenance of Traffic (MOT) percentage, and/or Mobilization (MOB) percentage of the Project's cost. If the COUNTY's share of the Total Accepted Bid for the Project is in excess of the advance deposit amount, the COUNTY 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 Total Accepted Bid amount for the Project. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the Total Accepted Bid amount for the Project are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. If the COUNTY 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, not to be unreasonably withheld, to the payment of the additional deposit on said date. The COUNTY understands the request and approval of the additional time could delay the Project, and additional costs at the COUNTY'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 and not construct the Project.

- C. If the COUNTY's share of the Total Accepted Bid is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the COUNTY's share of the Total Accepted Bid if such refund is requested by the COUNTY in writing.
  - D. Should Project modifications occur that increase the COUNTY's cost for the Project, the COUNTY will be notified by the DEPARTMENT. The COUNTY 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 COUNTY as soon as it becomes apparent the actual cost will exceed the COUNTY's payment. However, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation. Funds due from the COUNTY, 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 COUNTY for a period of three (3) years after final close out of the Project and the Department's Improvement. The COUNTY 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 COUNTY. If the final accounting is not performed within three hundred sixty (360) days, the COUNTY 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 COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY 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. Payments of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the attached 3 Party Escrow Agreement between the COUNTY, 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. 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.
6. Upon completion of the Project and the DEPARTMENT's work, the COUNTY shall be responsible for the maintenance of the Miramar Park and Ride Parking Lot and shall comply with the provisions set forth in the District Four Maintenance Memorandum of Agreement (MMOA), which is attached hereto and made a part hereof as **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
  7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
  8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the COUNTY and the DEPARTMENT until the Project and the intersection improvements work is completed as evidenced by the written acceptance of the DEPARTMENT, or December 31, 2020, whichever occurs first.
  9. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY, 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 COUNTY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
  10. The COUNTY / 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 COUNTY / 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.
  11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
  12. 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.

13. 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: Brent Lee-Shue-Ling, P.E.  
A second copy to: Office of the General Counsel

If to the COUNTY:

Broward County  
1 N. University Drive, Suite 3100A  
Plantation, Florida 33324  
Attn: Tim Garling, Deputy Director of Transportation  
With a copy to: County Attorney  
115 S. Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

BROWARD COUNTY, by and through its Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_ MAYOR

BY: \_\_\_\_\_ NAME: STACY L. MILLER, P.E

NAME: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

ATTEST: \_\_\_\_\_ EXECUTIVE SECRETARY (SEAL)

\_\_\_\_\_  
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

LEGAL REVIEW:

Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone (954) 357-7600 Telecopier (954) 357-7641

BY: \_\_\_\_\_ OFFICE OF THE GENERAL COUNSEL

BY: \_\_\_\_\_ DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

BY: \_\_\_\_\_ Maya A. Moore (Date) Assistant County Attorney

Insurance requirements approved by Broward County Risk Management Division

BY: \_\_\_\_\_ Michael J. Kerr Deputy County Attorney

BY: \_\_\_\_\_ Signature (Date)

\_\_\_\_\_  
Print Name and Title above

EXHIBIT A  
SCOPE OF SERVICES  
Miramar Park and Ride Lot  
FM #435855-1-52-01

As part of the proposed Park and Ride Lot construction, the Project shall consist of but not limited to the following:

- Construction of walkway access from the parking spaces to the bus stop including ADA ramps and crosswalks.
- Construction of a closed drainage system including retention ponds
- Installation of lighting for vehicle and pedestrian safety
- Installation of signing and pavement markings
- Installation of landscaping

**Exhibit B**  
**THREE PARTY ESCROW AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Broward County ("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 of Miramar Park and Ride Lot  
 Project #: 435855-1-52-01  
 County: Broward

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.
5. 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-596-000-531-017  
\_\_\_\_\_  
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**

**DISTRICT FOUR  
MAINTENANCE  
MEMORANDUM OF AGREEMENT  
WITH BROWARD COUNTY**

FM No.: 435855-1  
AGENCY: BROWARD COUNTY

**DISTRICT FOUR  
MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS MAINTENANCE MEMORANDUM OF AGREEMENT (“AGREEMENT”)**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter called the AGENCY, collectively referred to as “Parties”.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over vacant land as described under folio numbers 514119010040, and 514119010120, and as part of Broward County System; and

**WHEREAS**, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

**WHEREAS**, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 435855-1, which involves the construction of a park and ride lot; hereinafter referred to as the “Project”, as more particularly described in **Exhibit A**; and

**WHEREAS**, the DEPARTMENT may not spend state funds for off-system projects; and

**WHEREAS**, pursuant to that certain Local Funding Agreement between the AGENCY and the DEPARTMENT dated \_\_\_\_\_, and all subsequent amendments thereto, the DEPARTMENT is responsible for the construction of the Project; and

**WHEREAS**, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

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

**WHEREAS**, the AGENCY by Action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its Board of County Commissioners to do so;

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

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

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this Project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
3. The AGENCY shall continue to maintain the existing undeveloped parcels, and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for Mowing and Litter Removal during the duration of the Project.
4. It is understood and agreed by the Parties that upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2017, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, pavement, sidewalks, ADA compliant curb ramps, signing, pavement markings, drainage system, lighting system, safety system, fencing, gates, bus-shelters, fire hydrants, landscaping, and irrigation system. The Department shall give the AGENCY ten (10) days notice before final acceptance.
  - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's public right of way.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall

execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

8. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
  - a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Drainage: The AGENCY shall cooperate with the DEPARTMENT to implement a working drainage system connected to the AGENCY'S existing system, as appropriate.
11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
12. E-verify requirements: The AGENCY
  - 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 AGENCY during the term of the contract; and
  - shall expressly require any contractors 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 contractor during the contract term.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
14. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (July 2017), as amended, applicable to this Project:

“Cause Broward County to be an additional insured party on the Contractor’s Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.”

15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

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

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by Broward County Risk Management Division

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
Maya A. Moore (Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Michael J. Kerr  
Deputy County Attorney

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STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

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

LEGAL REVIEW:

BY: \_\_\_\_\_

OFFICE OF THE GENERAL COUNSEL

ATTEST: \_\_\_\_\_ (SEAL)

EXECUTIVE SECRETARY

BY: \_\_\_\_\_

DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

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

**FM No.:** 435855-1

**AGENCY:** BROWARD COUNTY

**EXHIBIT A**

**PROJECT SCOPE**

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Park and Ride Facility

Scope

The existing area is an FPL easement with no existing pavement, and comprised of two undeveloped parcels. The proposed Park and Ride facility will encompass the construction of flexible pavement for all of the driving aisles, the construction of curbs and gutters, and sidewalks connecting the vehicular parking areas with the bus shelters.

Signing and Pavement Markings

Construction of specific parking control signs, and appropriate pavement markings in order to guide the users throughout the facility.

Drainage

Construction of dry retention ponds in the areas of the existing FPL poles. The ponds will be connected with a combination of French drain and pipes. Overflow from the ponds will sheet flow to the canal.

Lighting

Construction of lighting to properly light the site for safety.

Bus Shelters

Construction of two bus bays. Each bus bay will have three bus-shelters.

Safety

Construction of 911 call boxes, safety signs, and fire hydrants.

Utilities

Construction of a water supply system for the fire hydrants.

Landscape

Construction of landscape and irrigation system.

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