

FM No: 440746-5-52-01  
440746-5-62-01  
440746-5-62-03  
FEID No: VF-596-000-531

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,  
hereinafter called the COUNTY.

**WITNESSETH**

WHEREAS, the DEPARTMENT and the COUNTY are desirous of having the COUNTY provide  
financial assistance to the DEPARTMENT for the milling and resurfacing of Riverland Road from  
SR7/US-441 to SR-842/Broward Blvd. from east of SR7/US441 (MP 0.231) to SW 34<sup>th</sup> Way (MP  
0.771), SW 21<sup>st</sup> Street (MP 1.855) to Davie Blvd (MP 2.594), Davie Blvd (MP 0.00) to Broward Blvd  
(MP 1.038) in Broward County, Florida. (Financial Management (FM) Numbers 440746-5-52-01,  
440746-5-62-01 and 440746-5-62-03, Funded in Fiscal Year 2019/2020) hereinafter referred to the  
“Project”; and

WHEREAS, the DEPARTMENT incorporates the following FM numbers to this Agreement as part  
of the Regional Complete Streets Initiative projects as follows:

- Hammondville Road from Powerline Road to East of SR-9/I-95 in Broward County FM 440746-1-52-01, 440746-1-62-01 and 440746-1-62-03.
- NW 31st Avenue, from SR-870/Commercial Blvd to McNab Road FM 440746-2-52-01, 440746-2-62-01 and 440746-2-62-03.
- SR845/Powerline Road from SR816/Oakland Park Blvd to SR870/Commercial Blvd FM 440746-3-52-01, 440746-3-62-01 and 440746-3-62-03.
- Lauderdale Lakes Greenway from NW 29th Avenue to NW 31st Avenue Intersection FM 440746-4-52-01, 440746-4-62-01 and 440746-4-62-03.
- Riverland Road/SW 27th Avenue, from SW 34<sup>th</sup> Way (MP 0.77) to SW 21<sup>st</sup> Street (MP 1.855) in City of Fort Lauderdale, FMs 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03.

as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the  
“Complete Street Projects”; and

WHEREAS, the improvements are in the interest of both the COUNTY and the DEPARTMENT;  
and

WHEREAS, the COUNTY by Action on \_\_\_\_\_, 20\_\_\_\_,  
copy of which is attached hereto and made a part hereof, authorizes the Mayor or Vice Mayor 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 DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain input from the COUNTY and its decisions.
5. The total local contribution cost for construction of the Complete Street Projects is estimated to be EIGHT MILLION SEVENTY SIX THOUSAND SIX HUNDRED EIGHTEEN DOLLARS AND NO CENTS (\$8,076,618.00). The COUNTY's share for the Project is estimated at SIX HUNDRED AND ONE THOUSAND FOUR HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$601,441.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project, without modifications, 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. In the event the actual cost of the Project is less than the funds provided and are not utilized in its entirety, the balance shall be utilized for the Complete Street Projects. Such Complete Street Projects are noted below:

FM #	Description	Agency	Amount (Phase 52/62)
440746-1	Hammondville Road	Pompano Beach	3,672,180.00
440746-2	NW 31st Avenue	Broward County	1,919,055.00
440746-3	Powerline Road	Oakland Park	698,087.00
440746-4	Greenway	Lauderdale Lakes	261,177.00
440746-5	Riverland Road	Broward County	601,441.00
440746-5	Riverland Road	Fort Lauderdale	924,678.00
		<b>Total Amount</b>	<b>8,076,618.00</b>

- (A) The COUNTY agrees that it will, within thirty (30) calendar days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of SIX HUNDRED AND ONE THOUSAND FOUR HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$601,441.00) towards the Complete Street Projects costs.

In the event payment is not received by the DEPARTMENT within thirty (30) calendar 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 Numbers 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03. The DEPARTMENT shall utilize this amount towards costs of Project No's. 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03.

Payment shall be mailed to:  
Florida Department of Transportation  
Program Management Unit - Attention: Norma Corredor  
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 for this Complete Streets Project are defined as Contingency percentage (20% of total project 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY's Project Manager indicating the date the deposit will be made and the COUNTY'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 COUNTY reserves the right to terminate this Agreement and not construct the Project.
- (C) Should Project modifications occur that increase the COUNTY's payment for the Project costs, 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 costs will exceed the 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. Funds due from the COUNTY during 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 the COUNTY fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the

DEPARTMENT reserves the right to terminate this Agreement.

- (D) 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 and the resurfacing work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project and construction 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 resurfacing work. The COUNTY will be notified of the final cost. If the final accounting is not performed within three hundred sixty (360) calendar days, the COUNTY is not relieved from its obligation to pay.
- (E) In the event the final accounting of total Project costs indicate that the Project costs are 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.
6. Upon completion of the Project and the DEPARTMENT's work, the COUNTY shall be responsible for the maintenance of Riverland Road from SR7/US-441 to SR-842/Broward Blvd., from east of SR7/US441 (MP 0.231) to SW 34<sup>th</sup> Way (MP 0.771), SW 21<sup>st</sup> Street (MP 1.855) to Davie Blvd (MP 2.594), Davie Blvd (MP 0.00) to Broward Blvd (MP 1.038) and shall comply with the provisions set forth in the District Four Highway Maintenance Memorandum of Agreement (HMMA) a copy of which is attached hereto and made a part hereof as **Exhibit B**. 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 COUNTY 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 COUNTY and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2023, whichever occurs first.
10. 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.

11. 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.
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: Norma Corredor  
With a copy to: Thuc Le  
A second copy to: Office of the General Counsel

If to the COUNTY:

Broward County  
Highway Construction & Engineering Div.  
1 North University Drive, Suite #300B  
Plantation, FL 33324  
Attn: Mark Horowitz With a copy to: County Attorney

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\_\_

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 MM 5/8/19  
Maya A. Moore (Date)  
Assistant County Attorney

By MJK 5/8/19  
Michael J. Kerr (Date)  
Deputy County Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

FDOT LEGAL REVIEW:

\_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED:

\_\_\_\_\_  
DISTRICT PROGRAM MGMT. ADMINISTRATOR

**EXHIBIT “A”**  
**SCOPE OF WORK**  
**FM# 440746-5-52-01, 440746-5-62-01 & 440746-5-62-03**

The Complete Street Projects will fill in gaps and extend the reach of the existing Broward Regional Complete Streets network. The Complete Street Projects will construct approximately nine miles of bicycle and pedestrian facilities, including buffered bike lanes, a multi-purpose path, new ADA-compliant sidewalks, pedestrian and vehicular lighting, and landscaping.

The five Complete Street Projects will provide a unique connection to the overall network. Recognizing the specific context of each project, detailed descriptions of the individual improvements are provided below:

Hammondville Road (FM) Numbers 440746-1-52-01, 440746-1-62-01 and 440746-1-62-03. Resurface and reduce through lane widths to accommodate 7-foot buffered bike lanes in each direction from Powerline Road to I-95. Existing sidewalks requiring reconstruction will be retrofitted to ensure they comply with ADA standards. Drainage will be modified as necessary as part of this project. Pedestrian and vehicular lighting will be provided, in addition to landscaping.

NW 31st Avenue (FM) Numbers 440746-2-52-01, 440746-2-62-01 and 440746-2-62-03. Mill and resurface, reduce the width of three travel lanes from 12 feet to 10 or 11 feet to accommodate a continuous 5 feet bicycle lane from Commercial Blvd to Cypress Creek Road/NW 62nd Street and a 3' shoulder from Cypress Creek Road/NW 62nd Street to McNab Road due to narrow pavement and median widths. New mast arms will be included at three intersections.

Powerline Road (FM) Numbers 440746-3-52-01, 440746-3-62-01 and 440746-3-62-03. Mill and resurface portions of the roadway to repurpose the outside travel lanes to accommodate a 7-foot buffered bicycle lane in both directions and provide sections of 4 feet landscape islands where feasible from Oakland Park Boulevard to Commercial Boulevard.

Lauderdale Lakes Greenway (FM) Numbers 440746-4-52-01, 440746-4-62-01 and 440746-4-62-03. Extend the Lauderdale Lakes Greenway multi-purpose path including landscaping from NW 29th Avenue to the NW 31st Avenue intersection, providing continuous connection to the remainder of the Greenway.

Riverland Road/SW 27th Avenue (FM) Number 440746-5-52-01, 440746-5-62-01 and 440746-5-62-03.

Riverland Road/SW 27th Avenue: The project will mill, resurface, widen and restripe the existing roadway to accommodate 5-foot bike lanes in both directions of Riverland Road from SR-7 to Davie Boulevard. Additional work includes restriping existing lanes configuration to remove a single travel lane in each direction and provide buffered bicycle lanes from Davie Boulevard to Broward Boulevard. This will include reconstruction of sidewalks and/or crosswalks to comply with ADA standards and appropriate signage and restriping. Other improvements include internally illuminated reflective pavement markers (IIRPM) throughout entire project to clearly delineate the travel lane and bicycle lanes, reshaping roadside swales, tree protection and tree mitigation, curb, sidewalk, driveway reconstruction, drainage improvements, signing and pavement marking, replacement of two span wire signals with new mast arm signals and signal modification.



**EXHIBIT B**

**HIGHWAY MAINTENANCE  
MEMORANDUM OF AGREEMENT  
(HMMOA)**

**SECTION No.:** 86000163, 86000222  
86000076, 86000129  
**FM No.:** 440746-2-52-01 &  
440746-5-52-01  
**AGENCY:** Broward County  
**C.R. No.:** N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, is 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 COUNTY collectively referred to as Parties.

**WITNESSETH:**

**WHEREAS**, the COUNTY has jurisdiction over NW 31<sup>st</sup> Avenue, as part of the Broward County roadway system from Commercial Boulevard to McNab Road; and

**WHEREAS**, the COUNTY has jurisdiction over Riverland Road, as part of the Broward County roadway system from Tortuga Lane to SW 35th Avenue and SW 21st Street to Broward Boulevard; 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 COUNTY's geographical limits and the COUNTY agrees to have 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 with the COUNTY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the COUNTY agrees to have the DEPARTMENT construct certain improvements as part of Financial Project ID 440746-2, which involves the widening, milling and resurfacing of NW 31<sup>st</sup> Avenue from Commercial Boulevard to McNab Road with restriping to accommodate continuous bicycle lanes and Financial Project ID 440746-5, which involves which involves the widening, milling and resurfacing of Riverland Road from Tortuga Lane to SW 35th Avenue and SW 21st Street to Broward Boulevard with restriping to accommodate continuous bicycle lanes; 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 COUNTY and the DEPARTMENT dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and all subsequent amendments thereto, the DEPARTMENT is widening, milling and resurfacing NW 31<sup>st</sup> Avenue from Commercial Boulevard to McNab Road and Riverland Road from Tortuga Lane to SW 35th Avenue and SW 21st Street to Broward Boulevard; 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 COUNTY 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 officers to do so;

**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 recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The COUNTY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The COUNTY shall allow the DEPARTMENT and its contractors to enter onto the existing COUNTY property to construct this Project. No further permit or agreement from the COUNTY shall be required to construct this Project.
4. The COUNTY shall continue to maintain the existing roadway and any property owned by COUNTY until the DEPARTMENT begins construction of the Project. The COUNTY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. 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), and Notice thereof to the COUNTY, the COUNTY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2017-18, 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 maintaining pavement, sidewalks, stormwater management system, lighting system, signals, signs, and pavement markings. The Department shall give the COUNTY ten (10) days notice before "final acceptance".
6. No additional right of way is required for the Project. The Project can be completed within the COUNTY's public right of way.

7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the COUNTY, upon DEPARTMENT's final acceptance of the Project.
8. Environmental permitting: If requested by the DEPARTMENT, the COUNTY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the COUNTY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the COUNTY. To the extent permitted by law, the COUNTY shall indemnify the DEPARTMENT for any violations by the COUNTY of any permits issued to the DEPARTMENT or jointly to the COUNTY and the DEPARTMENT after construction is complete. The COUNTY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the COUNTY shall be the applicant.
9. Utilities: The COUNTY 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 COUNTY right of way and proposed right of way. This shall also include having the COUNTY require the utility to relocate or adjust if the utility is there by permit, as necessary.
  - a. COUNTY'S Utilities: The COUNTY shall relocate and adjust its own utilities including connection with utility customers.
10. Signals: The COUNTY shall cooperate with the DEPARTMENT, to the extent necessary, to effect signal and interconnect connections for the Project.
11. Unforeseen issues: If unforeseen issues shall arise, the COUNTY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the Project including but not limited to executing documents and allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and/or controlled by the COUNTY or any other occupancy right the COUNTY may have.
12. E-verify requirements: The COUNTY:
  - 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 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 Request for Proposal (RFP) Conceptual plans/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.

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 (January 2019), 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 space intentionally left blank.]

EXHIBIT ONLY, NOT FOR EXECUTION

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

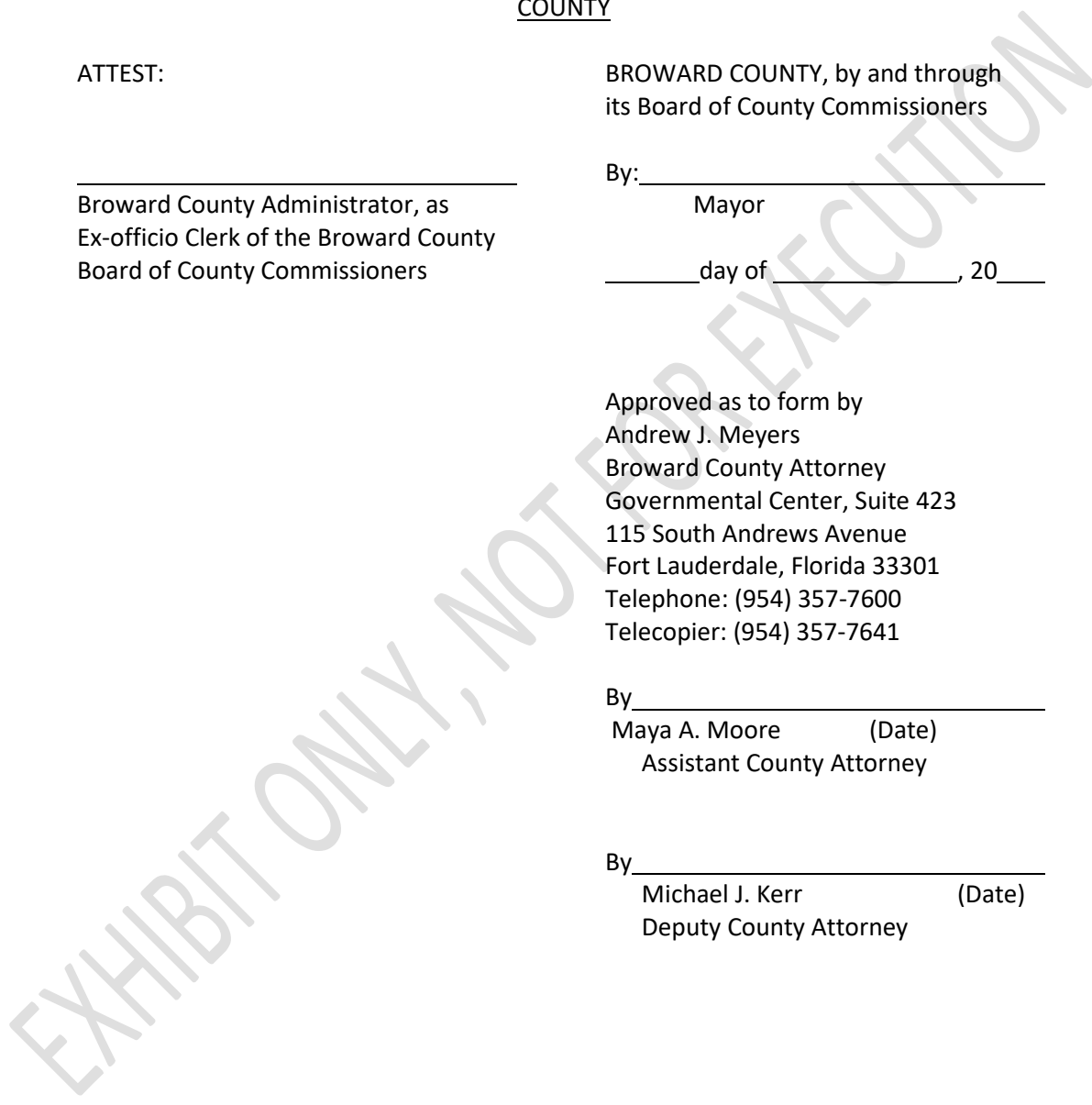
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

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

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

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney



DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

By \_\_\_\_\_  
Transportation Development Director

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approval:

\_\_\_\_\_  
Office of the General Counsel (Date)

EXHIBIT ONLY, NOT FOR EXECUTION

SECTION No.: 86000163, 86000222

86000076, 86000129  
FM No.: 440746-2-52-01  
440746-5-52-01  
AGENCY: Broward County  
C.R. No.: N/A

**EXHIBIT A**

**PROJECT SCOPE**

All of the improvements are to be completed by DEPARTMENT within the COUNTY's existing right-of-way and/or all acquired property interests to be acquired by the DEPARTMENT for COUNTY.

**440746-2-52-01: NW 31<sup>st</sup> Avenue from Commercial Boulevard to McNab Road**

***Americans with Disabilities Act (ADA):*** The proposed signalization and the proposed pedestrian features will be designed to be in accordance with the Americans with Disabilities Act.

***Lighting:*** Analyze existing lighting infrastructure to determine if there is a need to supplement existing lighting to meet current standards.

***Permits:*** The DEPARTMENT will acquire in the COUNTY's name or as required in section 8 of this agreement.

***Roadway:*** Mill and resurface roadway to accommodate bike lanes.

***Signalization:*** Replace existing signal assemblies with mast arm signal assemblies to accommodate lane modifications at 1) West Prospect Road, 2) NW 65th Drive, and 3) McNab Road

***Signing and Marking:*** Provide new signs and pavement markings to match the planned improvements.

**440746-5-52-01: Riverland Road from Tortuga Lane to SW 35th Avenue and SW 21st Street to Broward Boulevard**

***Americans with Disabilities Act (ADA):*** The proposed signalization and the proposed pedestrian features will be designed to be in accordance with the Americans with Disabilities Act.

***Drainage:*** Regrade swales to accommodate increased impervious area.

***Permits:*** The DEPARTMENT will acquire in the COUNTY's name.



**Roadway:** Milling, resurfacing, and widening of the roadway to accommodate bike lanes. Maintain the existing lanes through the two signalized intersections at Broward Blvd and at Davie Blvd.

**Sidewalks:** Construct 5' sidewalk to fill in missing gaps along southbound/westbound lanes

**Signing and Marking:** Provide new signs and pavement markings to match the planned improvements. Install Internally Illuminated Raised Pavement Markers (IIRPM's) along new bike lane.

**Structures:** Install bullet railing on top of existing bridge railing on Bridge # 864025 for bicycle safety.

EXHIBIT ONLY, NOT FOR EXECUTION