JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR INTERSECTION IMPROVEMENTS AT DR. MARTIN LUTHER KING JR. BOULEVARD AND BLOUNT ROAD

This Joint Participation Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida ("City") (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date").

RECITALS

- A. County and City have determined that a traffic signal is warranted at the intersection of Dr. Martin Luther King Jr. Boulevard and Blount Road, in Pompano Beach, Florida (the "Project Intersection").
- B. County and City seek to construct a mast arm traffic signal system, as described in Exhibit A attached hereto, in conjunction with other roadway improvements, described in greater detail herein, at the Project Intersection (collectively, the "Project").
- C. County and City agree that it is of mutual benefit to undertake the Project, and further agree to jointly fund and complete the Project in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 **Board:** The Broward County Board of County Commissioners.
- 1.2 <u>Contract Administrator</u>: The Director of the Broward County Highway Construction and Engineering Division, or designee.
- 1.3 <u>County Administrator</u>: The administrative head of County appointed by the Board.
- 1.4 **County Attorney:** The chief legal counsel for County appointed by the Board.
- 1.5 **Project:** The Project consists of the traffic signal system, roadway, pavement resurfacing and markings, and related signage improvements at the Project Intersection, as described in Article 2 below and Exhibit B attached hereto and incorporated herein.

ARTICLE 2 - SCOPE OF PARTICIPATION

- 2.1 County and City shall participate in the Project as set forth in this Agreement.
- 2.2 City shall be responsible for the payment of its share of the actual total cost of construction for the Project as set forth in Exhibit C attached hereto.
- 2.3 County shall be responsible for the payment of its share of the actual total cost of construction for the Project as set forth in Exhibit C attached hereto, and the following:
 - 2.3.1 Obtaining permits and constructing the Project through the use of the County's general service contractor; and
 - 2.3.2 Provision of construction engineering and inspection ("CEI") services, including materials sampling and testing for quality control purposes during construction.

ARTICLE 3 - COSTS

The total construction cost estimate for the Project is Two Hundred Three Thousand Two Hundred Ninety-four and 50/100 Dollars (\$203,294.50). City and County agree to pay the actual costs for the Project in the manner set forth in Article 2 above and Exhibit C attached hereto.

ARTICLE 4 - METHOD OF BILLING AND PAYMENT

After final completion of the Project, County shall submit a final invoice to City for reimbursement of City's share of actual total cost for construction of the Project, as set forth in Articles 2 and 3 above and Exhibit C attached hereto. City shall remit payment to County within forty-five (45) calendar days of the date of the final invoice.

ARTICLE 5 - TERM AND TERMINATION

- 5.1 The term of this Agreement begins on the Effective Date and continues until final completion of the Project and payment by City of the final invoice. For purposes of this Agreement, the Project shall be considered completed upon final inspection and acceptance by the County's Contract Administrator.
- 5.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by action of the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date must be not less than thirty (30) days after the date of such written notice. The parties agree that if the County

- erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 5.3 This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate under the circumstances if County Administrator determines that termination is necessary to protect the public health or safety.
- 5.4 If this Agreement is terminated for convenience by County, City acknowledges and agrees that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by City, for County's right to terminate this Agreement for convenience.
- 5.5 Notice of termination shall be provided in accordance with the Article 7 of this Agreement, except that notice of termination by County Administrator which County Administrator deems necessary to protect the public health or safety may be verbal notice that shall be promptly confirmed in writing in accordance with Article 7 of this Agreement.

ARTICLE 6 - CHANGES IN SCOPE OF PARTICIPATION

Any change to the Scope of Participation must be accomplished by a written amendment, executed by the parties in accordance with Section 10.10 below.

ARTICLE 7- NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth herein until changed by providing notice of such change in accordance with the provisions of this Article.

For County:

Director, Broward County Highway Construction and Engineering Division

One North University Drive

Third Floor

Plantation, FL 33324

Email: rtornese@broward.org
Telephone: 954-577-4579

For City: City Engineer City of Pompano Beach 1201 NE 5th Avenue Pompano Beach, FL 33060

Email: john.sfiropoulos@copbfl.com

Telephone: 954-786-4060

ARTICLE 8 - INDEMNIFICATION

- 8.1 City and County are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of their own agents or employees, who are acting within the scope of their employment and to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor will anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 8.2 If City contracts with a third party to provide the services set forth herein, any contract with such third party must include the following provision:
 - 8.2.1 Indemnification: City's contractor will indemnify and hold harmless County, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of City's contractor and other persons employed or utilized by City's contractor in the performance of this Agreement. These indemnifications will survive the term of this Agreement. If any action or proceeding is brought against County by reason of any such claim or demand, City's contractor must, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.
- 8.3 The provisions of this article will survive the termination of this Agreement.

ARTICLE 9 - INSURANCE

- 9.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.
- 9.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.
- 9.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance

requirements shall apply to City's self-insurance.

- 9.4 In the event City contracts with a third-party to provide any of the services set forth herein, City shall require that each third-party procure and maintain insurance coverage that adequately covers each third-party's exposure based on the services provided by that third-party. City must ensure that all such third-party contractors name "Broward County" as an additional insured and certificate holder under applicable insurance policies. City shall not permit any third-party to provide services until the insurance requirements of the contractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such third-parties.
- 9.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Contract.

ARTICLE 10 - MISCELLANEOUS

- 10.1 <u>Documents</u>. Copies of any and all reports, photographs, surveys, plans, and other data and documents provided or created in connection with this Agreement must be provided to County at no cost upon request.
- 10.2 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 10.3 Assignment and Performance. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered by City or County without the written consent of the other party. City represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.
- Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term of this Agreement. City or County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision of this Agreement will not be deemed a waiver

- of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of that party.
- 10.5 <u>Compliance with Laws</u>. City and County will comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.
- 10.6 <u>Severance</u>. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
- 10.7 <u>Joint Participation</u>. This Agreement has been jointly prepared by the Parties, and must not be construed more strictly against either party.
- 10.8 <u>Priority of Provisions</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 will prevail and be given effect.
- 10.9 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 10.10 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority to or otherwise authorized to execute same on their behalf.
- 10.11 <u>Incorporation by Reference</u>. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.
- 10.12 <u>Representation of Authority</u>. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate

action to execute this Agreement on behalf of such party and does so with full legal authority.

10.13 <u>Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

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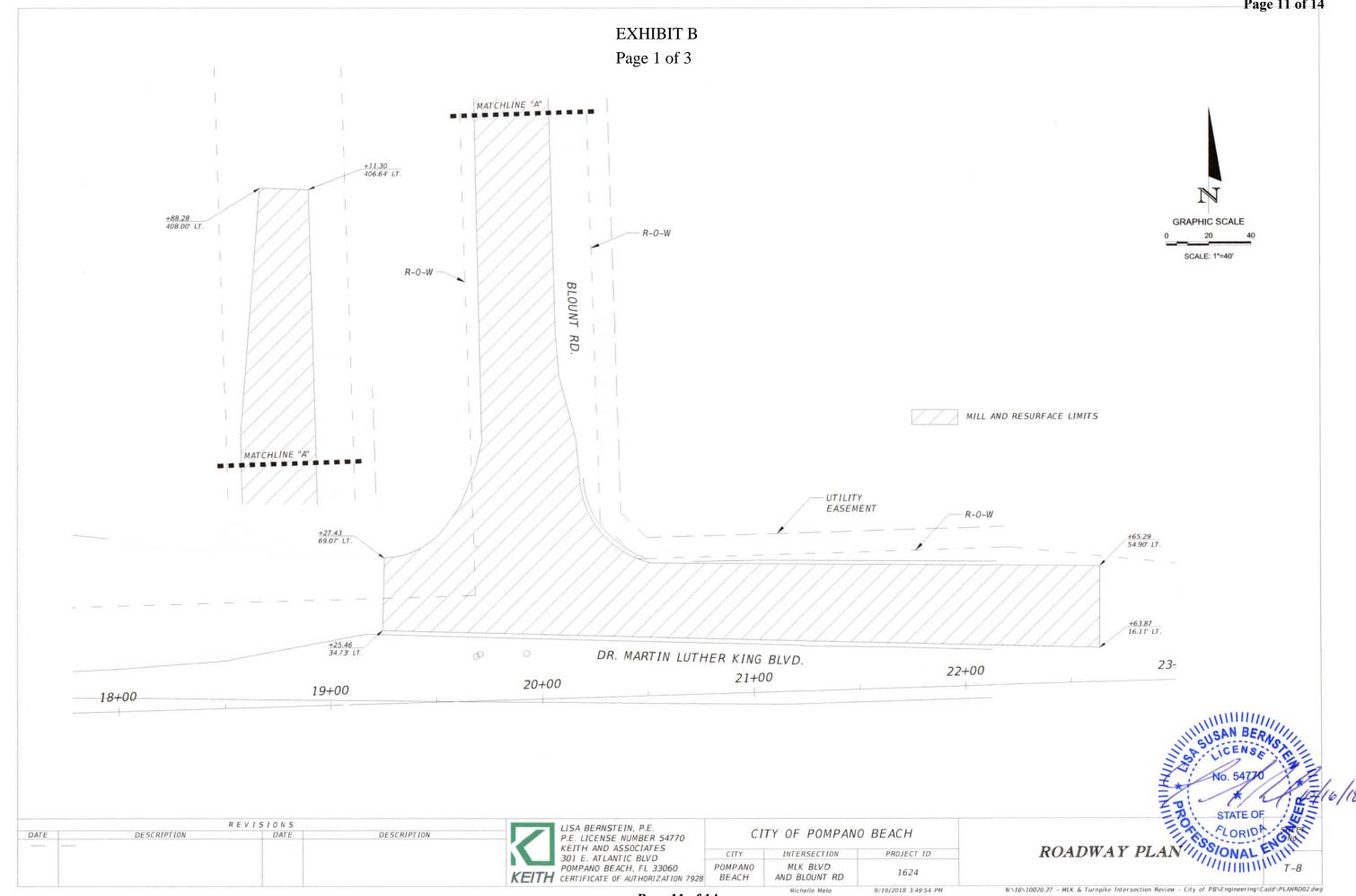
Broward County, through its Board of County, through its Board of County, authorized to executive many control of the county, and City of the county of the	N WITNESS WHEREOF, the Parties have made and executed this Agreement: d County, through its Board of County Commissioners, signing by and through its or Vice-Mayor, authorized to execute same by Board action on the day of, 20, and City of Pompano Beach, signing by and through its, duly authorized to execute same.						
<u>COUNTY</u>							
ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners						
Broward County Administrator, as	By Mayor						
•	Mayor						
Board of County Commiscionord	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						
Broward County Administrator, as Clerk of the Broward County Board of County Commissioners	By Jordan S. Nadel (Date) Assistant County Attorney						
	Michael J. Kerr (Date) Deputy County Attorney						

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR JOINT PARTICIPATION FOR INTERSECTION IMPROVEMENTS AT DR. MARTIN LUTHER KING JR. BOULEVARD AND BLOUNT ROAD

	<u>"CITY":</u>					
Witnesses:	CITY OF POMPANO BEACH					
	By: Rex Hardin, Mayor					
	Rex Hardin, Mayor					
	By: Gregory P. Harrison, City Manager					
Attest:						
	(SEAL)					
Asceleta Hammond, City Clerk	<u> </u>					
Approved As To Form:						
Mark E. Berman, City Attorney						
STATE OF FLORIDA COUNTY OF BROWARD						
, 2019 by Rex H Manager and Asceleta Hammond as	s acknowledged before me this day of the day of the day of the day of the City of Pompano Beach, Floridate the municipal corporation, who are personally known					
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA					
	(Name of Acknowledger Typed, Printed of Stamped)					
	Commission Number					

EXHIBIT A

BCTED# 180817060 COMPONENTS OF CONTRACT PLANS SET SIGNALIZATION PLANS CITY OF POMPANO BEACH CONTRACT PLANS PROJECT ID 1624 POMPANO BEACH DR. MARTIN LUTHER KING BLVD. INDEX OF SIGNALIZATION PLANS AND BLOUNT RD. SHEET NO. SHEET DESCRIPTION SIGNALIZATION PLANS KEY SHEET T-1 TABULATION OF QUANTITIES T-2 T-3 THRU T-5 GENERAL NOTES T-6 PAY ITEM NOTES PROJECT LOCATI T-7 TRAFFIC CONTROL NOTES ROADWAY PLAN T-8 SIGNING, MARKING AND ROADWAY PLAN T-9 SIGNALIZATION PLAN T-10 MAST ARM TABULATION T-11 T-12 SIGN DETAILS T-13 TOPOGRAPHIC SURVEY DATA T-14 THRU T-17 BROWARD COUNTY DETAILS SIGNALIZATION SHOP DRAWINGS TO BE SUBMITTED TO: LISA BERNSTEIN, P.E. P.E. LICENSE NUMBER 54770 KEITH AND ASSOCIATES 301 E. ATLANTIC BLVD POMPANO BEACH, FL 33060 PHONE: 954-788-3400 PLANS PREPARED BY: PROJECT LOCATION LISA BERNSTEIN, P.E.
P.E. LICENSE NUMBER 54770
KEITH AND ASSOCIATES
301 E. ATLANTIC BLVD
POMPANO BEACH, FL 33060 CERTIFICATE OF AUTHORIZATION 7928 NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPROPUCTION KEY SHEET REVISIONS DESCRIPTION GOVERNING STANDARD PLANS: Florida Department of Transportation, FY2018-19 Standard plans for Road and Bridge Construction and applicable Interim Revisions (IRs). Standard Plans for Road Construction and associated Irs are available at the following website: http://www.fdot.gov/design/Standardplans.shtm SHEET GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, July 2018 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks T-1 PROJECT MANAGER: -----



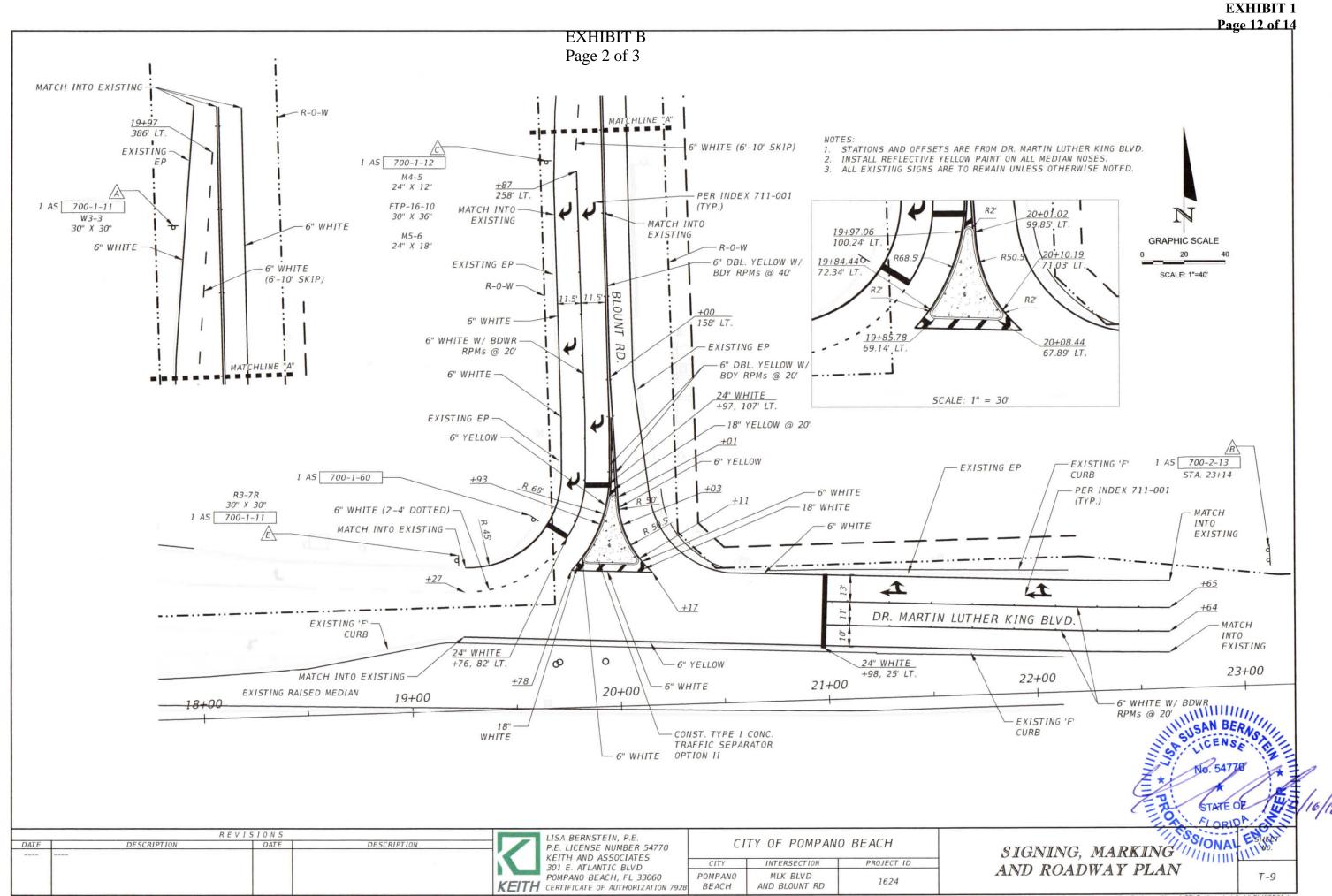


EXHIBIT B

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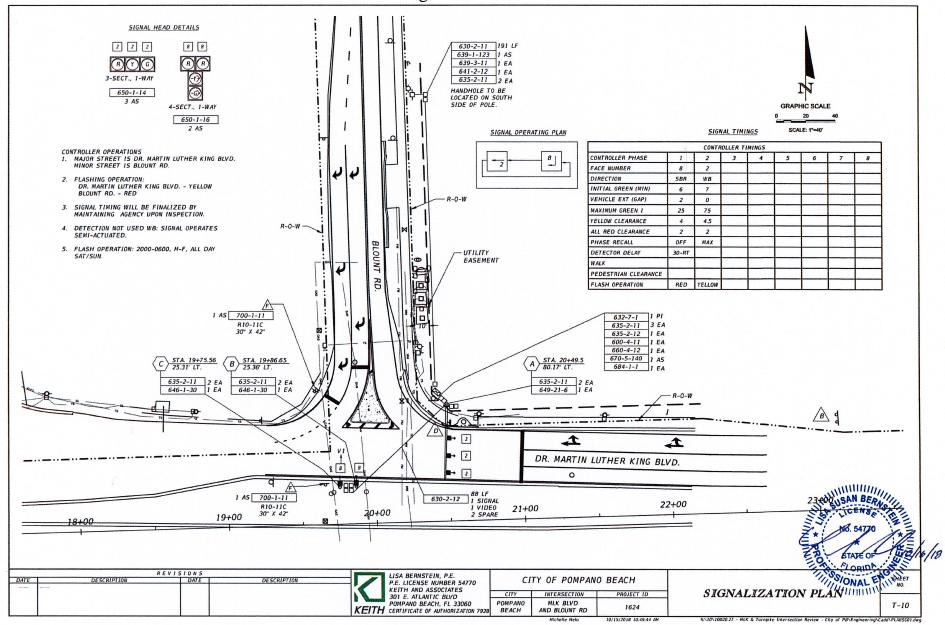


EXHIBIT C

Item No.	Pay ItemNo.	Description	Quantity	Unit of Measure	Unit Price	Total Price	COUNTY	CITY
	102-60	WORK ZONE SIGN	2200.00	DAY	\$0.75	\$1,650.00	\$825.00	\$825
	102-74-2	CHANNELIZING DEVICE	2700.00	DAY	\$2.00	\$5,400.00	\$2,700.00	\$2,700
	102-74-7	CHANNELIZING DEVICE- PEDESTRIAN LCD	250.00	LF	\$5.00	\$1,250.00	\$625.00	\$625
	102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	45.00	DAY	\$15.00	\$675.00	\$337.50	\$337
	104-10-3	SEDIMENT BARRIER (SILT FENCE)	150.00	LF	\$2.00	\$300.00	\$150.00	\$150
	104-18	INLET PROTECTION SYSTEM	2.00	EA	\$75.00	\$150.00	\$75.00	\$75
	327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	2238.00	SY	\$5.00	\$11,190.00	\$5,595.00	\$5,595
	337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 (1")	123.10	TN	\$275.00	\$33,852.50	\$16,926.25	\$16,926
	520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	48.00	SY	\$75.00	\$3,600.00	\$1,800.00	\$1,800
	630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	217.00 88.00	LF LF	\$11.00	\$2,387.00	\$1,599.29	\$787
	630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1.00	LF PI	\$25.00 \$12,000.00	\$2,200.00	\$1,474.00 \$8,040.00	\$726 \$3,960
	632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	11.00	EA	- '	\$12,000.00 \$13,200.00	\$8,040.00	\$3,960
	635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	1.00	EA	\$1,200.00 \$3,000.00	\$13,200.00	\$2.010.00	\$4,350
	635-2-12 639-1-121	PULL & SPLICE BOX, F&I, 30" X 48" X 36" DEEP ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	1.00	AS	\$5,000.00	\$5,000.00	\$3,350.00	\$1,650
	639-3-11	ELECTRICAL POWER SERVICE, PAI, UNDERGROUND, METER FURNISHED BY POWER COMPANY ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	1.00	EA	\$1,500.00	\$1,500.00	\$1,005.00	\$495
	641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	1.00	EA	\$2,000.00	\$2,000.00	\$1,340.00	\$660
	646-1-30	ALUMINUM SIGNALS POLE, F&I	2.00	EA	\$4.500.00	\$9,000.00	\$6,030.00	\$2,970
	649-21-6	MAST ARM ASSEMBLY, F&I, SINGLE ARM, 50' (BROWARD COUNTY)	1.00	EA	\$23,000.00	\$23,000.00	\$13,000.00	\$10,000
	650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	3.00	AS	\$1,500.00	\$4,500.00	\$3,015.00	\$1,485
	650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION STRAIGHT, 1 WAY	2.00	AS	\$1,600.00	\$3,200.00	\$2,144.00	\$1,056
	660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1.00	EA	\$4,000.00	\$4,000.00	\$2,680.00	\$1,320
	660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	1.00	EA	\$4,500.00	\$4,500.00	\$3,015.00	\$1,485
	670-5-140	TRAFFIC CONTROLLER ASSEMBLY, F&I, MODEL 2070	1.00	AS	\$30,000.00	\$30,000.00	\$20,100.00	\$9,900
	684-1-1	MANAGED FIELD ETHERNET SWITCH (CRADLEPOINT IBR600CLPE-SP), FURNISH ONLY	1.00	AS	\$3,234.00	\$3,234.00	\$2,166.78	\$1,067
	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	4.00	AS	\$550.00	\$2,200.00	\$1,474.00	\$726
	700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12-20 SF	1.00	AS	\$1,440.00		\$964.80	\$475
	700-1-60	SINGLE POST SIGN, REMOVE	1.00	AS	\$30.00	\$30.00	\$20.10	\$9
29	700-2-13	MULTI - POST SIGN, SIGN, F&I GROUND MOUNT, 21-30 SF	1.00	AS	\$6,000.00	\$6,000.00	\$4,020.00	\$1,980
30	700-5-21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12 SF	1.00	EA	\$3,000.00	\$3,000.00	\$2,010.00	\$990
31	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS, WHITE-RED	25.00	EA	\$6.00	\$150.00	\$75.00	\$75
32	706-3	RETRO-REFLECTIVE PAVEMENT MARKERS, YELLOW-YELLOW	20.00	EA	\$6.00	\$120.00	\$60.00	\$60
33	710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	22.00	LF	\$3.00	\$66.00	\$33.00	\$33
34	710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	58.00	LF	\$3.60	\$208.80	\$104.40	\$104
35	710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	9.00	SF	\$2.40	\$21.60	\$10.80	\$10
36	711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	0.04	GM	\$6,236.00	\$249.44	\$124.72	\$12
37	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7.00	EA	\$66.00	\$462.00	\$231.00	\$23 ⁻
38	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	4.00	LF	\$3.00	\$12.00	\$6.00	\$0
39	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.30	GM	\$7,050.00	\$2,143.20	\$1,071.60	\$1,07
	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.20	GM	\$7,050.00	\$1,402.95	\$701.48	\$70°
41		AS-BUILT DRAWINGS REQUIREMENTS	1.00	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500
- ''								

^{*} The pay item is distributed evenly between the County and the City (50 %/50 %)

(the distribution is based on the County warehouse inventory and the current average unit cost data)

Actual construction cost allocations will be determined at the end of the project. Any project change orders executed during construction shall be shared 50 %/50 %.

The percentages included herein shall be maintained.

Abbreviations:

PI = Per Intersection TN = Ton SY = Square Yard SF = Square Foot GM = Gross Mile LF = Linear Foot AS = Assembly EA = Each F&I = Furnish and Install

^{**} The highlighted pay items are distributed as follows: County (67 %) and City (33 %)

^{***}The mast arm assembly and refurbishing is furnished by County. Foundation costs are shared (50 %/50 %).