



Metropolitan Planning Organization

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October 29, 2024

Ms. Kelly Budhu, Broward MPO Liaison
Florida Department of Transportation (FDOT) District Four
Planning & Environmental Management Office
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

RE: Broward MPO FFY 2025 - FFY 2029 TIP Administrative Modification

Dear Ms. Kelly:

This letter informs you that we have approved administrative TIP modification to the Broward MPO's Federal Fiscal Year (FFY) 2025-2029 Transportation Improvement Program (TIP).

Specifically, the Broward MPO concurs with the administrative TIP modification for the following project:

- FM# 2025108 Dixie Highway from NE 10th Street to Sample Road

If you have any questions about this correspondence or require further information, please do not hesitate to call me at (954) 875-0035 or stuartg@browardmpo.org.

Sincerely,

[Signature]
Greg Stuart (Oct 29, 2024 15:43 EDT)

Gregory Stuart, AICP
Executive Director

Enclosure

- cc: William L. Cross, P.E., Broward MPO
Peter Gies, AICP, Broward MPO
Jihong Chen, Broward MPO
Roger Miranda, Broward MPO

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Executive Director
Gregory Stuart

General Counsel
Alan Gabriel

2025108 Dixie Highway from NE 10th Street to Sample Road Non-SIS

Work Summary: ROAD RECONSTRUCTION - 2 **From:**
To:
Lead Agency: Pompano Beach, City of **Length:** 2.23 miles
MTP Pg.: 1-8

Phase	Fund Source	2025	2026	2027	2028	2029	Total
CST	LF	12,300,000	0	0	0	0	12,300,000
CST	RCP*	9,870,000	0	0	0	0	9,870,000
Total		22,170,000	0	0	0	0	22,170,000

Prior Year Cost:

Future Year Cost:

Total Project Cost: 22,170,000

Project Description: Dixie Highway Streetscape - Segment 3 Project will reconstruct Dixie Highway from NE 10th Street to Sample Road, providing a bike lane, among other improvements. \$12.3 million from the County Surtax Funds has been available since October 1, 2023, for this project as the local match for this Reconnecting Communities Pilot (RCP) grant (see attached Surtax supporting documents). RCP funds shown on the project are contingent on securing the RCP Grant. Based on Title 23 CFR Section 450.326 (j), the RCP funding is displayed for illustrative purposes only.



CITY MANAGER'S OFFICE

Greg Harrison, City Manager

E: greg.harrison@copbfl.com | P: 954.786.4601 | F: 954.786.4504

October 15, 2024

Greg Stuart
Executive Director
Broward Metropolitan Planning Organization
Trade Center South
100 West Cypress Creek Road
6th Floor, Suite 650
Fort Lauderdale, FL 33309

RE: Pompano Beach Administrative Modification Request to the FY 25-29 TIP for the Inclusion of the Dixie Highway Streetscape - Segment 3 Project

Dear Mr. Stuart,

The purpose of this letter is to formally request an Administrative Modification to the FY 25-29 Transportation Improvement Program (TIP) to add the "Dixie Highway Streetscape – Segment 3 Project" (Segment 3 of the entire length of Dixie Highway Overall Project), which will reconstruct Dixie Highway from NE 10th Street to Sample Road, providing a bike lane among other improvements. The project phase is Construction, and the funding year is 2023. The Segment 3 improvements will complement what is being constructed in Segment 2 along Dixie Highway, and serve to connect significant portions of the Northwest Community to access the commuter rail station planned for the east side of the roadway. The benefits of this Segment 3 project will also provide for a safe means of traversing or crossing Dixie by foot or bike to access jobs and amenities in the City's Old Town. The City of Pompano Beach's CIP is included in the backup for reference.

The grant specific details are as follows:

- Type of Grant - Reconnecting Communities Pilot – FY2025 (Competitive)
- Year of Reconnecting Communities Pilot Grant Award-Fiscal Year 2025/2029
- Amount seeking to be awarded by Reconnecting Communities Pilot Grant -\$9,870,000
- Local Grant Match - \$12.3 million from the County Surtax Funds
- Scope of Work –

Dixie Highway Segment 3 Project includes the redesign and reconstruction of Dixie Highway from NE 10th Street to Sample Road. Prior to this segment, other improvements have been completed to the south. Atlantic Boulevard now has a shared use path, which connects to Dixie Highway Segment 2 where a shared use path will be installed. Through Segment 3, the bike lanes and sidewalk will be continued. Segment 3 presently features a five-lane roadway with turn lanes becoming four-lane roadway with turn lanes, featuring a landscaped-center median. Railroad

tracks run parallel to Dixie Highway on the eastern side. Within Segment 3, the roadway is being redesigned to reduce lane widths and shift all lanes of traffic slightly west, which will allow for the creation of a separated bike lane from traffic on its western edge by concrete separators. This will provide a safe space for vulnerable road users (bicyclists, etcetera) to travel on Dixie Highway. As part of the reconstruction of the roadway, the striping will be redone, increasing visibility of lane lines as well as crosswalks, and improvements will be made to lighting within Segment 3 increasing visibility at night. There will also be way-finding signage and artwork connecting various cultural nodes throughout the Pompano Beach Core area.

As noted, there is \$12.3 million from the County Surtax Funds available for this project as the local match for this grant (see attached Surtax supporting documents). This funding has been accessible to the City since October 1, 2023.

Thank you for your assistance in this TIP modification process. The addition of this project to the TIP is imperative since it not only shows coordination and consistency in the local planning processes, but is in fact a requirement of this grant.

Please feel free to contact Maggie Barszewski, Development Services Department Planner, at 954-786-7921 or email at Maggie.barszewski@copbfl.com if you need additional information.

Sincerely,


Greg Harrison, City Manager

Attachments:

- Pompano Beach CIP
- Surtax supporting documents

City of Pompano Beach

GOB Project Expenditure Summary: FY 2018-2024 Actuals

Funds Filter

Go Bond 2018 Parks & Rec Fund
 Go Bond 2021 Parks & Rec Fund
 Go Bond 2018 Public Safety Fund
 Go Bond 2021 Public Safety Fund
 Go Bond 2018 Streets Fund
 Go Bond 2021 Streets Fund

Project Category	Project	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	Total
GOB Parks and Rec Capital Projects	(7632) 19354 GOB Collier City Improvements	\$0	\$58,244	\$685,778	\$0	\$24,840	\$0	\$0	\$768,862
GOB Parks and Rec Capital Projects	(7636) 19358 GOB Palm Aire Improvements	\$0	\$121,465	\$363,200	\$9,363	\$928,101	\$2,826,441	\$279,097	\$4,527,667
GOB Parks and Rec Capital Projects	(7640) 19362 GOB MCNAIR Park Improvements	\$0	\$57,132	\$452,010	\$5,505,325	\$4,629,265	\$39,238	\$120	\$10,683,090
GOB Parks and Rec Capital Projects	(7641) 19363 GOB Amphitheater Renovations	\$0	\$150	\$1,903,955	\$1,663,295	\$155,582	\$0	\$0	\$3,722,982
GOB Parks and Rec Capital Projects	(7642) 19364 GOB Centennial Park Improvements	\$0	\$71,855	\$83,456	\$149,677	\$1,126,679	\$3,474	\$0	\$1,435,141
GOB Parks and Rec Capital Projects	(7643) 19365 GOB Fishing Pier Replacement	\$0	\$9,073,443	\$0	\$0	\$0	\$0	\$0	\$9,073,443
GOB Parks and Rec Capital Projects	(7644) 19366 GOB Kester Park Improvements	\$0	\$16,107	\$22,626	\$72,664	\$94,407	\$1,424,483	\$10,798	\$1,641,085
GOB Parks and Rec Capital Projects	(7645) 19367 GOB Mitchell Moore Improvements	\$0	\$24,240	\$155,002	\$623,983	\$1,355,958	\$0	\$0	\$2,159,183
GOB Parks and Rec Capital Projects	(7646) 19368 GOB N Pompano Park Renovations	\$0	\$208,058	\$226,642	\$1,385,435	\$2,071,025	\$4,500	\$0	\$3,895,660
GOB Parks and Rec Capital Projects	(7647) 19369 GOB Senior Citizens Center	\$0	\$1,800,249	\$873,167	\$2,226,558	\$2,882,185	\$384,824	\$4,000	\$8,170,983
GOB Parks and Rec Capital Projects	(7648) 19370 GOB Ultimate Sports Park	\$0	\$35,982	\$198,953	\$132,826	\$29,061	\$230,727	\$4,681,207	\$5,308,756
GOB Parks and Rec Capital Projects	(7649) 19371 GOB Youth Sports Complex	\$68,253	\$5,779,851	\$308,308	\$1,447,472	\$5,355,588	\$0	\$678	\$12,960,150
GOB Public Safety Capital Projects	(7650) 19372 GOB Fire Emergency Operations Center	\$0	\$124	\$191,310	\$660,228	\$301,269	\$63,158	\$245,811	\$1,461,900
GOB Public Safety Capital Projects	(7651) 19373 GOB Fire Station 114	\$0	\$517,579	\$361,794	\$3,180,305	\$2,102,412	\$0	\$0	\$6,162,090
GOB Public Safety Capital Projects	(7652) 19374 GOB Fire Station 52	\$0	\$236,569	\$114,190	\$14,739	\$138,623	\$1,439,277	\$3,945,521	\$5,888,919
GOB Public Safety Capital Projects	(7653) 19375 Fire Station 61	\$0	\$237,669	\$1,066,543	\$2,433,661	\$2,166,690	\$170,549	\$0	\$6,075,112
GOB Public Safety Capital Projects	(7654) 19376 GOB Public Safety Complex	\$0	\$0	\$248,258	\$171,651	\$150,330	\$40,134	\$166,364	\$776,737
GOB Public Safety Capital Projects	(7655) 19377 GOB Lifeguard Tower/HQ	\$0	\$661,037	\$501,721	\$15,433	\$275,349	\$0	\$115,958	\$1,569,498
GOB Street and Bridges Capital Projects	(7631) 19353 GOB A1A Improvements	\$0	\$78,830	\$329,291	\$5,315,192	\$3,210,394	\$4,685,648	\$3,782,557	\$17,401,912
GOB Street and Bridges Capital Projects	(7633) 19355 GOB Dixie HWY Improvements	\$0	\$174,674	\$726,749	\$5,880,794	\$3,016,059	\$4,520,827	\$7,734,702	\$22,053,805
GOB Street and Bridges Capital Projects	(7634) 19356 GOB DR. MLK JR. BLV Improvements	\$0	\$106,197	\$2,176,838	\$3,716,181	\$43,607	\$0	\$0	\$6,042,823
GOB Street and Bridges Capital Projects	(7635) 19357 GOB MCNAB RD Improvements	\$0	\$171,598	\$222,935	\$211,908	\$307,633	\$112,376	\$209,328	\$1,235,778
GOB Street and Bridges Capital Projects	(7637) 19359 GOB NE 33 ST Improvements	\$0	\$64,310	\$155,771	\$1,903,839	\$1,143,367	\$2,000	\$0	\$3,269,287
GOB Street and Bridges Capital Projects	(7638) 19360 GOB SE 5 AV Bridge	\$0	\$102,795	\$262,867	\$2,480,537	\$927,014	\$0	\$0	\$3,773,213
GOB Street and Bridges Capital Projects	(7639) 19361 GOB Terra Mar Bridge Improvements	\$0	\$23,753	\$178,123	\$817,028	\$263,694	\$10,319	\$56,558	\$1,349,475
GOB Street and Bridges Capital Projects	(7674) 20395 Fpl Light Conver	\$0	\$0	\$7,200	\$1,671,288	\$1,254,605	\$0	\$0	\$2,933,093
Total		\$68,253	\$19,621,911	\$11,816,687	\$41,689,382	\$33,953,737	\$15,957,975	\$21,232,699	\$144,340,644



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF POMPANO BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DIXIE
HIGHWAY/ ATLANTIC BLVD CORRIDOR IMPROVEMENTS (POMP-002)**

This Second Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and the City of Pompano Beach, a municipality of the State of Florida (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project for the Dixie Highway/Atlantic Blvd Corridor Improvements Project, dated November 10, 2022, (the “Original Agreement”), to provide for the construction of streetscape improvements on Dixie Highway from McNab Road to Sample Road/Pompano Park Place and Atlantic Boulevard from NW 6th Avenue to Cypress Road.

B. The Original Agreement was amended by a First Amendment, dated June 5, 2024, which included the potential for a reimbursable inflation adjustment in connection with Segment 2 of the Project (as described herein). The Original Agreement, as amended by the First Amendment, is referred to herein as the “Agreement.”

C. The Agreement expires by its terms on January 1, 2026.

D. The Parties now desire to further amend the Agreement to increase the Scope of Work to allow for streetscape improvements to additional roadway segments, extend the Term of the Agreement, and increase the Agreement’s Maximum Funding amount.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The Initial Term as defined in Section 4.1 of the Agreement is extended by one (1) year, through and including January 1, 2027.
4. Section 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County’s obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule

(including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County’s obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1 Segment 2: Construction (inclusive of 5% contingency)	\$13,921,600.00
Maximum Reimbursable Inflation Adjustment for Segment 2	\$1,656,670.40
Segment 3 Construction (inclusive of 5% contingency)	<u>\$10,938,400.00</u>
Maximum Reimbursable Inflation Adjustment for Segment 3	<u>\$1,301,669.60</u>
MAXIMUM FUNDING AMOUNT:	\$15,578,279.40 <u>\$27,818,340.00</u>

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

- Section 1 of Exhibit A of the Agreement is amended as follows:

SEGMENT 2

~~Project:~~ As further detailed in the August 15, 2022, signed and sealed construction documents referenced and incorporated herein, this Project includes the following: the construction of streetscape improvements on Dixie Highway (Segment 2) from McNab Road to Sample Road/Pompano Park Place and Atlantic Boulevard from N.W. 6th Avenue to Cypress Road. The streetscape improvements include reducing one lane throughout the project limits and adding curb bulb-outs, ADA improvements, and landscaping, and lighting.

SEGMENT 3

The limits for Segment 3 are on Dixie Highway between NE 10th Street and Sample Road (approximately 2.5 miles) (Segment 3). The Segment 3 scope of work includes milling and resurfacing of pavement; modification of median islands; ADA improvements for curb ramps and sidewalks; the addition of a raised median buffer to create a separated bicycle lane; signing and pavement marking; signalization; and lighting, landscape, and irrigation improvements; in accordance with the Signed and Sealed Plans and Specifications for the Project dated June 14, 2023, incorporated by reference.

Along Segment 3, two thru lanes are maintained in each direction, with an inside lane width of ten (10) feet and an outer lane width of eleven (11) feet. In the northbound direction, a two (2)-foot-wide raised median buffer will be added to create separation between the thru travel lanes and an eight (8) foot-wide bicycle lane. In the southbound direction, a four (4) foot-wide bicycle lane is included. Throughout Segment 3 work, existing median islands will be modified, and new median islands are proposed to channelize traffic. The pavement will be milled and resurfaced, with signing and pavement marking updates as necessary.

At several bus stops along the northbound side of Segment 3, there are existing curb ramps that are not ADA compliant, and lead to unmarked crossings across Dixie Highway. Select non-ADA compliant curb ramps will be removed as directed by County's Transportation Department where pedestrian crossings do not exist.

OVERALL ADDITIONAL PROJECT REQUIREMENTS

The construction of this Project will not provide for surtax funding for **Transportation surtax funding for the Project will not be utilized for** high-end decorative lighting, decorative road signage, brick pavers, or similar items. Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

The following items are not eligible for transportation surtax funding:

- Utility system adjustments (sewer laterals, water main connections).
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size and improvements to address runoff from private roads and/or developments.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

6. Section 2 of Exhibit A of the Agreement is amended as follows:

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase – Construction (Segment 2)

Item No.	Deliverable Number (if applicable) and Description	Duration/Deadline	Acceptance Criteria
1	Executed ILA between County and Municipality	November 15, 2022	ILA executed by City.
2	Execution of Third Amendment and Transportation Surtax Addendum	November 15, 2022	Execution by all Parties.

Item No.	Deliverable Number (if applicable) and Description	Duration/Deadline	Acceptance Criteria
3	Notice to Proceed and Commencement of Work	November 22, 2022	NTP Issued.
3a	Deliverable 1: - Dixie Highway and Atlantic Blvd - Stormwater structures and pipe procured. - Dixie Highway (North bound from SW 3 rd St to NE 10 th St) east side sitework demo and curb complete. - Atlantic Blvd (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - temporary MOT median work complete. North and South sides demo complete, 50% of stormwater structures installed.	June 30, 2023	Subject to review and approval by County.
3b	Deliverable 2: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) demo complete, 25% of the curb, 25% sidewalk, and 25% stormwater structures installed. - Atlantic Blvd. (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - stormwater structures, curb, and concrete sidewalk installed.	February 29, 2024	Subject to review and approval by County.
3c	Deliverable 3: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) demo complete, 75% of the curb, 75% sidewalk, and 75% stormwater structures installed. - Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4 th Ave) - Temporary MOT median work complete. North and South sides demo complete, 75% of stormwater structures installed.	December 31, 2024	Subject to review and approval by County.

Item No.	Deliverable Number (if applicable) and Description	Duration/Deadline	Acceptance Criteria
3d	Deliverable 4: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. - Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4 th Ave) – Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. Atlantic and Dixie intersection work complete.	May 27, 2025	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.
4	Substantial Completion	May 27, 2025	Includes punch list items, final inspections, and non-substantial work items.
5	Final Completion	September 3, 2025	Project Certified/Final Payment Issued.

DELIVERABLES: Phase – Construction (Segment 3)

Item No.	Deliverable Number (if applicable) and Description	Duration/Deadline	Acceptance Criteria
<u>1</u>	<u>Executed Second Amendment between County and Municipality</u>	<u>October 17, 2024</u>	<u>Second Amendment executed by City.</u>
<u>2</u>	<u>Notice to Proceed Segment 3 and Commencement of Work</u>	<u>October 21, 2024</u>	<u>Segment 3 NTP Issued.</u>
<u>3a</u>	<u>Deliverable 1:</u> <u>Demolish existing median, excavate, and form & pour curb for new median on Dixie Highway from NE 10th Street to 68 feet South of Copans Road.</u>	<u>April 4, 2025</u>	<u>Subject to County's progress inspections and approval of work performed.</u>
<u>3b</u>	<u>Deliverable 2:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes excavating new medians and installing 50% of landscape and irrigation in medians, installing</u>	<u>September 15, 2025</u>	<u>Subject to County's progress inspections and approval of work performed.</u>

<u>Item No.</u>	<u>Deliverable Number (if applicable) and Description</u>	<u>Duration/Deadline</u>	<u>Acceptance Criteria</u>
	<u>raised median buffers to create a separated bicycle lane from northbound traffic, and beginning signalization.</u>		
<u>3c</u>	<u>Deliverable 3:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes complete landscaping and irrigation of the new median, milling and resurfacing the northbound lane, shifting MOT for work on the southbound lanes, demolishing and improving the non-compliant ADA ramps at the intersection corners, rebuilding bus pads (if existing pads are demolished during other work performed), completing signalization and pedestrian walks.</u>	<u>February 4, 2026</u>	<u>Subject to County's progress inspections and approval of work performed.</u>
<u>3d</u>	<u>Deliverable 4:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes milling and resurfacing the southbound lanes, installing final striping and signage, and completing the punch list.</u>	<u>April 3, 2026</u>	<u>Subject to County's final inspection and approval of work performed.</u>
<u>4</u>	<u>Substantial Completion of all Segment 3 construction.</u>	<u>June 2, 2026</u>	<u>Includes creation of punch list items, final inspections, and final completion of non-substantial work items.</u>
<u>5</u>	<u>Deliverable for Segment 3 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment.</u>	<u>November 30, 2026</u>	<u>Project Certified/Final Payment Issued.</u>

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

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
<p>Segment 2 Deliverable 1:</p> <ul style="list-style-type: none"> Dixie Highway and Atlantic Blvd - Storm utility structures and pipe procured. Dixie Highway (North bound from SW 3rd St to NE 10th St) - east side sitework demo and curb complete. Atlantic Blvd (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - temporary MOT median work complete. North and South sides demo complete, 50% of storm structures installed. 	\$3,480,400.00
<p>Segment 2 Deliverable 2:</p> <ul style="list-style-type: none"> Dixie Highway (South bound from SW 3rd St to NE 10th St) - demo complete, 25% of the curb, 25% sidewalk, and 25% storm structures installed. Atlantic Blvd. (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - storm structures, curb, and concrete sidewalk installed. 	\$3,480,400.00
<p>Segment 2 Deliverable 3:</p> <ul style="list-style-type: none"> Dixie Highway (South bound from SW 3rd St to NE 10th St) - demo complete, 75% of the curb, 75% sidewalk, and 75% storm structures installed. Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) - Temporary MOT median work complete. North and South sides demo complete, 75% of storm structures installed. 	\$3,480,400.00
<p>Segment 2 Deliverable 4:</p> <ul style="list-style-type: none"> Dixie Highway (South bound from SW 3rd St to NE 10th St) - Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) – Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. Atlantic and Dixie intersection work complete. 	\$3,480,400.00
Deliverable for Segment 2 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment	\$1,656,670.40
<p>Segment 3 Deliverable 1:</p> <p><u>Demolish existing median, excavate, and form & pour curb for new median from NE 10th St to 68 feet South of Copans Road.</u></p>	<u>\$2,734,600.00</u>

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
<u>Segment 3 Deliverable 2:</u> <u>Construction from NE 10th St. to 68 feet South of Copans Road, which includes excavating new medians and installing 50% of landscape and irrigation in medians, installing raised median buffers to create a separated bicycle lane from northbound traffic, and beginning signalization.</u>	<u>\$2,734,600.00</u>
<u>Segment 3 Deliverable 3:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes complete landscaping and irrigation of the new median, milling and resurfacing the northbound lane, shifting MOT for work on the southbound lanes, demolishing and improving the non-compliant ADA ramps at the intersection corners, rebuilding bus pads (if existing pads are demolished during other work performed), completing signalization and pedestrian walks.</u>	<u>\$2,734,600.00</u>
<u>Segment 3 Deliverable 4:</u> <u>Construction from NE 10th Street to 68 feet South of Copans Road, which includes milling and resurfacing the southbound lanes, installing final striping and signage, and completing the punch list.</u>	<u>\$2,734,600.00</u>
<u>Deliverable for Segment 3 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment.</u>	<u>\$1,301,669.60</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$15,578,279.40 <u>\$27,818,340.00</u>

8. If there is any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Municipality acknowledges that through the date this Amendment is executed by Municipality, Municipality has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be the date of complete execution by the Parties.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2024

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

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

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

NAK/gpr
POMP-002 – Second Amendment
9/26/2024
#1122338.1

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF POMPANO BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DIXIE
HIGHWAY/ ATLANTIC BLVD CORRIDOR IMPROVEMENTS (POMP-002)**

MUNICIPALITY

ATTEST:

CITY OF POMPANO BEACH

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 2024

By: _____
CITY MANAGER

Print Name

____ day of _____, 20__

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

City Attorney






Modification October

Final Audit Report

2024-10-29

Created:	2024-10-29
By:	Jihong Chen (chenj@browardmpo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdSM-zl-iD86zjY0W1bn0XMIIKc59kQZ6

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-  Document e-signed by Greg Stuart (stuartg@browardmpo.org)
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