

**AGREEMENT BETWEEN BROWARD COUNTY AND LUXCOM SUNRISE, LLC  
FOR TRAFFIC SIGNAL AND SIDEWALK INTERSECTION IMPROVEMENTS  
LOCATED AT OAKLAND PARK BOULEVARD AND NW 81 AVENUE**

This agreement (“Agreement”) between Broward County (“County”), a political subdivision of the State of Florida, and Luxcom Sunrise, LLC, a State of Delaware limited liability company, its successors, and assigns (“Luxcom”) (collectively, the “Parties”), is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”).

**RECITALS**

A. Luxcom owns the property described in the attached Exhibit “A” (“Luxcom Property”) which is being developed for residential use (“Project”).

B. As part of the Project, Luxcom has designed a new traffic signal system (“Signal Improvements”), as more particularly described in Exhibit “B,” for the intersection at Oakland Park Boulevard and NW 81 Avenue (“Intersection”). Luxcom has provided, and the County has approved, the Signal Improvements design plans and those plans are ready for construction permitting.

C. Luxcom has also designed certain sidewalk improvements required in the southeast and southwest corners of the Intersection as described in Exhibit “C,” (“Sidewalk Improvements”). Luxcom has provided, and the County has approved, the Sidewalk Improvements design plans and the plans are ready for construction permitting.

D. The Oakland Park Boulevard’s right-of-way at the Intersection is functionally classified as a County road.

E. The Parties have agreed that the County shall perform the construction and construction management services for the Signal Improvements and the Sidewalk Improvements.

F. Luxcom agrees to contribute towards the Total Signal Improvement Costs and the Total Sidewalk Improvement Costs (as defined below) as set forth in Article 2.

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

**ARTICLE 1. DEFINITIONS**

1.1 Board: The Board of County Commissioners of Broward County, Florida.

1.2 City: The City of Sunrise, a municipal corporation organized and existing under the laws of the State of Florida.

1.3 Contract Administrator: The Director of the County’s Highway Construction and Engineering Division, or his or her designee.

- 1.4 County Administrator: The administrative head of County appointed by the Board.
- 1.5 County Attorney: The chief legal counsel for County appointed by the Board.
- 1.6 Division: Broward County's Highway Construction and Engineering Division.
- 1.7 Engineer-of-Record: The design consultant contracted by Luxcom to design and prepare final plans for the Signal Improvements and the Sidewalk Improvements at the Intersection.
- 1.8 Final Completion: That date, as determined by Contract Administrator, in his/her sole discretion, on which County has completed the Signal Improvements and the Sidewalk Improvements.
- 1.9 Intersection: The intersection of Oakland Park Boulevard and NW 81 Avenue.
- 1.10 Luxcom Property: The real property owned by Luxcom as described on Exhibit "A".
- 1.11 Project: The residential development proposed by Luxcom and approved by the City of Sunrise on the Luxcom Property.
- 1.12 Total Sidewalk Improvement Costs: The total actual costs incurred by County to construct the Sidewalk Improvements, including all materials, labor, equipment, permitting, construction management, testing, and inspection.
- 1.13 Total Signal Improvement Costs: The total actual costs incurred by County to construct the Signal Improvements, including all materials, labor, equipment, permitting, construction management, testing, and inspection.

## **ARTICLE 2. SCOPE OF PARTICIPATION AND COSTS**

- 2.1 The estimated Opinion of Total Signal Improvement Costs, as described in Exhibit "D," is Seven Hundred Eighty-Six Thousand, Three Hundred Seventy-Nine Dollars (\$786,379.00). The Parties have not yet received an estimate for the Total Sidewalk Improvement Costs, but such costs shall be subject to the Parties' mutual approval. The Parties' participation for the Signal Improvements and the Sidewalk Improvements is as follows:
- 2.2 County shall:
  - 2.2.1 Pay eighty percent (80%) of the Total Signal Improvement Costs.
  - 2.2.2 Construct the Signal Improvements at the Intersection.
  - 2.2.3 Construct the Sidewalk Improvements at the Intersection.
  - 2.2.4 Provide construction management services for the construction of the Signal Improvements and the Sidewalk Improvements, including materials sampling and testing.

2.2.5 Periodically submit partial payment invoices to Luxcom for its percentage share, as set forth in Section 2.3.1 herein, of the Total Signal Improvement Costs incurred by the County as of the date of such submission.

2.2.6 Upon Final Completion of the Signal Improvements, submit a final invoice to Luxcom for the remaining balance of its percentage share, as set forth in Section 2.3.1 herein, of the Total Signal Improvement Costs.

2.2.7 Track the quantities and costs of all construction materials, equipment, and other items required for County to construct and complete the Sidewalk Improvements and submit to Luxcom a final invoice for all costs incurred by County related to the Sidewalk Improvements upon Final Completion of same.

2.2.8 Provide ongoing maintenance of the Signal Improvements upon Final Completion.

2.2.9 Require its construction contractor to provide a one (1) year warranty for the Signal Improvements and the Sidewalk Improvements, protecting against defects in materials and workmanship.

2.2.10 Have no further obligation except as otherwise specifically set forth herein.

2.3 Luxcom shall:

2.3.1 Pay twenty percent (20%) of the Total Signal Improvement Costs and remit payment to County within thirty (30) days following receipt of a partial payment invoice from County.

2.3.2 Pay one hundred percent (100%) of the Total Sidewalk Improvement Costs within thirty (30) days of receipt of a final invoice from County following the Final Completion of the Sidewalk Improvements.

2.3.3 In addition to the financial contributions set forth in Sections 2.3.1 and 2.3.2 above, provide Engineer-of-Record services throughout the construction of the Signal Improvements and the Sidewalk Improvements, and provide any necessary updates to the Signal Improvements and the Sidewalk Improvements' design plans to ensure that they are designed in accordance with the Manual on Uniform Traffic Control Devices, all applicable design and engineering standards, and in compliance with all federal, state, and local codes, laws, and regulations.

2.3.4 Coordinate with County, utility companies, and any other regulatory agencies regarding the sequencing of all work contemplated in this Agreement including the Signal Improvements, the Sidewalk Improvements, Luxcom's construction of the Project, and any other proposed work required by utility companies or other regulatory agencies.

2.3.5 Pay for any additional costs incurred by County not contemplated in this Agreement related to the Signal Improvements and the Sidewalk Improvements, as set forth in Exhibits "B" and "C" herein, arising out of, or related to, the Project including, without limitation,

(i) all construction related changes, (ii) damages caused by or related to the construction of the Project, and (iii) any costs associated with construction activities related to the Project within County or City rights-of-way.

2.3.6 Luxcom already has provided, and County already has accepted, design plans for the Signal Improvements and the Sidewalk Improvements which are ready for construction permitting.

2.3.7 Upon Final Completion of the Signal Improvements and Sidewalk Improvements, submit as-built drawings of both the Signal Improvements and Sidewalk Improvements certified by the Engineer-of-Record to the Division.

### **ARTICLE 3. TERM AND TERMINATION**

3.1 Other than the obligations of the Parties set forth herein that shall survive the Final Completion of the Signal Improvements and Sidewalk Improvements, the term of this Agreement begins on the Effective Date and continues until County receives Luxcom's remittance of its share of the Total Signal Improvement Costs (20%) and the Total Sidewalk Improvement Costs (100%) as set forth in Sections 2.3.1 and 2.3.2 herein.

3.2 This Agreement may be terminated for cause by County if Luxcom fails to perform any of its obligations under Article 2 above and such failure has not been cured within ten (10) calendar days after receipt of written notice by the County.

3.3 This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety.

3.4 Notice of termination shall be provided in accordance with Article 4 of this Agreement, except that notice of termination by the County Administrator, which the 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 4 of this Agreement.

### **ARTICLE 4. 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 acknowledgement of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand deliver (provided the contemporaneous email is also sent). The addresses for notice will remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Article.

FOR COUNTY:

Richard Tornese, Director  
Broward County Highway Construction and Engineering Division  
1 N. University Drive, Box B300  
Plantation, Florida 33324-2038  
Email address: rtornese@broward.org

FOR LUXCOM:

Oscar Barbara  
Luxcom Sunrise, LLC  
135 San Lorenzo Avenue  
Suite 740  
Coral Gables 33146  
oscarabarbara@gmail.com

Copy To:

Scott Backman  
Dunay, Miskel & Backman, LLP  
14 SE 4<sup>th</sup> Street, Suite 36  
Boca Raton, FL 33432  
sbackman@dmblaw.com

**ARTICLE 5. INDEMNIFICATION**

5.1 Luxcom shall at all times indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Luxcom, its officers, employees, agents, or servants, arising from, relating to, or in connection with any work performed by the Engineer-of-Record, Luxcom, or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements, (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Luxcom shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

5.2 The obligations of this Article shall survive the termination of this Agreement upon completion of the Signal Improvements and the Sidewalk Improvements, or the early termination of this Agreement by County.

## **ARTICLE 6. INSURANCE**

6.1 Luxcom, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements shall maintain coverage that adequately covers claims relating to any act, error, or omission by or in connection with the obligations described under this Agreement on substantially the same terms and conditions required under this article and set forth in Exhibit "E," and ensure that "Broward County" is listed as a Certificate Holder and endorsed as an additional insured on all policies required hereunder. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

6.2 At least fifteen (15) days before the commencement of the Signal Improvements or the Sidewalk Improvements, whichever is first, Luxcom shall ensure that its Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements provides County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Luxcom, its Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

6.3 Luxcom, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements, shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Luxcom's Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf has been completed, as determined by the Contract Administrator. Luxcom, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf or their associated insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of such cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Luxcom, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf shall ensure that there is no lapse in coverage at any time during the time period for which coverage is required by this article.

6.4 Luxcom, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements shall ensure that all required insurance policies be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division.

6.5 If Luxcom's Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit "E," County shall be entitled to any such broader coverage and higher limits maintained.

All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise.

6.6 Luxcom, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements shall declare in writing any self-insured retentions and deductibles over the limit(s) prescribed in Exhibit "E," and shall submit such information to the County for approval at least fifteen (15) days prior to the commencement of the Signal Improvements or the Sidewalk Improvements, whichever may occur first. The Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf shall be responsible for and shall pay any deductibles or self-insured retention applicable to any claim against County. County may, at any time, require Luxcom, its Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with such retention. Luxcom, its Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County. Luxcom, its Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf agrees to obtain same in endorsements to all policies required under this article.

6.7 Unless prohibited by the applicable policy, Luxcom, its Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements waives any right to subrogation that any insurer may acquire against County and agrees to obtain same in an endorsement of any applicable insurance policy required under this article.

6.8 Luxcom shall not permit the Engineer-of-Record or any other authorized consultant or contractor working on Luxcom's behalf with respect to the Signal Improvements or the Sidewalk Improvements to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Luxcom shall provide, within five (5) business days, evidence of compliance with this article with respect to the insurance requirements referenced herein.

6.9 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit "E," and (3) if coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Luxcom shall ensure that it, its Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf with respect to the Signal Improvements or the Sidewalk Improvements obtains and maintains "extended reporting" coverage that applies after termination or expiration of this Agreement for at least the duration stated in Exhibit "E."

## **ARTICLE 7. MISCELLANEOUS**

7.1 Documents. Copies of any and all reports, photographs, surveys, plans, as-built drawings,

and other data and documents provided or created in connection with this Agreement must be provided to County at no cost upon request.

7.2 Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

7.3 Independent Contractor. Luxcom is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relation between the Parties. In providing services under this Agreement, neither Luxcom, its agents, the Engineer-of-Record, or any other authorized consultant or contractor working on Luxcom's behalf with regard to the Signal Improvements or the Sidewalk Improvements shall act as officers, employees, or agents of County. Luxcom does not have the right to bind the County to any obligations not expressly agreed to by the County under this Agreement.

7.4 Third Party Beneficiaries. Neither Luxcom 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 will be entitled to assert a right or claim against either Party based upon this Agreement.

7.5 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Luxcom or the County without the prior written consent of the other Party. Notwithstanding the foregoing, Luxcom may assign all or any portion of its obligations under this Agreement to a grantee of the fee title to all or any portion of the Luxcom Property described in Exhibit "A." Luxcom agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement. Upon the effective date of any such proposed assignment, Luxcom shall be released from any further obligations, duties, and indemnification obligations under this Agreement. Luxcom 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. Luxcom 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.

7.6 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. Luxcom or County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a 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 and comply with the Notices provision of this Agreement.

7.7 Compliance with Laws. Luxcom and County will comply with all applicable federal, state,

and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations under this Agreement.

7.8 Joint Preparation. This Agreement has been jointly prepared by the Parties and must not be construed more strictly against either party.

7.9 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

7.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 7 of this Agreement, the provision contained in Articles 1 through 7 will control and be given effect.

7.11 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, or related to, this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be brought exclusively in the State courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of, or related to, this Agreement shall be brought exclusively in such State courts, forsaking any other jurisdiction which either party may claim is proper by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, LUXCOM AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN SUCH ADJUDICATION.**

7.12 Amendments. 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 duly authorized representatives of the Parties.

7.13 Entire Agreement. This Agreement embodies the entire agreement between the Parties. It

may not be modified or terminated except as provided in this Agreement. If any provision is determined to be invalid by a court of competent jurisdiction, it will be considered deleted from this Agreement, and such deletion will not invalidate the remaining provisions which shall be deemed to be in full force and effect.

7.14 Incorporation by Reference. The attached Exhibits “A,” “B,” “C,” “D,” and “E” are incorporated into and made a part of this Agreement.

7.15 Representation of Authority. 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.

7.16 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

7.17 Recordation. Luxcom agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit “A” to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed.

7.18 Ownership of Plans, Construction Documents, and Improvements. Following the execution of this Agreement by both Parties, Luxcom hereby irrevocably assigns to the County all right, title and interest to all design documents and construction plans related to the Signal Improvements and the Sidewalk Improvements. Further, the Parties agree and acknowledge that the Signal Improvements and the Sidewalk Improvements will be the sole property of the County and that Luxcom shall have no right, title or interest therein following Final Completion, or at any time following the termination or expiration of this Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties 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 Luxcom Sunrise, LLC, a Delaware Limited Liability Company, signing by and through the Manager of its sole member, 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

JENNIFER  
RAGATZ

Digitally signed by JENNIFER  
RAGATZ  
Date: 2023.01.13 10:51:46  
-05'00'

Jennifer Ragatz (Date)  
Assistant County Attorney

MICHAEL KERR

Digitally signed by MICHAEL KERR  
Date: 2023.01.13 10:57:08 -05'00'

Michael J. Kerr (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND LUXCOM SUNRISE, LLC FOR  
TRAFFIC SIGNAL AND SIDEWALK INTERSECTION IMPROVEMENTS LOCATED  
AT OAKLAND PARK BOULEVARD AND NW 81 AVENUE

DEVELOPER

LUXCOM SUNRISE, LLC, a Delaware  
limited liability company

WITNESSES:

By: LUXCOM EQUITY, LLC, a Delaware  
LLC, sole member

By: LUXCOM DEVELOPERS SUNRISE, a  
Florida LLC, its manager

Signature

*Blanca Aralos*

Print Name of Witness above

*[Signature]*

Signature

*Yadine Triminio*

Print Name of Witness above

*[Signature]*  
Oscar A. Barbara, Manager

*10<sup>th</sup>* day of *January*, 20 *23*

ATTEST:

*[Signature]*

Corporate Secretary or other person authorized  
to attest

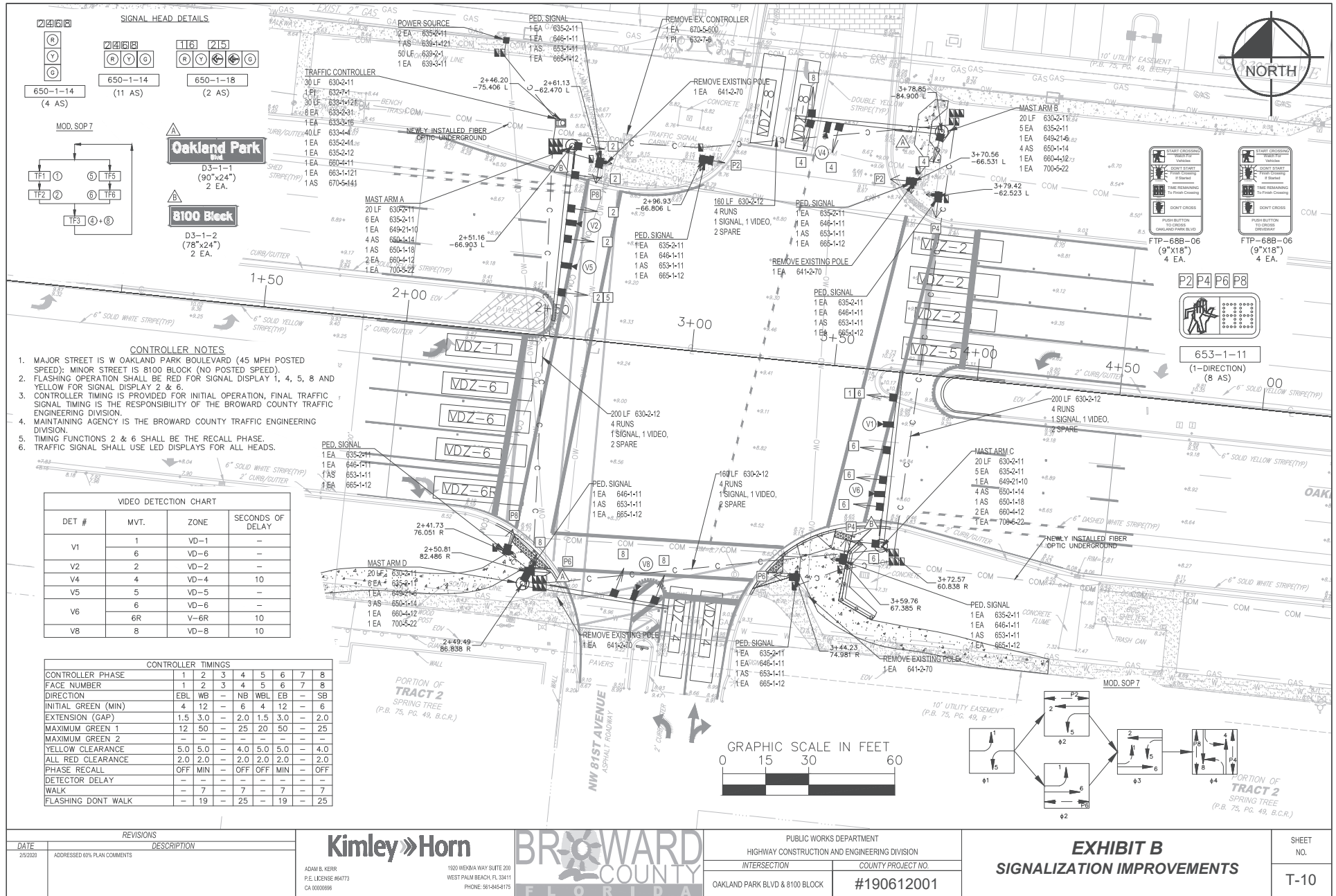
(CORPORATE SEAL OR NOTARY)



## EXHIBIT A

LEGAL DESCRIPTION-BURDENED PROPERTY (Broward County Appraiser ID # 494121030130)

THE POINT OF COMMENCEMENT (P.O.C.) AND POINT OF BEGINNING (P.O.B.) BEING THE SOUTHWESTERLY CORNER OF TRACT 5-A, PLAT BOOK 75, PAGE 49, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND THENCE ALONG THE FOLLOWING DESCRIBED COURSES; (1) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 417.58 FEET TO A POINT; (2) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 210.08 FEET TO A POINT; (3) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 210.50 FEET TO A POINT; (4) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 207.50 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF UNIVERSITY DRIVE; (5) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 50.00 FEET ALONG THE WESTERLY RIGHT-OF-WAY OF UNIVERSITY DRIVE TO A POINT; WESTERLY RIGHT-OF-WAY OF UNIVERSITY DRIVE TO A POINT; (6) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 274.03 FEET TO A POINT; (7) THENCE RUN N 34°34'36" W FOR A DISTANCE OF 154.95 FEET TO A POINT; (8) THENCE RUN N 84°03'34" W FOR A DISTANCE OF 49.13 FEET TO A POINT; (9) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 87.42 FEET TO A POINT ON THE SOUTHERLY LINE OF AN 80 FOOT WIDE CANAL RIGHT-OF-WAY AND THE NORTHERLY LINE OF TRACT 5, PLAT BOOK 75, PAGE 49; (10) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 97.51 FEET TO A POINT ALONG THE NORTHERLY LINE OF TRACT 5, PLAT BOOK 75, PAGE 49, TO A POINT; (11) THENCE RUN N 40°59'51" W FOR A DISTANCE OF 100.00 FEET TO A POINT THAT IS THE MOST NORTHWESTERLY CORNER OF TRACT 5, PLAT BOOK 75, PAGE 49; (12) THENCE RUN S 49°00'09" W FOR A DISTANCE OF 377.67 FEET ALONG THE MOST EASTERLY LINE OF PARCEL "G", PLAT BOOK 75, PAGE 49, A GOLF COURSE; (13) THENCE RUN ALONG THE ARC OF A CURVE HAVING A RADIUS OF 700.00 FEET AND BEING CONCAVE TO THE SOUTHEAST WITH A CENTRAL ANGLE OF 39°40'21" AND A CHORD DISTANCE OF 475.06 FEET BEARING N 29°09'59" E FOR AN ARC DISTANCE OF 484.69 FEET THE MOST EASTERLY LINE OF PARCEL "G", PLAT BOOK 75, PAGE 49, A GOLF COURSE; (14) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 230.19 FEET TO A POINT; (15) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 42.07 FEET TO A POINT; (16) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 18.00 FEET TO A POINT; (17) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 196.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD; (18) THENCE RUN S 83°58'31" E ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OAKLAND PARK BOULEVARD FOR A DISTANCE OF 54.20 FEET TO A POINT; (19) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 218.80 FEET TO A POINT; (20) THENCE RUN N 42°52'58" E FOR A DISTANCE OF 33.96 FEET TO A POINT; (21) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 54.28 FEET TO A POINT; (22) THENCE RUN N 06°01'29" E FOR A DISTANCE OF 18.72 FEET TO A POINT; (23) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 231.06 FEET TO A POINT; (24) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 42.25 FEET TO A POINT; (25) THENCE RUN N 83°58'31" W FOR A DISTANCE OF 20.67 FEET TO A POINT; (26) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 71.33 FEET TO A POINT; (27) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 20.67 FEET TO A POINT; (28) THENCE RUN S 06°01'29" W FOR A DISTANCE OF 151.11 FEET TO A POINT; (29) THENCE RUN S 83°58'31" E FOR A DISTANCE OF 49.07 FEET TO THE POINT OF BEGINNING OF THE AFORESTATED COURSES.  
(CONTAINING 413,078.03 SQUARE FEET MORE OR LESS, WHICH IS 9.4830 ACRES MORE OR LESS.)



DATE	DESCRIPTION
2/5/2020	ADDRESSED 60% PLAN COMMENTS

**Kimley»Horn**

ADAM B. KERR  
P.E. LICENSE #64773  
CA 0000088

1920 WENKHA WAY SUITE 200  
WEST PALM BEACH, FL 33411  
PHONE: 561-845-8175

**BROWARD COUNTY**  
FLORIDA

PUBLIC WORKS DEPARTMENT  
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

INTERSECTION  
OAKLAND PARK BLVD & 8100 BLOCK

COUNTY PROJECT NO.  
#190612001

**EXHIBIT B**  
**SIGNALIZATION IMPROVEMENTS**

SHEET NO.  
T-10



DATE		REVISIONS			PUBLIC WORKS DEPARTMENT HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION INTERSECTION OAKLAND PARK BLVD & 8100 BLOCK	COUNTY PROJECT NO. #190612001	EXHIBIT C SIDEWALK IMPROVEMENTS	SHEET NO.
2/2020		ADDRESSED BY PLAN COMMENTS						
		BY OTHERS FOR REFERENCE ONLY						

EXHIBIT D

UPDATED 10/27/2022

2022 Opinion of Total Signal Improvement Costs Oakland Park Blvd. and NW 81 Avenue Intersection Improvments						
Item No.		Description	Unit	Quantity	Master Agreement Unit Cost	Master Agreement Cost
<b>Construction Costs</b>						
102-14	10214	TRAFFIC CONTROL OFFICER	HR	48	\$ 60.00	\$ 2,880.00
104-18	10418	INLET PROTECTION SYSTEM	EA	4	\$ 60.00	\$ 240.00
110-1-1	11011	CLEARING & GRUBBING	AC	0.5	\$ 6,500.00	\$ 3,250.00
110-4-10	110410	REMOVAL OF EXISTING CONCRETE	SY	15	\$ 30.00	\$ 450.00
285-709	285709	OPTIONAL BASE, BASE GROUP 09	SY	38	\$ 31.35	\$ 1,191.30
327-70-6	327706	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	3290	\$ 8.80	\$ 28,952.00
337-7-83	337783	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	272	\$ 200.00	\$ 54,400.00
400-0-11	400011	CONCRETE CLASS NS, GRAVITY WALL INDEX	CY	8	\$ 1,100.00	\$ 8,800.00
515-1-2	51512	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	36	\$ 60.00	\$ 2,160.00
520-1-10	520110	CONCRETE CURB & GUTTER, TYPE F	LF	158	\$ 40.00	\$ 6,320.00
522-2	5222	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	15	\$ 65.00	\$ 975.00
524-2-1	52421	CONCRETE DITCH PAVT, NON REINFORCED, 3"	SY	4.5	\$ 48.91	\$ 220.10
527-2	5272	DETECTABLE WARNINGS	SF	120	\$ 25.00	\$ 3,000.00
570-1-2	57012	PERFORMANCE TURF, SOD	SY	100	\$ 4.50	\$ 450.00
630-2-11	630211	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	110	\$ 15.00	\$ 1,650.00
630-2-12	630212	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	720	\$ 31.00	\$ 22,320.00
632-7-1	63271	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1	\$ 13,500.00	\$ 13,500.00
632-7-6	63276	SIGNAL CABLE, REMOVE- INTERSECTION	PI	1	\$ 1,000.00	\$ 1,000.00
633-1-121	6331121	FIBER OPTIC CABLE, F&I, UNDERGROUND, 2-12 FIBERS	LF	200	\$ 3.50	\$ 700.00
633-2-31	633231	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	8	\$ 60.00	\$ 480.00
633-3-16	633316	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	1	\$ 1,552.50	\$ 1,552.50
633-4-4	63344	SIGNALS COMMUNICATION CABLE - TWISTED PAIR CABLE, FURNISH & INSTALL	LF	40	\$ 0.10	\$ 4.00
635-2-11	635211	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	30	\$ 1,200.00	\$ 36,000.00
635-2-12	635212	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	1	\$ 3,000.00	\$ 3,000.00
639-1-121	6391121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	1	\$ 5,000.00	\$ 5,000.00
639-2-1	63921	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	50	\$ 12.00	\$ 600.00
639-3-11	639311	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	1	\$ 1,500.00	\$ 1,500.00
641-2-70	641270	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	4	\$ 1,600.00	\$ 6,400.00
646-1-11	646111	ALUMINUM SIGNALS POLE, PEDESTAL	EA	8	\$ 4,500.00	\$ 36,000.00
649-21-6	649216	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	2	\$ 47,224.63	\$ 94,449.26
649-21-10	6492110	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	2	\$ 53,938.76	\$ 107,877.52
650-1-14	650114	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	15	\$ 1,500.00	\$ 22,500.00
650-1-18	650118	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	2	\$ 1,850.00	\$ 3,700.00
653-1-11	653111	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	EA	8	\$ 1,000.00	\$ 8,000.00
660-4-11	660411	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	\$ 45,000.00	\$ 45,000.00
663-1-121	6631121	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, REPLACE CABINET ELECTRONICS	EA	1	\$ 6,000.00	\$ 6,000.00
665-1-12	665112	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	8	\$ 1,600.00	\$ 12,800.00
670-5-141	6705141	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL, MODEL 2070, 1 PREEMPTION	AS	1	\$ 33,800.00	\$ 33,800.00
670-5-600	6705600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	\$ 350.00	\$ 350.00
700-1-11	700111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	3	\$ 600.00	\$ 1,800.00
700-5-22	700522	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	4	\$ 3,500.00	\$ 14,000.00
705-10-1	705101	OBJECT MARKER, TYPE 1	EA	3	\$ 200.00	\$ 600.00
710-11-101	71011101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.1	\$ 1,552.50	\$ 155.25
710-11-123	71011123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	750	\$ 1.15	\$ 862.50
710-11-125	71011125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	180	\$ 2.53	\$ 455.40
710-11-131	71011131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	GM	0.1	\$ 1,380.00	\$ 138.00
710-11-141	71011141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	GM	0.1	\$ 1,380.00	\$ 138.00
710-11-170	71011170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	5	\$ 28.75	\$ 143.75
711-11-101	71111101	THERMOPLASTIC, STANDARD, WHITE, SOLID 6"	GM	0.1	\$ 4,140.00	\$ 414.00
711-11-123	71111123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	750	\$ 1.67	\$ 1,252.50
711-11-125	71111125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	180	\$ 3.45	\$ 621.00
711-16-131	71116131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	0.1	\$ 1,265.00	\$ 126.50
711-11-170	71111170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	\$ 51.75	\$ 258.75
<b>Subtotal</b>						<b>\$ 598,437.33</b>
<b>Miscellaneous</b>						
102-1		Maintenance of Traffic (5%)			5.00%	\$ 29,922.00
101-1		Mobilization (Included in Each Unit Cost)			0.00%	\$ -
NA		Bonds and Insurance			1.50%	\$ 9,426.00
NA		Contingency			5.00%	\$ 31,418.00
NA		Construction Phases Services (CEI)	LS	1		\$ 112,175.00
NA		Third Party Testing	LS	1		\$ 5,000.00
<b>Subtotal</b>						<b>\$ 187,941.00</b>
<b>Total</b>						<b>\$786,378.33</b>
<b>2022 Opinion of Probable Cost for Sunrise Gardens Signal</b>						<b>\$786,379.00</b>

County = \$629,103.20  
Developer = \$157,275.80  
USE  
County = \$629,103.00  
Developer = \$157,276.00  
\$786,379.00

## INSURANCE REQUIREMENTS

Project: **Construction Management and Construction Services for Intersection Improvements at W. Oakland Park Boulevard and NW 81<sup>st</sup> Avenue**  
 Agency: **Highway Construction and Engineering Division**

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$1,000,000</b>	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> All engineering, surveying and design professionals.			Each Claim:	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	<b>\$1,000,000</b>	
			*Maximum Deductible:	\$10,000	
<input checked="" type="checkbox"/> <b>INSTALLATION FLOATER / INLAND MARINE</b> <i>Note: Coverage must be "All Risk", Completed Value.</i> Broward County must be listed as an additional insured/loss payee.			*Maximum Deductible:	\$10,000	<b>Completed Value</b>
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<b>Description of Operations:</b> "Broward County" and Florida Department of Transportation (FDOT) shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					

**CERTIFICATE HOLDER:**

Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, Florida 33301

Digitally signed by  
 COLLEEN A. POUNALL  
 Date: 2021.10.29  
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Risk Management Division