

SECTION No: 86900171
COUNTY: Broward
S.R. No: 816
FM No: 429569-5-52-01

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMA)

THIS AGREEMENT, made and entered into on 3/21/2022 | 1:27 PM EDT by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida hereinafter called the **DEPARTMENT**, and **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road 816/Oakland Park Boulevard between Mile Post (M.P.) 0.096 and M.P. 0.166 and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road 816/Oakland Park Boulevard; and

WHEREAS, the **DEPARTMENT** seeks to install certain highway and pedestrian **IMPROVEMENTS**, specifically solar-powered Rectangular Rapid Flashing Beacon (RRFB) sign assemblies at existing pedestrian midblock crosswalk locations within the right-of-way of State Road 816/Oakland Park Boulevard/Oakland Park Boulevard at the intersections of NE 32nd Avenue as described within **Exhibit A (Project Location, Description and Location Map)**, and have maintained by the **AGENCY**; and

WHEREAS it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all the **IMPROVEMENTS** constructed within the project limits under **FM No. 429569-5-52-01**, along State Road 816/Oakland Park Boulevard between M.P. 0.096 and M.P. 0.166, as detailed within **Exhibit A**.

WHEREAS, the Project involves the scope of work as described within **Exhibit A** and **Exhibit B (Construction Plans)**, which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number 22-53 dated 03/11/2022 attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

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

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** shall construct under **FM No: 429569-5-52-01** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B**, which will benefit the **AGENCY**. The **AGENCY** agrees to maintain the **IMPROVEMENTS** described herein as: Rectangular Rapid Flashing Beacon

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(RRFB) sign assemblies, at existing midblock crosswalk locations within the right of way of State Road 816/Oakland Park Boulevard, as described within **Exhibit A** and **Exhibit B**; and

- a) If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- b) The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA").
- c) The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.
- d) The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **429569-5-52-01** as provided herein. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, and general maintenance of all features within the limits of construction of solar-powered Rectangular Rapid Flashing Beacon (RRFB) sign assemblies at existing pedestrian midblock crosswalk locations within the right-of-way of State Road 816/Oakland Park Boulevard Oakland Park Boulevard East access road as described within **Exhibit A**

- a) The **AGENCY** agrees to maintain as its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to laws and regulations relating to the Americans with Disabilities Act (ADA) of 1990, as currently enacted or as may be amended from time to time.
- b) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from the **AGENCY's** approved Maintenance Plan as referenced in **Exhibit C** (Maintenance Plan Requirements) without written approval from the **DEPARTMENT**.
- c) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.
- d) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles or other assets occurring as a

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result of maintaining the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

- e) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
- f) The **AGENCY** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT**.
- g) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
- h) All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the appropriate department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- i) It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) **FDOT Design Manual (FDM)**, (b) **Florida Green Book**, (c) **Standard Specifications for Roadway and Bridge Construction**, (d) **FDOT Standard Plans for Roadway Construction**, (e) **Manual on Uniform Traffic Control Devices (MUTCD)**, and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- j) Any work impacting traffic flow on **SR 816/Oakland Park Boulevard Oakland Park Boulevard East** access road as described within **Exhibit A** must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENTS** Open Roads Policy.

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4. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time while the terms of this **AGREEMENT** are in effect it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s). by sending a certified letter to the **AGENCY**, in care of the **CITY OF FORT LAUDERDALE, CITY MANAGER**. to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If the deficiencies are not corrected within the time period, the **DEPARTMENT** may at its option, proceed under one or more or a combination of the following items.

- a) The **DEPARTMENT** may repair any item, or a number of items corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- b) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel The actual cost for such work will be charged to the **AGENCY**.
- c) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- d) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove within the limits of the **DEPARTMENTS** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel all of the **IMPROVEMENTS** installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

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- a) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- b) The **AGENCY** shall procure a permit and/or Construction Agreement from the **DEPARTMENT**, as appropriate.
- c) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- d) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions

- a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119. Florida Statutes and made or received by the **AGENCY** in conjunction with this Agreement.
- c) By the **DEPARTMENT**, within a six (6) month written notice.

8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this

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indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except FM No. **429569-5-52-01**

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof. Should the **AGENCY** disagree with the **DEPARTMENT'S** District Secretary's decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this agreement.

14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this Agreement shall be in Broward County, Florida.

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16. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY:**

City of Fort Lauderdale
Attention: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

17. LIST OF EXHIBITS

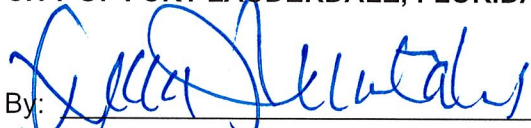
Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans
Exhibit C: Maintenance Plan Requirements

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY

CITY OF FORT LAUDERDALE, FLORIDA


By: 
DEAN J. TRANTALIS
Mayor

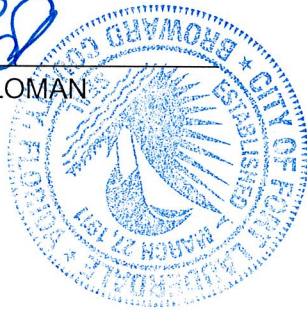
15th day of March, 2022

By: 
CHRISTOPHER LAGERBLOOM, ICMA-CM
City Manager

14th day of March, 2022

ATTEST:


By: 
DAVID R. SOLOMAN
City Clerk



(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ALAIN E. BOILEAU, City Attorney

By: 
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Paul Lampley
Sign: 0EDDE694B88FD497...
Paul A. Lampley, P. E., Director of Operations

Date: 3/21/2022 | 1:27 PM EDT

Approval as to Form:

DocuSigned by:
Dawn Raduano
Sign: CAA57940ABF54DE...
Dawn Raduano, District General Counsel

Date: 3/21/2022 | 10:53 AM EDT

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION, AERIAL, AND LOCATION MAP

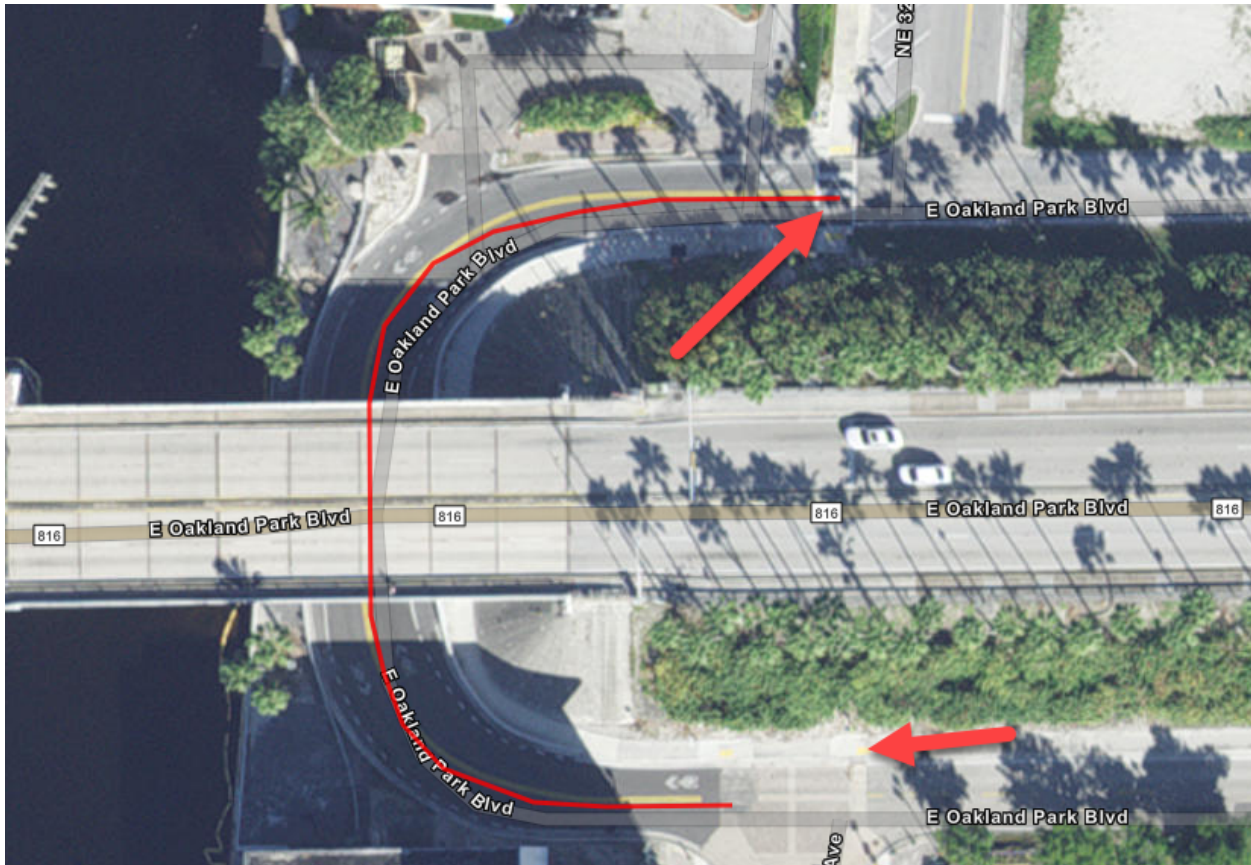
I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the City of Fort Lauderdale in Broward County, Florida along State Road 816/Oakland Park Boulevard/Oakland Park Boulevard from M.P. 0.096 to M.P. 0.166.

II. Description

The proposed project consists installation of certain highway and pedestrian **IMPROVEMENTS**, specifically solar-powered Rectangular Rapid Flashing Beacon (RRFB) sign assemblies at existing pedestrian midblock crosswalk locations within the right-of-way of State Road 816/Oakland Park Boulevard/Oakland Park Boulevard at the intersections of NE 32nd Avenue.

III. Aerial



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EXHIBIT B

PLANS

Contract Plans by Patsy Fuschetto, PE, from Aecom Technical Services, Inc. dated June 28th, 2019, as approved by the Department.

PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	T-1	KEY SHEET
14	T-2	TABULATION OF QUANTITIES
15	T-3	GENERAL NOTES
16-17	T4-T5	SIGNALIZATION PLAN

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

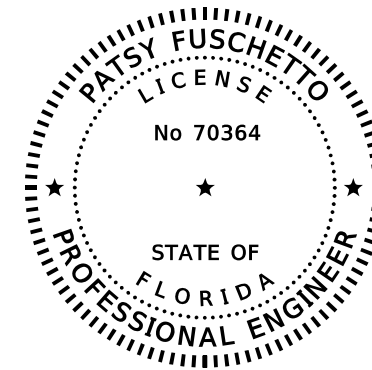
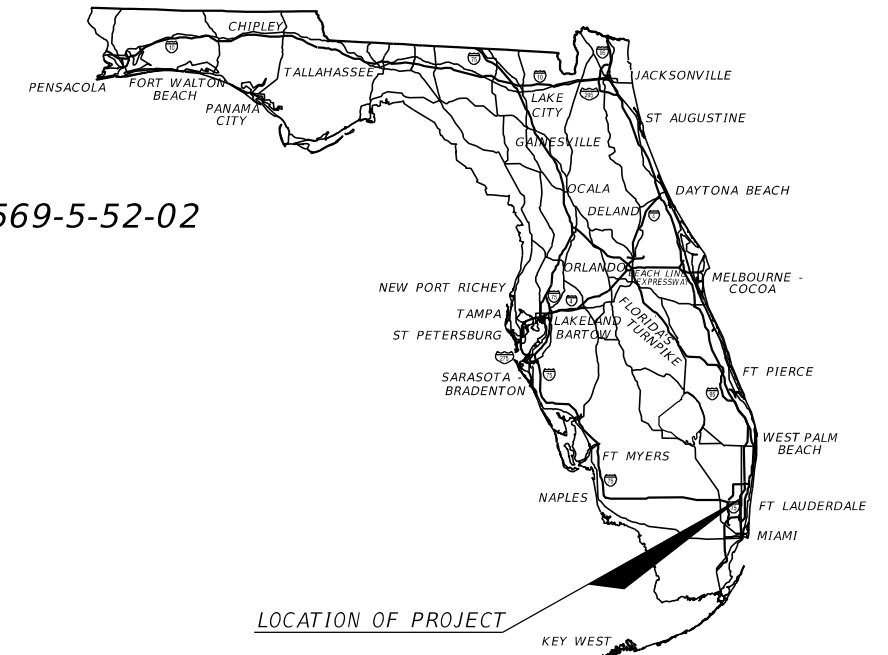
CONTRACT PLANS

FINANCIAL PROJECT ID 429569-5-52-01 AND 429569-5-52-02
(FEDERAL FUNDS)
BROWARD COUNTY (86000,86090,86900)
SR 816 / OAKLAND PARK BOULEVARD
TRANSIT & MOBILITY PROJECTS AT VARIOUS ROADWAYS

SIGNALIZATION PLANS

INDEX OF SIGNALIZATION PLANS

<i>SHEET NO.</i>	<i>SHEET DESCRIPTION</i>
T-1	KEY SHEET
T-2	TABULATION OF QUANTITIES
T-3	GENERAL NOTES
T-4 - T-5	SIGNALIZATION PLAN



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

**SIGNALIZATION PLANS
ENGINEER OF RECORD:**

PATSY FUSCHETTO, P.E. NO. 70364
AECOM TECHNICAL SERVICES, INC.
3201 W COMMERCIAL BOULEVARD SUITE 134
FORT LAUDERDALE, FL 33309
(561) 962-2578
CONTRACT NO.: C9F49
VENDOR NO.: 952661922-001
CERTIFICATE OF AUTHORIZATION NO.: 8115

FDOT PROJECT MANAGER:
BINOD BASNET, P.E.

<i>CONSTRUCTION CONTRACT NO.</i>	<i>FISCAL YEAR</i>	<i>SHEET NO.</i>
T4525	20	T-1

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS																		TOTAL THIS SHEET		GRAND TOTAL		REF. SHEET
			T-3		T-4		T-5												PLAN	FINAL	PLAN	FINAL			
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL							
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF					20														20		20		
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA					4														4		4		
654-2-22	RECT RAPID FLASH BEACON, F&I, SOLAR POWERD, COMPL ASSEM- BCK TO BCK	AS					4														4		4		
633-8-1	MULTI-CONDUCTOR COMMUNICATION CABLE, F&I	LF	30																		30		30		
653-1-11	PEDESTRIAN SIGNAL, F&I, LED COUNTDOWN, 1-WAY	AS			4																4		4		
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL-POLE/PEDESTAL TO REMAIN	AS			8																8		8		
660-1-110*	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	1																		1		1		
663-1-121	SIGNAL PRIOTITY AND PREEMPTION SYSTEM, F&I, GPS, REPLACE CABINET ELECTRONICS	EA	6																		6		6		
663-1-122	SIGNAL PRIOTITY AND PREEMPTION SYSTEM, F&I, GPS, DETECTOR	EA	7																		7		7		
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA			4																4		4		
665-1-60	PEDESTRIAN DETECTOR, REMOVE - POLE/PEDESTAL TO REMAIN	EA			8																8		8		
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	7																		7		7		

PAY ITEM NOTES:

1. PAY ITEM 663-1-121 INCLUDES FURNISHING AND INSTALLATION OF THE OPTICOM (TM) MODEL 760 CARD RACK WITH P1 HARNESS (WITH REMOVAL OF CARD RACK WHERE EXISTING), AND 9 PIN HARNESS, THE OPTICOM (TM) MODEL 764 MULTIMODE PHASE SELECTOR (WITH REMOVAL OF GPS PHASE SELECTOR WHERE EXISTING), THE OPTICOM (TM) MODEL 768 AUXILIARY INTERFACE PANELS AND CABLE, AND ANY ADDITIONAL WIRING TO CONNECT THE EXISTING EQUIPMENT TO THE NEW OPTICOM (TM) MODEL 764 MULTIMODE PHASE SELECTOR. PRIOR TO INSTALLATION, COORDINATE WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION FOR INSTALLATION GUIDANCE, AND FOR COORDINATION OF FINAL SET-UP AND SOFTWARE PROGRAMMING TO BE PERFORMED BY THE COUNTY. SEE THE ROADWAY GENERAL NOTES UTILITY/AGENCY OWNERS LISTING FOR CONTACT INFORMATION.
2. PAY ITEM 663-1-122 INCLUDES FURNISHING AND INSTALLATION OF THE OPTICOM (TM) MODEL 3100 ANTENNA. ANTENNA SHALL BE RIGIDLY AFFIXED TO MAST ARM WITH VERTICAL SUPPORT POLE AND BRACKETS IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS. ANTENNA SHALL BE MOUNTED ON SIGNAL POLE CLOSEST TO THE CONTROLLER CABINET.
3. PAY ITEM 633-8-1 INCLUDES COST OF FURNISHING CATEGORY 5 (OR GREATER) ETHERNET CABLE TO BE CONNECTED TO OPTICOM (TM) MODEL 764 MULTIMODE PHASE SELECTOR AND EXISTING ETHERNET SWITCH OR OTHER ETHERNET COMMUNICATION DEVICE LOCATED IN SIGNAL CABINET WITH AVAILABLE PORT.
4. PAY ITEM 671-2-40 INCLUDES FURNISHING AND INSTALLATION OF SIGNAL CONTROLLER 1C PROCESSOR MODULE AND UPGRADING FIRMWARE/SOFTWARE TO PROVIDE TRANSIT SIGNAL PRIORITY.

*
INVERRARY BLVD. WEST SOUTHBOUND APPROACH AT OAKLAND PARK BLVD. INTERSECTION

REVISIONS				PATSY FUSCHETTO, P.E. P.E. LICENSE NUMBER 70364 AECOM TECHNICAL SERVICES, INC. 3201 WEST COMMERCIAL BOULEVARD SUITE 134 FORT LAUDERDALE, FL 33309 CERTIFICATE OF AUTHORIZATION NO. 8115	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<h2 style="margin: 0;">TABULATION OF QUANTITIES</h2>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		T-2
					SR 816	BROWARD	429569-5-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SIGNALIZATION NOTES

- 1. UTILITY OWNERS AND CONTACT INFORMATION CAN BE FOUND ON THE ROADWAY GENERAL NOTES SHEET.
- 2. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (BCTED).
- 3. SIGNAL CABLE SHALL BE SPLICED TO A SEPARATE 7-CONDUCTOR CABLE FOR EACH VEHICULAR SIGNAL HEAD AND A SEPARATE 4-CONDUCTOR CABLE FOR EACH PEDESTRIAN SIGNAL HEAD. THESE SPLICES SHALL BE INSTALLED IN EITHER THE HAND-HOLE OF THE STEEL POLE/CONCRETE STRAIN POLE OR WITHIN THE TRANSFORMER BASE OF A PEDESTRIAN PEDESTAL. THE COLOR CODE OF SIGNAL CABLE SHALL BE VERIFIED WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION PRIOR TO WIRING INTERSECTION. A PERMANENT TAG SHALL BE PLACED AT BOTH OF THE WIRE TERMINATIONS DESIGNATING THE PHASE USED. ALL UNUSED SIGNAL WIRES SHALL BE BONDED TO THE POLE GROUND. EACH DETECTOR PUSH BUTTON SHALL BE FED WITH AN INDIVIDUAL 2-CONDUCTOR CABLE, WITH THE SHIELD WIRE BONDED TO THE POLE GROUND. THE OUTSIDE-INSULATION JACKET OF ALL SIGNAL CABLES SHALL REMAIN INTACT FROM THE SIGNAL HEADS TO THE FIELD-TERMINATION POINTS. NO UN-JACKETED INDIVIDUAL CONDUCTORS SHALL REST IN ANY FIELD-DRILLED STRUCTURES OR ASSEMBLIES.
- 4. COORDINATE A FIELD MEETING WITH THE ENGINEER AND BCTED PERSONNEL, PRIOR TO REMOVING ANY EXISTING EQUIPMENT, TO DETERMINE WHICH EQUIPMENT SHOULD BE DELIVERED TO BCTED. THE AGREED UPON EQUIPMENT SHALL BE DISASSEMBLED INTO THEIR COMPONENT PARTS, TAGGED AS TO LOCATION, PACKAGED AS NEEDED FOR PROTECTION FROM DAMAGE AND DELIVERED TO:

BROWARD COUNTY TRAFFIC ENGINEERING DIVISION
 2300 WEST COMMERCIAL BLVD
 FORT LAUDERDALE, FL 33309

CONTACT BCTED AT LEAST 48 HOURS PRIOR TO DELIVERY.

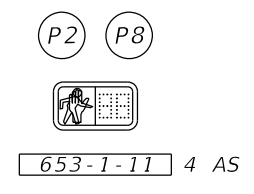
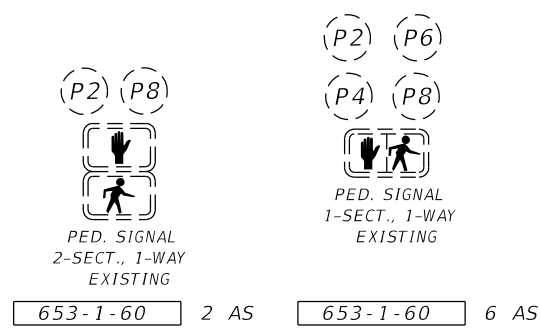
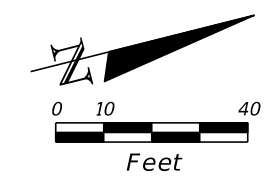
TRANSIT SIGNAL PRIORITY TABLE OF QUANTITIES				
INTERSECTION	663-1-121	663-1-122	633-8-1	671-2-40
FLAMINGO ROAD & NW 136TH AVENUE	-	1	-	1
OAKLAND PARK BOULEVARD & FLAMINGO ROAD	1	1	6	1
OAKLAND PARK BOULEVARD & NW 120TH WAY	1	1	-	1
OAKLAND PARK BOULEVARD & NW 115TH TERRACE	1	1	6	1
OAKLAND PARK BOULEVARD & HIATUS ROAD	1	1	6	1
OAKLAND PARK BOULEVARD & NOB HILL ROAD	1	1	6	1
OAKLAND PARK BOULEVARD & NW 88TH AVENUE /PINE ISLAND ROAD	1	1	6	1
TOTAL	6	7	30	7

REVISIONS				PATSY FUSCHETTO, P.E. P.E. LICENSE NUMBER 70364 AECOM TECHNICAL SERVICES, INC. 3201 WEST COMMERCIAL BOULEVARD SUITE 134 FORT LAUDERDALE, FL 33309 CERTIFICATE OF AUTHORIZATION NO. 8115	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. T-3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 816	BROWARD	429569-5-52-01	

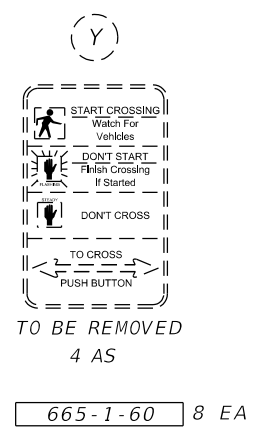
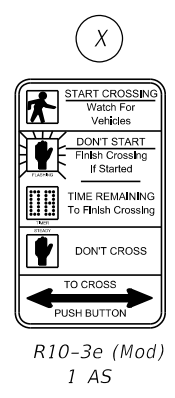
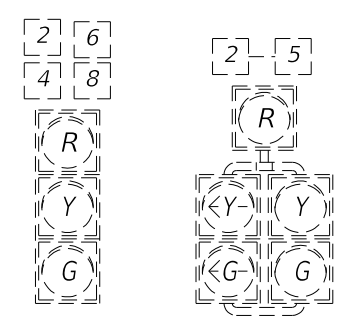
GENERAL NOTES

EXIST. PEDESTRIAN SIGNAL DETAILS
(TO BE REMOVED)

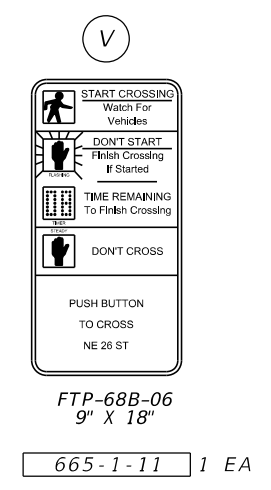
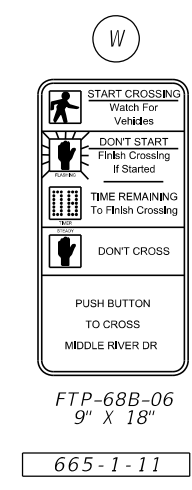
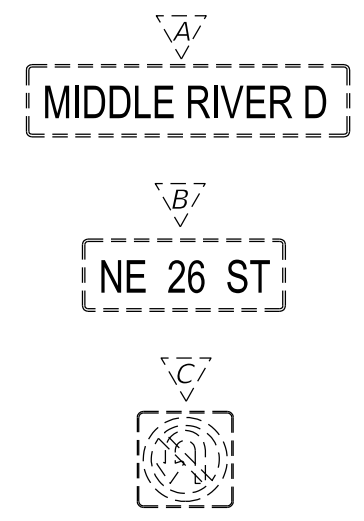
PEDESTRIAN SIGNAL DETAILS



EXIST. SIGNAL HEADS
(TO REMAIN)

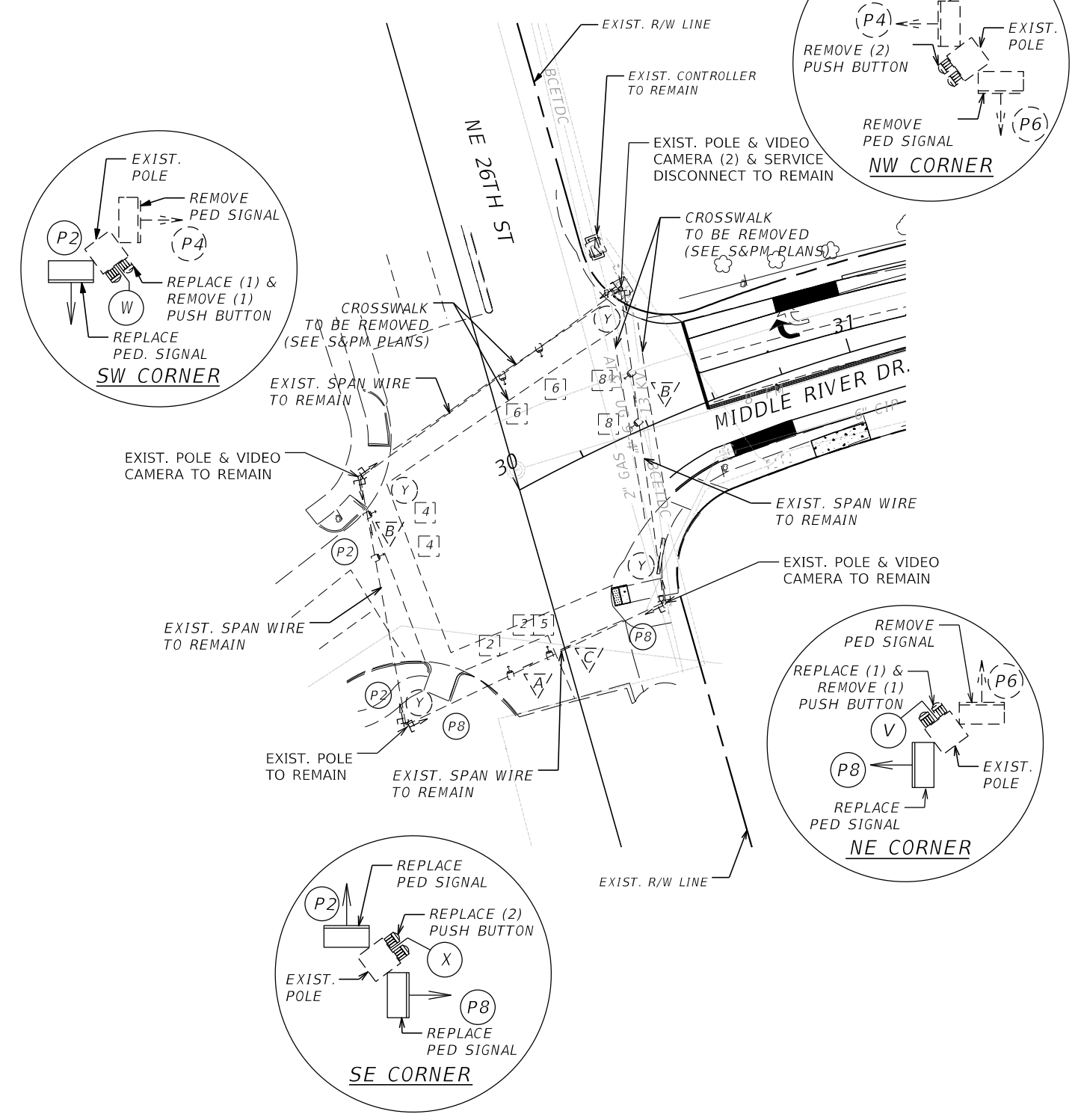


EXIST. SIGNS DETAILS
(TO REMAIN)



SIGNAL OPERATION NOTES:

1. MAJOR STREET IS NE 26 ST TO FLASH YELLOW
MINOR STREET IS MIDDLE RIVER DR TO FLASH RED.
2. EXISTING TIMING FUNCTION TO REMAIN.

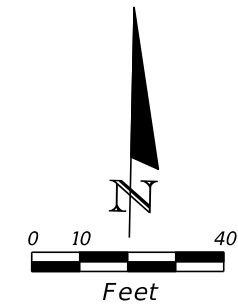


NE 26 ST @ MIDDLE RIVER DR (ID # 2195)

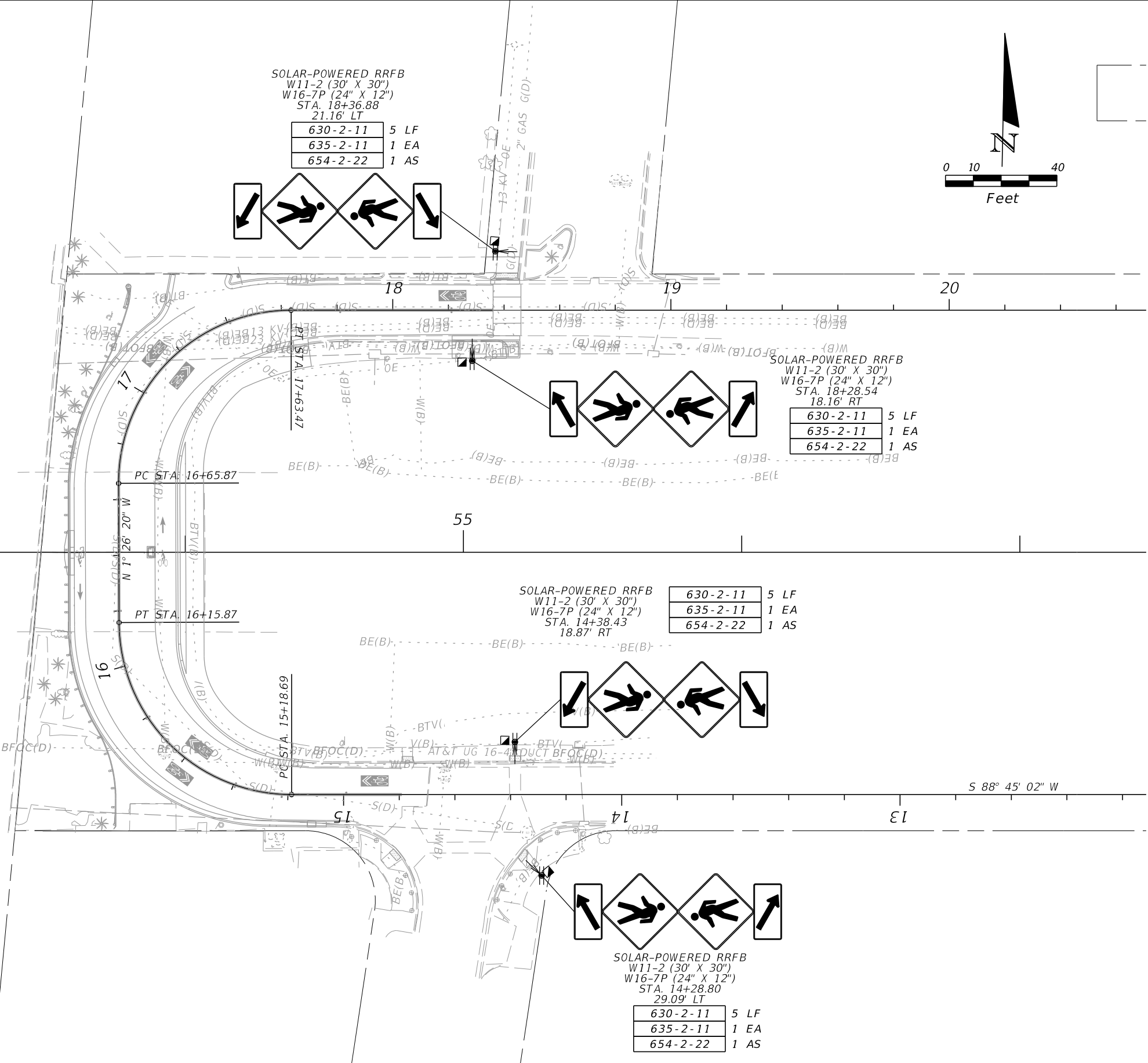
REVISIONS				PATSY FUSCHETTO, P.E. P.E. LICENSE NUMBER 70364 AECOM TECHNICAL SERVICES, INC. 3201 WEST COMMERCIAL BOULEVARD SUITE 134 FORT LAUDERDALE, FL 33309 CERTIFICATE OF AUTHORIZATION NO. 8115	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. T-4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					SR 816	BROWARD	429569-5-52-01	

SIGNALIZATION PLAN

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



POT STA. 52+00.00



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

PATSY FUSCHETTO, P.E.
 P.E. LICENSE NUMBER 70364
 AECOM TECHNICAL SERVICES, INC.
 3201 WEST COMMERCIAL BOULEVARD SUITE 134
 FORT LAUDERDALE, FL 33309
 CERTIFICATE OF AUTHORIZATION NO. 8115

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 816	BROWARD	429569-5-52-01

SIGNALIZATION PLAN

SHEET NO.
T-5

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SECTION No: 86900171
COUNTY: Broward
S.R. No: 816
FM No: 429569-5-52-01

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 11th day of March, 2022
Wendy S. Gonzalez City Clerk

RESOLUTION NO. 22-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF SOLAR-POWERED RECTANGULAR RAPID FLASHING BEACON SIGN ASSEMBLIES WITHIN THE RIGHT-OF-WAY OF STATE ROAD 816/OAKLAND PARK BOULEVARD AT THE INTERSECTION OF NORTHEAST 32ND AVENUE; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 19, 2019, the City Commission approved a Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) agreeing to maintain the improvements being installed as part of the Oakland Park Transit Corridor Project; and

WHEREAS, the local businesses in the North Galt Shops area subsequently requested that Rectangular Rapid Flashing Beacons be considered on either side of the Oakland Park Boulevard Bridge underpass to improve pedestrian safety; and

WHEREAS, FDOT has agreed to fund the installation of solar-powered Rectangular Rapid Flashing Beacons provided that the City agrees to maintain the solar-powered Rectangular Rapid Flashing Beacons; and

WHEREAS, the City and FDOT desire to execute a Maintenance Memorandum of Agreement for the installation and maintenance of solar-powered Rectangular Rapid Flashing Beacon sign assemblies within the right-of-way of State Road 816/Oakland Park Boulevard at the intersection of Northeast 32nd Avenue;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the Maintenance Memorandum of Agreement with the Florida Department of Transportation for the installation of solar-powered Rectangular Rapid Flashing Beacon sign assemblies within the right-of-way of State Road 816/Oakland Park Boulevard at the intersection of Northeast 32nd Avenue is hereby approved, and the City Manager is authorized to execute the Maintenance Memorandum of Agreement.

RESOLUTION NO. 22-53

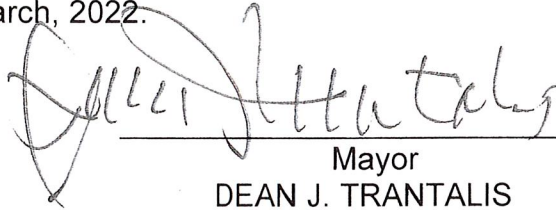
PAGE 2

SECTION 2. That all parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.

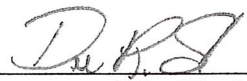
SECTION 4. That this Resolution shall be in full force and effect upon final adoption.

ADOPTED this 1st day of March, 2022.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN


Dean J. Trantalis Yea

Heather Moraitis Yea

Steven Glassman Yea

APPROVED AS TO FORM:

Robert L. McKinzie Yea



City Attorney
ALAIN E. BOILEAU

Ben Sorensen Yea