P (6) ✓ 10/13/15 (L)
Processed Original

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: ***Adopting New Wayfinding Sign Design and Approving a Construction Agreement and Community Aesthetic Agreement with the FDOT for Phase 1 Beach Wayfinding Signage***

Approved Comm. Mtg. on: _____5/20/14____ CAM #: ___14-0465 ITEM #: ____CR-3

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

---

1) **City Attorney's Office**: Approved as to Form # _6___ Originals and Delivered to City Manager on _____.

Cole Copertino _____

---

2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward _6___ originals to Mayor.

CIP FUNDED ☐ YES ☐ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

---

3) **Mayor:** Please sign as indicated and forward __6__ originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk**: Retains one ~~original~~ copy and forwards __6__ **with certified copy of Resolution** - original documents to be sent to FDOT for signature + 6 certied copies of 14-86
Elizabeth Van Zant X3796 TAM - upon full Execution - 1 original to City Clerk

☒Original Route form to __Meredith Shuster____, CAO

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

November 25, 2015

Elizabeth Van Zandt, MPA
City of Fort Lauderdale
Transportation & Mobility
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

CITY CLERK
2015 DEC -8 PM 2:31

Dear Ms. Van Zandt;

Subject: **Permit Number:** 2015-C-491-0004
State Section: 86050 **State Road:** A1A/Seabreeze Blvd.
Applicant: City of Fort Lauderdale

Permit Package #2015-C-491-0004 is APPROVED. If you have questions please contact me at the address or telephone number below. The permit expires on 11/25/2016. To request an extension contact the Operations Center at phone number 954-776-4300. If it does expire, a new permit submittal will be required.

Please contact Roger Lemieux at the District Permits Office with any questions at telephone number 954-777-4372, fax number 954-677-7893 or e-mail: roger.lemieux@dot.state.fl.us.

Sincerely,

Roger Lemieux
District Four Permits Coordinator

RL

A COPY OF THIS PERMIT AND PLAN WILL BE ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION OF THIS FACILITY

2015C-491-0004

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONSTRUCTION AGREEMENT

APPLICAN

Construction Agreement No.: 2015-C-491-0004

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 3400 W Commercial Blvd., Fort Lauderdale, FL 33309 (hereinafter referred to as the "DEPARTMENT") and the City of Fort Lauderdale 100 N Andrews Ave., Fort Lauderdale, FL 33301 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR A1A Section 86050 Subsection 100/000 from Begin MP 0.480/2.75 to End MP 0.926/2.964 Local Name Seabreeze Blvd / SR A1A located in Broward County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than One Million and 00/100 Dollars ($ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than Fifty Thousand and 00/100 Dollars ($ 50,000.00) for property damage, or a combined coverage of not less than one million fifty thousand and 00/100 Dollars ($ 1,050,000.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

5-20-14
CR-3
14-0465

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Construction Coordinator during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

31. <u>COMPLIANCE WITH LAWS</u>

The Construction Coordinator shall 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 Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name .Elizabeth Van Zandt Title Mobility Manager
Office No. 954-828-3796 Cell _____ Email EVanZandt@fortlauderdale.gov

Name Debora Griner Title Transportation Manager
Office No. 954-828-6307 Cell _____ Email DGriner@fortlauderdale.gov

Mail Address 290 NE 3rd Ave., Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)

Elizabeth Van Zandt (Print Name)

Mobility Manager (Title)

10/29/15 (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)

Morteza Aian, PE (Print Name)

District 4 Maintenance Engineer (Title)

11-5-2015 (Date)

Legal Review:

_____

PLEASE SEE ADDITIONAL SIGNATURES ON THE ATTACHED PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

ATTEST:

By: _____
John "Jack" P. Seiler, Mayor

_____
Jeffrey A. Modarelli, City Clerk

12th day of October, 2015

(SEAL)

_____
Lee R. Feldman, City Manager

Approved as to form by Office of City Attorney

By: _____
Cole J. Copertino, Assistant City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

See Previous Page.
Mazteza, Alian, PE
District 4 Maintenace
Engineer

By: _____
Director of Transportation Operations

_____ day of _____, 2015

Approval:

_____ 10/22/15
Office of the General Counsel (Date)

Construction Agreement # 2015-C-491-0004
EXHIBIT A

I. SCOPE OF SERVICES

To install Wayfinding signs along Seabreeze Blvd. and SR-A1A between E. Las Olas Blvd., and SE 5th St., within FDOT ROW.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by Creative Sign Designs and dated 09/11/2015. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION

- Construction Coordinator will coordinate all work with David Moore (BRO, PBC) @ Mobile # 954-317-8044 prior to construction. Construction Agreement is valid only for work proposed within the Department of Transportation (D.O.T.) right-of-way. Certification acceptance and final approval is contingent upon conformity of all work completed according to this permit and the restoration of the Right of Way.
- All materials and construction within the FDOT right-of-way shall conform to the latest FDOT Design Standards and latest Standard Specifications for Road and Bridge construction.
- It is the Construction Coordinator's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-Way from the Department prior to usage.
- Construction Coordinator will provide the necessary densities in accordance with the Department's latest edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.
- Construction Coordinator will restore the Right of Way as a minimum, to its original condition or better in accordance w/ Florida Department of Transportation's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
- Construction Coordinator will ensure that all locates have been performed prior to scheduling of any excavation activities. This shall include soft digs to verify vertical & horizontal alignment.
- During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- A copy of this agreement and plans must be on the job site at all times during the construction of this facility.
- Restricted hours of operation will be from 9:00am to 4:00 pm, (Monday-Friday), unless

otherwise approved by the Operations Engineer, or designee.

- Maintenance of Traffic M.O.T. for this project will comply with the Florida Department of Transportation F.D.O.T. Design Standard Index 600 series with special attention given to, 611, 612, 613, and 660 and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

- Florida Department of Transportation will not maintain the subject signs. Maintenance of the sign will be the sole responsibility of the Construction Coordinator. A new construction agreement must be submitted and approved prior to installing any replacement signs or conducting any maintenance activities within the Florida Department of Transportation right-of-way.

- Maintenance of Traffic (lane closures on the state road system occurring during peak hours (7:00-9:00 AM or 4:00-6:00 PM) and/or lasting over twenty-four hours must contact Barbara Kelleher two weeks prior to closures. You must also comply with the lane closure analysis as outlined in the Plans Preparation Manual, Volume 1, Chapter 10.12.7. All lane closures occurring on an interstate or limited access facility, regardless of time of day or duration, must comply with the lane closure analysis in the Plans Preparation Manual, Volume 1, Chapter 10.12.7. Barbara Kelleher can be reached at 954-777-4090.

Florida Department of Transportation
Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

IV. MODIFICATIONS TO BASIC AGREEMENT

The following section shall be modified as indicated below:

NON-STANDARD SIGNS: The Construction Coordinator will be the owner of the sign.

Florida Department of Transportation will not maintain the subject signs. Maintenance of the sign will be the sole responsible of the Construction Coordinator. A new construction agreement must be submitted and approved prior to installing any replacement signs or conducting any maintenance activities within the Florida Department of Transportation right-of-way.

A. If applicable: The 4th "Whereas" and Section 8 shall be modified as follows: The following items shall be considered the property of Construction Coordinator. The Department shall give the Construction Coordinator 30 days' notice to remove the above referenced item(s). If not removed within this period of time the property shall be considered abandoned and the Department shall remove the same at <u>the Construction Coordinators expense.</u>.
B. Section 12: The DEPARMENT and *The City of Fort Lauderdale* may extend the completion date, if mutually agreed to in writing.
C. Section 17: The following shall be added: Nothing in this agreement shall be interpreted as waiving the DEPARTMENTS or *The City of Fort Lauderdale* sovereign immunity protection as set forth in Section 768.28, Florida Statutes.

INSTR # 112367791
OR BK 50880 Pages 1090 - 1092
RECORDED 06/24/14 10:23:28 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2085
#5, 3 Pages

APPLICAN

2015C-491-0004

RESOLUTION NO. 14-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA ADOPTING A CONSTRUCTION AGREEMENT AND A COMMUNITY AESTHETIC AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR PHASE I BEACH WAYFINDING SIGNAGE.

WHEREAS, in 2010, a conceptual design plan was completed for Wayfinding Signage on the beach to provide unification, branding for the City, and to help navigate multiple modes of travel; and

WHEREAS, the plan focused primarily on the Central Beach area, addressing routes only to the Central Beach and during the development plan, and

WHEREAS, during the development planning stage, stakeholders, which includes, but are not limited to the Beach Redevelopment Advisory Board, the Beach Improvement District, the 17th Street Causeway Alliance, the Parks and Recreation Advisory Board, and the Downtown and Beach Business provided positive feedback, with the desire to expand the design to other parts of the City; and

WHEREAS, the redesigned wayfinding family of signs includes changing existing vehicle parking identity signs, vehicle parking directional signs, vehicle directional (destination) signs, transportation/transit signs, and beachside regulatory signs, to include adding vehicular gateway signs, pedestrian directional (destination) signs, bike parking signs and motorcycle parking signs; and

WHEREAS, the conceptual design was brought before the City of Fort Lauderdale City Commission in late 2010 with the directive to move forward with implementing Phase 1; and

WHEREAS, since that time, Florida Department of Transportation (FDOT) has adopted a new policy for displaying signage in their right-of-way that differs from the typical standards; and

City of Fort Lauderdale
100 N. Andrews Ave.
Fort Lauderdale, FL 33301

WHEREAS, the FDOT new policy requires entering into a Construction Agreement, a Community Aesthetics Agreement, and application of needed permit; and

WHEREAS, both agreements will require that the City of Fort Lauderdale pays for the designs, fabrication, construction, installation, and maintenance of the new signs; and

WHEREAS, in March of 2013, the City of Fort Lauderdale contracted with National Sign Plazas to provide value added engineering design assessment and multiple procurement documents; and

WHEREAS, in September 2013, a competitive procurement process was completed for fabrication, construction, and installation of Phase 1 signs, which ultimately was awarded to Creative Sign Designs; and

WHEREAS, after an onsite meeting with various City departments, the sign locations were finalized; and

WHEREAS, after execution of the agreements, a permit will be issued and Phase 1 signs will be fabricated and installed within 6-8 weeks, with plans from City staff to issue a design/build procurement package to fabricate, construct, and install additional signs outlined in the original conceptual design plan;

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

SECTION 1. That the City Commission hereby authorizes the proper City officials to execute a Construction Agreement and a Community Aesthetic Agreement with the Florida Department of Transportation (FDOT) for the Phase 1 Beach Wayfinding Signage Plan.

SECTION 2. That the Phase 1 Beach Wayfinding Signage Plan is adopted and incorporated herein.

SECTION 3. That if any clause, section or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed;

SECTION 5. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 20th day of May, 2014.

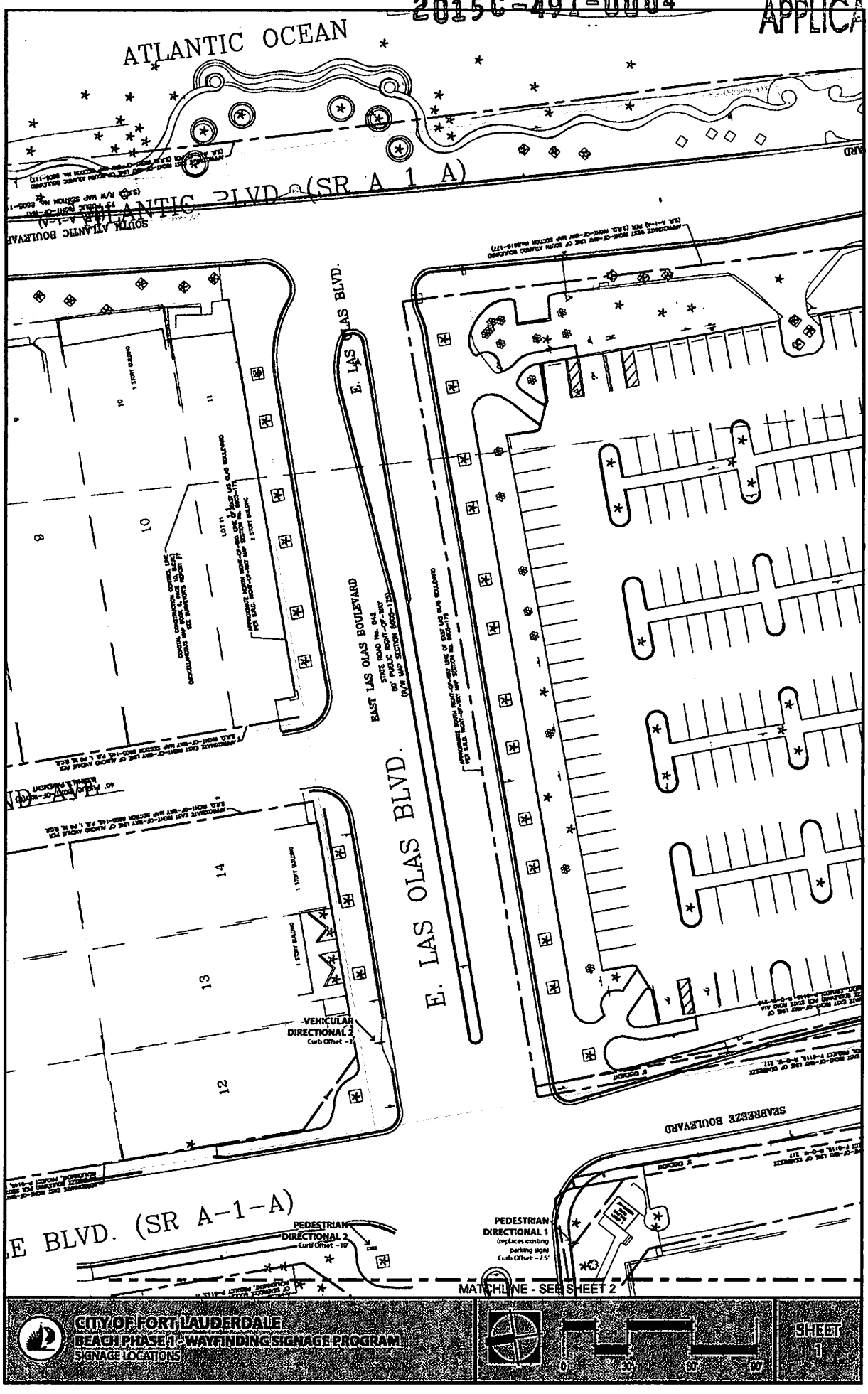
Mayor
JOHN "JACK" P. SEILER

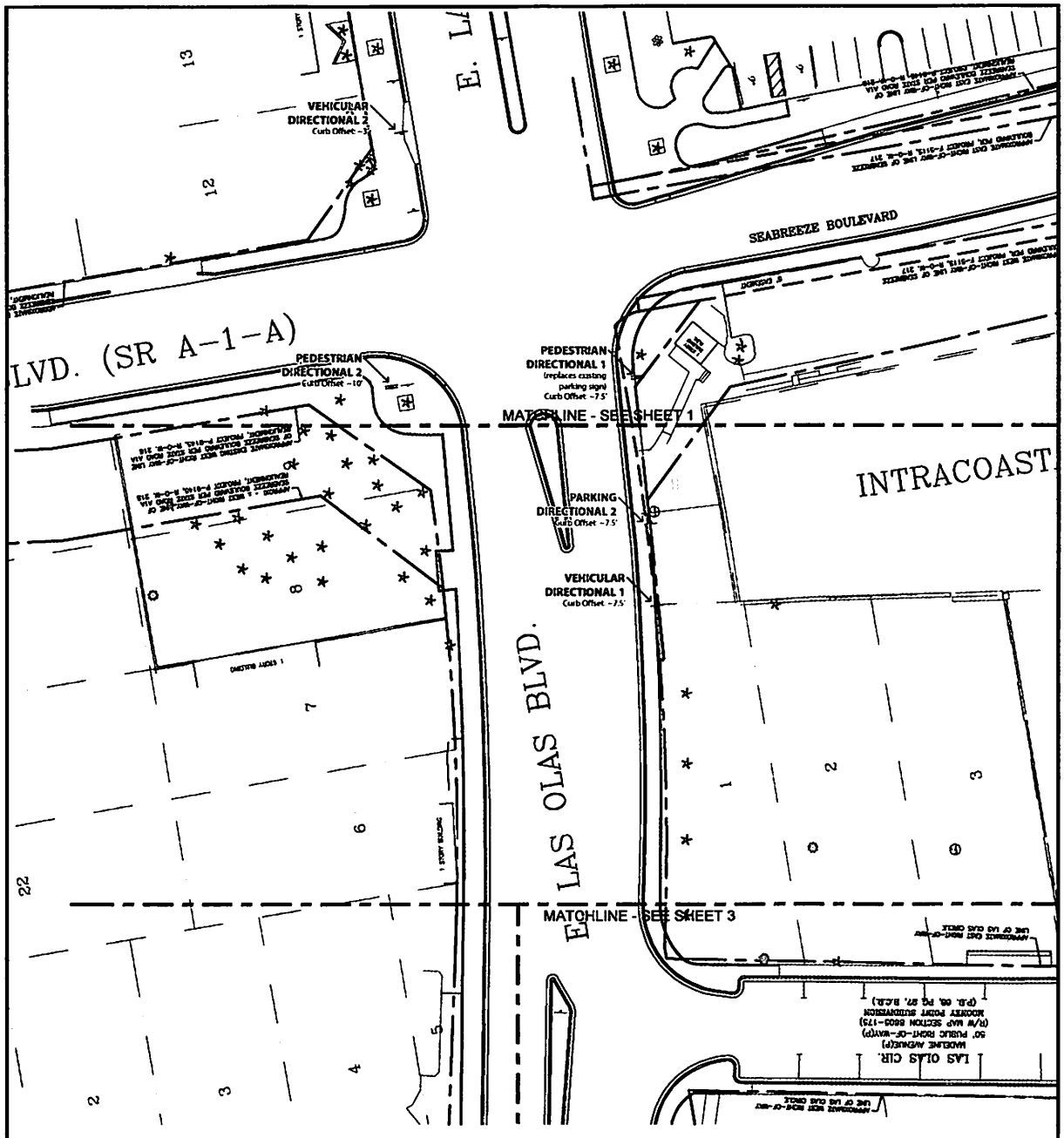
ATTEST:

City Clerk
JONDA K. JOSEPH

L:\COMM 2014\Resolutions\May 20\14-86.docx

2015C-491-0004 APPLICA



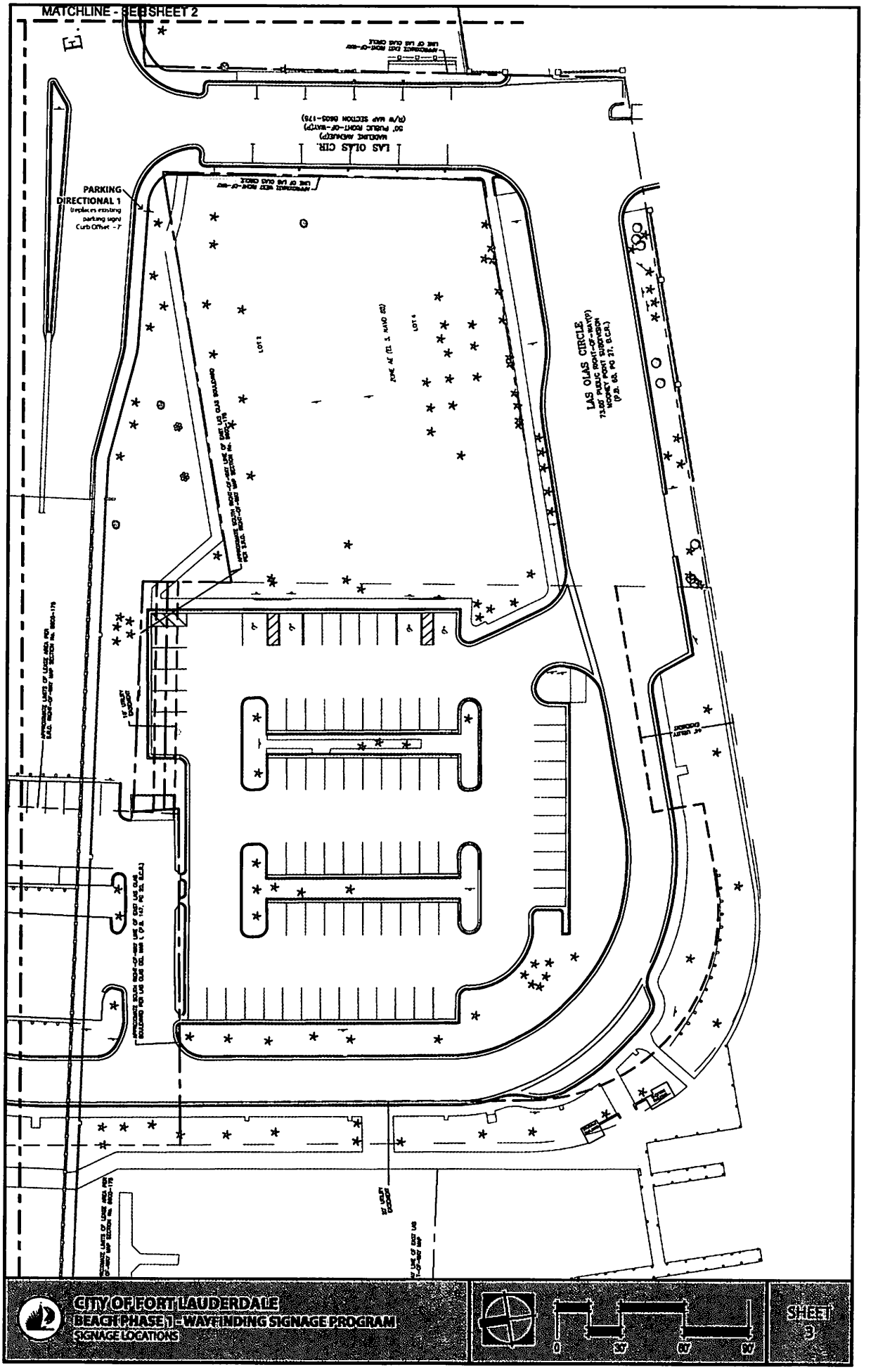


A COPY OF THIS PERMIT AND PLAN WILL BE ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION OF THIS FACILITY

CITY OF FORT LAUDERDALE
BEACH PHASE 1 - WAYFINDING SIGNAGE PROGRAM
SIGNAGE LOCATIONS

0 30' 60' 90'

SHEET 2


MATCHLINE - SEE SHEET 2
PARKING DIRECTIONAL 1
(replaces existing parking sign)
Curb Offset - 7'
LAS OLAS CIR.
LAS OLAS CIRCLE
LOT 1
LOT 4
ZONE AE (EL. 5, NAVD 88)
CITY OF FORT LAUDERDALE
BEACH PHASE 1 - WAYFINDING SIGNAGE PROGRAM
SIGNAGE LOCATIONS
0
30'
60'
90'
SHEET 3

CITY OF FORT LAUDERDALE

2015C-491-0004

LAS OLAS BLVD
FDOT ROW LOCATIONS

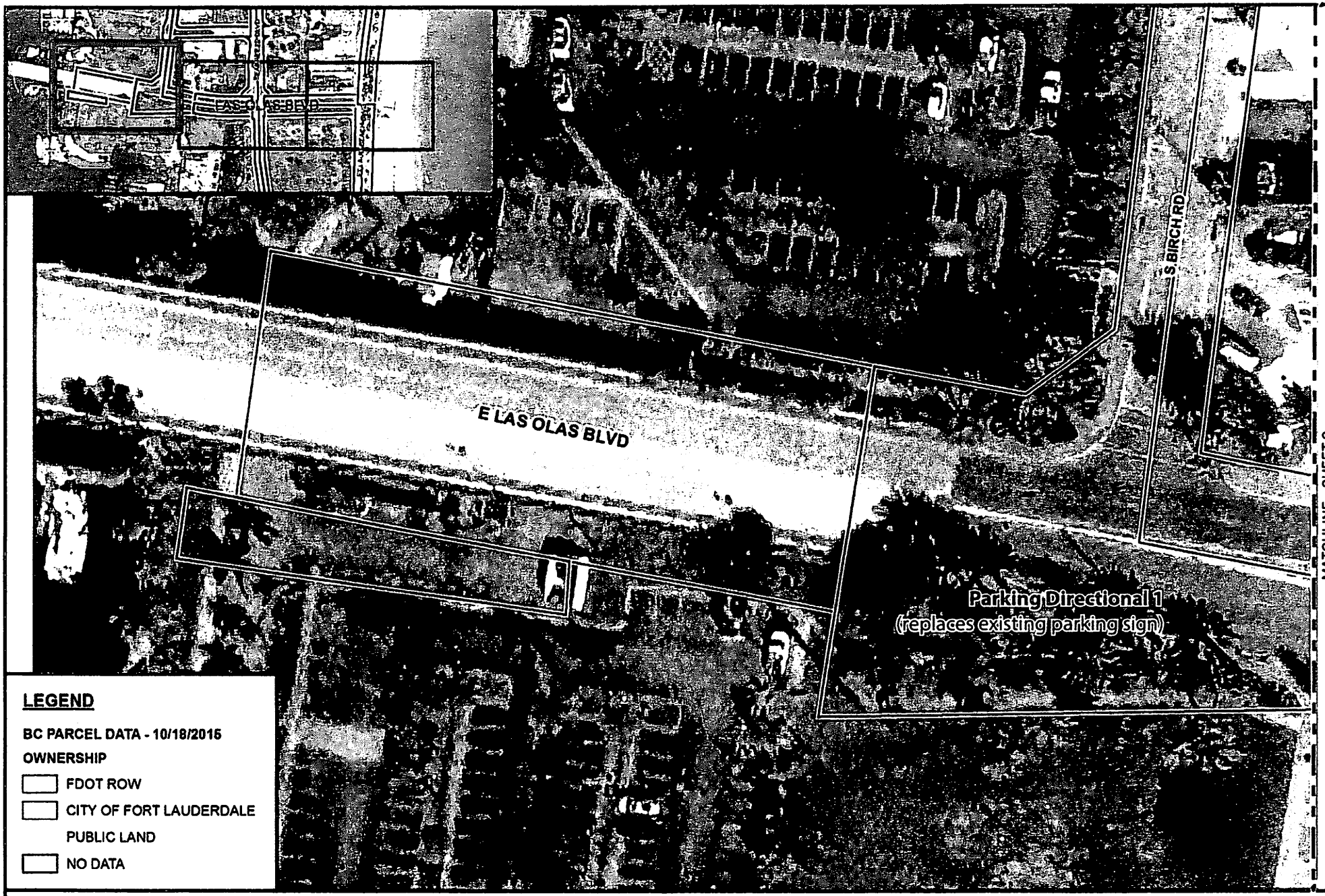
0 25 50 Feet
1 inch = 50 feet

SHEET 2 OF 2

N

11/3/2015

GIS Dept: G:\GIS\Wayfinding Signage\ArcMap\Wayfinding_LasOlas_ROW\WAYFINDING_LASOLAS_ROW_1110115 sheet 2of5.mxd – INT



CITY OF FORT LAUDERDALE

LAS OLAS BLVD
FDOT ROW LOCATIONS

0 25 50 Feet

1 inch = 50 feet

SHEET 1 OF 2

N

11/3/2015

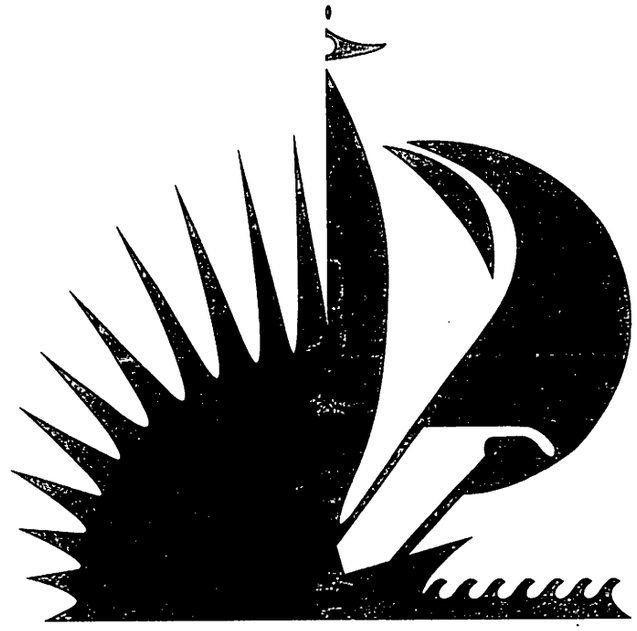
GIS Dept Z:\GIS\Wayfinding Signage\ArcMap\Wayfinding_LasOlas_ROW\WAYFINDING_LASOLAS_ROW_11110115 sheet 1of3.mxd – INT

2015C-491-0004

APPLICANT

2015C-491-0004

APPLICANT



CITY OF FT. LAUDERDALE
WAYFINDING

CREATIVE SIGN DESIGNS

12801 Commodity Place, Tampa, FL 33626
Phone: 813-818-7100
Fax: 813-749-2311
www.creativesigndesigns.com

A COPY OF THIS PERMIT AND PLAN WILL BE ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION OF THIS FACILITY

APPLICANT

2015C-491-0004

APPLICANT

2015C-491-0004

PAINT COLORS:

- PMS 661C
- PMS 298C
- MP BRUSHED ALUMINUM
- PMS 7506C
- MP WHITE

VINYL COLORS:

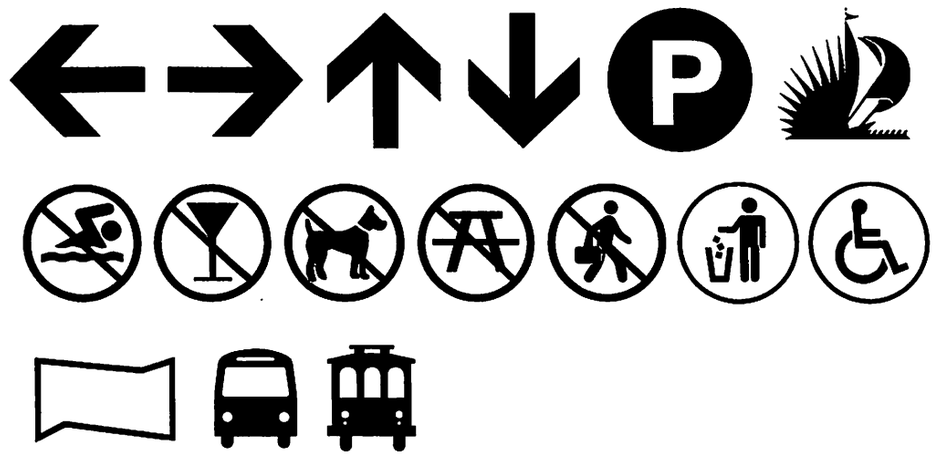
- 3M WHITE REFLECTIVE 3290

FONTS:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

FUTURA BK BT BOOK

SYMBOLS USED



CREATIVE SIGN DESIGNS

12801 Commodity Place, Tampa, FL 33626
Phone: 813-818-7100
Fax: 813-749-2311
www.creativesigndesigns.com

PROJECT:
CITY OF FT. LAUDERDALE WAYFINDING

SITE ADDRESS:
Ft. Lauderdale, FL 33301

CRM / Quote: **8554-3773**

AM: **JC**

PM / PSC **MW**

Designer: **MW**

Date: **11-16-15**

REVISION LEVEL

No.	DATE:	DESCRIPTION
01	9-18-14	COLOR REV- MW

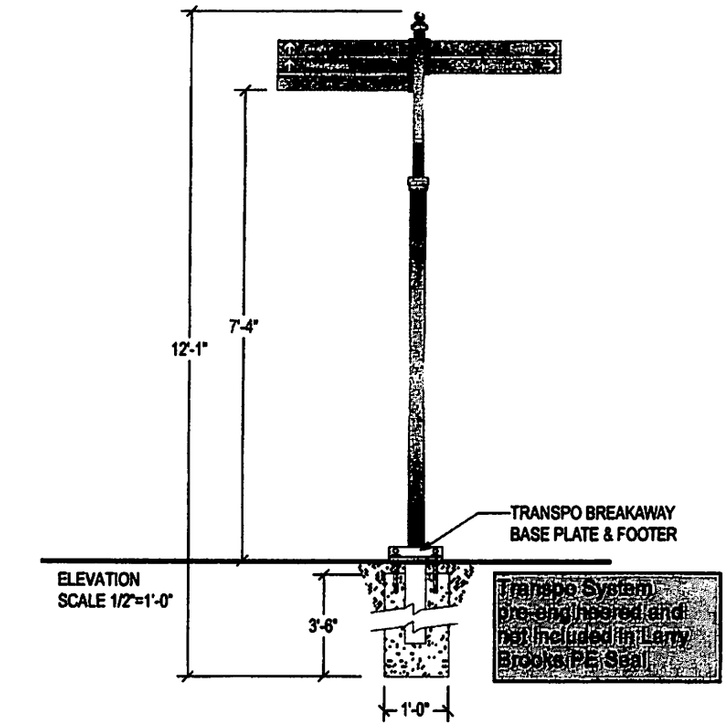
☐ Approved
☐ Approved as noted
☐ Revise and resubmit

Approved: _____

Date: _____

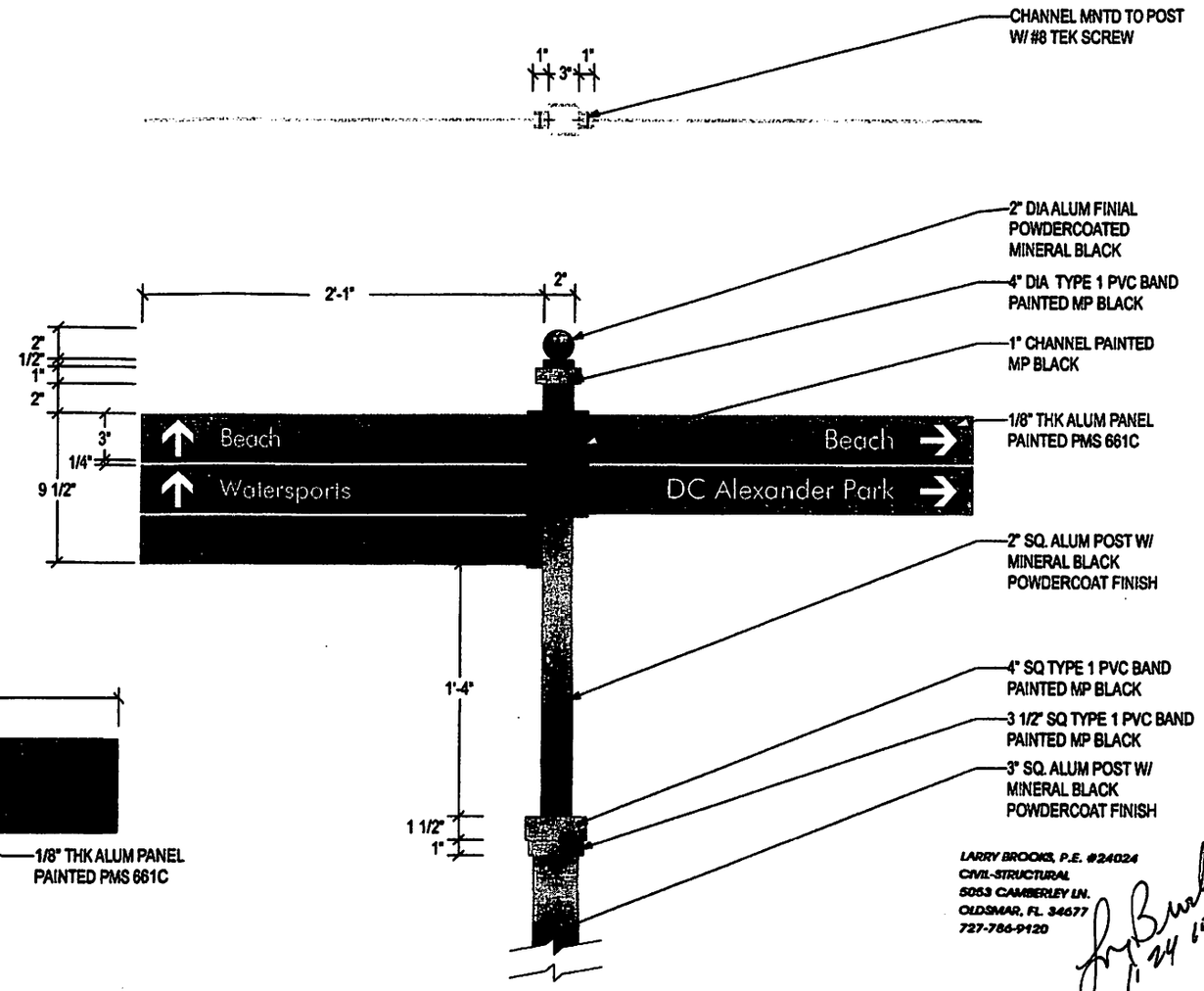
Sheet:
INFO

File name:
8554-3773 Ft Lauderdale INFO.ai



B BLADE DETAIL

SCALE: 3" = 1'-0"



A SIGN TYPE DIR- PED. DIRECTIONAL (D/F)

SCALE: 1 1/2" = 1'-0"

LARRY BROOKS, P.E. #24024
CIVIL-STRUCTURAL
5053 CAMBERLEY LN.
OLDSMAR, FL. 34677
727-786-9120

1/24/15

MP BLACK | MP WHITE | PMS 661C

12801 Commodity Place, Tampa, FL 33626
Phone 813-818-7100
Fax: 813-749-2311
www.creativesignsdesigns.com

PROJECT:
CITY OF FT. LAUDERDALE WAYFINDING

SITE ADDRESS:
Ft. Lauderdale, FL 33301

CRM / Quote: **8554-3773**

AM: **JC**

PM / PSC **MW**

Designer: **MW**

Date: **11-23-15**

REVISION LEVEL

No.	DATE:	DESCRIPTION
01	6-13-14	DESIGN REV PER CLIENT - MW
02	7-29-14	DESIGN REV PER CLIENT - MW
03	7-30-15	COPY REV - MW

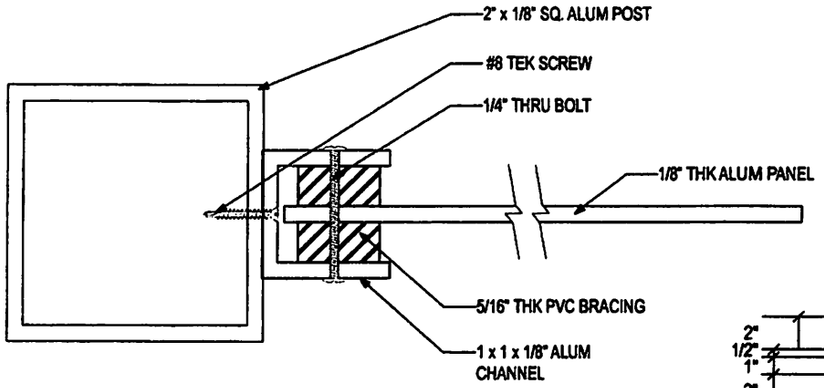
☐ Approved
☐ Approved as noted
☐ Revise and resubmit

Approved: _____

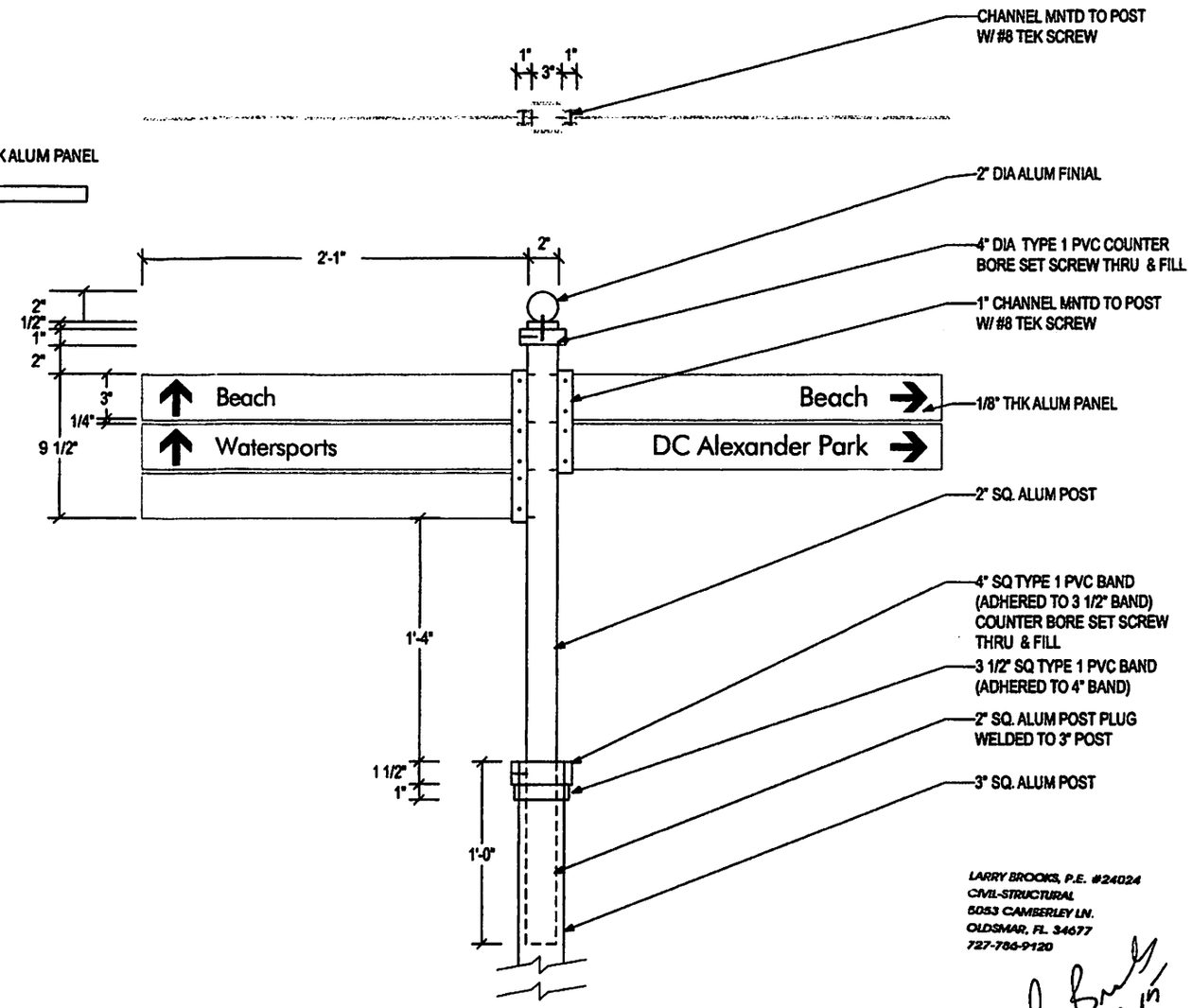
Date: _____

Sheet: **DIR**

File name: 8554-3773 Ft Lauderdale ST-DIR Ped Dir.ai



B BLADE ATTACHMENT DETAIL
FULL SCALE



A SIGN TYPE DIR- PED. DIRECTIONAL (D/F)
SCALE: 1 1/2" = 1'-0"

LARRY BROOKS, P.E. #24024
CIVIL-STRUCTURAL
5053 CAMBERLEY LN.
OLDSMAR, FL 34677
727-786-9120

11 24 15

12801 Commodity Place, Tampa, FL 33626
Phone: 813-818-7100
Fax: 813-749-2311
www.creativesignsdesigns.com

PROJECT: CITY OF FT. LAUDERDALE WAYFINDING	CRM / Quote: 8554-3773		
	AM: JC	PM / PSC MW	
SITE ADDRESS: Ft. Lauderdale, FL 33301	Designer: MW	Date: 11-23-15	

REVISION LEVEL

No.	DATE:	DESCRIPTION
01	6-13-14	DESIGN REV PER CLIENT - MW
02	7-29-14	DESIGN REV PER CLIENT - MW
03	11-16-15	COPY REV - MW

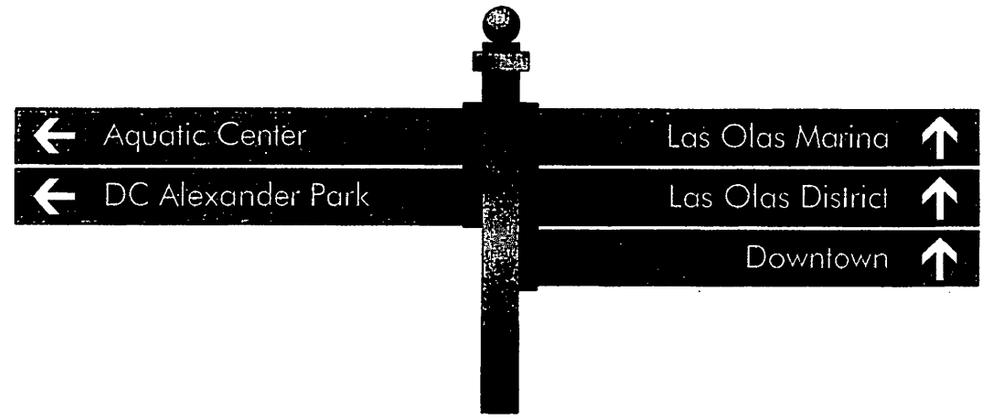
☐ Approved
☐ Approved as noted
☐ Revise and resubmit

Approved: _____
Date: _____

Sheet: **DIR**

File name: 8554-3773 Ft Lauderdale BT-DIR Ped Dir.ai

Traveling Eastbound



Traveling Westbound

Pedestrian Directional Sign 1 & 2

LARRY BROOKS, P.E. #24024
CIVIL-STRUCTURAL
5053 CAMBERLEY LN.
OLDSMAR, FL. 34677
727-786-9120

11 24 15

CREATIVE SIGN DESIGNS
12901 Commodity Place, Tampa, FL 33626
Phone: 813-818-7100
Fax: 813-749-2311
www.creativesigndesigns.com

CLIENT / ACCOUNT: CITY OF FT. LAUDERDALE WAYFINDING

SITE ADDRESS: FT. LAUDERDALE, FL 33301

CRM /Quote: 8554 / 3773

AM: JC

PM / PSC: AW

Designer: MW / JMM

Date: 11-23-15

REVISION LEVEL

No.	DATE:	DESCRIPTION
01	7-30-15	COPY REV - MW

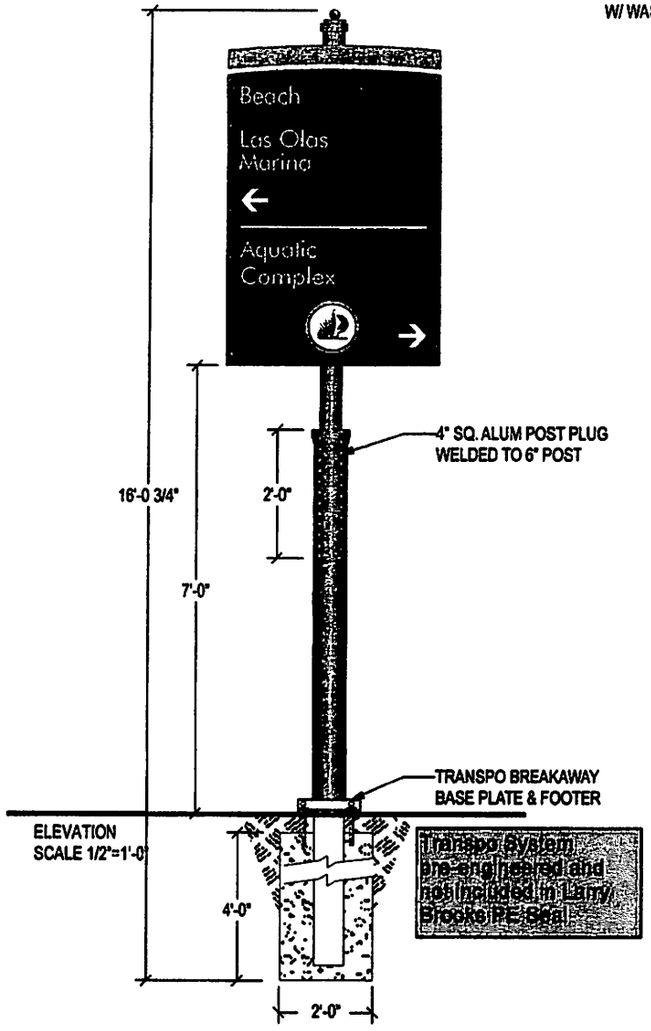
☐ Approved
☐ Approved as noted
☐ Revise and resubmit

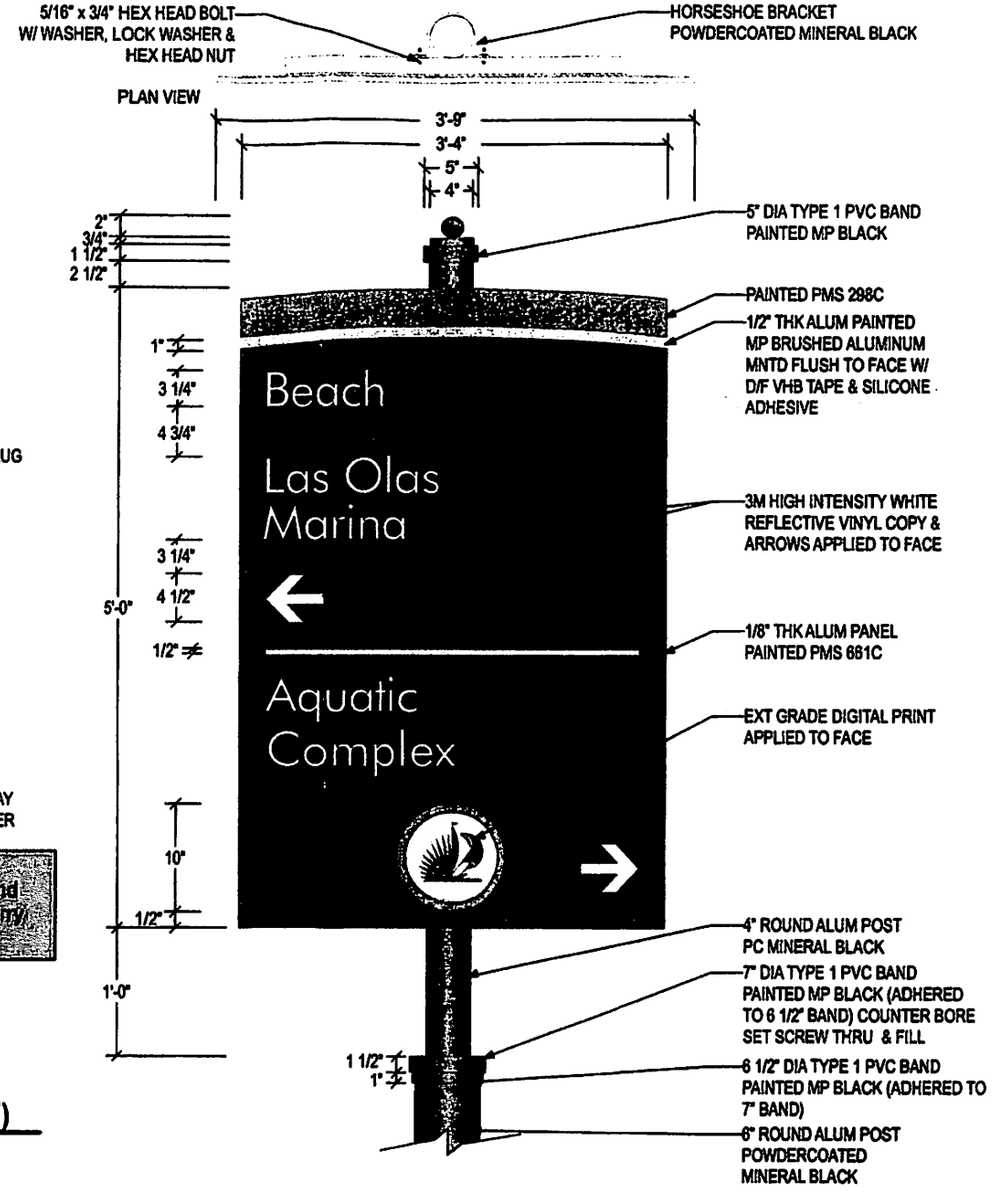
Approved: _____

Date: _____

Sheet: DIR

File name: 8554-3773 Ft. Lauderdale





LARRY BROOKS, P.E. #24024
CIVIL-STRUCTURAL
5053 CAMBERLEY LN.
OLDSMAR, FL. 34677
727-786-9120

11 24 15

A SIGN TYPE PP1- VEHICULAR DIRECTIONAL (S/F)

SCALE: 1" = 1'-0"

SIGN DESIGN
12801 Commodity Place, Tampa, FL 33626
Phone: 813-818-7100
Fax: 813-749-2311
www.creativesigndesigns.com

PROJECT: **CITY OF FT. LAUDERDALE WAYFINDING**

SITE ADDRESS: Ft. Lauderdale, FL 33301

CRM / Quote: **8554-3773**

AM: **JC** | PM / PSC: **MW**

Designer: **MW** | Date: **11-23-15**

REVISION LEVEL

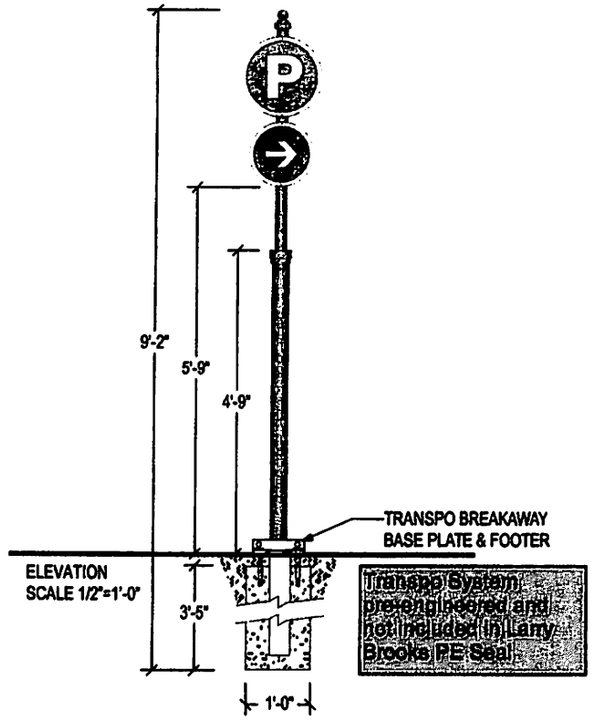
No.	DATE:	DESCRIPTION
01	6-11-14	DESIGN REV PER CLIENT- MW
02	10-30-14	REV FOR PROD- MW

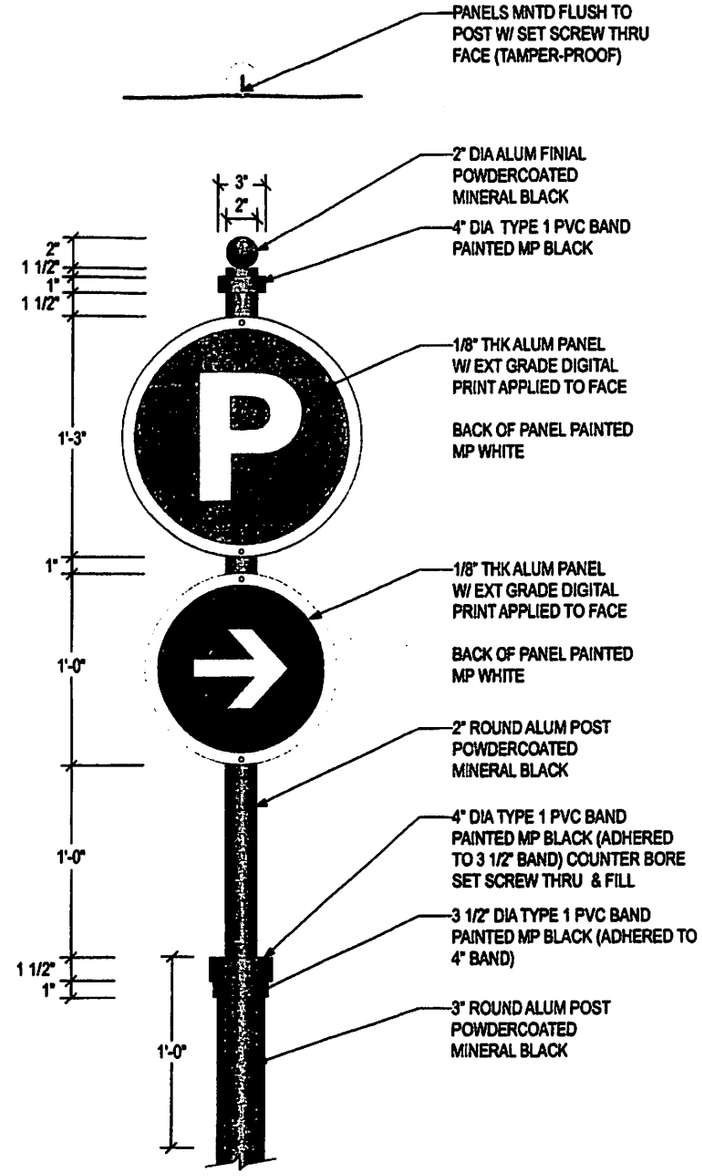
☐ Approved
☐ Approved as noted
☐ Revise and resubmit

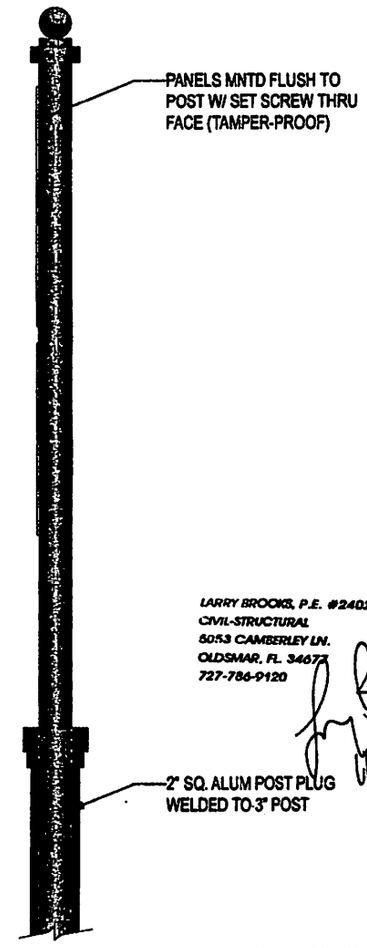
Approved: _____
Date: _____

Sheet: **PP1**

File name: 8554-3773 Ft Lauderdale ST-PP1 Veh Dir.ai







LARRY BROOKS, P.E. #24024
CIVIL-STRUCTURAL
5053 CAMBERLEY LN.
OLDSMAR, FL. 34677
727-786-9120

A SIGN TYPE PP2- PARKING DIRECTIONAL (S/F)

SCALE: 1 1/2" = 1'-0"

12801 Commodity Place, Tampa, FL 33626
Phone: 813-418-7100
Fax: 813-749-2311
www.creativesigndesigns.com

PROJECT: CITY OF FT. LAUDERDALE WAYFINDING

SITE ADDRESS: Ft. Lauderdale, FL 33301

CRM / Quote: 8554-3773

AM: JC

PM / PSC: MW

Designer: MW

Date: 11-23-13

REVISION LEVEL

No.	DATE:	DESCRIPTION
01	6-11-14	DESIGN REV PER CLIENT-MW
02	10-30-14	REV FOR PROD-MW

☐ Approved
☐ Approved as noted
☐ Revise and resubmit

Approved: _____

Date: _____

Sheet: PP2

File name: 8554-3773 Ft Lauderdale ST-PP2 Pkg Dir ai