

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: NW 15th AVE COMPLETE STREETS ROADWAY IMPROVEMENTS (FORT-122/162)

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.
- B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.
- C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.
- D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.
- E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

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** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means Municipality's Senior Project Manager.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term "Subcontractor" includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor's or Consultant's acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

3.1. <u>Project Description and Project Schedule</u>. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and

tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

- 3.2. <u>Municipal Responsibility for the Project</u>. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.
- Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the 3.3. extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. <u>Material Changes to the Project</u>. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an

amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

- 3.4.2. <u>Modifications to Construction Phase</u>. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.
- 3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.
- 3.4.4. <u>Project Schedule</u>. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty

(60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. <u>Nonmaterial Changes</u>. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

- 3.5.1. <u>Form Contracts</u>. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the "**Form Contracts**") attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.
- 3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney's Office for Municipality's contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality's contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality's contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney's Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney's Office. Municipality agrees and acknowledges that County's approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County's interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days' written notification to the Contract Administrator and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation

(or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

- 3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:
 - 3.5.3.1. Contract, Article 3 (Contract Time)
 - 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
 - 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
 - 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
 - 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (see also Section 8.1 herein)
 - 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
 - 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
 - 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
 - 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
 - 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
 - 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
 - 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
 - 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
 - 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
 - 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)
- 3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:
 - 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
 - 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
 - 3.5.4.3. Section 7.5 (Truth in Negotiation)

- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. <u>Term.</u> The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on November 11, 2025 ("Initial Term"), unless extended pursuant to Section 4.2.
- 4.2. <u>Extensions</u>. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.
- 4.3. <u>Fiscal Year</u>. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.
- 4.4. <u>Time of the Essence</u>. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

- 5.1. <u>Surtax Funding</u>. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.
- 5.2. <u>Method of Billing and Payment</u>. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

- 5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the duly authorized signer(s), on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.
- 5.4. <u>Maximum Funding</u>. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of CEI and 5%	\$2,812,805.00
contingency)	
MAXIMUM FUNDING AMOUNT:	\$2,812,805.00

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

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

- 5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.
- 5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.
- 5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

- 5.7. <u>Separate Accounting</u>. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.
- 5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.
- 5.9. <u>Final Invoice and Reconciliation</u>. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. <u>Reporting Requirements</u>. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

- 6.1.1. <u>Quarterly Report on Expenditures</u>: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;
- 6.1.2. <u>Monthly Report on Project Schedule</u>: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);
- 6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and
- 6.1.4. <u>Annual Audit Reports</u>: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.
- 6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.
- 6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

- 6.4. <u>Road Closures</u>. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.
- 6.5. <u>Branding and Marketing</u>. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.
- 6.6. <u>Data Collection and Sharing</u>. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. <u>Conflict of Interest</u>.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).
- 6.7.2. The foregoing Contracting Prohibitions:
 - 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
 - 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
 - 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. <u>Sale, Transfer, or Disposal of Surtax-Funded Property</u>. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future 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 Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality 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. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. <u>Audit Rights and Retention of Records</u>. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. <u>Performance Audit</u>. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

- 9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.
- 9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:
 - 9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

- 9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;
- 9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;
- 9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or
- 9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.
- 9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.
- 9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.
- 9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.
- 9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party 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. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

- 10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.
- 10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty five percent (35%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").
- 10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.
- 10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. <u>Public Records</u>. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION - TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

- 11.3. <u>Independent Contractor</u>. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.
- 11.4. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.
- 11.5. <u>Third-Party Beneficiaries</u>. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. <u>Notices</u>. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator

Attn: Monica Cepero

115 South Andrews Avenue, Room 409

Fort Lauderdale, Florida 33301

Email address: mcepero@broward.org

With a copy to:

Broward County Attorney's Office:

Attn: Angela J. Wallace

115 South Andrews Avenue, Room 423

Fort Lauderdale, Florida 33301

Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Greg Chavarria, City Manager 100 North Andrews Avenue Fort Lauderdale. FL 33301

Email address: gchavarria@fortlauderdale.gov

- 11.7. <u>Assignment</u>. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.
- 11.8. <u>Materiality and Waiver of Breach</u>. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall 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 the Party granting the waiver.

- 11.9. <u>Compliance with Laws</u>. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.
- 11.10. <u>Representation of Authority</u>. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.
- 11.11. <u>Severability</u>. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 11.12. <u>Joint Preparation</u>. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.
- 11.13. <u>Interpretation</u>. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include 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. Any reference to "days" means calendar days, unless otherwise expressly stated.
- 11.14. <u>Priority of Provisions</u>. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.
- 11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS

AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

- 11.16. <u>Amendments</u>. Except as otherwise provided in this Agreement, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall 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 County and Municipality.
- 11.17. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

- 11.18.1. <u>Payment of Interest</u>. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.
- 11.18.2. <u>Rate of Interest.</u> If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 11.19. <u>Incorporation by Reference</u>. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.
- 11.20. <u>Prevailing Wage Requirement</u>. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.
- 11.21. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

- 11.22. <u>Living Wage Requirement</u>. To the extent Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.
- 11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor's agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.
- 11.24. <u>Polystyrene Food Service Articles</u>. If the Project is on County property, Municipality shall include in its contract with Contractor the requirements of the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property as set forth in Section 27.173, Broward County Administrative Code.
- 11.25. <u>Survivability</u>. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).
- 11.26. <u>Approvals</u>. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Authorized Signer(s) duly authorized to execute same.

COUNTY

BROWARD COUNTY,	by and	through
its County Administr	ator	

County Administrator

ecember 2023

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

William J.

Digitally signed by William J. Bucciero

By_Bucciero

Date: 2023.12.07 15:23:32 -05'00'

William J. Bucciero

(Date)

Assistant County Attorney

Angela J. Wallace Wallace Date: 2023.12.12 12:11:35 -05'00'

Angela J. Wallace

(Date)

Transportation Surtax General Counsel



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: NW 15th AVE CONPLETE STREETS ROADWAY IMPROVEMENTS (FORT-122/162)

MUNICIPALITY

ATTEST:

David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE

pean J. Trantalis, Mayor

day of NDV , 2023

Greg Chavarria, City Manager

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

EXHIBIT A Project Description and Project Schedule

1. **Project:** As further detailed in the signed and sealed plans and specifications ("Scope of Work") attached hereto as Exhibit A-1, this Project includes the following:

Complete Streets roadway safety improvements on NW 15th Avenue from Sunrise Blvd. to Mills Pond Park including crosswalks, traffic calming improvements, ADA improvements, roadway drainage improvements, concrete sidewalks within the road right-of-way, roadway signs & pavement markings, street lighting, and landscaping, as detailed in the signed, sealed construction plans dated June 15, 2023, titled "NW 15th Avenue Streetscape Project #12470" that are hereby incorporated into this agreement by reference.

The following items are not eligible for transportation surtax funding:

- Decorative lighting and road signage, brick pavers, and similar items.
- Landscaping improvements, sidewalks, bike lanes/paths, multi-use paths, ADA improvements that are not ancillary to the road improvements and within the public right of way.
- Utility system adjustments.
- A shared conduit that includes use for any purpose other than the County's public transportation system.
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size; and improvements to address runoff from private roads and/or developments.

Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

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

2. **Deliverables:**

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

and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Construction Phase

No.	Description	Duration/Deadline	Acceptance Criteria
1	Execution of ILA between County and City	11/21/2023	ILA executed by Municipality
2	Project Construction Advertising Bid, Award, Construction Contract execution	03/20/2024	Approved Solicitation; Fully Executed Construction Agreement
3	1st Notice to Proceed (NTP)	04/05/2024	Include construction schedule, MOT and permit submittals and logs, proposed subcontractor/vendor's list and others.
4	Permitting	06/1/2024	Approved permits, MOT and Neighborhood flyer and Preconstruction meeting.
5	2nd Notice to Proceed (NTP)	07/02/2024	Include project sign, mobilization coordination, flyer distribution and others.
6	Construction Commencement	07/15/2024	Mobilization
7	30% completion	09/30/2024	Project is 30% complete, as reasonably determined by the Project Manager
8	60% completion	01/30/2025	Project is 60% complete, as reasonably determined by the Project Manager
9	Substantial Completion	03/16/2025	Includes punch list items, final inspections, and non-substantial work items
10	Final Completion	07/14/2025	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to City, and Final Payment Issued

3. **Project Schedule:**

Description	Deadline		
County and City execution of Project SpecificILA	11/07/2023		
Bid Advertisement	12/05/2023		
Bid Award and Construction ContractExecution	2/20/2024		
1st Notice to Proceed	4/05/2024		
Permitting	6/01/2024		
2nd Notice to Proceed	7/02/2024		
Substantial Completion	3/16/2025		
Final Project Completion and Closeout	7/14/2025		

EXHIBIT A-1 Scope of Work

DRAWING INDEX GEN-1 GENERAL NOTES GENERAL NOTES GEN-2 EXISTING CONDITIONS PLAN EXISTING CONDITIONS PLAN DEMOLITION PLAN DEMOLITION PLAN DEM-2 DEMOLITION PLAN DEM-5 DEMOLITION PLAN DEMOLITION PLAN DEMOLITION PLAN PAVING, GRADING AND DRAINAGE DETAILS DET-6 DETAILS PAVEMENT STRIPING PAVEMENT STRIPING STORM WATER POLLUTION PREVENTION PLAN TREE DISPOSITION NOTE: LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE DETAILS LNP-8 ELECTRICAL INDEX, SYMBOL LEGEND AND NOTES SITE ELECTRICAL PLAN SITE ELECTRICAL PLAN SITE ELECTRICAL DI ANI ES-5 SITE ELECTRICAL PLAN SITE ELECTRICAL PLAN SITE PHOTOMETRIC PLAN SITE PHOTOMETRIC PLAN

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CITY OF FORT LAUDERDALE

PROJECT #12470 NW 15TH AVENUE IMPROVEMENTS

FORT LAUDERDALE, FLORIDA

BCTED REF NO.: 200817060

CITED NOTES: 1. BROWARD COUNTY TRAFFIC ENGINEERING DIMSION'S REVIEW DOES NOT INCLUDE A REVIEW AND ACCEPTANCE OF THE PROJECT'S DESIGN OR OPERATION THESE LITEMS ARE TO BE REVIEW AND APPROVED BY THE CITY ENGINEER.

- 2. BECUMEN COUNT THEFT DESCRIPTION DESCRIPTION OF STATE AND APPROPRIES ON REPORT AND ACCEST THE TOLLOWING TIMES FOR MEMORYMENT DESCRIPTION OF AMAZINET TO PROPER RESIDES, PRINTED, SAFMAL, STAMPED, CAPINAL, OR PRACTICAL OF MEMORY MEMORISMS MAKE OF PACEE RECOVER, DESCRIPTION OF RELATED ACCESS. THE PACE AND ACCESS OF THE PA
- 3. THE CITY ELEMENT IS RESPONGING FOR THE RESIDE AND APPROVAL OF THE DESIGN AND OPERATION OF THE PRODUCT, AND FOR HE RESPUTCH AND ACCUPINACE OF THE POLICOMORS THESE WITH ALL HE MANAGERS OF THE PRODUCT AND T

This item has been digitally signed and scaled by PATICK D. ASIMARAH, P. Go on the date adjacent to the seal.

Printed copies of this document are not considered signed and scaled and the signature must be welfied on any electronic considered signed and sealed and the signature must be welfied on any electronic considered signature must be welfied on any electronic consideration of the signature must be welfied on any electronic consideration.





PROJECT #12470 NW 15TH AVENUE IMPROVEMENTS



100 North Andrews Avenue, Fort Lauderdale, Florida 3330

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS MAYOR
HEATHER MORAITIS COMMISSIONER - DISTRICT I
STEPHEN GLASSMAN COMMISSIONER - DISTRICT II
ROBERT I M-KINZIE COMMISSIONER - DISTRICT III

ROBERT L. McKINZIE COMMISSIONER - DISTRICT III
BEN SORENSEN COMMISSIONER - DISTRICT IV

PROJECT MANAGER JOB TITLE PHONE NO.

ANDRE EUGENT, SENIOR TRANSPORTATION MANGER MSCM TRANSPORTATION & MOBILITY

954-828-3798

DATE: 10/12/2021
CAD FILE: 12470-COVR
DRAWING FILE No.:

PERMIT SET

CAMP2\$-09128 Exhibit 1 Page 30 of 90

FURNISH AND INSTALL PULL/SPLICE BOX

FURNISH AND INSTALL GROUNDING ELECTRODE

FURNISH AND INSTALL ELECTRICAL CONDUCTOR SERVICE

REPLACE EXISTING FPL LIGHT & ARM WITH NEW LED AMERICAL ELECTRIC

FURNISH AND INSTALL COMPLETE LIGHT-20' CONCRETE TENON MOUNT POLE ,

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EA

635-2-30

715-7-11

715-1-13

715-7-12

715-11-211

	GENERAL COND	ITIONS			ROADWAY AND SITE	IMPROVEME	ENTS
ITEM ID	ITEM DESCRIPTION	QUANTITY	QUANTITY UNIT	ITEM ID	ITEM DESCRIPTION	QUANTITY	QUANTITY UNIT
101-1	PERFORMANCE AND PAYMENT GUARANTEE	1	LS	285-708	FURNISH AND INSTALL COMPACTED	1210	SY
101-1	AND INSURANCE MOBILIZATION		LS	210-1-1	LIMEROCK BASE REWORK LIMEROCK BASE	2420	SY
102-1	MAINTENANCE OF TRAFFIC	i	LS		FURNISH AND INSTALL 2 - 1 INCH		
101-1	SURVEYING, STAKE-OUT, AND AS-BUILT	1	LS	334-1-13	LIFTS ASPHALTIC CONCRETE	3630	SY
	DRAWINGS			520-1-10	FURNISH AND INSTALL TYPE F CURB AND GUTTER	1790	LF
				520-3	FURNISH AND INSTALL DROP CURB	325	LF
				522-1	FURNISH AND INSTALL CONCRETE SIDEWALK	8190	SY
	DEMOLITION			522-2	FURNISH AND INSTALL CONCRETE DRIVEWAY	890	SY
ITEM ID	ITEM DESCRIPTION	QUANTITY	QUANTITY UNIT	711-11-101	FURNISH AND INSTALL 6" SOLID WHITE	895	1F
110-1-1	REMOVE AND DISPOSE OF EXISTING ASPHALT	5860	SY		THERMOPLASTIC FURNISH AND INSTALL 6" DOUBLE		IF.
110-4-10	REMOVE AND DISPOSE OF EXISTING CONCRETE CURB	1165	LF	711-11-201	YELLOW THERMOPLASTIC FURNISH AND INSTALL 12" SOLID WHITE	750	LF.
110-4-10	REMOVE AND DIPOSE OF EXISTING CONCRETE SIDEWALK	3020	SY	711-11-103	THERMOPLASTIC	2300	L.
110-4-101	REMOVE AND DISPOSE OF EXISTING CONCRETE PAVERS	35	SY	711-11-105	FURNISH AND INSTALL 24" SOLID WHITE THERMOPLASTIC	280	LF
110-3	REMOVE AND DISPOSE OF EXISTING STORM	6	EA	711-11-160	FURNISH AND INSTALL PREFORMED THERMOPLASTIC SYMBOL	51	EA
	STRUCTURE REMOVE AND DISPOSE OF EXISTING STORM	•		700-1-40	FURNISH AND INSTALL SINGLE POST & SIGN	81	EA
121-70	PIPE	85	LF.	527-2	FURNISH AND INSTALL DETECTABLE	70	SY
700-1-51	REMOVE AND RELOCATE USPS MAILBOX	1	EA	1060-21-11	WARNING PAD ADJUST MANHOLE/VALVE/PULLBOX LID	1	Al .
700-1-68	REMOVE AND DISPOSE OF METAL POSTS	3	EA	515-1-2	FURNISH AND INSTALL HANDRAIL	28	LF
110-1-1	REMOVE AND DISPOSE OF HANDRAIL	1	EA				
110-1-1	CLEARING AND GRUBBING	5	AC AC				
		-				4 DIN 10	
					LANDSC		
	STORM D	DAINIAGE		ITEM ID	ITEM DESCRIPTION	ITEM QUANTITY	QUANTITY UNIT
	0.0			580-9-2	REMOVE AND DISPOSE OF DICOT TREE SPECIES (HARDWOOD TREES)	16	EA
ITEM ID 430-175-115	ITEM DESCRIPTION FURNISH AND INSTALL 15-INCH HDPE PIPE	QUANTITY 135	QUANTITY UNIT LF	580-9-1	REMOVE AND DISPOSE OF MONOCOT TREE SPECIES (PALM TREES)	7	EA
				580-9-3	ROOT PRUNING OF EXISTING TREES &	360	1F
430-175-124	FURNISH AND INSTALL 24-INCH HDPE PIPE	7	LF.		PALMS TREE PROTECTION FENCING FOR		
425-1-201	FURNISH AND INSTALL STORM CATCH BASIN	13	EA	550-10-0	EXISTING TREES RELOCATE EXISTING MONOCOT SPECIES	1000	ĿF
425-2-41	FURNISH AND INSTALL STORM MANHOLE	1	EA	580-2-1	(PALM TREE)	3	EA
443-70-6	FURNISH AND INSTALL EXFILTRATION TRENCH	15	LF	580-2-2	RELOCATE EXISTING DICOT SPECIES (HARDWOOD TREE)	0	EA
425-15-56	FURNISH AND CONCRETE APRON AROUND	4	EA	550-10-1	FURNISH AND INSTALL ROOT BARRIER	2120	EA
	EX. INLET						
	MODIFY EXISTING DRAINAGE STRUCTURE			570-1-1	FURNISH AND ISNTALL SOD	65915	SF
425-11	MODIFY EXISTING DRAINAGE STRUCTURE TOP/INVERT	1	EA	570-1-1 580-1-1	FURNISH AND ISNTALL SOD FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS'/SILVER		SF EA
425-11	MODIFY EXISTING DRAINAGE STRUCTURE TOP/INVERT			580-1-1	FURNISH AND ISNTALL SOD FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS'/SILVER BUTTONWOOD = 10' HT, 2" DBH FURNISH AND INSTALL MYRCIANTHES	65915 13	EA
425-11	MODIFY EXISTING DRAINAGE STRUCTURE TOP/INVERT				FURNISH AND ISNTALL SOD FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS'/SILVER BUTTONWOOD = 10' HT, 2" DBH	65915	
	MODIFY EXISTING DRAINAGE STRUCTURE TOP/INVERT	1	EA	580-1-1	FURNISH AND INSTALL SOD FURNISH AND INSTALL CONOCARPUS ERCCUS "SEMECUS "SILVER BUTTONNOOD = 10" HT, 2" DBH FURNISH AND INSTALL MORCOMTHES FRAGRANS/SIMPSONS STOPPER = 10" HT, 2" DBH FURNISH AND INSTALL DUERCUS VIRGINIMAN/LUE OAK = 14" HT, 7"	65915 13	EA
,	TOP/INVERT	1	EA	580-1-1 580-1-2	FURNISH AND ISTALL SOO FURNEH AND INSTALL CONCEAPEUS EBECTUS: SERGICUS!/SILVER BUTONNOOD = 10' Hr., 2' DBH FURNISH AND INSTALL WATCUMTHES FRAGRANS/SIMPSONS STOPPER - 10' Hr., 2' DBH FURNISH AND INSTALL QUEECUS VARGINIANA/LIVE OAK - 14' HT, 7' STRGINIANA/LIVE OAK - 14' HT, 7'	65915 13 19	EA EA
	TOP/INVERT STORMWATER POLL IEM DESCRIPTION FURNISH, INSTALL AND REMOVE	UTION PR	EVENTION	580-1-1 580-1-2	FURNISH AND ISTALL SOOD FURNISH AND INSTALL COUNCAPPUS ESCITUS SERVICES SUBJUER BUTONOMOD = 10 'HI, 72' DBH FURNISH AND INSTALL MYRICANTHES FRAGRANS/SMPGONS STOPPER = 10' HI, 2' DBH FURNISH AND INSTALL GUERCUS VIRGINIANA/JUE OMC = 14' HT, 7' FURNISH AND INSTALL SENDA SUPATINESS/GLOSSY SHOWER STOPPER	65915 13 19	EA EA
ITEM ID	TOP/INVERT STORMWATER POLL! ITEM DESCRIPTION PURSH, NETFAL, MO REMOVE. TEMPONARY SLIT FENCE. FUNNEN, NETFAL, AND REMOVE.	UTION PR	EVENTION QUANTITY UNIT	580-1-1 580-1-2 580-1-3 580-1-4	FURNISH AND ISTALL SOO FUNNISH AND INSTALL CONOCARPUS ERECTUS "SERICEUS/SILVER BUTONNOOD = 10" HT, 2" DBH FUNNISH AND INSTALL MYECUATHIES FURNISH AND INSTALL MYECUATHIES FURNISH AND INSTALL QUERCUS VIRGINIBAN/LIP GOK — 14" HT, 7" SPRIO, 4" DBH FUNNISH AND INSTALL SONA SURATIFICISIS — 10" HT, 2" DBH FUNNISH AND INSTALL SONA SURATIFICISIS — 10" HT, 2" DBH FUNNISH AND INSTALL SONAIDIP FUNNISH AND INSTALL SONAIDIP FUNNISH AND INSTALL SONAIDIP	65915 13 19 18	EA EA EA
ITEM ID 104-18	TOP/INVERT STORMWATER POLL ITEM DESCRIPTION FUNNSH, INSTALL, AND REMOVE TEMPORARY SLIT FENCE	UTION PR QUANTITY 1600	EVENTION OUANTITY UNIT LF	580-1-1 580-1-2 580-1-3	FURNISH AND ISTALL SOO FURNISH AND INSTALL CONCORAPUS ERECTUS "SERICEUS"/SILVER BUTONNOOD = 10" HT, 2" DBH FURNISH AND INSTALL WIFCUATHIES FRAGRANS/SIMPOIONS STOPPER — 10" FURNISH AND INSTALL QUERCUS VIGINIANA/LIVE GOM — 14" HT, 7" SPRIO, 4" DBH FURNISH AND INSTALL SERIAN SURATIENSIS /GLOSSY SHOWER STOPPER FURNISH AND INSTALL SERIAN SURATIENSIS /GLOSSY SHOWER STOPPER FURNISH AND INSTALL SERIAN BURGHISHAND INSTALL SERIAN SURATIENSIS /GLOSSY SHOWER STOPPER FURNISH AND INSTALL SERIAN BURGHISHAND AND STOPPER FURNISH FURNISH STOPPER FURNISH	65915 13 19 18	EA EA
ITEM ID 104-18	TOP/INVERT STORMWATER POLL! ITEM DESCRIPTION PURSH, NETFAL, MO REMOVE. TEMPONARY SLIT FENCE. FUNNEN, NETFAL, AND REMOVE.	UTION PR QUANTITY 1600	EVENTION OUANTITY UNIT LF	580-1-1 580-1-2 580-1-3 580-1-4	FURNISH AND ISTALL SOO FURNISH AND INSTALL CONCCARPUS ERECTUS "SERICEUS"/SHUKE BUTOTIMODO = 10" HT, 2" DBH FURNISH AND INSTALL WRECUNTHES FRAGRANS/SHORNEOUS STOPPER — 10" FURNISH HT, 2" DBH HT, 2" DBH HT, 2" DBH FURNISH AND INSTALL SENIA SYGGIMAA/JUE GOK — 14" HT, 7" SPRD, 4" DBH FURNISH AND INSTALL SENIA SURATIENSIS/GLOSSY SHOWER STOPPER FURNISH AND INSTALL ADDINIGH MERRILLIAM BO RISTALL ADDINIGH MERRILLIAM CONTROLLIAM BO RISTALLIAM B	65915 13 19 18	EA EA EA
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ITEM ID 104–18 104–12	TOP/INVERT STORMWATER POLL ITEM DESCRIPTION FURNISH, INSTALL, AND REMOVE TEMPORARY SLIT FRUCE FURNISH, INSTALL, AND REMOVE TEMPORARY FILTER FABRIC LIGHT	UTION PR OUANTIY 1600 87	EVENTION QUANTITY UNIT LF EA	580-1-1 580-1-2 580-1-3 580-1-4 580-1-5	FURNISH AND ISTALL SOO FURNISH AND INSTALL CONOCARPUS ERECTUS "SERICEUS /SILVER BUTONNOOD = 10' HT, 2" DBH FURNISH AND INSTALL MYRCUATHIES FURNISH AND INSTALL MYRCUATHIES FURNISH AND INSTALL QUERCUS VIRGINIBAL/JUE GOM = 14' HT, 7' SPRIO, 4" DBH FURNISH AND INSTALL GOUERCUS VIRGINIBAL/JUE GOM = 14' HT, 7' SPRIO, 4" DBH FURNISH AND INSTALL ADONIDIA MERILLI/ADONIDIA PALM = 8" GW, PAYMEMBAN BO INSTALL ADONIDIA MERILLI/ADONIDIA PALM = 8" GW, PAYMEMBAN GONOCOMIT PALMS) (PEMOVAL OF COCONUT PALMS) (PEMOVAL OF SPECIMEN TREES)	65915 13 19 18 15 8	EA EA EA EA EA
ITEM ID 104-18 104-12	TOP/INVERT STORMWATER POLL ITEM DESCRIPTION FURNISH, INSTALL, AND REMOVE TEMPORARY SLIT FENCE FURNISH, INSTALL, AND REMOVE TEMPORARY FILTER FARRIC LIGHT ITEM DESCRIPTION	UTION PR OUANTITY 1600 87 TING OUANTITY	EVENTION QUANTITY UNIT LF EA QUANTITY UNIT	580-1-1 580-1-2 580-1-3 580-1-4 580-1-5 099-1-1	FURNISH AND ISTALL SOO FURNISH AND INSTALL CONCCARPUS ERECTUS SERICEUS/SULVER BUTOTNOVOOD = 10' Hr. 2' DBH FURNISH AND INSTALL JAVRICUATHIES FRAGRANS/SIMPSONS STOPPER — 10' FURNISH HR. 2' DBH HR. 2' DBH HR. 2' DBH FURNISH AND INSTALL SENION SURGINIANA/JUE OM — 14' Hr. 7' SPRD, 4' DBH FURNISH AND INSTALL SENION SURATIENISS/GLOSSY SHOWER STOPPER HR. 2' DBH FURNISH AND INSTALL ADOMINA MERRILLIAN BO HR. 4' B' KENDEL TRUNK PAYMENT INTO TREE TRUST FUND (REMOVAL OF COCONAIT PAIMS) PAYMENT INTO TREE TRUST FUND (REMOVAL OF COCONAIT PAIMS) PAYMENT INTO TREE TRUST FUND (REMOVAL OF COCONAIT PAIMS) PAYMENT INTO TREE TRUST FUND (REMOVAL OF COCONAIT PAIMS) PAYMENT INTO TREE TRUST FUND (REMOVAL OF COCONAIT PAIMS)	65915 13 19 18 15 8	EA EA EA EA EA
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CMA DOES NOT GUARANTEE THE ABOVE LIST IS INCLUSIVE OF ALL ITEMS REQUIRED TO SUCCESSFULLY COMPLETE THE WORK PROPOSED IN THE FOLLOWING PLANS PER THE INCLUDED DETAILS AND NOTES. THE SELECTED CONTRACTOR SHALL BE RESPONSIBLE FOR ACCURATELY MEASURING ACTUAL QUANTITIES INSTALLED.

PERMIT SET

PROJECT # 12470 NW 15TH AVENUE STREETSCAPE

DRAWING #

SHT # ITM-1 02 TOTAL: CAD FILE: 12470-ITEM DRAWING FILE NO. 4-XXX-XX

CITY OF FORT LAUDERDALE TRANSPORTATION & MOB. DEPT. ENGINEERING & ARCHITECTURE

- SPECIFICATIONS:

 CITY OF FORT LAUDERDALE PUBLIC WORKS

 BROWAND COUNTY PUBLIC WORKS

 FLORIDA DEPARTMENT OF TRANSPORTATION

 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
- NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITHOUT FIRST OBTAINING PERMISSION AND A CONSTRUCTION METER FROM THE CITY OF FORT LAUDERDALE.
- THE CONTRACTOR WILL BE RESOURCED FOR LOCATING, MOVING ANS RELOCATING OF REPLACION CALL WITH SERVICES OF SERVE LYDERA'S WHITE HAND FOR WATER SERVICE AND WISEMANTS SERVICE DESIRED FOR THE APPROXIMATION OF WATER SERVICE AND WISEMANTS SERVICE DESIRED FOR THE APPROXIMATION OF WATER SERVICE AND WISEMANTS SERVICE DESIRED FOR THE APPROXIMATION OF WATER HOUSE IN ADVANCE OF ANY WORK ON THEIR SERVICES, THIS WORK SHALL BE
- THE CONTRACTOR MUST USE EXTREME CARE TO AVOID DAMAGE OR DISRUPTION TO ANY DOSTING UTILITIES, MILITIMES SHOWN ON THE PLANS OR NOT, ALL PLAN THE PLANS OR THE STATE OR COLO. OF FLORIDA AT 1-800-452-4770 AND ALL OHNER REARICIPATING UTILITIES 2 PLUL BUSINESS DAYS PRIOR TO CONSTRUCTION FOR PEID MARKING LOCATIONS OF EXISTING UTILITIES AND FACILITIES.
- THE CONTRACTOR MUST INFORM THE CITY AT LEAST 48-HOURS IN ADVANCE OF CONSTRUCTION, IN WRITING IF ANY CONFLICT IS DISCOVERED DURING POT HOLE OPERATIONS FOR CLARIFICATION BY THE CITY.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UTILITIES DEPARTMENT OF THE OITY OF FORT LAUDERDALE AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE TO CONDINATE ANY ACTIVITY TO BE PERFORMED BY THE CITY'S UTILITIES DEPARTMENT.
- CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE EXISTING RIGHTS-OF-WAY, UNLESS OTHERWISE NOTED ON THE PLANS.
- IN GENERAL, EXISTING STRUCTURES AND UTILITIES ARE NOTED AS EXISTING AND/OR SHOWN IN THIN LINES. NEW CONSTRUCTION IS IN HEAVY LINES AND/OR UNDERLINED.
- ALL WORK WITHIN STATE DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH FDOT SPECIFICATIONS AND PERMIT REQUIREMENTS.
- ALL WORK WITHIN BROWARD COUNTY RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH THE BROWARD COUNTY MINIMUM STANDARDS AND/OR REQUIREMENTS.

- STATIONS SHOWN ON THE DRAWINGS ARE BASED ON THE ESTABLISHED BASELINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.
- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY AT ALL TIMES, UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNITL ACCEPTANCE OF WORK, FOR THE PROTECTION OF SUPERIOR OF THE CONTRACTOR SHALL BE RESPONSBLE FOR TRANS SUCH MEASURES SERVICE. INCLUDENCE AND THE CONTRACTOR TO THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE THOSE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE THOSE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS TO THE WORK SITE OF THE PERSONS HAWARD ACCESS THE PROPERTY HAVE THE PERSONS HAWARD ACCESS THE PROPERTY HAVE THE PERSONS HAWARD ACCESS THE PROPERTY HAVE THE PERSONS HAVE T
- CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITY CASTINGS INCLUDING VALVE BOXES, MANHOLES, HADA HOLES, PULL BOXES, INLETS AND SMILLAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERTLYD WITH ASPHALL OR CONCRETE SHARED-USE PART IN SUCH A WAY THAT MAINTAINS THE ADA ACCESSIBILITY COMPULANCE OF THE PATH.
- EXISTING TRAFFIC SIONS SHALL BE RESET UPON COMPLETION PER FDOT STANDARDS.
 COST SHALL BE CONSIDERED INCIDENTAL CONTRACTOR SHALL REPAIR OR REPLACE
 DAMAGED TRAFFIC SIONAL LOOPS PER BROWARD COUNTY TRAFFIC ENGINEERING
 SPECIFICATIONS; COST SHALL BE INCIDENTAL.
- CONTRACTOR SHALL RESTORE EXISTING PAYEMENT AND PAYEMENT MARKINGS/SIGNAGE TO ORIGINAL, PRE-CONSTRUCTION CONDITION OR AS OTHERWINES EPECIFIED IN CONTRACT DOCUMENTS. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
- ALL CONSTRUCTION WITHIN FDOT R/W MUST CONFORM WITH FDOT SPECIFICATIONS, STANDARDS, AND PERMIT REQUIREMENTS. NO WORK SHALL COMMENCE WITHIN FDOT RYW WITHOUT AN FDOT PERMIT FULL LANE WORTH RESTORATION TO MATCH EMSTRING PAVEMENT SECTION IS REQUIRED IN ACCORDANCE WITH FDOT STANDARDS FOR PROPOSED WORK WITHIN FDOT TO IT A/W.
- CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND ELEVATIONS BEFORE STARTING CONSTRUCTION.
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988.
- UNLESS SPECIFICALLY STATED OTHERWISE, ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
- ALL INSTALLED TRAFFIC SIGNS SHALL FOLLOW THE BROWARD COUNTY PUBLIC WORKS DEPARTMENT, TRAFFIC ENGINEERING DIVISION "GROUND SIGN ASSEMBLY DETAIL".

- SOLS DATA FOR THE PROJECT AREA.

 AG-BULLY INFORMATION WAS NOT ANALASEE AT THE TIME OF DEVELOPMENT OF CONSTRUCTION DOCUMENTS. THE LOCATION AND ELEVATION OF THE UTILITIES ARE EXCEPTION TO THE UTILITIES ARE EXCEPTION OF THE UTILITIES ARE EXCEPTIONED BY THE CONTRICTION OF THE UTILITIES ARE EXCEPTIONED BY THE UTILITIES ARE THE UTILITIES ARE EXCEPTIONED BY THE UTILITIES ARE T

GENERAL DEMOLITION SPECIFICATIONS:

- THE LOCATIONS, LIEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES SHOWN ON THIS FURN HAVE BEDS CETEMBLED FROM THE STRESS INFORMATION AVAILABLE AND THE STRESS AND STRESS AN
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWNGS AND DESCRIBED HERSIN.
- THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOUSHED.

- ALL EXISTING STRUCTURES, PAVEMENTS, SLABS, FOUNDATIONS, STEPS AND OTHE ON—SITE EXISTING FEATURES INDICATED ON THE DRAWNORS TO BE REMOVED SHA DEMOLISHED AND REMOVED BY THE CONTRACTOR (AS APPLICABLE TO PROJECT).
- B. ALL DISTING DESIRES, PRING NO UNITIES SHOWN ARE NOT TO BE RIFERENT AT THE DESIRES, DESIRES, PRING NO UNITIES SHOWN ARE NOT TO BE RIFERENT AT THE DESIRES, DESIRES, DAY DESIRES, THAT MAY DOUBL ON THE STE. ADMINISTRATION OF THE DESIRES, DESIRES,
- D. THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO REMOVAL OR RELOCATION OF ANY ELECTRICAL, TELEPHONE, CABLE AND/OR OS LINES, SUFFICIENT TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
- CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER/ENGINEER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINANT IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION PROCESS.
- CONTINUOUS ACCESS AND OPERATION SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AND BUILDINGS AT ALL TIMES DURING DEMOLITION OF THE EXISTING MEDIAN AND AFFECTED AREAS IN THE RIGHT-OF-WAY.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
- ALL SIGNS OUTSIDE THE DEMOLITION AREA ARE TO REMAIN UNLESS OTHERWISE SPECIFIED.
- 14. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION
- 15. ALL TRASH, DEBRIS AND OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

PRE-DEMOLITION RESPONSIBILITIES

- PRIOR TO DEMOLITION, THE CONTRACTOR SHALL ARRANGE A PRE-DEMOLITION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ROINIEER AND THE CONTRACTOR.
- PRIOR TO DEMOLITION, THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A DEMOLITION SCHEDULE DEPICTING EACH PHASE OF THE WORK.
- PRIOR TO BEGINNING DEMOLITION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF DEMOLITION.
- EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES NOT SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UNITIES FOR WHICH IT FAILS TO REQUEST LOCATIONS FROM THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE AS KELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
- THE CONTROL OF PRESENTING AND STORM SOURCES SHOWN OF THE FALMS FOR SETTING THE CONTROL OF THE FALMS FOR THE CONTROL OF SECTION SHOW OF THE CONTROL OF THE CO
- SLAISHINE STATE ONE CALL OF FLORIDA, INC. REQUIRES THE CONTRACTOR TO CALL
 THO (2) THILL RUSNIESS DAYS (BUT NOT MORE THAN THY) PROOF TO BREAKING
 GROUND TO TON OUT WHERE BURED FACILITIES (ELECTRICAL, GAS, TELEPHONE,
 CABLE, WATER) ARE LOCATED.

- ALL DEMOUTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FODT) AND THE MANUAL, OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
- 3. BUILDING MATERIALS SHALL BE TESTED FOR ASBESTOS.
- IF PETROLEUM PRODUCTS ARE FOUND WHILE DEMOLISHING, PETROLEUM WASTE SHOULD BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

PAVEMENT DEMOLITION

- MERCE DISSION PURSENT CHIEF AND CHIE
- 3. CONTRACTOR MAY LIMIT SAW—CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THIS PLAN; HOWEVER, IF ANY DAMAGE IS INCURREDLO ANY OF THE SURROUNDING PAVEMENT, SIDEMAIL, BUILDINS, UTILITIES, ETC., THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR TO EQUAL OR BETTER GUALITY.

DEMOLITION PERMITTING

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITS FOR DEMOLITION FROM RESPONSIBLE REGULATORY AGENCIES WHILE FULLY ACKNOWLEDGING AND COMPLYING WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
- 2. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE CENTER OF DEMOLITON, RECYCLING OR REUSE REQUIRED IN GROBET TO PERFORM THE CONTRACT WORK FOR THE PROLICCT. THE CONTRACTOR SHALL CONDUCT STEE VISTE AND SHALL AND CONTRACTOR SHALL BE CONTRACTOR SHALL BE REQUESTED TO THE EMPOWER PRIOR TO BE SUBMITTED.

- 3. PRIOR TO DEMOLITION ACTIVITIES ALL TREES TO REMAIN/BE RELOCATED SHALL HAVE A TREE PROTECTION BARRIER INSTALLED AND MAINTAINED AT EACH TREE'S DRIPLINE A TREE PROTECTION BARRIER INSTALLED AND MAINTANÉD AT EACH TREE'S DIPPLIC (IPP2) IN ACCORANCE WITH CITY CODE AND SECTIONALISS. BARRIERS SMALL BE FURLICATION. TITLE PROTECTION BARRIERS (DSD.—UMAR PRIVADO I REVISION DATA 4/0/2018. NO CONSTRUCTION BARRIERS (DSD.—UMAR PRIVADO I REVISION DATA 4/0/2018. NO CONSTRUCTION BARRIERS (DSD.—UMAR PRIVADO I REVISION DATA STATE/PRIBAR PORTSTER AUTHORIZATION.

DEMOLITION EROSION AND SEDIMENT CONTROL NOTES:

- THE SCHEDULNG, SEQUENCING AND CONTROL MEASURES, WHICH ARE CUILINED HERDM, ARE SUBJECT TO THE FINAL DEFANTION BY THE CONTRACTOR WHO WILL BE SELECTED TO PERFORM THE WORK AND WILL BE RESPONSIBLE FOR IMPLEMENTATION AND COMPUNED.
- PROR TO DEMOLITION, THE CONTRACTOR SHALL BE REQUEDE TO SUBMIT A DEMOLITION SCHEDULE DEPICTING EACH PHASE OF THE WORK. THE CONTRACTOR SHALL ALSO BE REQUIRED TO SIGNED AND SEDMENT CONTRACTOR SHALL ALSO BE REQUIRED TO SIGNED AND SEDMENT CONTRACT PLAN DECOMPLISMS OF THE PRINCIPALS AND THE RECOVERMENTS DESCRIPTION FOR THE PRINCIPAL SHALL ASSOCIATED HIGH AND A DIMENTIONAL OF THE PRINCIPAL SHALL ASSOCIATED HIGH SHALL ASSOCIATED AND AND AND ASSOCIATED HIGH SHALL ASSOCIATED AND ASSOCIATED AND ASSOCIATED HIGH SHALL ASSOCIATED AND ASSOCIATED ASSOCIATED AND ASSOCIATED ASSOCIATED
- DURING DEMOLITION, THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO ENSURE AGAINST POLLUTHING, SILTATION OR DISTURBANCE TO SUCH AN EXTENT AS TO CAUSE AN INCREASE IN TURBINITY TO THE EMSITING DRAINAGE SYSTEMS AND ADJACENT WATER BODIES AND METLANDS, IN COMPULANCE WITH ALL PERMIT RECURREMENTS RELATED TO SUCH MEASURES.
- EROSION AND SEDIMENT CONTROL INSTALLATIONS SHALL BE MAINTAINED THROUGHOUT THE DEMOLITION PERIOD AND UNTIL NEW VEGETATIVE GROWTH OR FINAL STABILIZATION HAS BEED ESTABLISHED.
- THROUGHOUT THE DEMOLITION PERIOD, THE CONTRACTOR SHALL INSPECT DAILY THE PROTECTIVE INSTALLATIONS FOR FAILURE OR SIGNS OF FAILURE OR MALFUNCTION AND EFFECT REPAIRS OR REPLACEMENT IMMEDIATELY UPON DISCOVERY.
- INLETS AND CATCH BASINS, EXISTING ON—SITE AND OFF—SITE, SHALL BE PROTECTED FROM SEDIMENT IN STORM RUNOFF.
- THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES DUE TO DEMOLITION.
- DEWATERING ACTIVITIES WILL NOT RESULT IN ANY DISCHARGE OF TURBID WATER FROM THE PROJECT SITE WITHOUT PROPER EROSION AND SEDIMENT CONTROL AND APPROVAL FROM ENGINEER.
- 10. PHASING OF EROSION CONTROL DEMOLITION SHALL BE RECOMMENDED AS FOLLOWS:
- TURBIDITY BARRIERS, ETC.) AROUND ON-SITE FEATURES TO BE RETAINED, AT POINTS OF OFF-SITE DISCHARGE AND AROUND WORK AREAS TO BE EXCAVATED OR FILLED. 10.2. REROUTE RUNOFF FROM AREAS OUTSIDE OF THE DEMOLITION AREA TO MINIMIZE FLOW THROUGH AREAS TO BE DISTURBED BY DEMOLITION, BETWIS, SWALES AND OTHER MEAN USED FOR SOUCH CONVEYANCE SHALL BE VECTATED AND MEASURES TRAIN TO PROVIDE PROTECTION UNTIL STABILIZATION OCCURS (AS APPULGREE TO THE PROJECT).
- 10.3. SELECT LOCATIONS FOR PLACEMENT OF EXCAVATED MATERIAL, WHERE SUTTABLE FOR FILL OF UNSUFFINE METERAL, NAC CONSTRUCT CONTAINABNT BERNS BERN RECOGNITION. TO STRUCT TEMPORARY OUTLITS FOR CONTAINABNT AREAS WITH SCREENS, HAY SALES, SETTLING BASINS OR OTHER MEASURES TO PREVENT SLT TRANSPORT.
- 10.4. SELECT / DESIGNATE ACCESS ROUTING FOR DEMOLITION EQUIPMENT AND VEHICLES AND PROVIDE PERIMETER PROTECTIVE MEASURES WHERE EXISTING TERRAIN WILL BE SUBJECT TO DISRUPTION BY SUCH TRAFFIC
- 10.6. SPOIL MOUNDS SHALL NOT BE LEFT FOR MORE THAN ONE WEEK PRIOR TO REPLACEMENT UNLESS PROTECTIVE CONTAINMENT MEASURES IN THE WORK AREA ARE APPLIED.
- GRASSING, SODDING, ETC. SHALL BE IN PLACE IMMEDIATELY UPON COMPLETION OF REGRADING, SWALE SLOPES AND THE CONSTRUCTED OR DISTURBED AREAS.
- 11. THE CONTRACTOR IS REQUIRED TO ADHERE TO THE REQUIREMENT OF THE NATIONAL POLLUTION DISCHARCE ELIMINATION SYSTEM (MPDES), THE CONTRACTOR SHALL THE NEED REPORT AND TO MINISTER PROPERLY TO PRIZE STORMANTER FACULTIES. A NOTICE OF INTENT (NO!) SHALL BE FILED PRIOR TO BEGINNING CONSTRUCTION ACTURIES.
- CONTRACTOR WILL BRACE ALL EXISTING LANDSCAPING TO REMAIN PRIOR TO BECOMING ANY WORK AND WILL DESIGN THEM STABILIZATION. THROUGHOUT THEM TO MANY AND THE STABILIZATION THROUGHOUT THEM TO MANY AFFECTED BY PROPOSED GRACING WILL BE RESTRICTED TO ITS GREINAL STATE. UPON COMPLETION OF CONSTRUCTION. SODDED SLOPES STEEPER THAN 4 HORIZONTAL TO 1 VERTICAL WILL BE PEGGED.
- 14. ALL WASTE GREATED FROM THE CONSTRUCTION SHALL BE DISCARGED IN ACCORDANCE WITH ALL PAPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS ACCORDANCE WITH ALL PAPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS STATE, LOCAL AND FEDERAL REGULATIONS PROOF DEGISNANC GOORSTRUCTION, REGULATIONS CAN BE FOUND, BIT TO STATED TO, BROWNED COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (SEE DROS) AND FURBOR DEPARTMENT

- 18. COLUMNO SECURIOR PROCED IN THE CREATES SULL, RESISTED ALL PRINTS

 18. COLUMNO SECURIOR SECURIOR SECURIOR PRINTS THE SECURIOR SECURIOR PRINTS THE SECURIOR SECURIO
- 19. THE MOMENTUM REPORT WILL INCLUDE, BUT IS NOT IMPLIED TO THE FOLICIONS.

 DATE OF RESPECTION, RAINFALL DATE, MAJOR DESERVATIONS RELATING TO THE
 SHEPPE, ACTIONS FRAMEN BY CONTROL OR SHAP AND AND THE OFFICE OF THE OFFICE OF THE OFFICE OF THE OFFICE OFFICE OFFICE OFFI
 NONCOMPLANCE, THE REPORT SHALL CONTROL A CERTIFICATION THAT THE FACILITY IS
 IN COMPLANCE, THE WITH THE SHEPPE AND THE FEBRIT.
- 20. THE STREATTE SHALL RETAIN A COPY OF THE SHOPP AND ALL REPORTS, SECONDS AND DOCUMENTATION RECORDED THE PERMIT AT THE CONTRIBUTION STREAM IN THE PERMIT AT THE CONTRIBUTION STREAM IN THE MOTHER OF INTEXT, FROM APPROPRIATE ALTERNATIVE LOCATION AS SECONDE IN THE MOTHER OF INTEXT, FROM PERMITES SHALL RETAIN COPIES OF SHAPPE AND ALL REPORTS RECORDED THE SPENIAL PROPRIES AND PROPRIES

CONTRACTOR SHALL COORDINATE THROUGH CONSTRUCTION DIVISION AND CITY OF FORT LAUDERDALE PARKS DEPARTMENT ON HOW TO STOCK AND RE-USE EXCAVATED SOIL FROM SITE (AS APPLICABLE TO THE PROJECT).

TEMPORARY DEMOLITION FACILITIES

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO ITS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING DEMOLITION.
- MAINTENANCE OF TRAFFIC (MOT) IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MUTCD AND FDOT.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

WASTE MANAGEMENT PLAN (AS APPLICABLE)

- TRAIN WORKERS, SUBCONTRACTORS AND SUPPLIERS ON PROPER WASTE MANAGEMENT PROCEDURES, AS APPROPRIATE FOR THE WORK OCCURING AT THE PROJECT SITE.

RECYCLING DEMOLITION WASTE (AS APPLICABLE)

- SEPARATE RECYCLABLE WASTE FROM OTHER WASTE MATERIALS, TRASH AND DEBRIS. SEPARATE RECYCLABLE WASTE BY TYPE AT THE PROJECT SITE TO THE MAXIMUM EXTENT PRACTICAL.
- PROVIDE APPROPRIATELY MARKED CONTAINERS OR BINS FOR CONTROLLING RECYCLABLE WASTE UNTIL THEY ARE REMOVED FROM THE PROJECT SITE. INCLUDE A LIST OF ACCEPTABLE AND UNACCEPTABLE MATERIALS AT EACH CONTAINER AND BIN.
- STOCKPILE PROCESSED MATERIALS ON-SITE WITHOUT INTERMIXING WITH OTHER MATERIALS. PLACE, GRADE AND SHAPE STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WINDBLOWN DUST.
- STOCKPILE MATERIALS AWAY FROM DEMOLITION AREA. DO NOT STORE WITHIN DRIP LINE OF REMAINING TREES. 5. STORE COMPONENTS OFF THE GROUND AND PROTECT FROM THE WEATHER.
- REMOVE RECYCLABLE WASTE OFF THE OWNER'S PROPERTY AND TRANSPORT TO RECYCLING RECEIVER OR PROCESSOR.
- ASPHALTIC CONCRETE PAYING: BREAK UP AND TRANSPORT PAYING TO ASPHALT RECYCLING FACILITY.
- CONCRETE: REMOVE REINFORCEMENT AND OTHER METALS FROM CONCRETE AND SORT WITH OTHER METALS.
- MASONRY: MASONRY WISTE SHALL INCLIDE WHOLE OR BROKEN BRICK AND CONCRETE MASONRY UNITS. WHOLE MASONRY UNITS SHALL BE CLEANED AND REPORTED FOR DOWNATED, BROKEN MASONRY SHALL BE CRUSHED AND USED AS FULL FOR OFFSITE AREAS, ERDIVE METAL REPORCEMENT, ANCHORS AND TIES FROM MASONRY AND SOAT WITH OTHER METALS.
- METALS: METALS FROM REINFORCED CONCRETE, REINFORCED MASONRY, STRUCTURAL STEEL MEMBERS, FLASHING AND SHEET METAL, CONDUIT PIPE, SIDING, PIPING AND WRING SHALL BE SEPARATED BY TYPE.
- STRUCTURAL STEEL: STACK MEMBERS ACCORDING TO THEIR SIZE, TYPE AND LENGTH.
- 10.2. REMOVE BOLTS, NUTS, WASHERS AND OTHER ROUGH HARDWARE

SITE-CLEARING WASTE SHALL BE RECYCLED BY CHIPPING BRUSH, BRANCHES AND TREES, THEN HAUL TO NEAREST WOOD RECYCLING CENTER.

- DISPOSAL OF WASTE GENERAL: EXCEPT FOR ITEMS OR MATERIALS TO BE SALVAGED, RECYCLED OR OTHERWISE REUSED, REMOVE WASTE MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM IN A LAMDFILL OR OTHER PERMITTED DISPOSAL FACILITY.
- EXCEPT AS OTHERWISE SPECIFIED, DO NOT ALLOW WASTE MATERIALS THAT ARE TO BE DISPOSED OF TO ACCUMULATE ON—SITE. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
- DISPOSAL: TRANSPORT WASTE MATERIALS OFF THE OWNER'S PROPERTY AND LEGALLY DISPOSE OF THEM.

- 2.4. FINNES SERVICE ELEVATION OF UTILITY CROSSING.

 3. TIONING PRIMARY OF EACH MANNER FINNE AND CORPS (PANT AS WILL AS ALL STROME CONTINUED AND CORPS (PANT AS WILL AS ALL SWATER ELEVATION OF EACH LASS CONTINUED AND CONTINUED A
- CONTRACTOR SHALL PROVIDE DETAILED, AS-BUILTS OF ALL ADA ACCESSBLE ROUSES, SHARED-LISE PATHS, NEW ASPHALT, AND NEW TOP OF CARE SO, A REVIEW OF AUGUSTAL ALL ACCESSBLE RAMPS DEPICTING GRADE AT TOP OF RAMP, AND AT PAVEMENT AND SCOPE.

- 5. LIMEROX ROPECT LIMEROX FOR PROPER BORNING AND COMPACTION, ROOK AS—BUILTS MUST BE SIMENTED TO PROMERE FOR APPROVAL OF THE FLANT OR ROOK AS—BUILTS MUST BE SIMENTED TO PROMERE FOR APPROVAL OF THE FLANT OR ROOK AS—BUILTS & ALON FROM PROPORED INHIBITION DAME ELEVATION, ROOK DESITES AS—BUILTS & ALON FROM PROPORED INHIBITION DAME ELEVATION, ROOK DESITES & RESIDENCE TO ROUTHOUT OF PROPORED AS A SECTION OF THE PROPERTY OF THE PROP

- 20.5. THE RECORD DRAWINGS SHALL BE LABELED 'RECORD DRAWINGS' WITH DATE SURMITTED.

- EUSTING

 BENCHMARK

 ANCHOR

 BOLLARD

 CATCH BASIN

 CONCRETE POST

 FIRE HYDRANT

 MAILBOX

 SIGN

 WATER METER

 VALUE

 WOOD POLE
- PALM TREE
 SHADE TREE
 BOULDER
 SANITARY MAN SHADE TREE
- SANITARY MANHOLE SPOT ELEVATION

SPOI ELEVATION OVERHEAD WIRES OVERHE

PROPOSED
INLET
SILTER FABRIC INLET PROTECTION

#/+/+/+/- ITEM TO BE REMOVED
EXFILTRATION TRENCH
ASPHALT PAVEMENT

AREA TO BE DEMOLISHED

PROP. LIGHT POLE (REFER TO LIGHTING PLANS) ABBREVIATIONS

UNABLE TO OBTAIN DATA UNKNOWN VALVE

BCTED REF NO.: 200817060

Sunshine

business days before digging to have utilities located and marked.

= WEST = WATER VALVE

- B.C.H.C.E.J. = BROWARD COUNTY HIGHWAY CONSTRUCTION
 BOTT. = SOUTHON HIGHWAY CONSTRUCTION
 AND ENGINEERING DEPARTMENT
 BOTTOM ON PIPE
 CLLF. = CHAIN LINK FENCE
 CUP = CORRUCATED METAL PIPE
 CONC. = EASTET = EASTER
- EAST
 ELEVATION
 FIRE HYDRANT
 GAS MAIN
 HIGH-DENSITY POLYETHYLENE
 INVERT
 NORTH
 OVERHEAD WIRES
- OVERHEAD WIRES

 PILO VALVE

 RIM ELEVATION

 RIGHT-OF-WAY LINE

 RENDORCED CONCRETE PIPE

 SANITARY SEWER PIPE

 SANITARY SEWER MANHOLE

 STORM INELHOLE

 STORM OUTFALL

 STORM OUTFALL

 TOP OF PIPE

 TOP OF PIPE

 TOP OF PIPE

 TOWN ALL AS-BUILT INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR, AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.
- 2. UITLITY CROSSING SEPARATION INFORMATION FOR THAT PROMDED ON THE PLAN VERTICAL CONTINUES OF CROSSING PROPERTY.
 2. IOP ELEVATION OF BOTTOM PROPERTY.
 2. IOP ELEVATION OF TOP PIPE.
 2. BOTTOM ELEVATION OF TOP PIPE.
 2. FINSH SUPPRIOR ELEVATION OVER UITLITY CROSSING.

LAUDERDALE
ION & MOB. DEPT.
A ARCHITECTURE

CITY OF FORT LAU TRANSPORTATION & ENGINEERING & ARC

ICK D. KAIMRA No: 78535 10/23/2023

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CAND 2520128 Exhibit 1 Page 32 of 90

- CONSTRUCTION SAFETY
 ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND
 REGIZATIONS OF THIS COCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (SSHA) AND THE
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCO) SHALL BE STRCTLY OBSERVED.
- HEADS ARTY ACT.

 THORN SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA. THORN SHALL BE SOLELY RESPONSIBLE FOR FOR FEET (27) ARE FROMERO, THE WESTER SHALL BE SOLELY FOR FEET (27) ARE FROMERO, THE STATE OF T
- THE PRINCE OF CONSTRUCTION OF THE PROJECT.

 2) WRITTEN ASSEMBLES BY THE CONSTRUCTION PERFORMED THE TRENCH EXCUSION

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PRECONSTRUCTION RESPONSIBILITIES

- UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM THE CITY, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONTRENCE TO INCLUDE THE OWNER, THE ENGINEER OF RECORD, AND ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
- THE CONTRACTOR SHALL OBTAIN A "SUNSHINE ONE CALL" CERTIFICATION NUMBER AND NOTIFY THE UTILITIES DEPARTMENT AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
- EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES OF SHOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH IT FALLS TO REQUEST LOCATIONS FROW THE UTILITY OWNER, THE CONTRACTOR IS RESPONSIBLE AS WILL FOR DAMAGE TO ANY DISSTING UTILITIES WHICH ARE PROPERLY LOCATED.
- IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONFRACTOR SHALL IMMEDIATELY NOTIFY THE EXDREDER.

- - C. LIMBROOK BASE
 D. ASPHALTIC CONCRETE/PAYING
 E. SUBSTANTIAL COMPLETION
 F. FINAL COMPLETION
- CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS WITH APPLICABLE REGULATORY AGENCIES AND OWNER AS NECESSARY. THE ENGINEER OF RECORD WILL PROVIDE PERIODIC SITE WISTS TO GESERVE CONSTRUCTION.
- THE ENGINEER OF RECORD SHALL BE PRESENT FOR ALL REQUIRED TESTING, PRICE TO ANY FINAL TESTING, THE CONTRACTOR SHALL HAVE PREFORMED PRELIMINARY TESTING TO CONTRIGHT THE CONSTRUCTION AS EETN COMPARIS THE SETSING REQUIRED TOK ANY FALLED TESTS TO BE WITHESEED BY THE ENGINEER OF RECORD MAY BE CONCUCTED AT THE CONTRACTOR'S DEPORE.

- PRIOR TO CONSTRUCTION COMMENCIONENT, THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD A SHOP DRAWNING LOG AND SUBMITHAL SHIEDLEF FOR REVEN. SHOP DRAWNINGS SHALL BE PROVIDED IN APPLICABLE PROVIDED IN APPLICABLE PROVIDED IN STALLATION/CONSTRUCTION (WATER, SENDE, STORNMATER, PAVING, ETC.).
- PRIOR TO SUBMITTING SHOP DRAWNOS TO THE ENGINEER, THE CONTRACTOR SHALL REVIEW AND APPROVE THE DRAWNING, AND SHALL NOTE IN RED. ANY DEVALORS FROM THE ENGINEER'S PLANS OR SPECIFICATIONS. ENGINEER WILL CONDUCT UP TO TWO (2) SHOP DRAWNING REVIEWS, ADDITIONAL REVIEWS MAY BE CONDUCTED AT THE CONTRACTION'S ENGINEERS.
- 4. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

- C. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THER SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTHME HOURS WITHOUT EXPRESS PERMISSION OF THE OWNER.
- D. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AND SAFETY OF THE PROJECT SITE DURING CONSTRUCTION UNTIL FINAL COMPLETION AND ACCEPTANCE.

2 TRAFFIC REGULATION

- C. WHITE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO ON REIDI PLACED IN MATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHER AS A RESULT OF THE CONTRACTOR'S OPERATION, SUCH MATERIAL OR RESIDES SHALL ER REMOVED AND SATISFACTORICY DISPOSED OF DURING PROCRESS OF THE WORK, AND THE MEAN KEPT IN A CLEM AND MALE COMMITTION.
- ALL REQUIRED DENSITY AND LIBR TEST RESULTS FOR SUB-GRADE SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING LIMEROCK BASE MATERIAL.
- C. ALL REQUIRED DENSITY AND LIBR TEST RESULTS FOR LIMEROOK SHALL BE PROVIDED TO THE ENGINEER PRIOR TO PLACING ASPHALT/PAVING.

- . UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE EMPINEER OF RECORD COMPLETE SETS OF "AS-BULK" CONSTRUCTION DRAWNESS AS REQUIRED FOR SOMETIME, AND OFFICE AND SHAPE OF SHAPE SHAPE OF SHAPE SHAPE OF SHAPE SHAPE OF SHAPE SHAPE SHAPE OF SHAPE SHAP
- EARTHWORK
- THE CONTRACTOR'S BID FOR EARTHWORK SHALL INCLUDE THE EXCAVATION, REMOVAL AND DISPOSAL OF ALL MATERIALS, OF WHATEVER CHARACTER, WITHIN THE LIMITS OF CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND INCLUDE THE REMOVAL AND REPLACEMENT OF SAME IN HIS BID PRICE.
- THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS SECTIONS OR GRADES AS SHOWN ON THE PLANS.
- 4. THE CONTRACTOR SHALL BROWN ALL BUCK VICINIES MATTERIAL ROOTS, MOSTIFICH ON AD OTHER DESCRIPTION AND THE PROPERTY HITCH THE PROPERTY HITCH THE REGION ALL STRUCTURES AND UTILITIES TO TILL DOCAMED BROWN MOTH, SHOW MATTERIAL SHALL BE REPLACED WITH CLAM FORMOWN FERE MATERIAL WITH BOOKS SHALLER HAND ORSE HOST BOOK HAS BEEN AND ORSE HOST BOOK HAS BEEN AND ORSE HOST BOOK HAS BEEN AND HAD BEEN COMPACTED TO TO'N WITH MAXIMAE HITS OF TREATE WEST COMPACTED THOOLISTS.
- TRENCH BACKFILL AND COMPACTION SHALL FOLLOW THE CONTRACT SPECIFICATIONS AND DETAILS PROVIDED IN THESE PLANS.
- THIS MORE SHALL INCLUDE THE DECAYATION OF MAINTERS SUBSTANCES THAT SHALL BE ENCONTRED TO THE DEPTHS AS SHOWN ON THE PLANS, DECAYATIO MATERIAS NOT REQUIRED FOR FILL OR BROWNED, SHALL BE REMOVED FROM THE WORK STEET AS DESCRIPED BY THE DIMORIES AND SHALL BE CONSIDERED TO BE A PART OF THE BD PRICE OF THE UTILITY PIPE FOR WHICH ECCHARTION, AND GRAFFILL SECURITY.
- WATER SHALL NOT BE PERMITED TO ACCUMULATE IN THE EXCAVATED AREA. IT SHALL BE REMOVED BY PLAMPING OR OTHER MEANS AS APPROVED BY THE EXHIBITE. THE REMOVAL OF WAITER SHALL BE CONSIDERED TO BE A PART OF THE BOPICE OF THE UTILITY PIPE FOR INFOCH EXCAVATION AND INNOTITIES REQUIRED, CONTINUENTED FOR CONTINUENT PROMISE PROMISE PAYLICIAGE, ARRISONTANIA, ADMINISTER, GROWNING COUNTY PERMS, STRING, FICE PROGRAMS.
- O. ROOK EXCAVATION SHALL INCLUDE ANY ROCK DISCOURTERED WHICH CANNOT BE REMOVED WITH A 3/4 YARD BACKNEE UNDER NORMAL OPERATION CONTINUES. ROCK EXCAVATION SHALL BE NICEDENIA. TO CONSTRUCTION OF ALL PPING SYSTEMS AND NO SEPARATE PARMENT WILL BE MADE.
- 12. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT MAY MOVEMEN WHICH CAN IN ANY WAY DAMAGE THE WORK OF ENDANGER MOLACENT STRUCTURES.
- 13. IF FIELD CONDITIONS, TYPE OF SHEETING OR CONSTRUCTION METHICOS MAKE REMOVAL OF SHEETING MERPACTICABLE, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR MAY LEAVE ALL SHEETING IN PLOCAL THE ENGINEER MAY REQUIRE SHEETING TO BE CUT OF AT ANY SHEETING ELEVATION BUT IN NO CASE MILL ANY SHEETING BE LET LLOSER THAN THE O(3) FIET BELOW THE MATURAL SHEETING, KOR OLD OT BELOW THE LEAVENING OF THE OF THE SHEET.
- AFTER PIPES, STRUCTURES, AND OTHER APPURTENANCES HAVE BEEN INSTALLED, THE TRENCH OR OPENING SHALL BE BACKFILLED WITH MATERIAL IN CONFORMANCE WITH THE SPECIFICATIONS AND PLAN DETAIL.
- 15. IN AREAS WHERE NO PAYEMENT IS TO BE CONSTRUCTED, THE BACKFILL ABOVE THE THELIVE INCH LINE ABOVE THE PIPE SHALL BE COMPACTED TO A FRANKESS APPROXIMATELY EQUAL TO THAT OF THE SOLL ADJACENT TO THE PIPE TRENCH.
- Contractor shall be responsible for providing required safety barrier and protective steel plate coverings for open trenches.
- CARE SHALL BE TAKEN TO AVOID ANY ROOT ZONE IMPACTS TO TREES/PALMS SLATED TO REMAIN/BE RELOCATED ESPECIALLY WITHIN THE TPZ. STORM DRAINAGE
- HIGH DENSITY POLYETHYLENE PPE AND FITTINGS FOR STORM SEWERS SHALL MEET THE REQUIREMENTS OF ASTM 0.3350 CELL CLASSFECATION 324420C: OR ASTM 0.248 TYPE II, CLASS C, CATEGORY 4, GRADE P3.3.
- 3. REINFORCED CONCRETE PIPE SHALL BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATION 449.
- BACKFILL MATERIAL UNDER PAVED AREAS SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
- BACKVILL MATERIAL UNDER AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXMUM DENSITY AS DETERMINED BY AASHTO T-180.
- 8. LIFT HOLES THROUGH PRECAST STRUCTURES ARE NOT PERMITTED.
- ALL CEMENT USED ON DRAINAGE STRUCTURES SHALL BE A TYPE II PORTLAND CEMENT, CONFORMING TO ASTM SPECIFICATION C-150 AASHTO DESIGNATION M-85.
- UNLESS OTHERWISE SPECIFIED ON THE PLANS, STRUCTURES SHALL BE PRECAST CONCRETE SECTIONS.

- 13. PREDAST MANINCE SECTIONS SHALL CORPORA TO ASSIGN GA-FR, SPECIFICATIONS FOR PRECAST FEBRORICED CONCRETE MANINCE SECTIONS AS MORPED SHEETIC CONCRETE SHALL ATTAIN A MANIMAL COMPRESS STREMENT OF 600 PG AT 28 DATA SHAMMS MULL REPORTS SHALL BE MANIMAL COMPRESS STREMENT OF 600 PG AT 28 DATA SHAMMS MULL REPORTS SHALL BE MANIMAL COMPRESS STREMENT OF 600 PG AT 25 DATA SHAMMS MULL REPORT STREMENT OF 600 PG AT 25 DATA SHAMMS MULL REPORT OF 600 PG

- 16. HOLES FOR PIPMS SHALL BE MIN. 6 INCHES LARGER THAN THE OUTSDE DIAMETER OF THE RESPECTIVE PRES. AFTER THE PIPE IS SET, THE VOID SPACE BETWEEN THE PIPE AND THE HOLE PERMETER SHALL BE COMPLETLY FILLED WITH NON-SHRINGING, QUICK-SETTING, WATERPROOF CEMENT MORTAR AND STRUCK SMOOTH.
- ALL CASTING SHALL BE TRUE TO PATTERN AND DIMENSIONS, FREE FROM FAULTS OR DEFECTS AND WOLL CLEANED.
- 20. BEARING SURFACES BETWEEN CAST FRAMES, COVERS AND GRATES SHALL BE MACHINED AND FITTED TOGETHER TO ASSURE A TRUE AND EVEN FIT, WITHIN AREAS OF VEHICLAR TRAFFIC THE FRAMES, COVERS AND GRATING SHALL BE MACHINE-GROUND STATE REPEGULARITY OF CONTACT WILL BE REDUCED TO A MINIMUM AND WILL BE RATTLE PROOF.
- CONTRACTOR IS TO PREVENT INTRODUCTION OF DEBRIS OR DRT INTO EXISTING STORM DRAINAGE MAD/OR SANITARY SEVER SYSTEM AS A RESULT OF CONSTRUCTION ACTIVITIES. ALL LINES AND STRUCTURES SHALL BE (LEARNED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.

- 25. ALL MUCK OR OTHER UNSTABLE MATERIAL ENCOUNTERED IN TRENCH BOTTOM SHALL BE REMOVED AND BACKFILLED WITH GRAVILLAR MATERIAL COMPACTED TO BEST OF MANIMAN EDITORY AS DETERMANDED WASHIOT 1-16 MAYERIO 2¹. GRAVILLAR BROCKFILL TO ET THE D (COURSE BOCK BACKFILL): CHUSHED ROCK OR GRAVILL WITH 100K PASSING A 1-MICH SEVE AND NOT MORE THAN 100K PASSING A NUMBER 4 SEVE, OR BETTER.
- PIPE BEDDING SHALL BE SAND, GRAVELLY SAND, OR 1-INCH MINUS CRUSHED LIMESTONE, NOT MORE THAN 10% OF WHICH PASSES A NO. 200 SEVE.
- 28. SHOP DRAWINGS FOR ALL STRUCTURES AND MATERIALS TO BE USED ON THE PROJECT SHALL BE SUBMITTED TO THE RESPECTIVE ENGINEERING AND UTILITY DEPARTMENTS FOR APPROVAL PRIOR TO CONSTRUCTION OR INSTALLATION.
- PROTECT CONPLETED DRAINAGE STRUCTURES FROM CONTAMINATION BY SLT AND CONSTRUCTION DEBRS. PLACE FILER FABRIC BETWEEN THE FRAME AND INLET GRATE UNTIL SITE CONSTRUCTION OFERATIONS ARE FINISHED.
- 30. CONTRACTOR SHALL INSPECT AND CLEAN ALL EXISTING STRUCTURES AND PIPES WITHIN THE PROJECT LIMITS. IF EXISTING STRUCTURES AND PIPES ARE DAMAGED, CONTRACTOR SHALL NOTIFY THE DIADNEES PRIOR TO CONNECTION WITH THE NEW PIPE OR STRUCTURE. CONTRACTOR TO ENSURE ALL STORM WATER PIPEN AND STRUCTURES AND CLEANED PRIOR TO PROJECT CLOSCOUT.

32. CATCH BASINS, SEPAGE DRAINS, PAVEMENT RESTORATION AND PAVEMENT AROUND CATCH BASINS TO BE ACCORDING TO THE DETAILS AND APPLICABLE REQUIREMENTS OF FOOT, BROWARD COUNTY PUBLIC WORKS MINIOUS TANDARDS AND CITY OF OWLAND PARK ENDINEERING.

- SURFACE COURSE SHALL BE EQUAL TO FDOT TYPE S-III ASPHALTIC CONCRETE (OR APPROVED SUBSTITUTE).
- B. STABILIZED SUB-GRADE FILL SHALL BE 12" THOK AND COMPACTED TO BES OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO T-160). SUB-GRADE FILL MATERIAL SHALL BE FLACED IN MAXIMUM 6" LET'S, SUB-GRADE FILL MATERIAL GREATER THAN 6" SHALL BE FLACED IN THO ON MONE COUNT. LET'S.
- C. LIMEROCK BASE MATERIAL SHALL BE 8" THICK AND COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

- LATION.

 PARKING STALL PAVEMENT MARKINGS WITHIN THE PROJECT SITE SHALL BE PAINTED. PAINT SHALL

 MEET THE REQUIREMENTS OF FROY STANDARD SPECIFICATION SECTION 971, LATEST EDITION.

 ALL SIGNS SHALL BE MANUFACTHED AND INSTALLED IN ACCORDANCE WITH THE MANUAL ON

 UNIFORM TRAFFIC CONTROL DEWICES, LATEST EDITION.

GENERAL NOTES-BROWARD COUNTY TRAFFIC ENGINEERING DEPT.

ALL PARTIES NOTE THE FOLLOWING:

- D. DIRECTIONAL DIRECTION STATE PLANDING OF HIS AND ADMINISTRATION OF HIS ADMINISTRATION OF HIS ADMINISTRATION OF HIS AND ADMINISTRATION OF HIS A
- 2. ANY ABOVE PROJECT ACTIVITY, INCORDITAL OR OTHERWISE, WHICH IMPACTS OR DAMAGES THE COMMUNICATIONS CABLE/CONDUIT, SHALL BE SUBJECT TO THE FOLLOWING NOTES AND CONDITIONS BELOW:

- A THE ADDRESS OF SEPONDESS OF MAINTAINCE OF THE TRAFFS SOULS AND THE ADDRESS OF T
- COMMINISTRUCTURE IMPAIGNET AT REQUIREMENDATION.

 B. HE CONTRACTOR SHALL MAINTAIN ONLINE COMMINISTRUCTORS OF EXISTING OR TEMPOPARY SHOULD THAN A RETRICTIONAL TO COMMINISTRUCTURE OF TEXT OF THE THAN A RETRICTION OF THE THAN A REPORT OF THE THAN A REPORT OF THAT A RETRICTION OF THE THAN A REPORT OF THE THAN A REPORT OF THAT A RETRICTION OF THE THAN A REPORT OF THE THAN A RE
- WINTIN TO THOUSE AND SHALL BE MENTANDE WINTIN TREAT FOR THOUSE.

 OTHER COMMANDES SHALL BE AWARE THAT BELLSOUTH TERRORISE DROPES AND STREET COMMANDES THE SHALL BE SHALL BE REPORTED THOUSE THE COMMANDES SHALL BE REPLACED AT THE CONTRACTOR'S EMPIRE, DAMAGED BY PROPERTY OF A SHALL BE REPLACED AT THE CONTRACTOR'S EMPIRE, DAMAGED AND PRINT TO JAMAGED FOR THE CONTRACTOR'S SHALL BE REPLACED AT THE CONTRACTOR'S SHALL BE REPLACED AT THE CONTRACTOR'S SHALL BE REPLACED AT THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR SHALL BE REPLACED.

 THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR SHAPE FOR THE CONTRACTOR SHAPE SHAPE AND THE CONTRACTOR SHAPE SHAPE
- ANY MATERIAL FUNNISED FOR THE PURPOSS OF: NEW INSTALLATION, REPLACEMENT OR REPAR OF THE DISTING COMMUNICATIONS REPRASTRUCTURE SHALL MEET THE STRANDAGES AND SEPECATIONS OF SHOULD ANY SUPPLIED COMMUNICATIONS TO ANY SUPPLIED COMMUNICATIONS OF THE STRANDAGES AND SEPECATION OF SHALL AND ANY SHALL S
- E. INCLUDE BROWARD COUNTY TRAFFIC ENGINEERING (BCTED) IN ANY NOTICE OF UTILITY OWNERSHIP OR WITHIN A "UTILITY OWNERS/CONTACT PERSON" TABLE AS: BROWARD COUNTY TRAFFIC ENGINEERING 954-484-9600 (808 BLOUNT)
- F. ALL BCTED COMMUNICATIONS CABLE/CONDUIT SHALL BE LOCATED IN A MINIMUM OF

ACTED NOTES:

THE FOLLOWING ITEMS ARE NOT REVIEWED OR ACCEPTED BY BROWARD COUNTY:

- BROWARD COUNTY TRAFFIC ENGINEERING DIVISION'S REVIEW DOES NOT INCLUDE A REVIEW AND ACCEPTIANCE OF THE PROJECT'S DESIGN OR OPERATION. THESE ITEMS ARE TO BE REVIEW AND APPROVED BY THE CITY ENGINEER.
- ARE TO BE REVIEW MO PHYPOURD IT HE LET INMODELS.

 BROWNED COUNTY THATTE: DEDIRECTING DISION DOES NOT REVIEW AND APPRAIG, ON HISPICE HAD ACCOUNT THE FOLIAMIST TIME FOR MAINTAINED APPRAIGHT. OF APPLIANT DISIONED THAT SHE HAD A SHE APPLIANT OF APPLIANT DISIONED APPLIANT SHOULD HERESCRIVE AND EIGHT DIMENSION AND SHORE, PRATTILY DECONAITE ADVANCED MANNEY PROFILES APPLIANT OF THE PROFILES APPLIANT O
- FOR PRINC LOSS, SCHOOL, WORK ON ASPIRALT PORCE.

 AS THE OTH DISEASE IS REPONDED FOR THE REPORT AND APPRIOR AS THE DESIGN AND OPERATION, OT THE PROJECT, AND FOR THE RESECTION AND OPERATION, OT THE PROJECT, AND FOR THE RESECTION AND OPERATION, OTHER BOOK, A PARTIE ASPIRAL CONTRACTOR AND APPRICATED AND APPRICATED APPRICA
- ALL TRAFFIC CONTROL DEVICES MAINTAINED BY BROWARD COUNTY, THE ARE REMOVED OR DAMAGED BY CONSTRUCTION, SHALL BE REPLACED BY CONTRACTOR USING CURRENT BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.

- 1. MAINTAIN PASSENGER ACCESS TO AND FROM RUS STOPS DURING CONSTRUCTION.
- IN THE EVENT THAT THE PROJECT IS TO IMPACT ANY BUS STOP, COORDINATE THE TEMPORARY RELOCATION OF THE BUS STOP OR BUS STOPS WITH KURT PETGRAVE AT 944-357-6793, KPETGRAVE@BROWARD.ORG AT LEAST TWO (2) WEEKS BEFORE START OF CONSTRUCTION

BCTED REF NO.: 200817060

Sunshine

Call 811 or www.sunshine811.com two full ousiness days before digging to have utilities located and marked. Check positive response codes before you dig!

ERMIT TOTAL 12470-MULTI-NOTE Д. DRAWING FILE NO.

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HNEER: RICK D. KAIMRA 1. No: 78535 8: 10/23/2023

8. THE CONTRACTOR SHALL RESTORE OF REPLACE, WICH AND AS DIRECTED BY THE DEDNETE OF CONTRACTOR SHOULD BE ADMINISTRATIVE OF THE DESCRIPTION OF THE DEDNETE OF EMPLOYEES OF THOSE OF THE SUBCONTRACTORS TO A CONSTITUTION AT LEAST EQUAL OF SETTING TO THE DESTRUCTION CONTRIBUTION OF THE SUBCONTRACTOR OF SUBCONTRACTOR O

PROJECT RECORD DOCUMENTS
 A. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.

THE CONTRACTOR SHALL FURNISH THE ENGINEER SHOP DRAWNOS OF THE PRECAST STRUCTURES (AND CRETIFICATION FROM A TESTING LABORATORY) FOR APPROVIL, SHOP DRAWNASS SHOULD RLUSTRATE ALL DEMPSIONS, REPROFECEMENT, AND SPECIFICATIONS FOR THE COMPLETE STRUCTURE.

24. ALL STRUCTURES SHALL BE SET PLUMB TO LINE AND GRADE AND SHALL REST ON A FIRM CAREFULLY GRADED SUB GRADE WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.

27. CONTRACTOR TO WRAP ALL PIPE JOINTS AND PIPE CONNECTIONS TO STRUCTURES WITH APPROVED FILTER FABRIC.

ALL DRAINAGE CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE BROWARD COUNTY EPOUD, BROWARD COUNTY PUBLIC WORKS MINIMUM STANDARDS AND CITY OF OAKLAND PARK PROSMERSHIPS.

GENERAL
 A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF THE LIMPROCK BASE AND PRIOR TO THE PLACEMENT OF THE PAYEMENT.

2. MATERIALS
A. STABILIZED SUB-GRADE FILL WITH A MINIMUM LBR OF 40.

B. LINEROCK BASE MATERIAL SHALL HAVE A MINIMUM OF 60% CARBONATES (CALCIUM AND MAGNESUM) WITH A MINIMUM LBR OF 100. . PRIME COAT SHALL BE APPLIED AT THE RATE OF 0.25 GAL/YD SQ. AND TACK COAT SHALL MEET FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS.

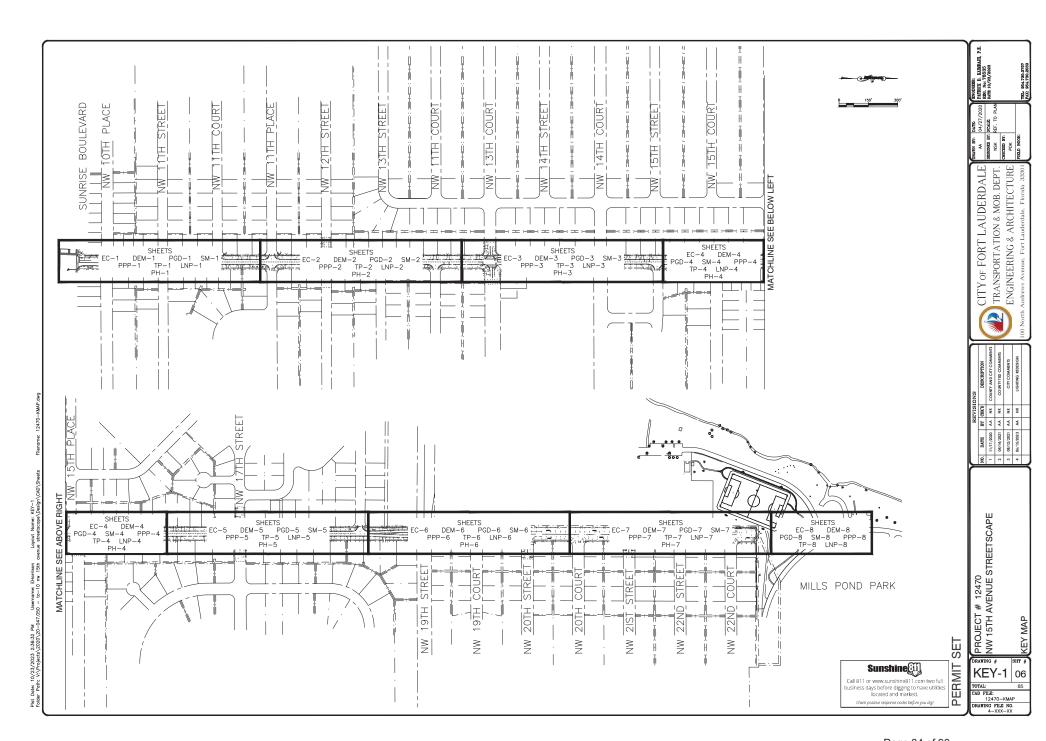
E. ASPHALT MIX SHALL CONTAIN NO GREATER THAN 30% RECYCLED ASPHALT (RAP).

AS DELICIONAD OF INCHES OF THE PLACED IN MANIANI 6" LIFES, BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EXALL LIFES, SHALL BE PLACED IN TWO OR MORE EXALL LIFES, SHALL BE CHARGE SHALL BE 2 LIFES OF FIRST THE S-III ASPHALING CONCRETE. SHALL BE INTO FROM THE S-III ASPHALING CONCRETE. SHALL BE PLACED ON ALL LIMITEDOR SHASES IN ACCORDANCE WITH FORT STANDARDS. MORE CONTINUED BY FLACED SHAREDER IN ACCORDANCE WITH FORT STANDARDS.

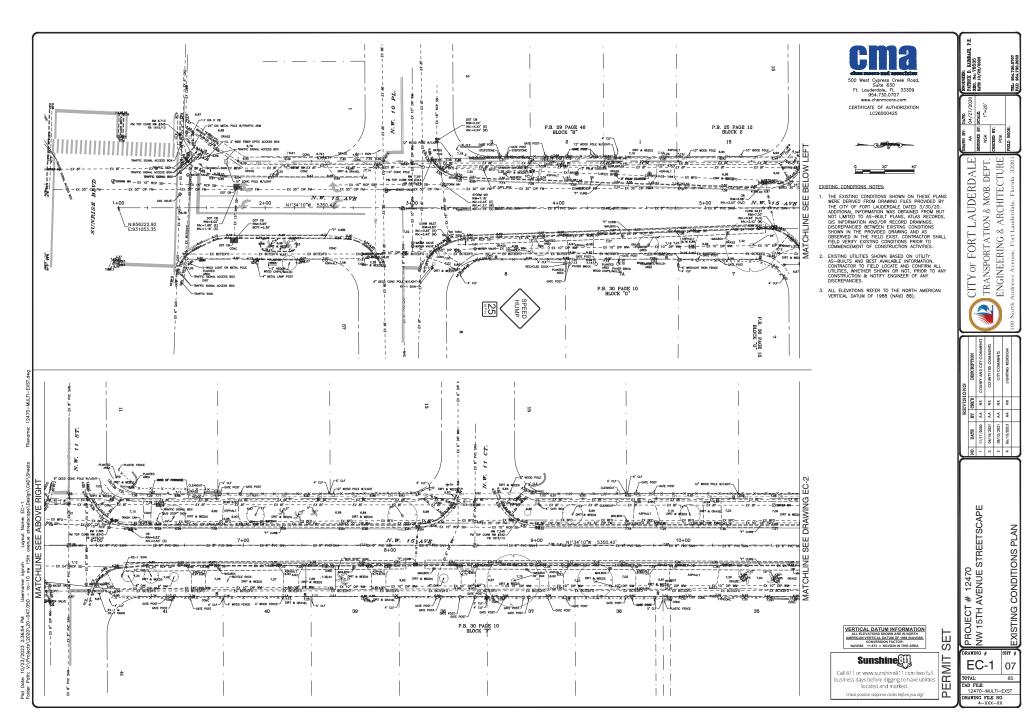
L'ESTING ALL SUB-GRACE, LIMISOOK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE PRECTION OF THE ENCHEUR.

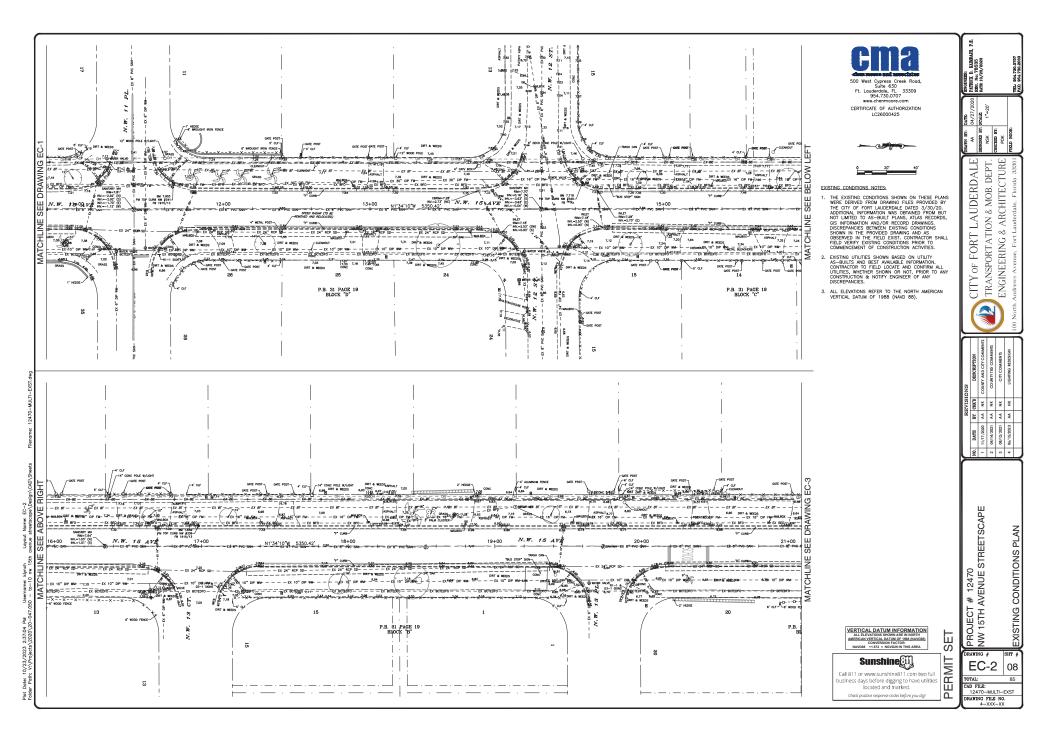
ALL ASPHALT CONCRETE SHALL HAVE A MAXIMUM OF 20% (BY MEIGHT) OF RECYCLED ASPHALT PRODUCTS (RAP)

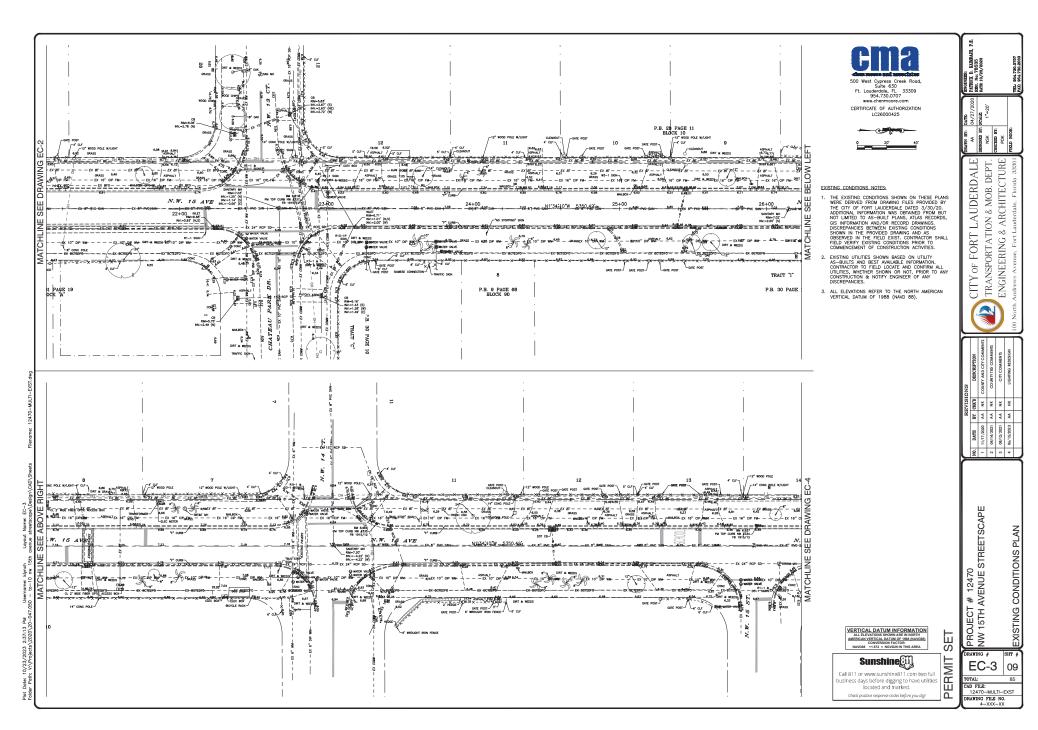
ALL PAVEMENT MARKINGS SHALL BE HOT APPLIED THERMOPLASTIC MANUFACTURED AND APPLIED IN ACCORDANCE WITH FOOT STANDARD SPECIFICATION SECTION 971, LATEST EDITION.

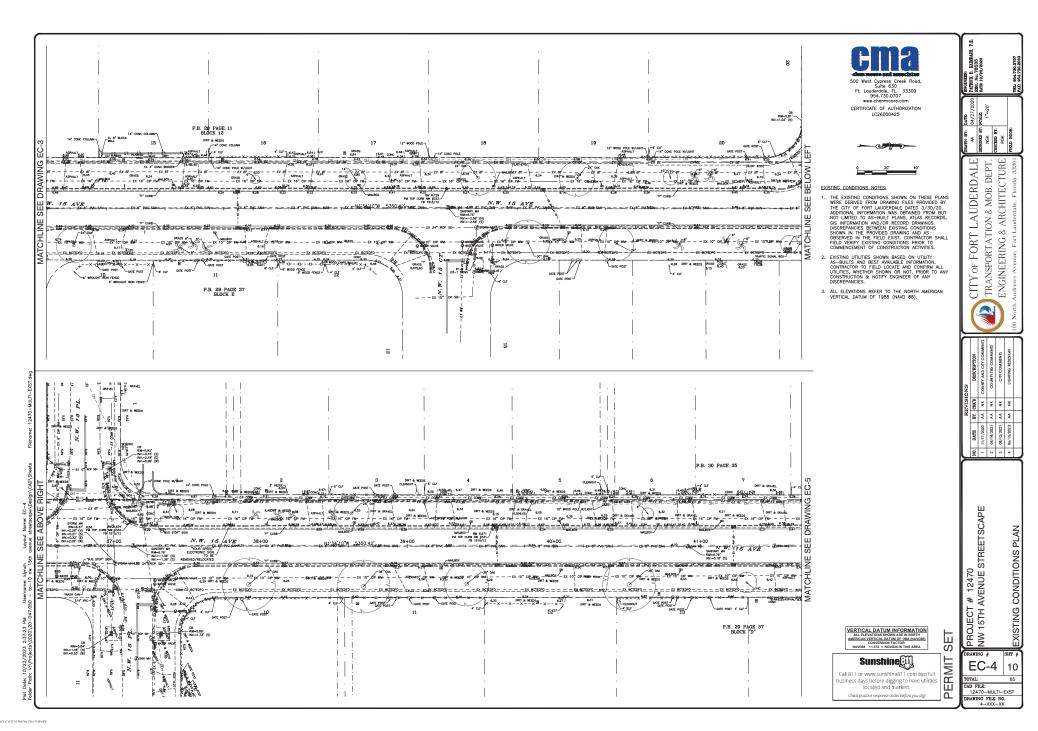


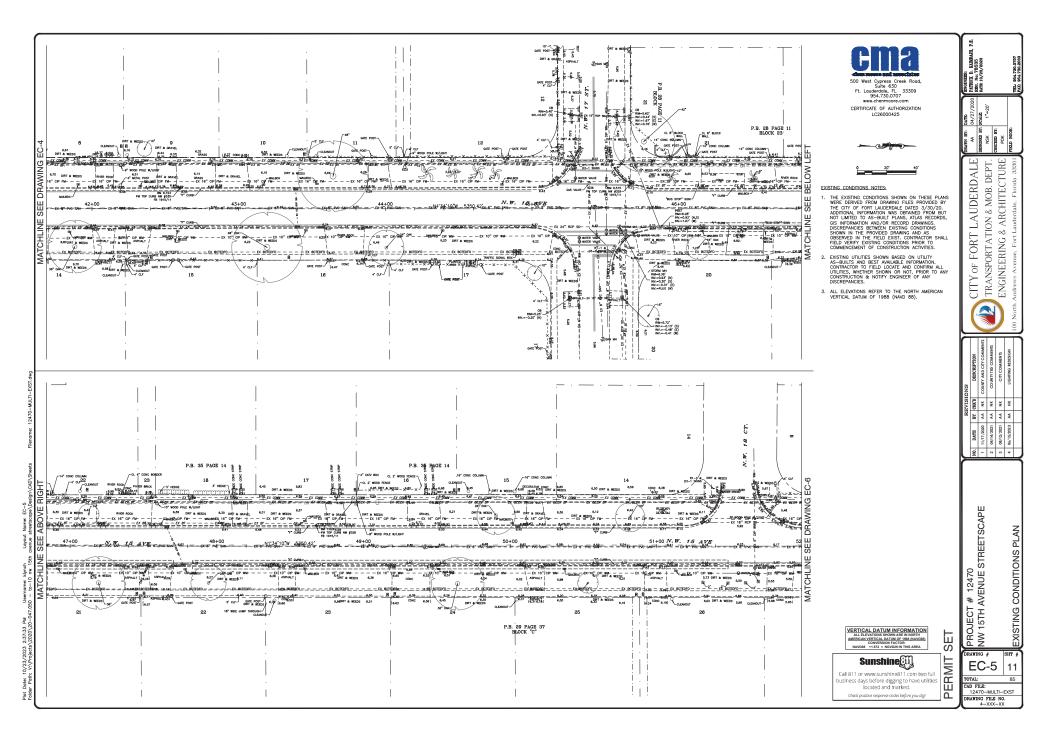
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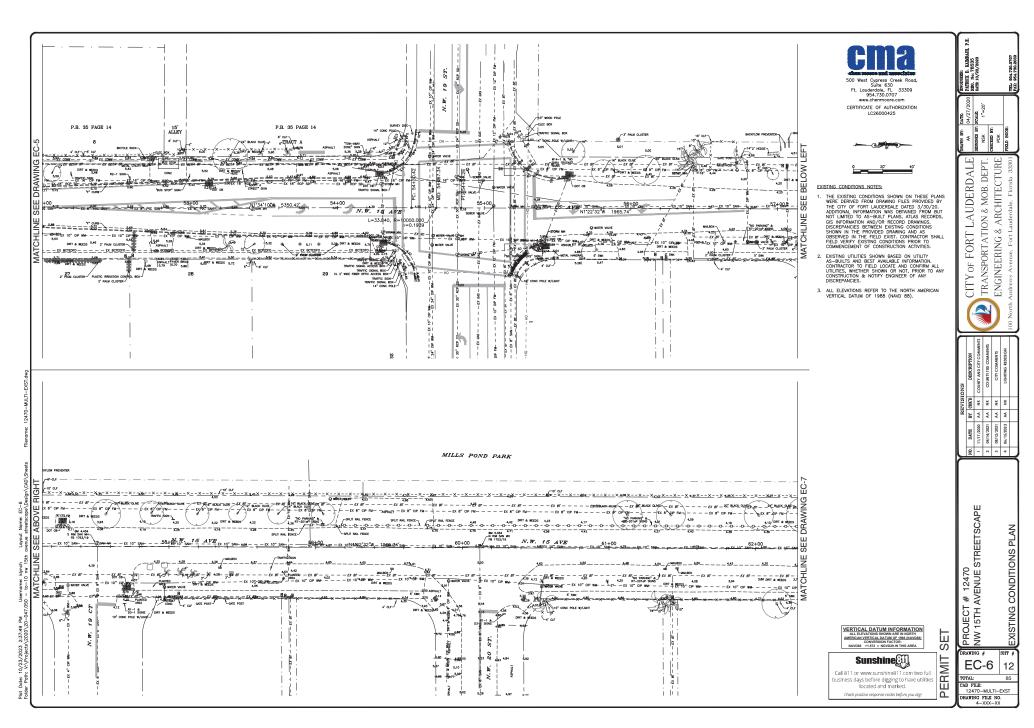


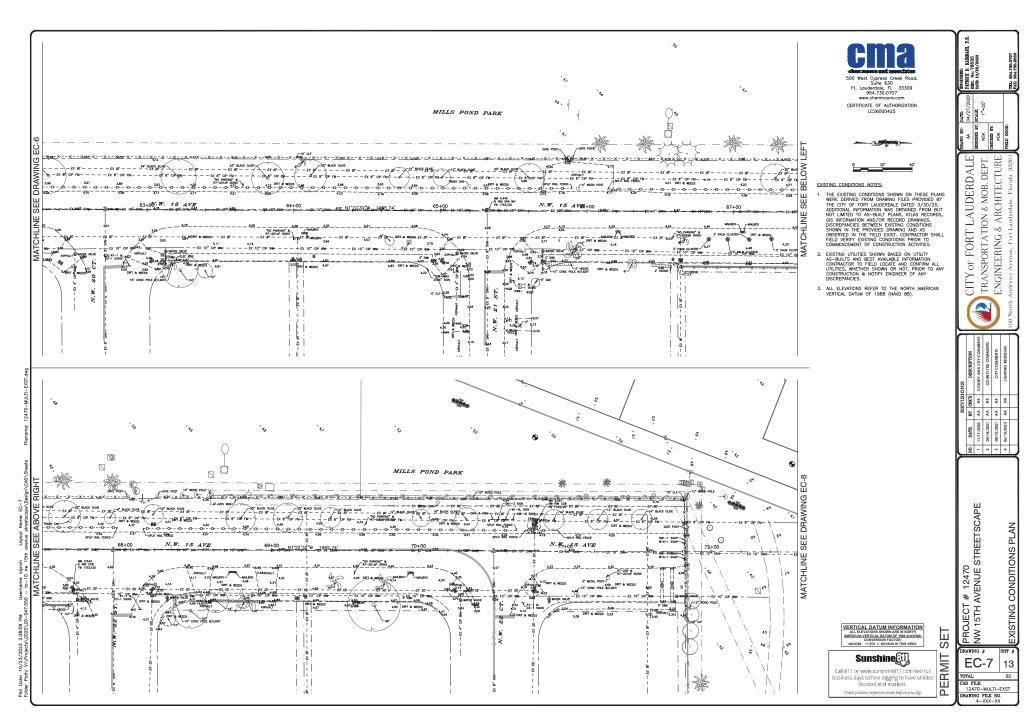


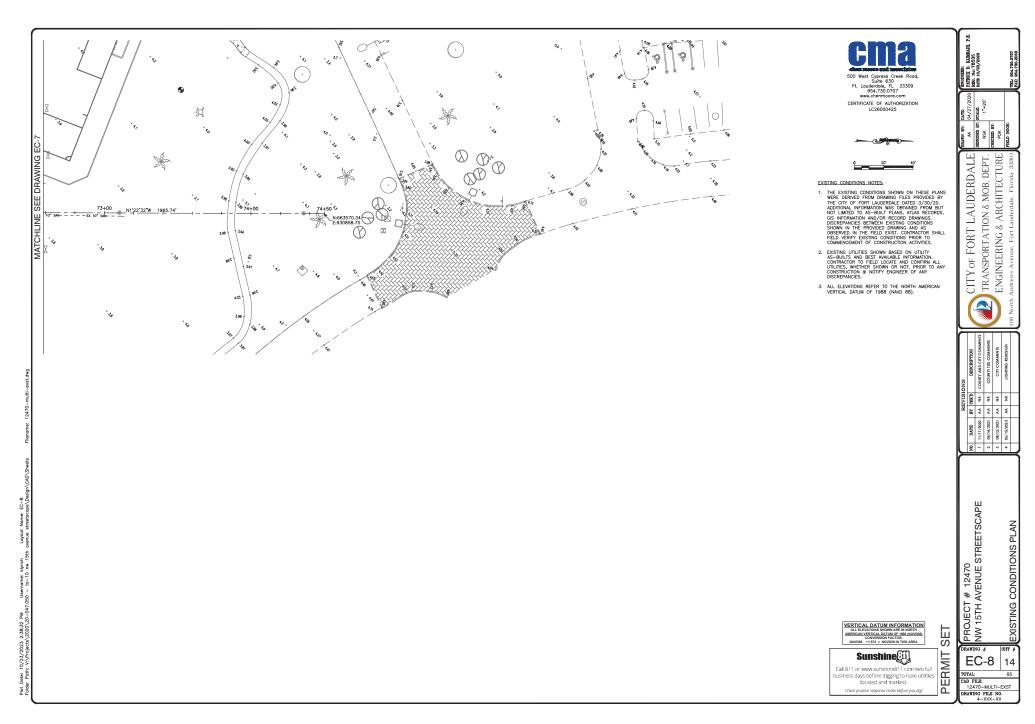


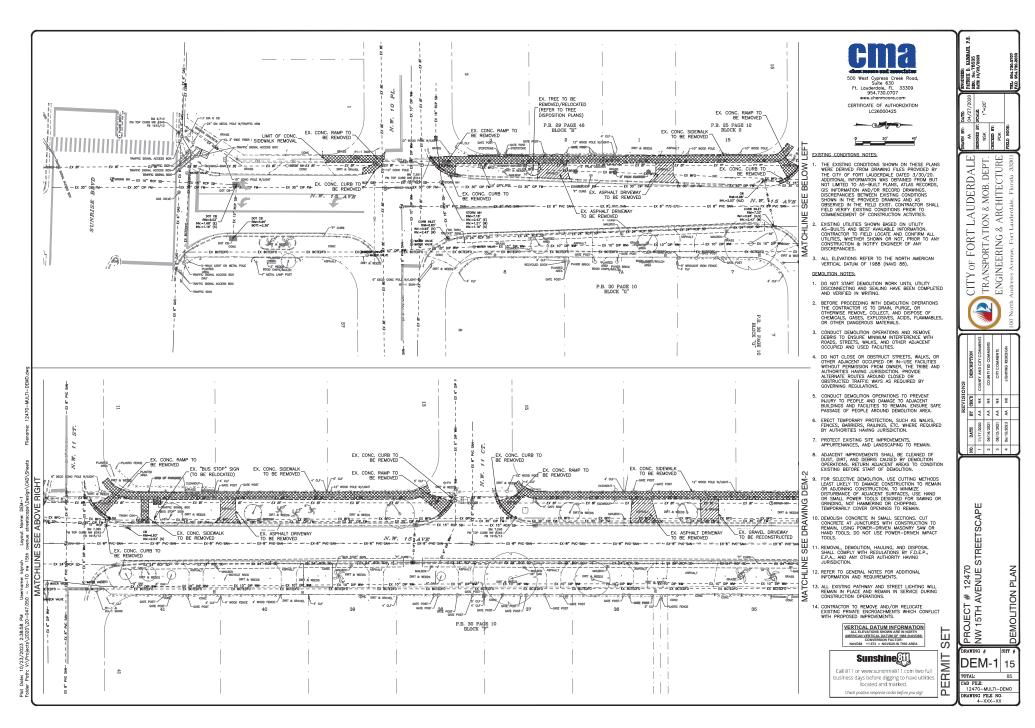


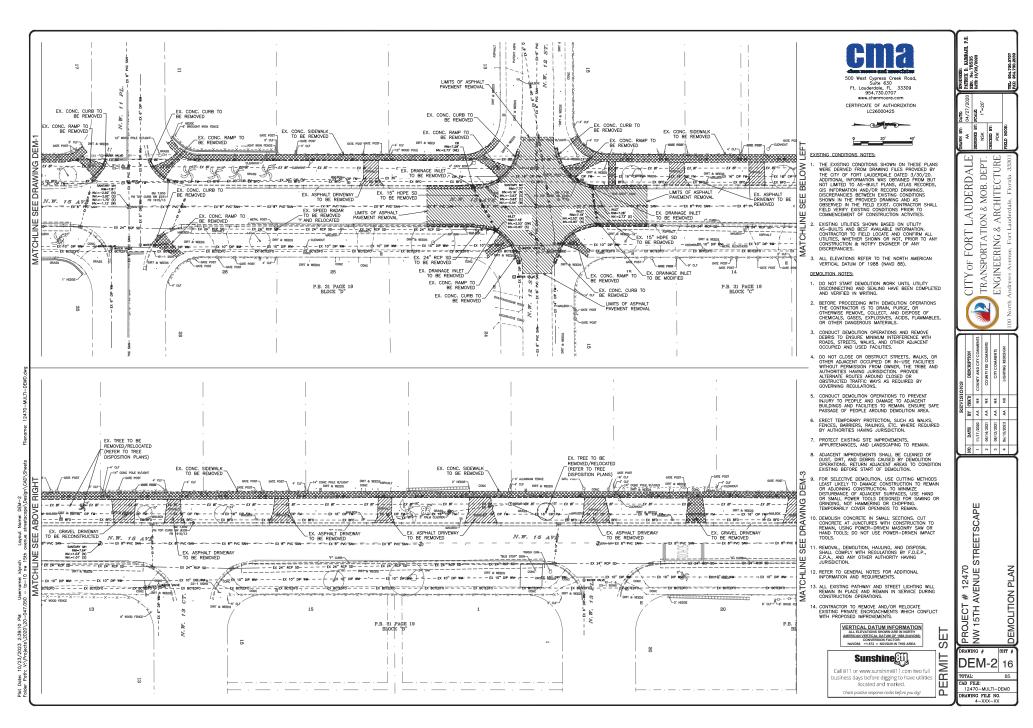


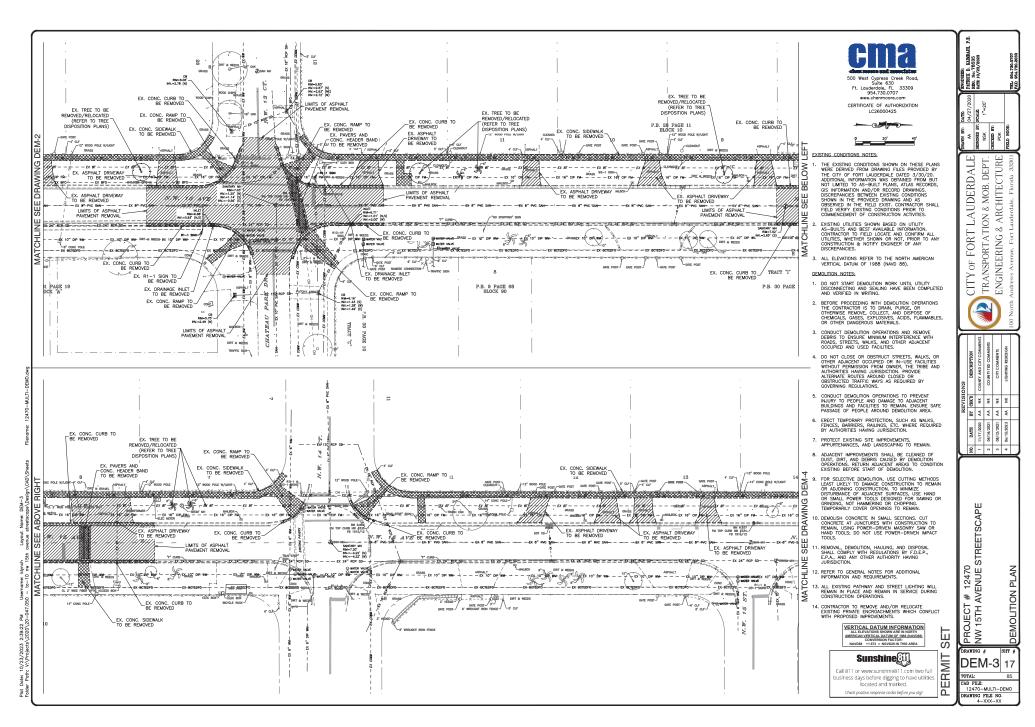


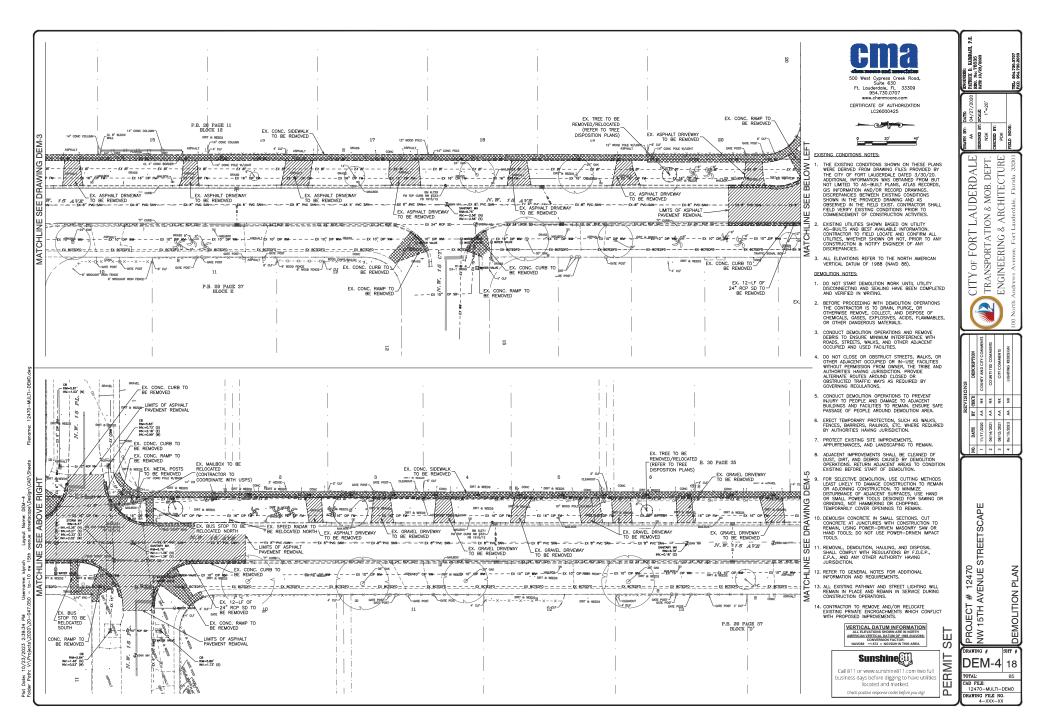


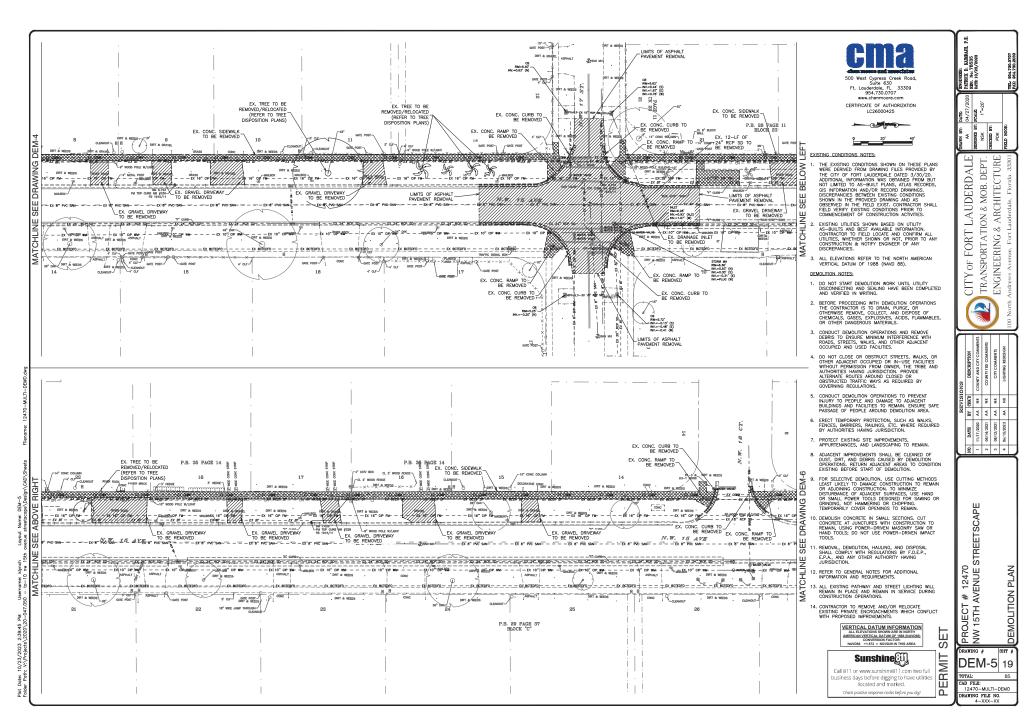


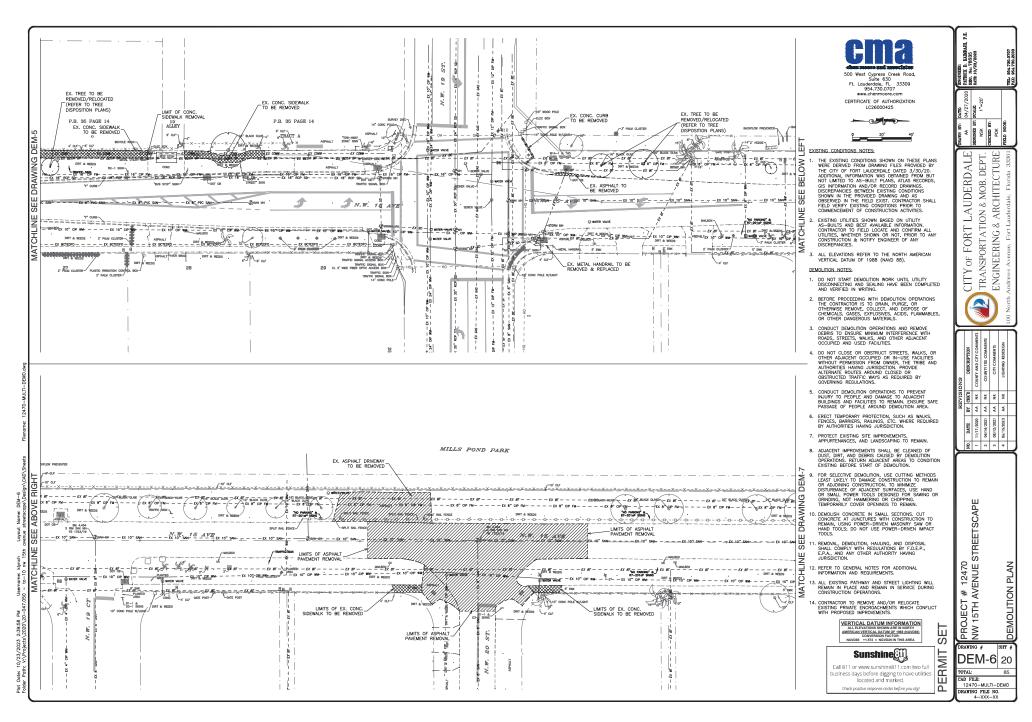


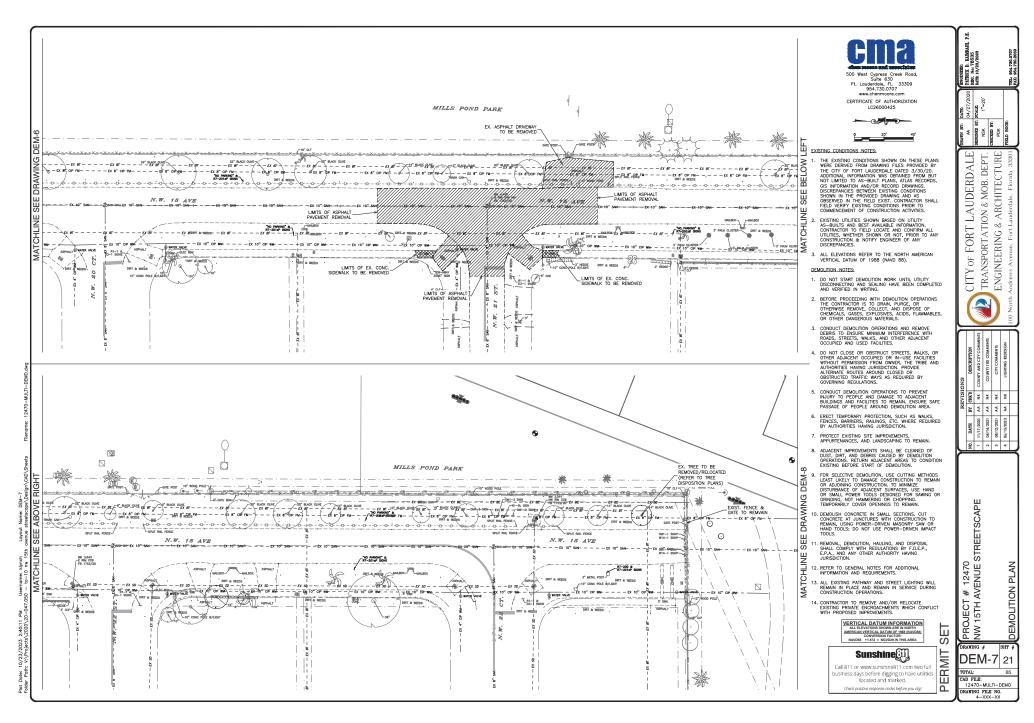


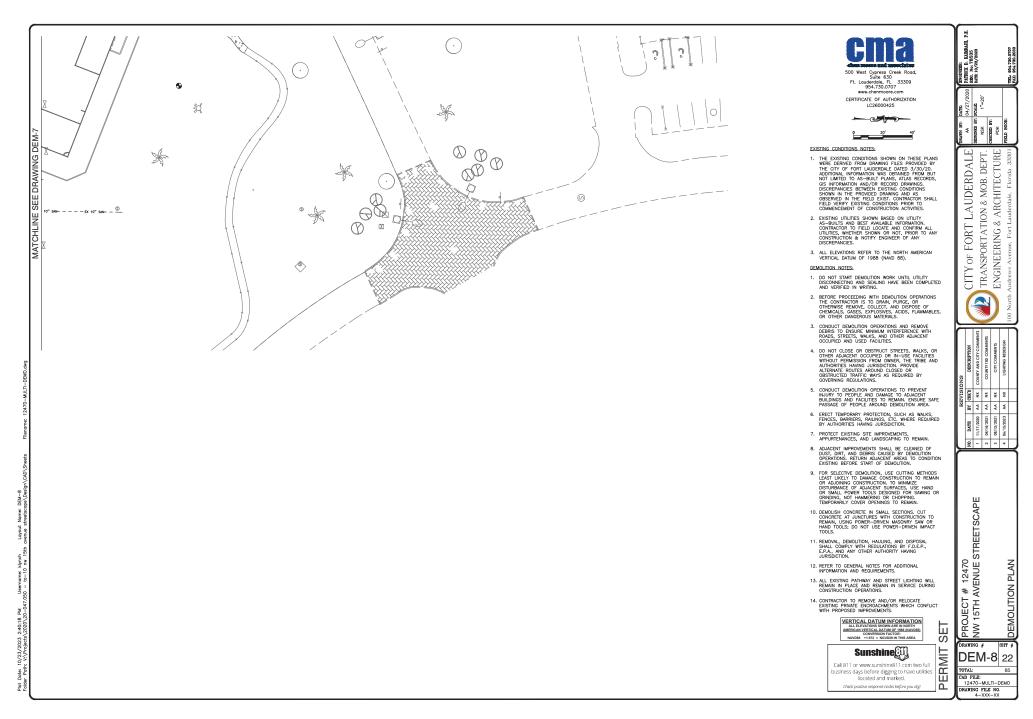




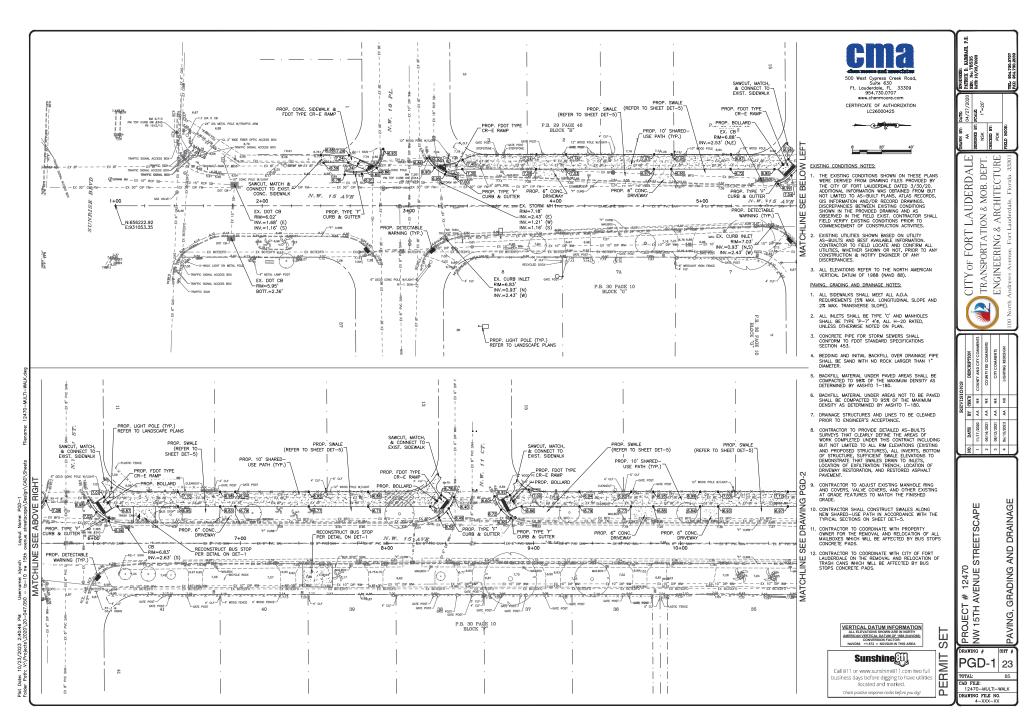


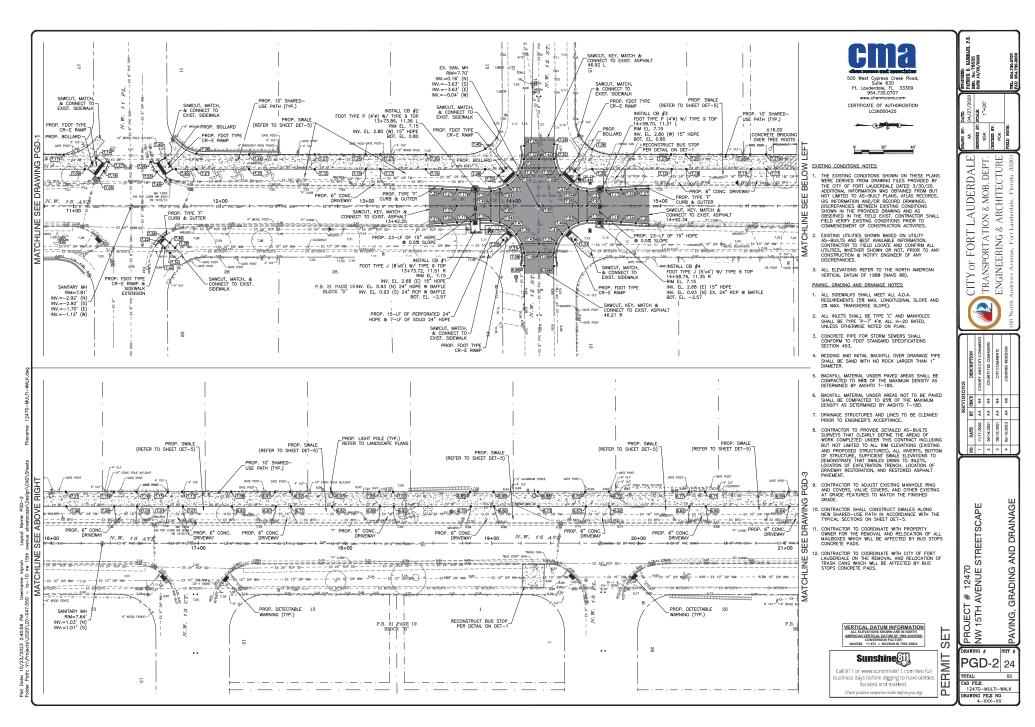


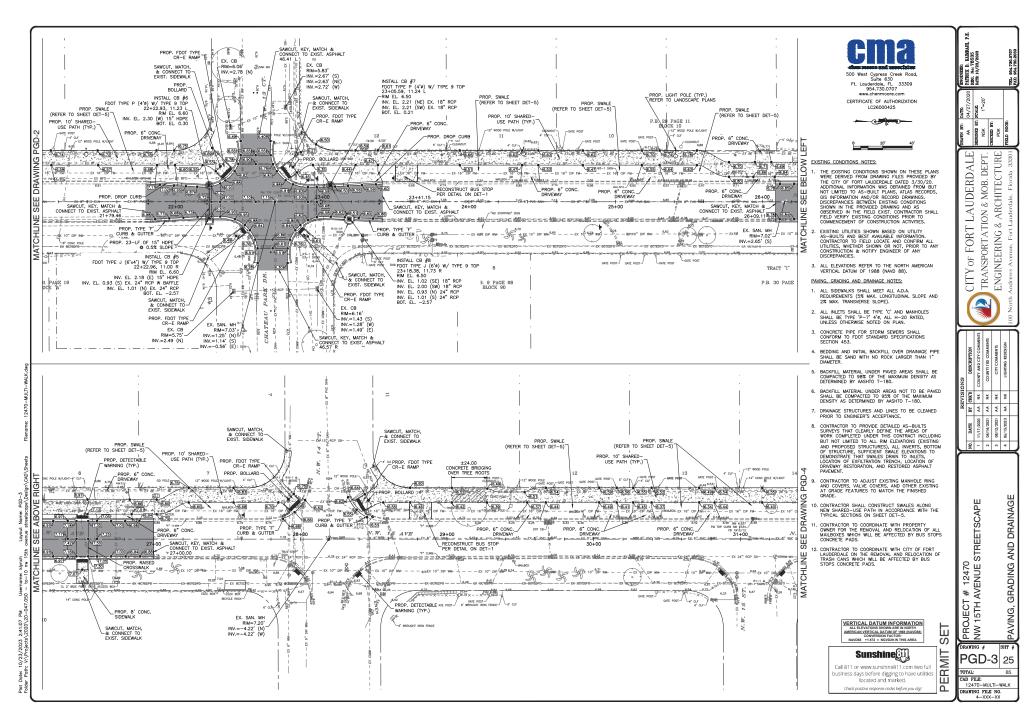


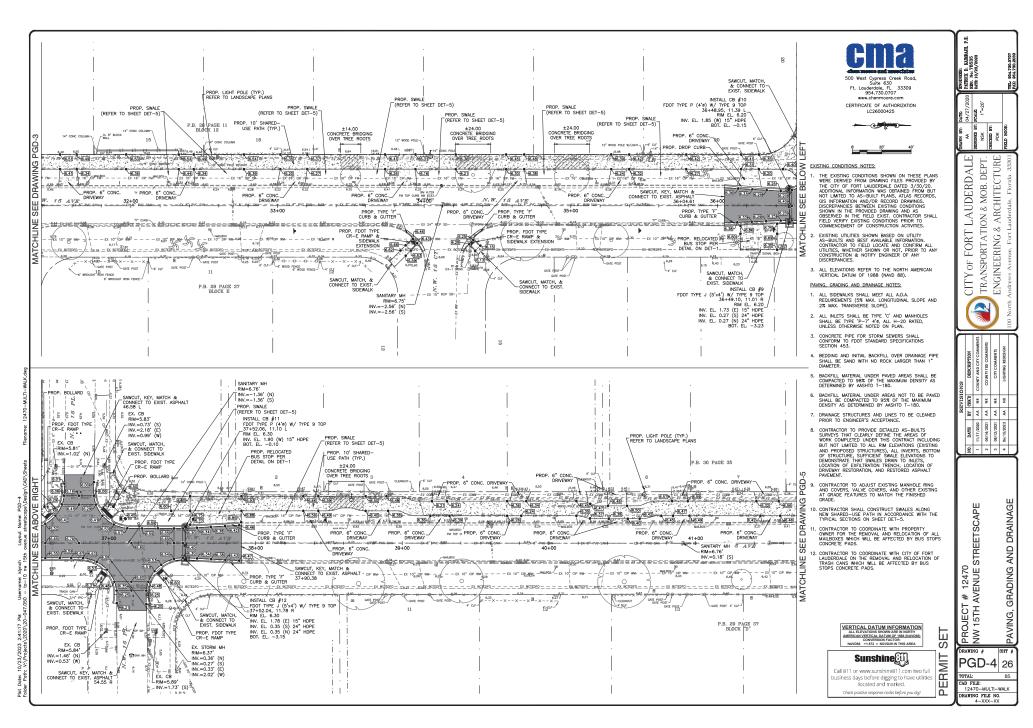


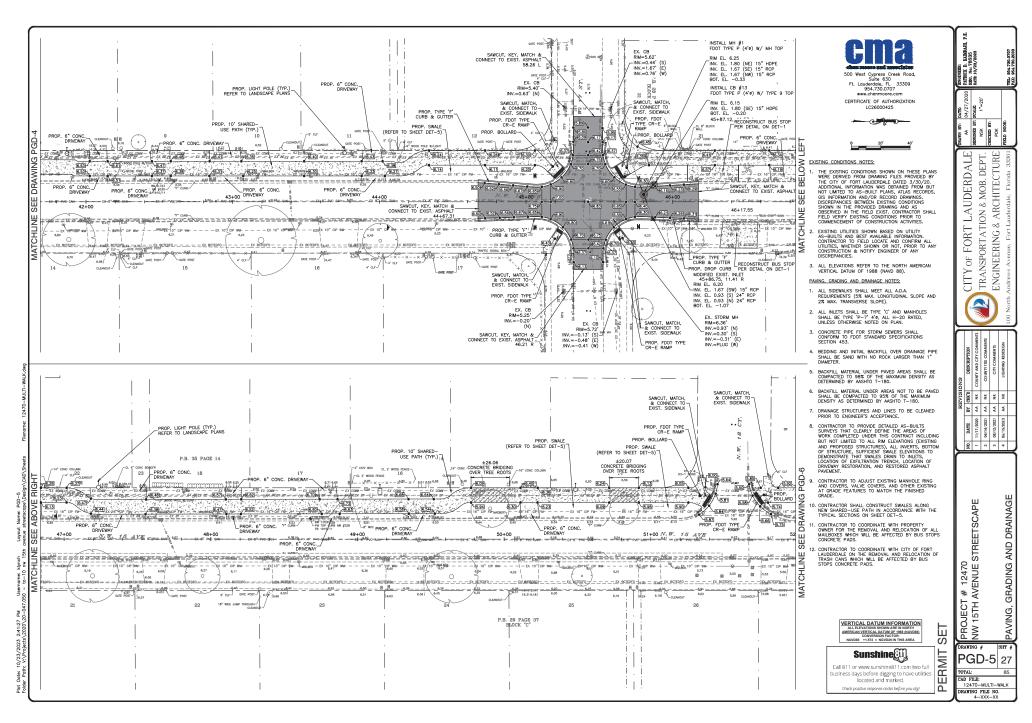
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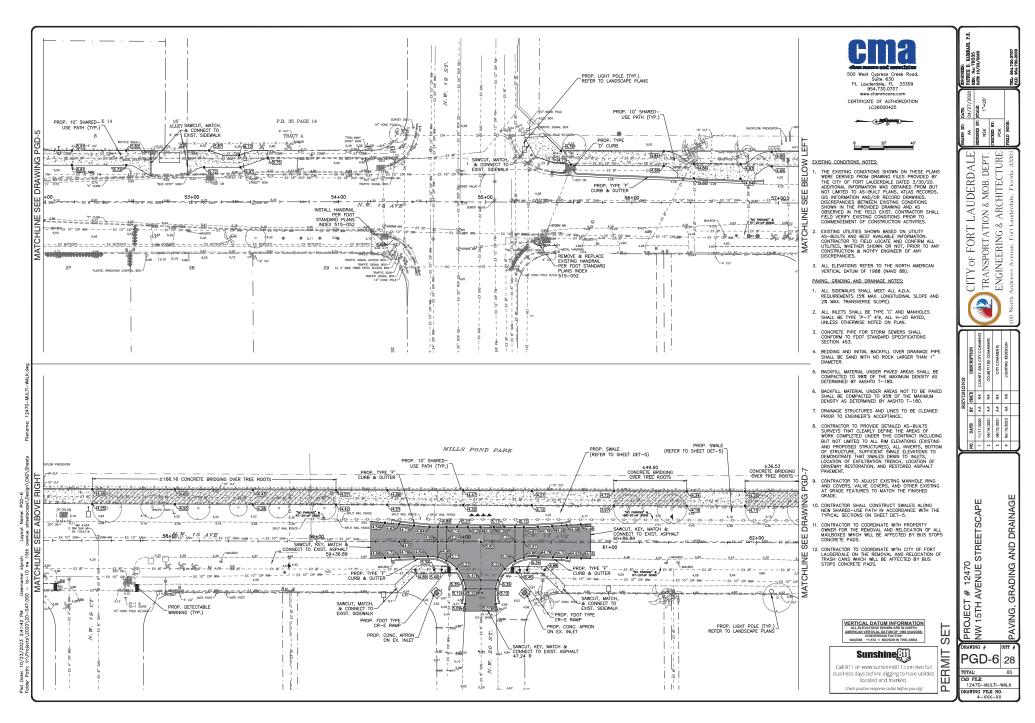


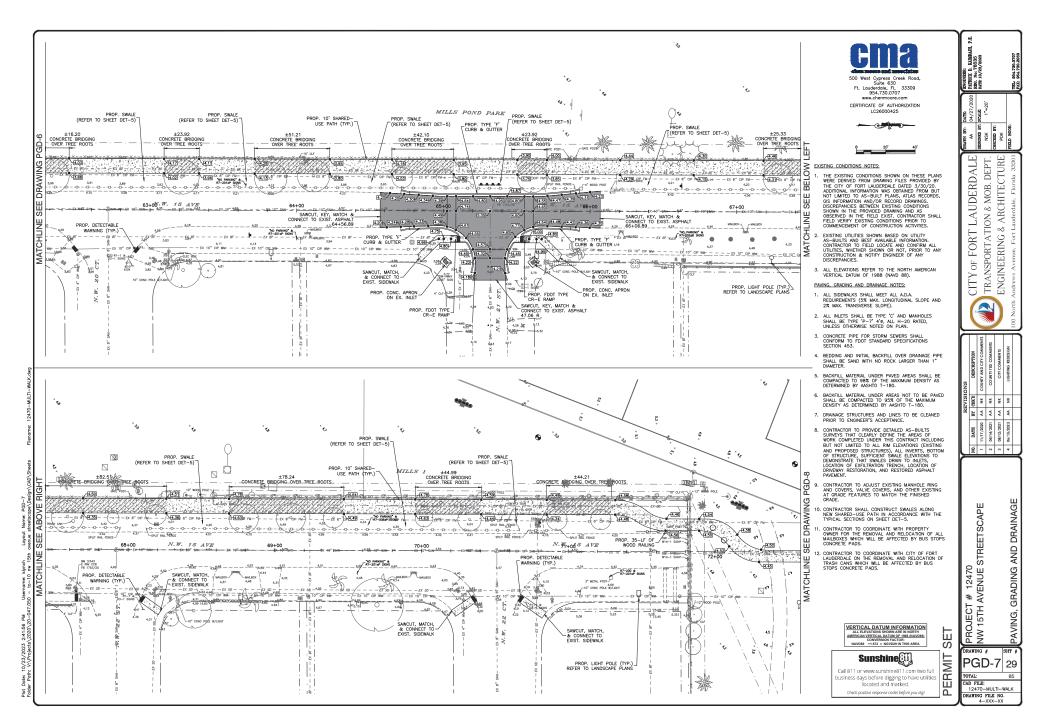


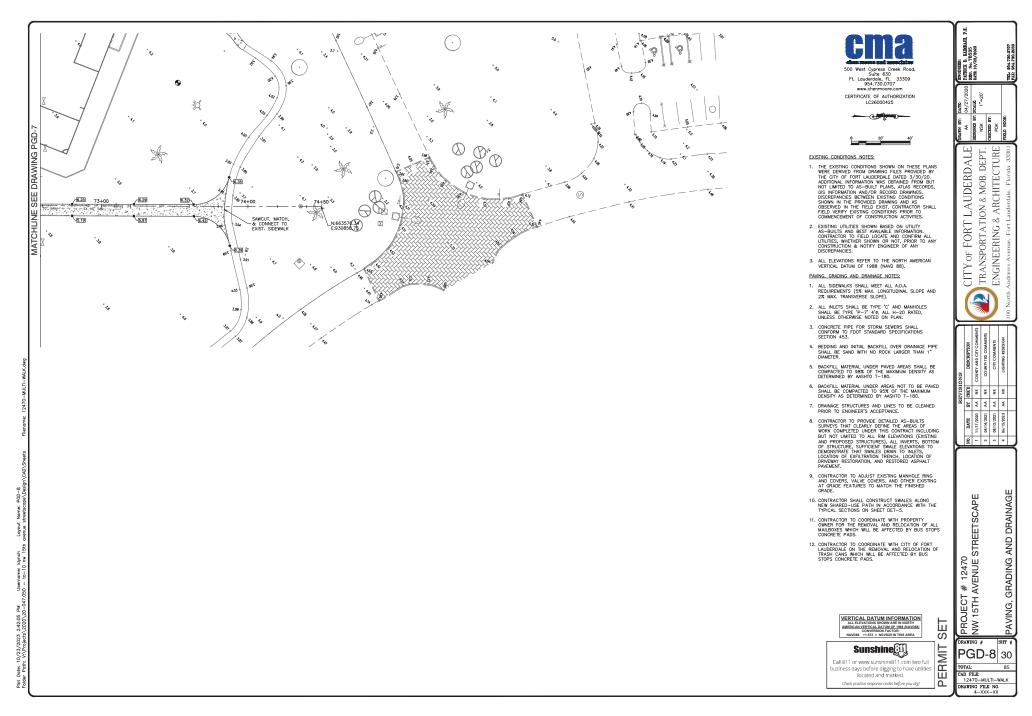












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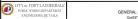
9-813-001, Mindy, Dates 15, 2013 GENERAL NOTES:

- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTIES AT ALL TIMES.
- REFER TO SPECIFICATION SECTION 01001 AND 01520 FOR DETAILED REQUIREMENTS FOR SEQUENCE OF CONSTRUCTION AND CONSTRUCTION CONSTRUINTS.
- SITE INFORMATION HAS BEEN PROVIDED BY SITE SURVEY PREPARED BY XXXX SURVEYING LLC DATED FERRUARY 2013
- RECORD DRAWINGS USED FOR EXISTING FEATURES: XXXXX. RECORD DRAWINGS MAY BE OBTAINED FROM THE OWNER UPON REQUEST
- CONTRACTOR SHALL VERIFY FIELD CONDITIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WOLVILL MATCH EXISTING, DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
- ALL PRACTICAL AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL AND/OR DAMAGE.
- THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION IS NOT GUARANTEED. THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
- UTLITES WAYE SEED PLOTTED FROM AVAILABLE SURVEY INFORMATION. IT IS THE CONTRACTORS RESPONSIBILITY TO MERET HERBE WASAUT LOCATION AND TO AVOID DAMAGE TO THEM THE RESPONSIBILITY TO MERET HERBE WASAUT LOCATION AND TO AVOID DAMAGE TO THE MERE CONTRACTOR SHALL CONTRACT SUNSHINE BIT AT PHONE NUMBER BY OR 1-800-452-477 OT REQUEST WIGERCROPHICAL UTLIFT LOCATION MARK-OUT AT LEAST TWO G) WORKING HOYS BUT NO MORE THAN DECREASED WITH TO CONTRACTOR SHALL ASSO CONTRACT AND REQUEST UTLIFT LOCATION MARK-OUT FROM BURBED CONTRACTOR SHALL ASSO CONTRACT AND REQUEST UTLIFT LOCATION MARK-OUT FROM BURBED WITH THE MERE AND THE THAT ARE NOT PARTICIPANTS OF SUNSHINE
- THE CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN OR AROUND EXISTING CITY-OWNED UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION WITHIN TEN FEET OF A CITY-OWNED UTILITY SO THAT A CITY REPRESENTATIVE MAINS PRESENT.
- 12. CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGE TO EXISTING PAVEMENT, STRUCTURES, AND UTILITIES THAT ARE NOT INDICATED TO BE DEMOLISHED OR REMOVED. ANY DAMAGE TO EXISTING PAVEMENT, STRUCTURES, AND UTILITIES NOT INDICATED TO BE DEMOLISHED OR REMOVED SHALL BI REPAIRED AT THE CONTRACTOR'S EXPENSE.
- WHERE PROPOSED WORK IS IN THE VICINITY OF UTILITY POLES, SUCH THAT SUPPORT OF THE POLE(S) WILL BE REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY OF THE WORK. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE UTILITY FOR SUPPORT OF THE POLE.

CONTRACTOR SHALL RESTORE EXISTING PAVEMENT AND PAVEMENT MARKINGS/SIGNAGE TO ORIGINAL PRE-CONSTRUCTION CONDITION OR AS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS THIS WORK SHALL BE CONSIDERED INCIDENTAL.

45. ALL CONSTRUCTION WITHIN FDOT R/W MUST CONFORM WITH FDOT SPECIFICATIONS, STANDARDS, AND PERMIT REQUIREMENTS. NO WORK SHALL COMMENCE WITHIN FOOT RW'S WITHOUT AN FOOT PERMIT. FULL LANGE WIDTH RESTORATION TO MATCH EXISTING PAVEMENT SECTION IS REQUIRED I ACCORDANCE WITH FOOT STANDARDS FOR PROPOSED WORK WITHIN FOOT RW. THE CONTRACTOR SHALL SUBMIT ALL REQUIRED SHOP DRAWINGS FOR CITY APPROVAL PRIOR TO ORDERING MATERIALS AND INSTALLATION.

47. EXISTING GAS MAINS SHALL BE IDENTIFIED BY THE APPROPRIATE UTILITY, PRIOR TO START OF CONSTRUCTION.



GNRL 001 GENERAL NOTES

- 14. DURING EXCAVATION AND PLACEMENT OF UTILITIES THE CONTRACTOR SHALL COMPLY WITH ALL
 APPLICABLE SAFETY REGULATIONS AND SHALL SUBMIT TO THE ENGINEER FOR APPROVAL SHEET
 PLING, SHORING ANDIOR BRACING DESIGNS AS MAY BE NECESSARY TO COMPLY WITH THESE
- GROUNDWATER FROM ALL DEWATERING OPERATIONS SHALL BE DISCHARGED TO AN ENVIRONMENTALLY ACCEPTABLE LOCATION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL DEBRIS GENERATED DURING THE PROJECT OFF SITE AT A PROPERLY PERMITTED DISPOSAL FACILITY.
- FOR REFERENCE MONUMENTS, SEE DRAWING (EX. CONDITIONS DWG # THAT SHOWS MONUMENTS)
- THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- THE LINGERGROUND CONTRACTOR SHALL IMMINEE THE WORK AREA AND WIGHTH OF TRENCHES TO WORD DISTURBANCES OF NATURAL VIGETATION. SPORE FROM TRENCHES SHALL BE PLACED OF CONTRACTOR SHALL BE PLACED OF RESTRICT OF THE PROPERTY OF TH
- 20. ALL RESTORATION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE RIGHT-OF-WAY WHERE THE PROJECT IS CONSTRUCTED
- ALL LOOP DETECTORS, COMMUNICATION CABLES AND CONDUITS, IF DAMAGED BY THE CONTRACTOR'S ACTIVITIES, SHALL BE REPAIRED AND/OR REPLACED IN ACCORDANCE WITH BCTED AND FOOT REQUIREMENTS.
- 22. PIPING, FITTINGS, AND APPURTENANCES FOR DUCTILE IRON PIPE SHALL BE RESTRAINED JOINT WHERE SHOWN ON THE PLANS.
- 23. RESILIENT SEATED GATE VALVES WITH BEVEL TYPE GEAR SHALL BE INSTALLED IN HORIZONTAL ORIENTATION WHEN LESS THAN 7-FEET OF COVER FROM TOP OF PIPE IS PRESENT
- NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTR BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITHOUT FIRST OBTAININ AND A CONSTRUCTION METER FROM THE CITY OF FORT LAUDERDALD.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING, MOVING AND RELOCATING OR REPLACING ALL WATER SERVICES OR SEWER LATERALS WHICH ARE ENCOUNTREED DURING EXCAVATION. THE CONTRACTOR SHALL SUBBRIT A WRITTEN PLAY FOR WATER SERVICE AND STEWATER SERVICE OF DISRUPTION FOR APPROVAL 7, (SEVEN) CALEDARD DAYS PROR TO THE ANTICIPATED DISRUPTION. THE CONTRACTOR SHALL DISTORY THE PROPERTY OWNERS 84 HOURS IN AUGMACE OF ANY WORK ON THEIR SERVICES. THIS WORK SHALL BE CONSIDERED INCIDENTAL
- THE CONTRACTOR MUST INFORM THE CITY AT LEAST 48-HOURS IN ADVANCE OF CONSTRUCTION. II THE CITY
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UTILITIES DEPARTMENT OF THE CITY OF FORT LAUDERDALE AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE TO COORDINATE ANY ACTIVITY TO BE PERFORMED BY THE CITYS UTILITIES DEPARTMENT.



THE AGENCY RESPONSIBLE FOR MANTENANCE OF THE TRAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWNED COUNTY TO BE SIGNED FOR THE STAFFIC SIGNALS AND RELATED EQUIPMENT IS BROWNED COUNTY TO BE SIGNAL OF THE SIGNAL OF THE

IF THERE ARE COPPER INTERCONNECT CABLE/S WITHIN YOUR PROJECT LIMITS OR WITHIN 1,500 FEET OF YOUR PROJECT LIMITS, CONTACT THE COMMUNICATIONS MANAGER AT TECOMMUNICATIONS BROWNARD ORG OR 954-847-2745.

IF THERE ARE FIRER OPTIC CABLE/S WITHIN YOUR PROJECT LIMITS OR WITHIN 1.500 FEET OF YOUR

4. IF THERE ARE CELLULAR COMMUNICATIONS WITHIN YOUR PROJECT LIMITS. CONTACT THE COMMUNICATIONS MANAGER AT TECOMMUNICATIONS@BROWARD.ORG OR 954-847-2745.

5. ALL BCTED COMMUNICATIONS CABLES/CONDUIT SHALL BE LOCATED A MINIMUM OF 48 HOURS IN

WHEN COMMUNICATIONS TO AN INTERSECTION MUST BE DISRUPTED BY A CONTRACTOR TO PERFORM WORK. THE CONTRACTOR SHALL PROVIDE TWO DAY ADVANCE NOTICE IN WITHINS TO THE BROWARD COUNTY TRAFFIC ENGINEERING DIVISION. THIS NOTIFICATION SHALL BE CONVEYED UN ELECTRONIC MAIL

(EMAIL) TO THE TRAFFIC SIGNAL TECHNICIAN III AT TECOMMUNICATIONS@BROWARD.ORG. NOTIFICATION SHALL INCLUDE CONTACT PERSON, TELEPHONE NUMBER, PURPOSE, LOCATION AND DURATION. THE DISRUPTION SHALL LAST FOR NO MORE THAN 3 CONSECUTIVE BUSINESS DAYS. WHERE POSSIBLE, THE DISRUPTION SHALL BE DURING OFF PEAK HOURS BEGINNING AT 9:00 AM AND ENDING AT 3:00 PM.

WHEN COMMUNICATIONS TO AN INTERSECTION MUST BE DISRUPTED BY A CONTRACTOR TO PERFORM

WHEN COMMUNICATIONS TO AN INTERSECTION MUST BE DISRUPTED BY A CONTRACTOR TO PERFORM WORK THE CONTRACTOR SHALL PROVIDE THO DAY A DAYLER ONTO EN WITHOUT TO THE BROWNED OF THE OWNER OF THE DAYLER OF THE DAYLER OF THE DAYLER OWNER OF THE DAYLER OWNER OWNER

PROJECT LIMITS, CONTACT THE COMMUNICATIONS MANAGER AT TECOMMUNICATIONS@BROWARD.ORG OR 954-847-2745.

VARD COUNTY TRAFFIC ENGINEERING DIVISION PROCEDURE FOR NOTIFICATION OF COMMUNICATION DISRUPTION COPPER INTERCONNECT CABLE NOTIFICATION CONTACT PERSON:

FIBER OPTIC CABLE NOTIFICATION CONTACT PERSON:

UTILITY OWNER CONTACT PERSON:

THE BROWARD COUNTY WEB SITE AT <u>WWW.BROWARD.ORG/TRAFFIC</u> UNDER PUBLICATIONS

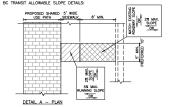
BROWARD COUNTY COMMUNICATION

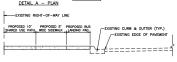
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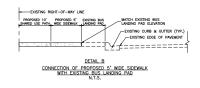
- 28. CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE EXISTING RIGHTS-OF-WAY
- ALL WORK WITHIN STATE DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH FDOT SPECIFICATIONS AND PERMIT REQUIREMENTS.
- ALL WORK WITHIN BROWARD COUNTY RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH THE BROWARD COUNTY MINIMUM STANDARDS AND/OR REQUIREMENTS.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
- CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLANS TO FDOT, CITY OF FORT LAUDERDALE, BROWARD COLUNTY AS REQUIRED FOR WORK TO BE DONE WITHIN THEIR RW PRIOR TO COMMENCEMENT OF WORK. SPECFIC AGENCY MOT REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL SUBMIT MOT PLANS FOR APPROVAL BY THE CITY WHEN WORKING WITHIN THE PUBLIC RIGHT-OF-WAY.
- 34 STATIONS SHOWN ON THE DRAWINGS ARE RASED ON THE ESTARI ISHED RASELINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.
- THE GENERAL INTENT IS TO PROVIDE SEWER SERVICE LATERALS FOR EACH PROPERTY. ALL LATERAL LOCATIONS SHALL BE FIELD ADJUSTED.
- 36. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- 37 TRENCHES OR HOLES NEAR WALKWAYS IN POADWAYS OR THEIR SHOULDERS SHALL NOT BE LEET OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION
- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINCLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- 39. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
- 40. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OF DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
- 41 LOCATION OF AIR RELEASE VALVES MAY BE FIELD AD ILISTED BY THE ENGINEER OR CITY OF FORT LAUDERDALE AS NECESSAR
- 42. CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITY CASTINGS INCLUDING VALVE BOXES, MANHOLES, HAND HOLES, PULL BOXES, INLETS AND SIMILAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERLAYED WITH ASPHALT.
- 43. EXISTING TRAFFIC SIGNS SHALL BE RESET UPON COMPLETION PER BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS. COST SHALL BE CONSIDERED INCIDENTAL. CONTRACTOR SHALL REPAIR OR REPLACE DAMAGED TRAFFIC SIGNAL LOOPS PER BROWARD COUNTY TRAFFIC ENGINEERING



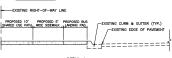
CITY OF FORT LAUDERDALE PROJECT #12470 NW 15TH AVENUE IMPROVEMENTS











CONNECTION OF PROPOSED 10' SHARED USE PATH TO PROPOSED
5' WIDTH SIDEWALK AND PROPOSED BUS LANDING PAD
N.T.S.



SCAPI STREET T # 12470 I AVENUE S JECT 15TH / PROJE NW 1

ACK D. KABIRA No: 78535 10/23/2023

A MS X M

CITY OF FORT LAUDERDALE

TRANSPORTATION & MOB. DEPT.
ENGINEERING & ARCHITECTURE
In Andrews Avenue, Fort Lauderdale, Florida 33301

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500 West Cypress Creek Road Suite 630 Ft. Lauderdale, FL 33309 954,730,0707

CERTIFICATE OF AUTHORIZATION

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ERMIT Д.

Sunshine Call 811 or www.sunshine811.com two full ousiness days before digging to have utilities Incated and marked

DRAWING # DET-1 31 TOTAL: CAD FILE: 12470-MULTI-DETL DRAWING FILE NO

SHT #

CAMP25909128 Exhibit 1 Page 59 of 90

Check positive response codes before you die.

CITY OF FORT LAUDERDA PUBLIC WORKS DEPARTMENT

SHEET 4

GNRL 001

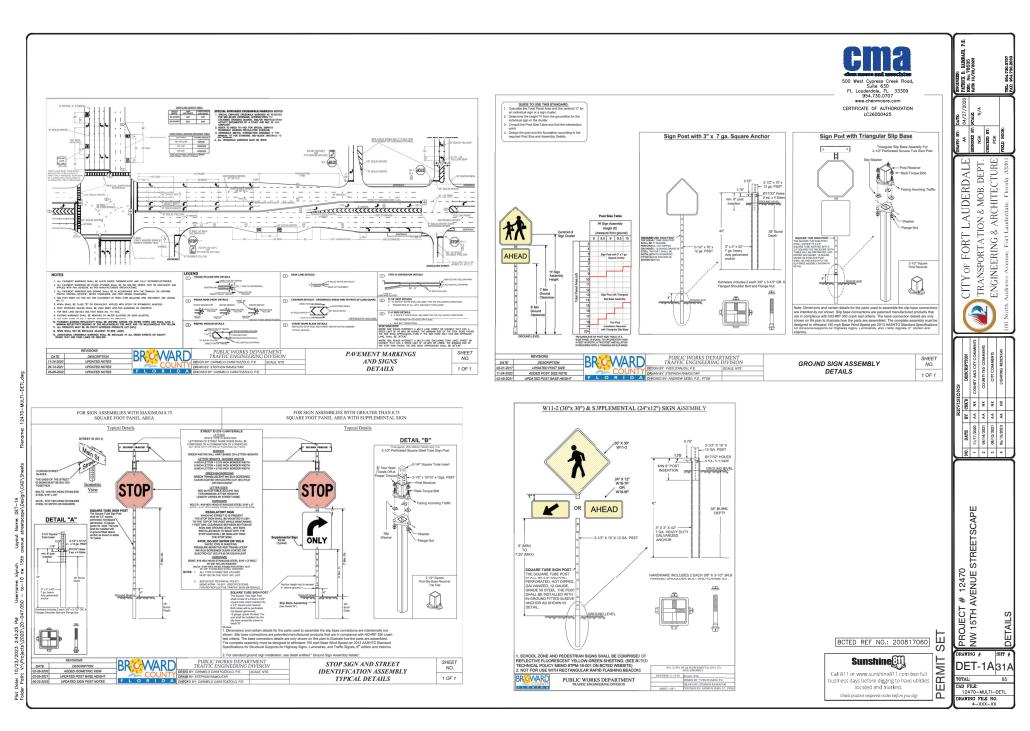
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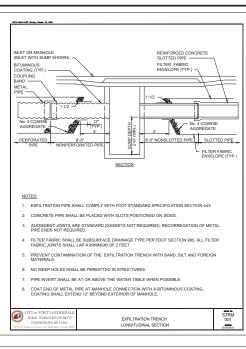
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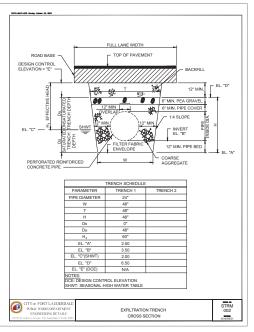
BROWARD COUNTY COMMUNICATION NOTES

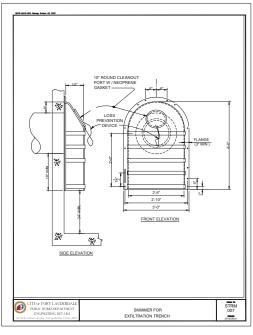
INTERCONNECT COMMUNICATIONS CABLES - (ROBERT BLOUNT) BROWARD COUNTY TRAFFIC ENGINEERING DIVISION (BCTED) 954-847-2745 GNRL 006

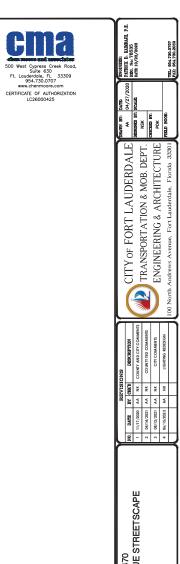
DETAIL A

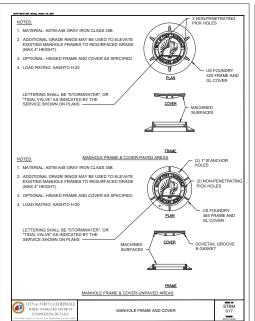


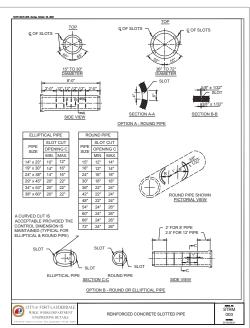


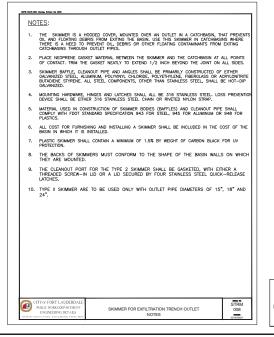


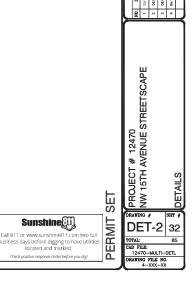


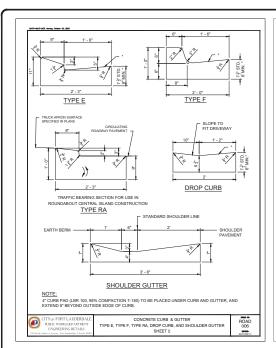


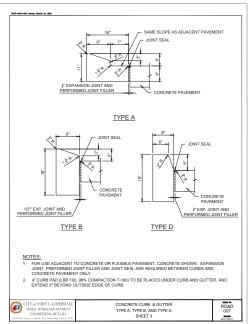


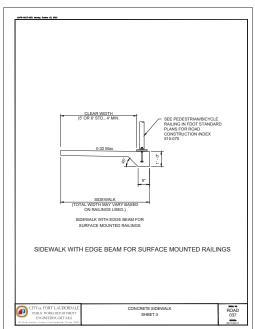




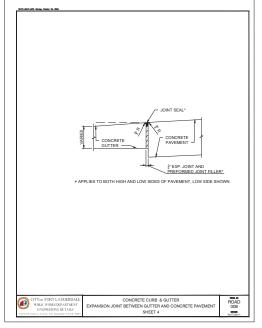




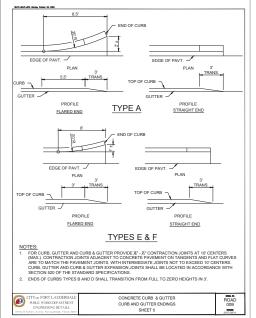


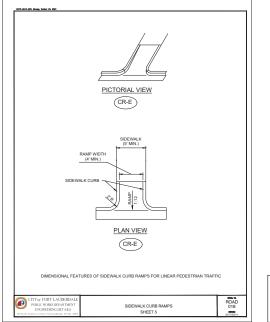


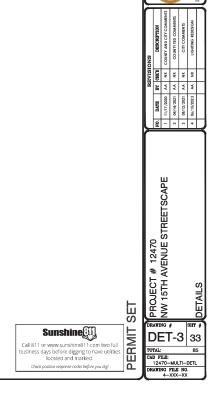


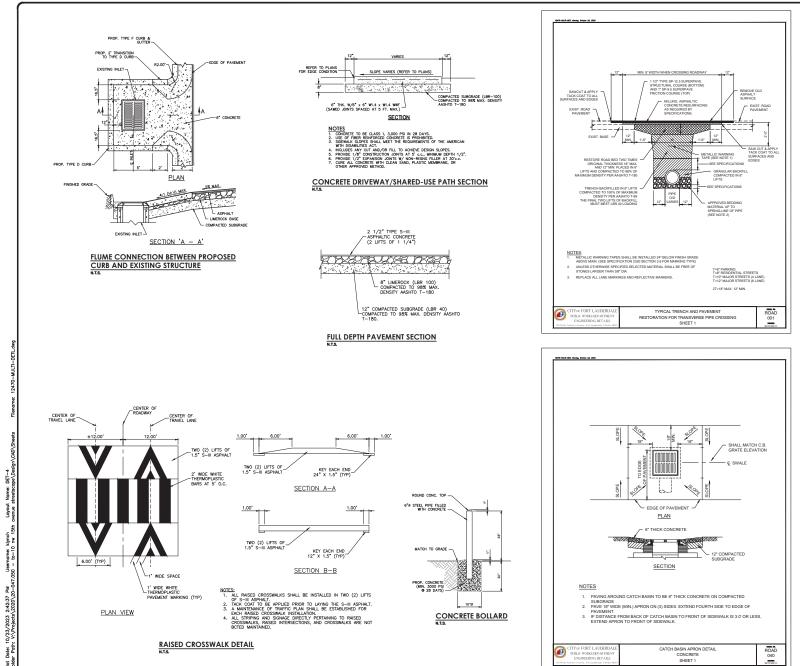


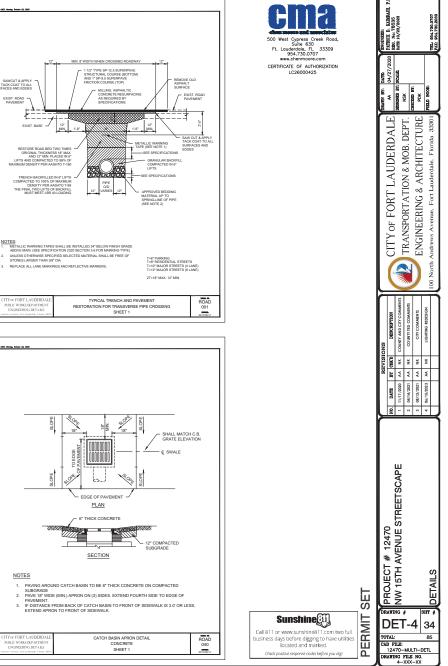
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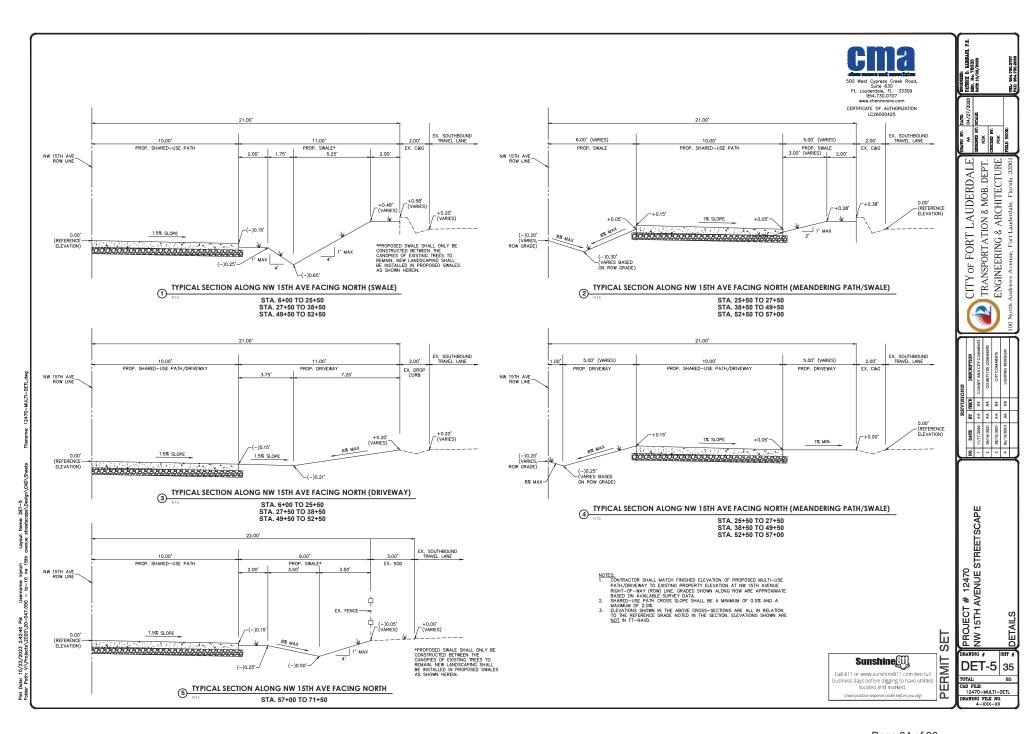




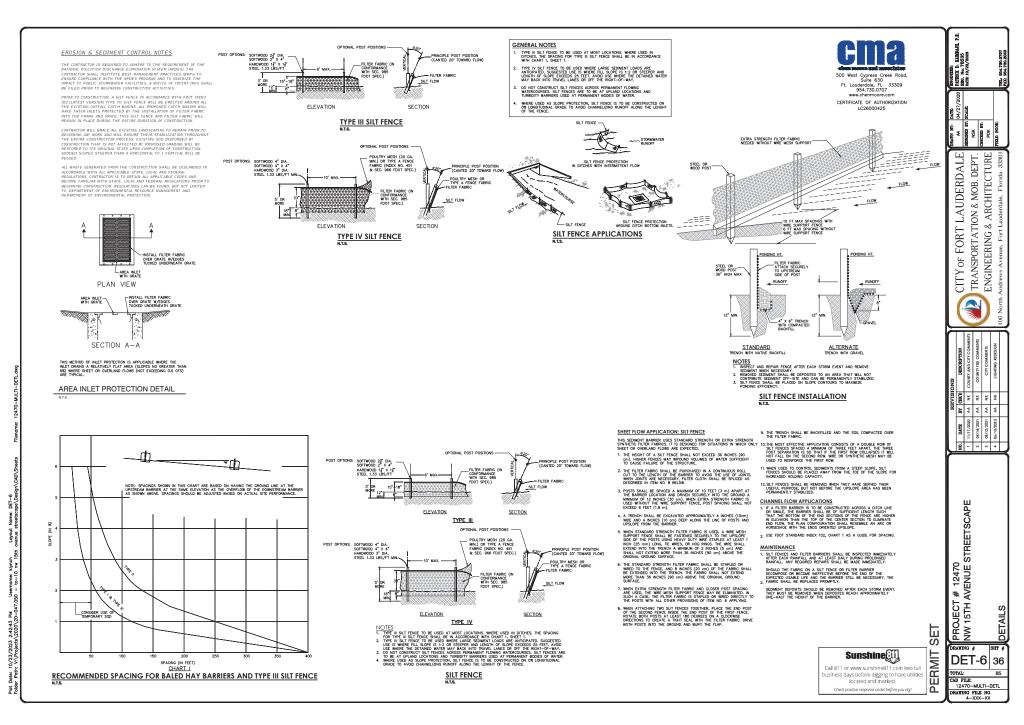


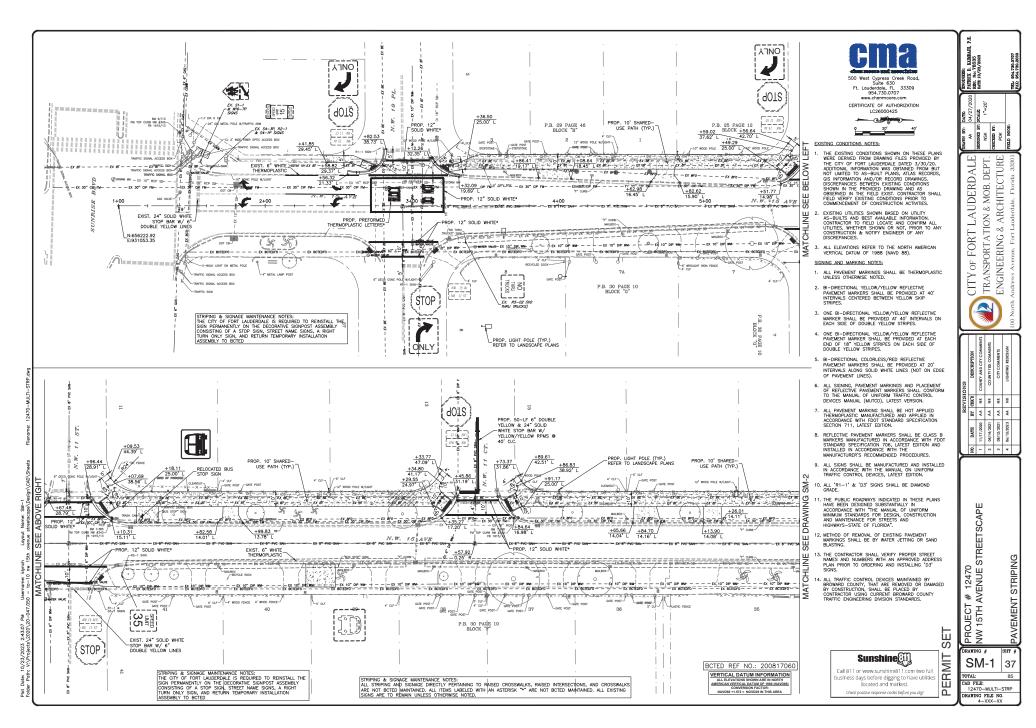


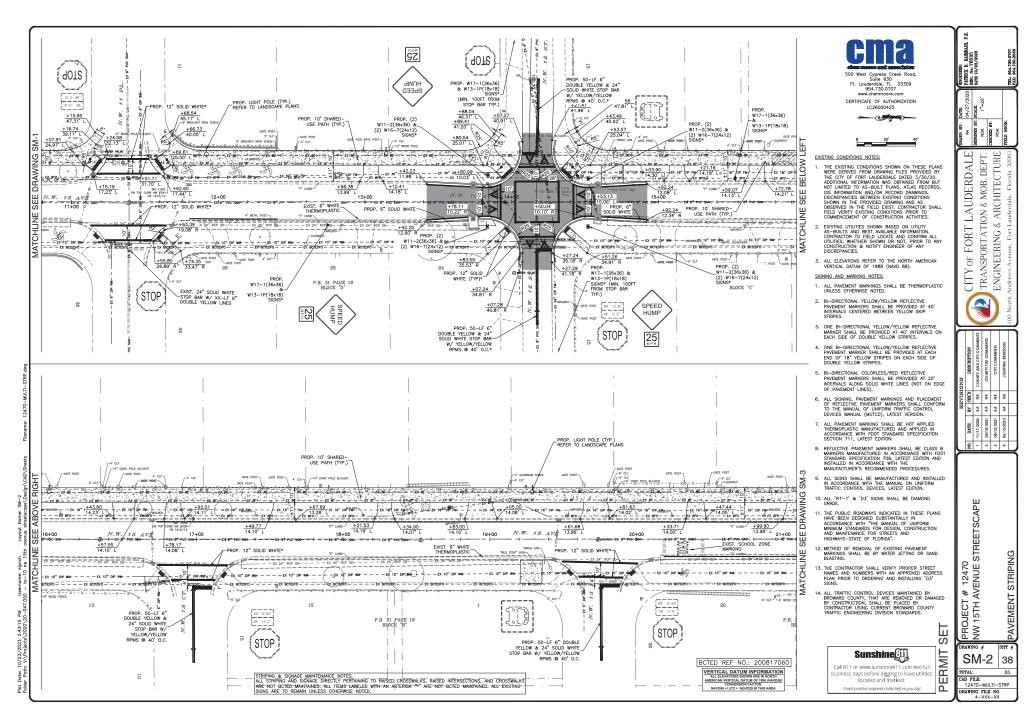


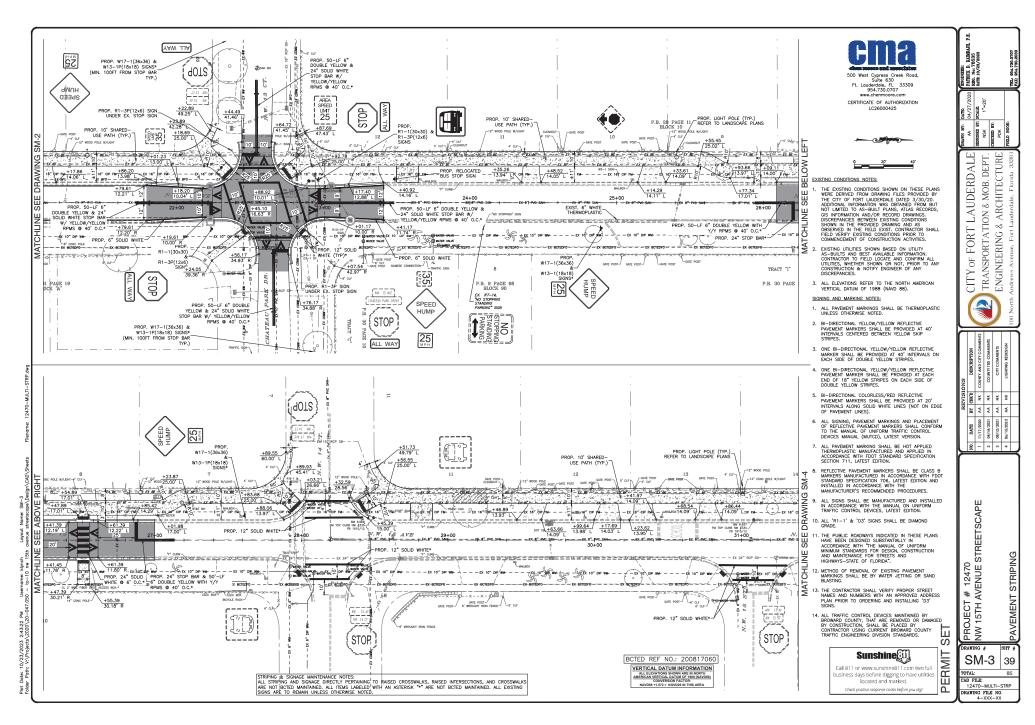


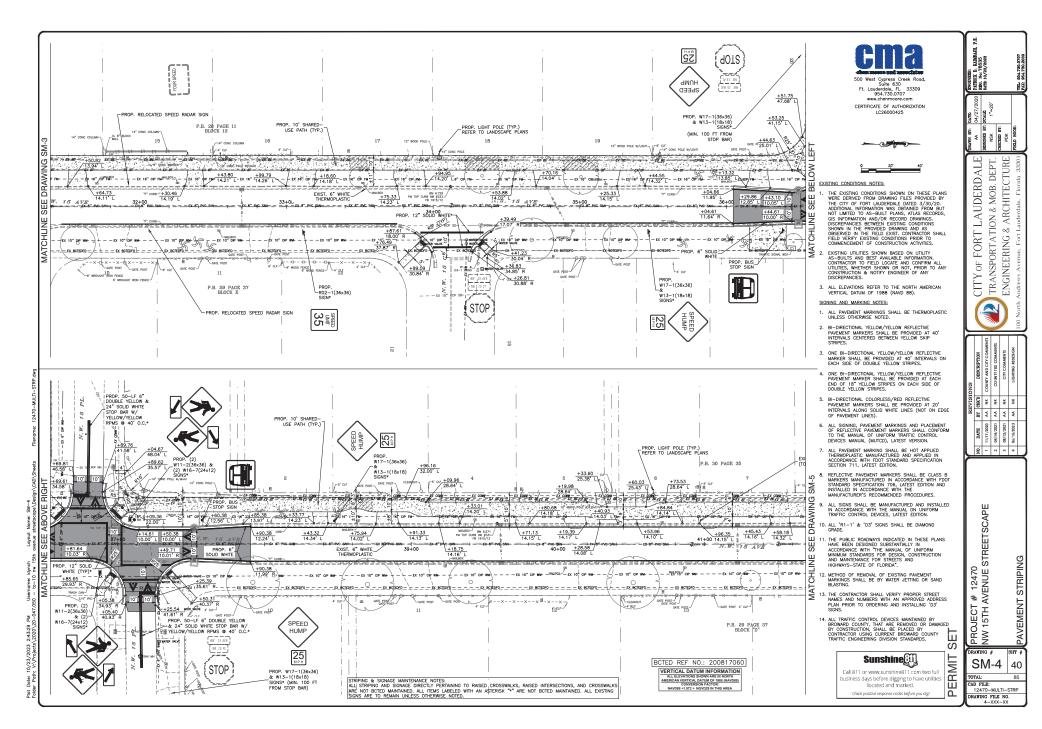
CAM 2540128 Exhibit 1 Page 64 of 90

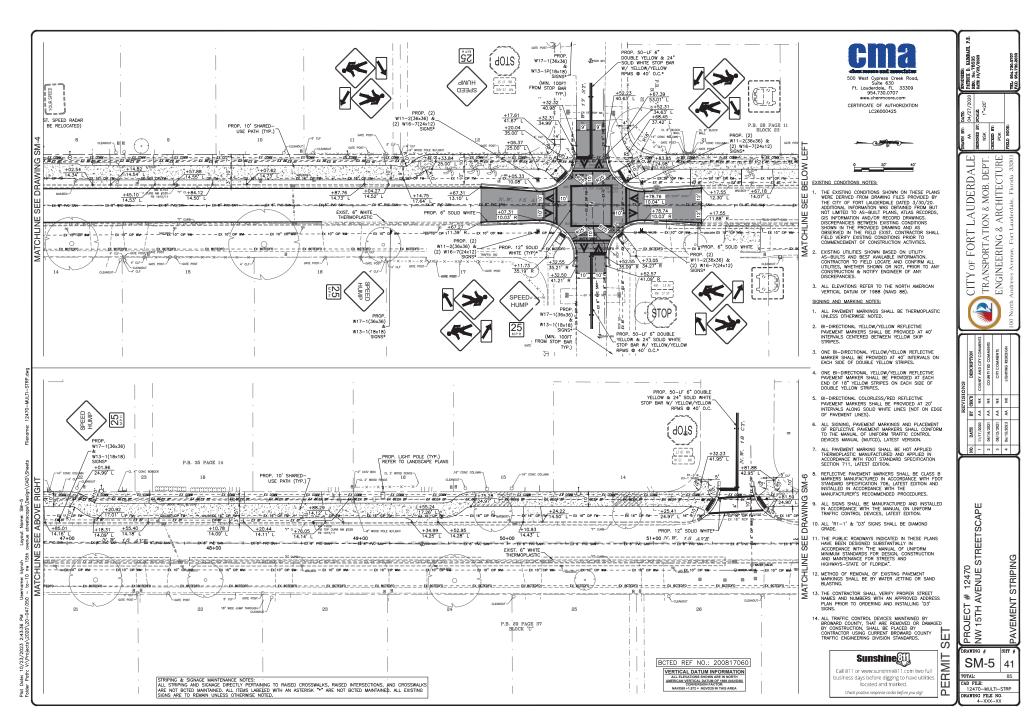


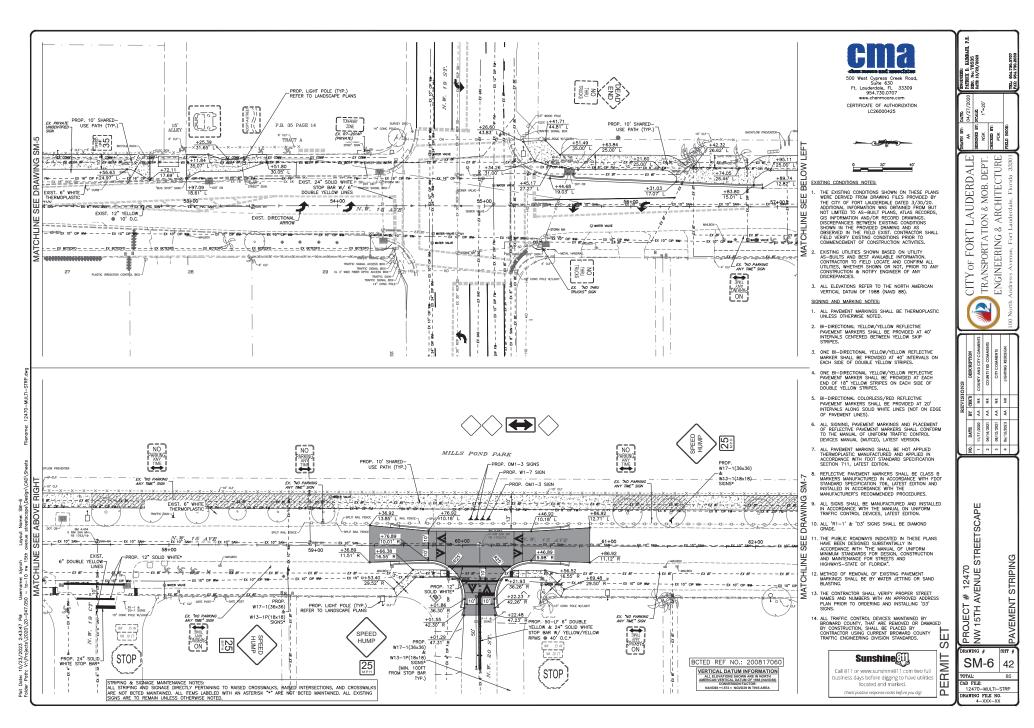


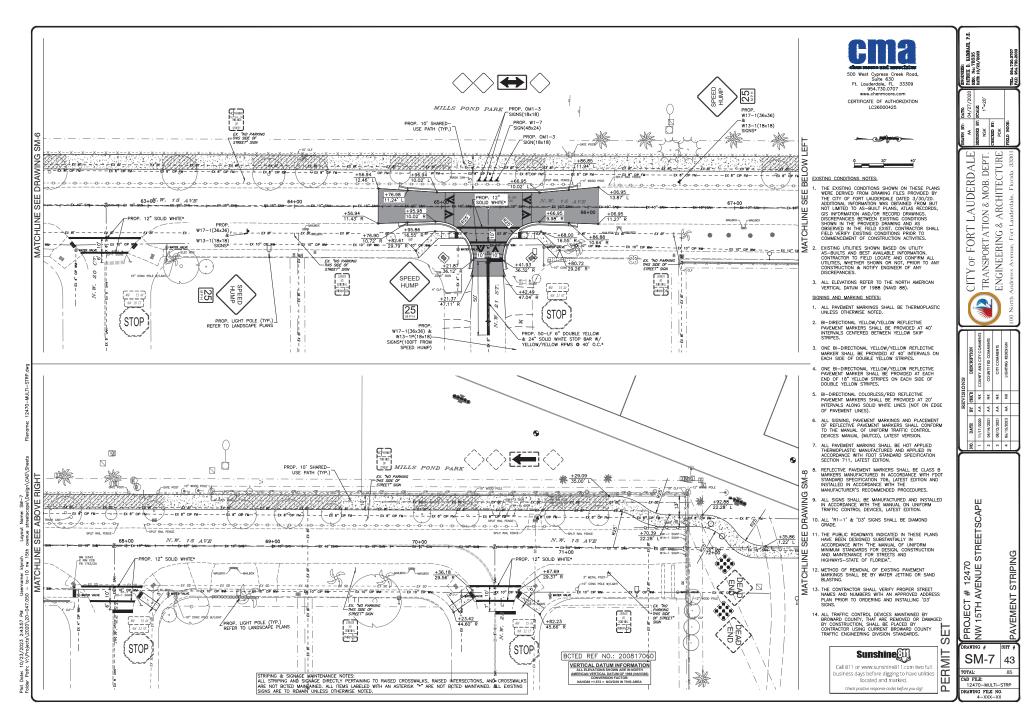


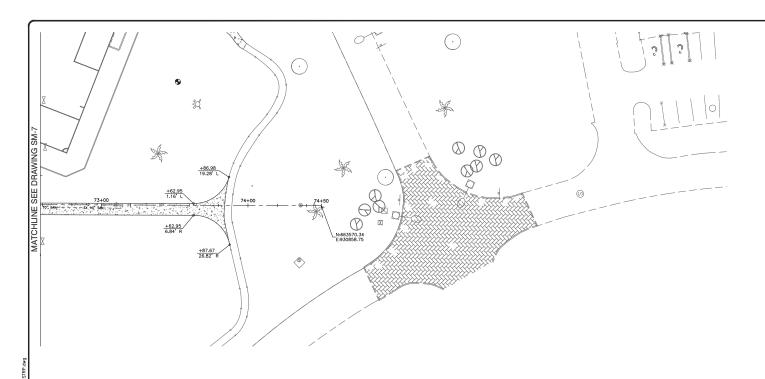












	PROPOSED SIGN DIMENSION CHART				
ı	MUTCD NO.	SIGN TYPE	SIZE		
RS-031		BUS STOP	18" X 18"		
	W11-2	PEDESTRIAN CROSSING	30" X 30"		
	W16-7	DOWNWARD DIAGONAL ARROW	24" x 12"		
W17-1		SPEED HUMP	30" X 30"		
ı	W13-1P	ADVISORY SPEED	18" X 18"		
R1-1		STOP SIGN	30" X 30"		
ı	R1-3P	ALL WAY PLAQUE	18" X 6"		
	OM1-3	SIGN TYPE	24" X 24"		
	W1-7	TWO DIRECTION ARROW	48" X 24"		

BCTED REF NO.: 200817060 VERTICAL DATUM INFORMATION ALL ELEVATIONS SHOWN ARE IN TOUTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 CONVERSION FACTOR: NAVD88 +1.572 = NGVD29 IN THIS AREA

500 West Cypress Creek Road Suite 630 Ft. Lauderdale, FL 33309 954.730.0707 www.chenmoore.com

CERTIFICATE OF AUTHORIZATION



EXISTING CONDITIONS NOTES:

- LASTING COMMINGS AND THESE PLANS WERE DERVICE OF THE DEATH OF THE DEAT
- EXISTING UTILITIES SHOWN BASED ON UTILITY AS—BUILTS AND BEST AVAILABLE INFORMATION. CONTRACTOR TO FIELD LOCATE AND CONFIRM ALL UTILITIES, WHETHER SHOWN OR NOT, PRIOR TO ANY DISCREPANCIES.
- ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE PAYEMENT MARKERS SHALL BE PROVIDED AT 40' INTERVALS CENTERED BETWEEN YELLOW SKIP STRIPES.
- ONE BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE MARKER SHALL BE PROVIDED AT 40' INTERVALS ON EACH SIDE OF DOUBLE YELLOW STRIPES.
- ONE BI-DIRECTIONAL YELLOW/YELLOW REFLECTIVE PAVEMENT MARKER SHALL BE PROVIDED AT EACH END OF 18" YELLOW STRIPES ON EACH SIDE OF DOUBLE YELLOW STRIPES.
- 5. BI-DIRECTIONAL COLORLESS/RED REFLECTIVE PAVEMENT MARKERS SHALL BE PROVIDED AT 20' INTERVALS ALONG SOLID WHITE LINES (NOT ON EDGE OF PAVEMENT LINES).
- 6. ALL SIGNING, PAVEMENT MARKINGS AND PLACEMENT OF REFLECTIVE PAVEMENT MARKERS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES MANUAL (MUTCD), LATEST VERSION.
- ALL PAVEMENT MARKING SHALL BE HOT APPLIED THERMOPLASTIC MANUFACTURED AND APPLIED IN ACCORDANCE WITH FOOT STANDARD SPECIFICATION SECTION 711, LATEST EDITION.
- 8. REFLECTIVE PAVEMENT MARKERS SHALL BE CLASS B MARKERS MANUFACTURED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 706, LATEST EDITION AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PROCEDURES.
- ALL SIGNS SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- ALL 'R1-1' & 'D3' SIGNS SHALL BE DIAMOND GRADE.
- 11. THE PUBLIC ROADWAYS INDICATED IN THESE PLANS HAVE BEEN DESIGNED SUBSTANTALLY IN ACCORDANCE WITH "THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS—STATE OF FLORIDA".
- 12. METHOD OF REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE BY WATER JETTING OR SAND BLASTING.
- 13. THE CONTRACTOR SHALL VERIFY PROPER STREET NAMES AND NUMBERS WITH AN APPROVED ADDRESS PLAN PRIOR TO ORDERING AND INSTALLING 'D3' SIGNS.
- 14. ALL TRAFFIC CONTROL DEVICES MAINTAINED BY BROWARD COUNTY, THAT ARE REMOVED OR DAMAGED BY CONTRACTOR USING CURRENT BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.



Call 811 or www.sunshine811.com two full ousiness days before digging to have utilities located and marked.

Check positive response codes before you dig

PROJECT # 12470 NW 15TH AVENUE 8 Ш \overline{S} RAWING # SHT # PERMIT SM-8 44 TOTAL CAD FILE: 12470-MULTI-STRP DRAWING FILE NO. 4-XXX-XX

STREETSCAP

STRIPING

CITY OF FORT LAUDERDALE TRANSPORTATION & MOB. DEPT.

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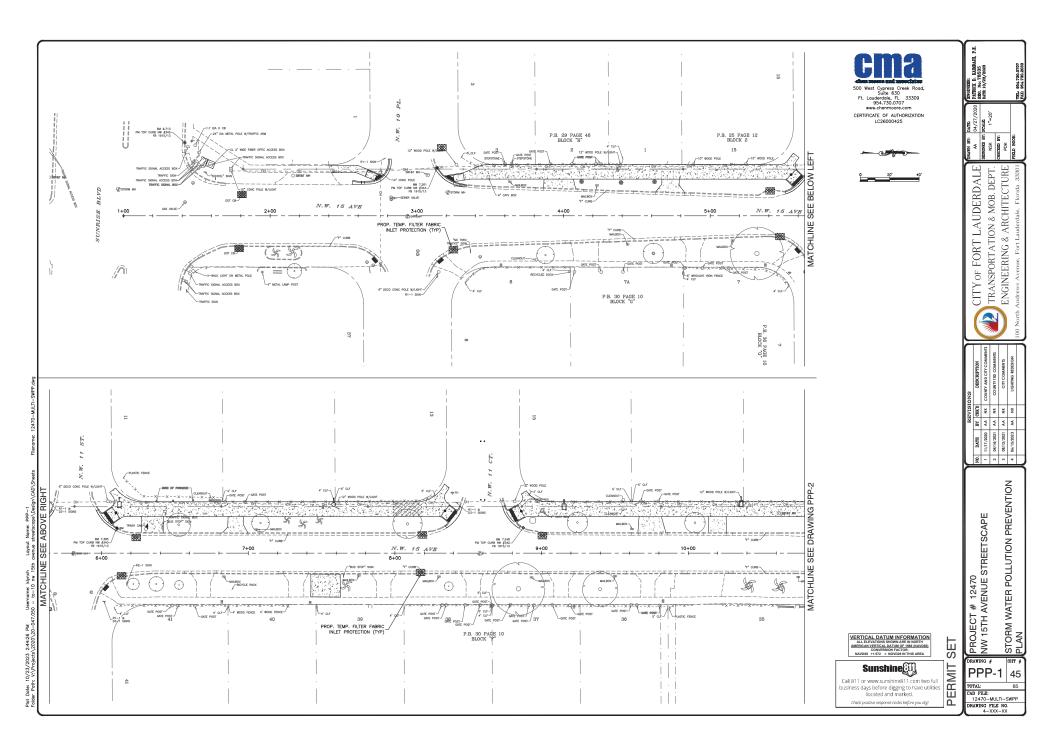
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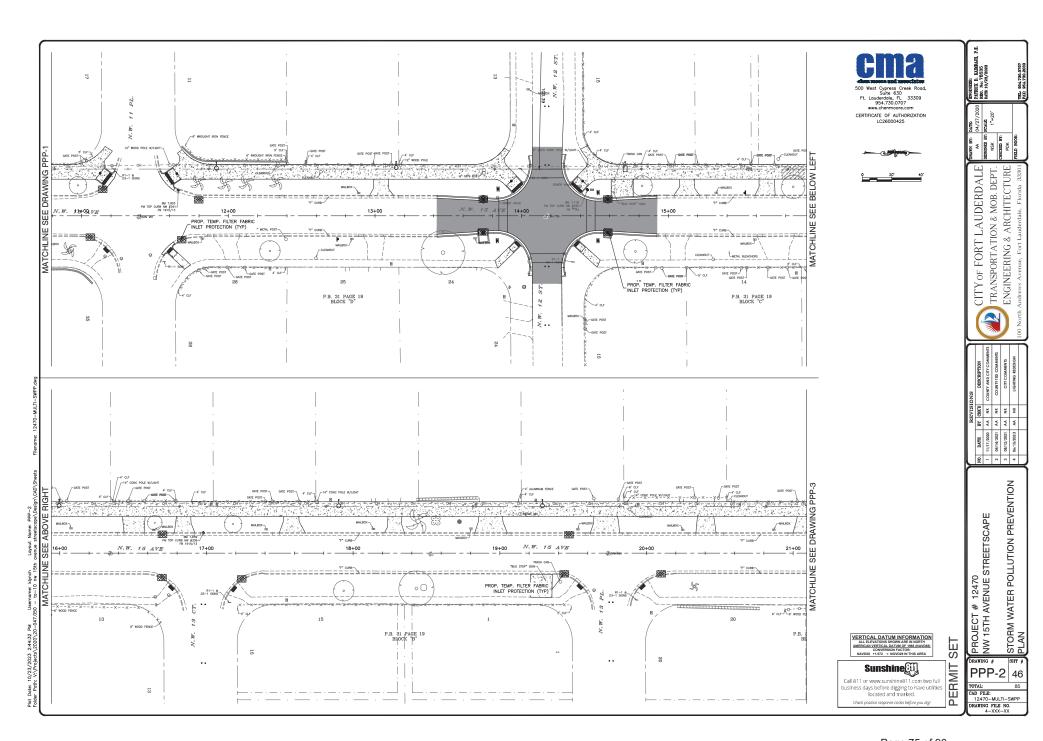
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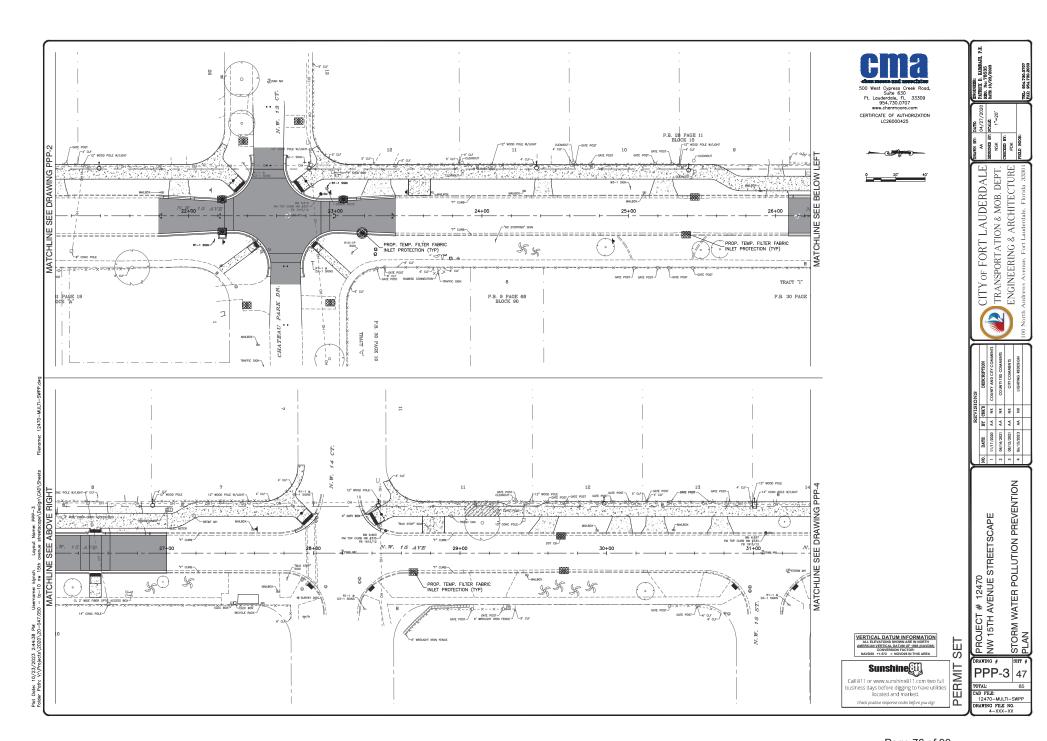
CAMP25309128 Exhibit 1 Page 73 of 90

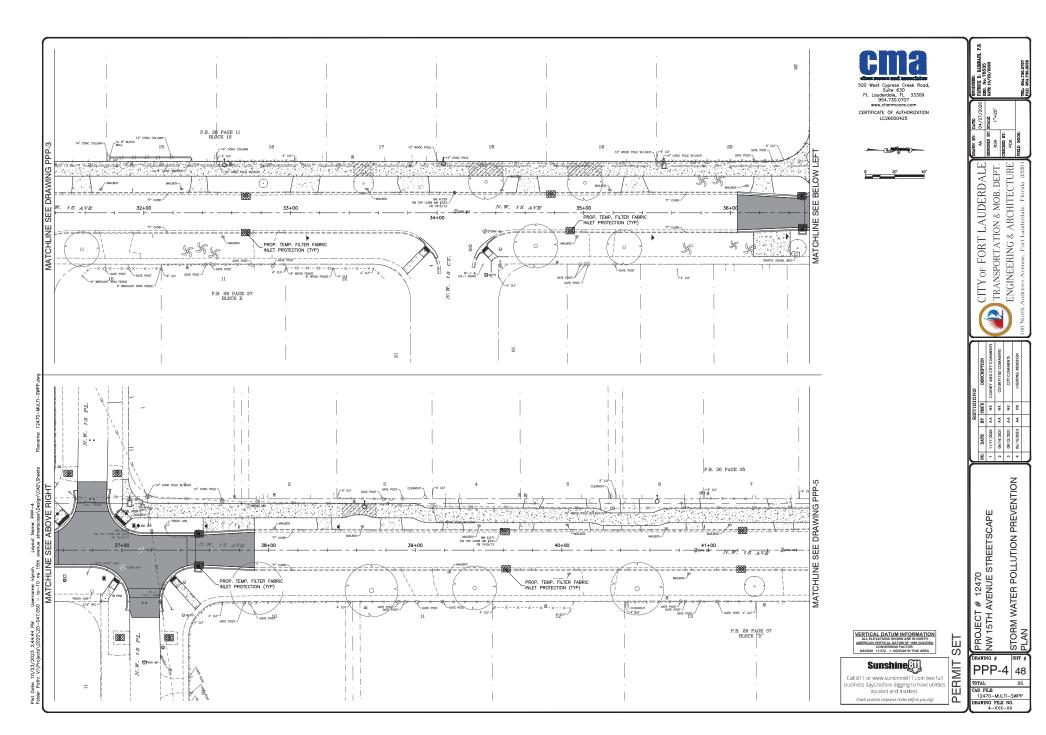
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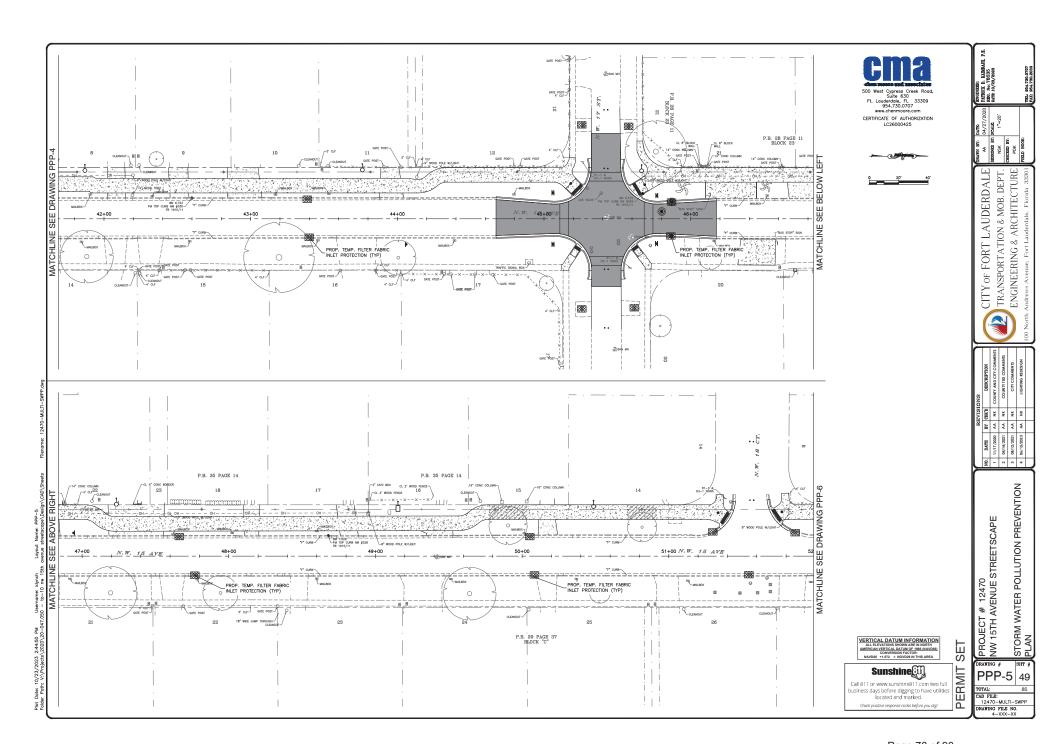
ALL STREPING AD SIGNAGE DIFFECTLY PERTAINING TO RAISED CROSSWALKS, RAISED INTERSECTIONS, AND CROSSWALKS
ARE NOT BOTED MANTAINED. ALL ITEMS LABELED WITH AN ASTERISK *** ARE NOT BOTED MANTAINED. ALL EXISTING
SIGNS ARE TO REMAIN UNLESS OTHERWISE NOTED.

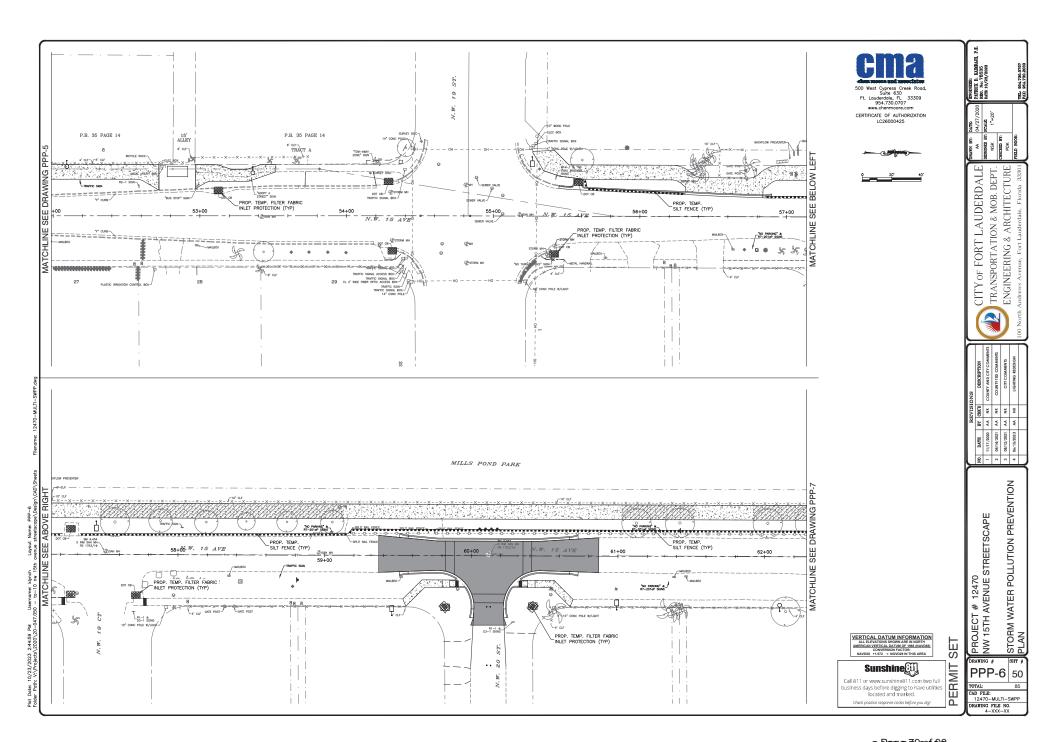


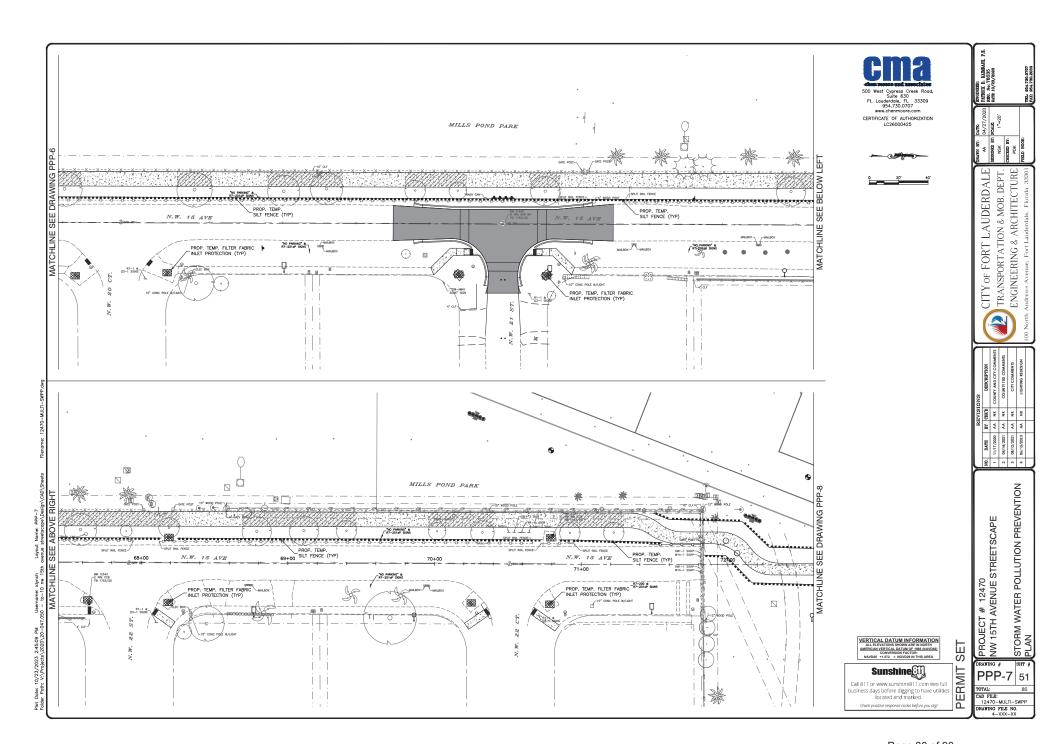












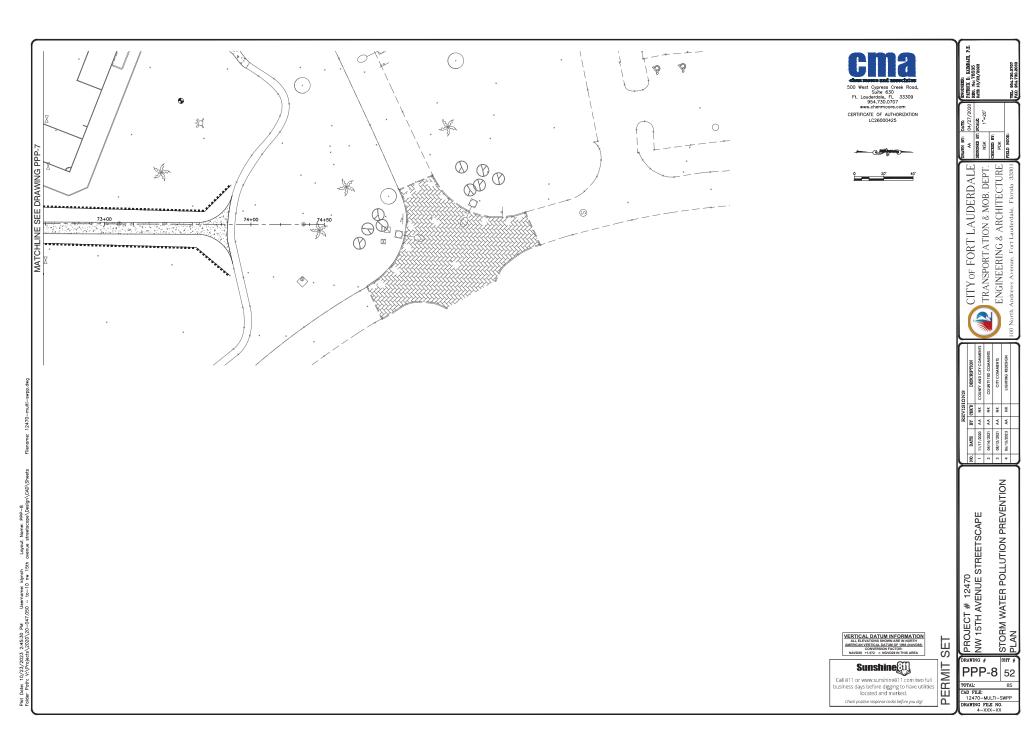


EXHIBIT B Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ⊠ For CEI Consultants: All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing in appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☑ For Construction Contractor: Pay Application documents consistent with AIA Document G702 and G703.

Funding Parameters: The checked expenses are <u>ineligible</u> for funding under this Agreement:

- ☐ Costs incurred by Municipality prior to the execution of this Agreement
- ☑ Costs incurred after the expiration of this Agreement
- ☑ Costs that are not expressly permitted in Exhibit A or B
- ⊠ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☑ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☑ Audit costs incurred by Municipality
- ☑ Legal and accounting fees and expenses
- ☑ Costs for operation, support, or maintenance of the Project
- ☑ Interest expenses incurred by Municipality
- Municipality's staff or other personnel costs in directly performing the Project

Quarterly Draws in Advance of Expenditures

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase ("Application for Funding"). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant/Contractor); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

Deliverable/Phase Description	Maximum Not-To- Exceed Amount
Deliverables 1-2: Execution of ILA, Bidding, and Award, Notice to Proceed Issued	\$703,201.25
Deliverable 3-5: Notice to Proceed	\$703,201.25
Deliverable 6-8: 30% - 60% Completion	\$703,201.25
Deliverable 9-10: Substantial Completion Final Project Completion	\$703,201.25
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$2,812,805.00

EXHIBIT C Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received	\$	\$	\$
	(Total lines 6 + 7)			

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended	\$	\$	\$
	(Total lines 9 + 10)			

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials (complete for each of Contractor and Consultant)

, , ,	
Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by Days
		☐ Behind by Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- **A.** [To be provided by the PMO as applicable]
- **B.** [To be provided by the PMO as applicable]

MAP PMO Project Status Report Template

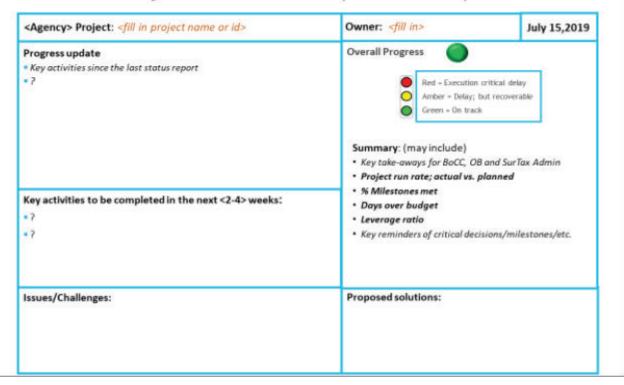


EXHIBIT D Form Contracts

Surtax-Funded Projects Form Construction Contract:

RESOLUTION NO. 23-250

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: NW 15TH AVE COMPLETE STREETS ROADWAY IMPROVEMENTS (FORT-122/162), AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax to fund statutorily-permissible transportation expenditures; and

WHEREAS, the NW 15th Ave Complete Streets Roadway Improvements (FORT-122/162) project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners;

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

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves an Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: NW 15th Ave Complete Streets Roadway Improvements (FORT-122/162) ("Interlocal Agreement") in substantially the form attached to City Commission Agenda Memo #23-0106, and authorizes the Mayor and the City Manager to execute the Interlocal Agreement.

SECTION 2. That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this 7th day of November, 2023

Mayor DEAN J. TRANTALIS

23-250

RESOLUTION NO. 23-250

PAGE 2

ATTEST:

City Clerk

DAVID R. SOLOMAN

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

THOMAS J. ANSBRO

Dean J. Trantalis

Yea

John C. Herbst

Yea

Steven Glassman

Yea

Pamela Beasley-Pittman Yea

Warren Sturman

Yea