P(5) ✓ 3/12/13 (L)

DOCUMENT ROUTING FORM

✓ 4/15/13 Processed original

NAME OF DOCUMENT: **FDOT CONSTRUCTION AGREEMENT FOR EAST LAS OLAS BLVD PEDESTRIAN RAILING IMPROVEMENTS P11834**

Approved Comm. Mtg. on **FEBRUARY 19, 2013** **CAM #13-0238** ITEM: **R-1**

Routing Origin: ☒ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER _____

Also attached: ☒ copy of CAR ☒ copy of document ☐ ACM Form ☒ 3 originals

By: LB (Initials) forwarded to: **MARYANN JOHNSTON, PUBLIC WORKS ENGINEERING**

1.) Approved as to Content: AHDC4
Department Director

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

Please Check the proper box: CIP FUNDED ☐ YES ☑ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [signature] Date: 3.6.13
Finance Director

Amount Required by Contract/Agreement $ -0- Funding Source: N/A

Dept./Div. PBS/ENG Index/Sub-object N/A Project # P11834

3.) City Attorney's Office: Approved as to Form:# 4 Originals of each to City Mgr. By: CARRIE SARVER

Carrie Sarver CS

4.) Approved as to content: Assistant City Manager:

By: _____
Stanley Hawthorne, Assistant City Manager

By: _____ '13 MAR 8 PM 12:21
Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward 4 originals to Clerk.

6.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

7.) City Clerk: forwards **4** original documents to:

MARYANN JOHNSTON, PUBLIC WORKS ENGINEERING

☐ Copy of document to _____ ☒ **Original Route form to Linda Blanco, CAO**

☒ Attach 5 certified copies of Reso. # 13-28 ☐ Fill-in date

3/12

L:\A-LMB\FORMS\ROUTE FORMS\FDOT CONST AGMT.doc

NOCHA

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AGREEMENT
2012C-491-0010

APPLICANT

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

WITNESSETH:

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

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

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR 842 Section 86050 Subsection 000 from Begin MP 0.626 to End MP 1.659 Local Name Las Olas Boulvard located in Broward County (hereinafter referred to as the "Project"); and

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

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

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

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

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

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A and 00/100 Dollars ($ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A and 00/100 Dollars ($ 0.00) for property damage, or a combined coverage of not less than N/A and 00/100 Dollars ($ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall

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provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

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

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

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

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

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

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

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

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

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

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

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

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Construction Coordinator to perform work pursuant to the contract with the Department.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Hardeep Anand, P.E Title Deputy Public Works Director - Engineering Office No. 954-828-5240 Cell _____
Email hanand@fortlauderdale.gov

Name Alex Scheffer, P.E. Title Project Manager II
Office No. 954-828-5651 Cell 954-240-3230 Email ascheffer@fortlauderdale.gov

Mail Address 100 N. Andrews Avenue, Fort Lauderdale, FL 33301

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

CONSTRUCTION COORDINATOR

By: _____ (Signature)
Hardeep Anand, P.E. (Print Name)
Deputy Public Works Director – Engineering (Title)
_____ (Date)

- See additional City signatures on next page -

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)
Maria Connolly, P.E. (Print Name)
District Maintenance Engineer (Title)
3/27/2013 (Date)

Legal Review: _____

Maria Connolly, P.E.
District Maintenance Engineer

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

CITY:
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____ FOR 3/11/2013
LEE R. FELDMAN, City Manager Date

(CORPORATE SEAL)

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER
Assistant City Attorney

2012C-491-0010

EXHIBIT A

I. SCOPE OF SERVICES

This project consists of modifications to existing pedestrian railings along East Las Olas Boulevard from S.E. 16th Avenue to west of Intracoastal Waterway Bridge, in Broward County Florida. Project will begin at Station 69+70 to Station 104+00 from Centerline Construction of SR-842.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the "SR 842 Pedestrian Railing Improvements Project plans prepared by Maverick K. Marshall, P.E., Bid Set and dated 09/09/2012. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION

- ☐ **During construction, highest priority should be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.**

- ☐ **If any Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) is in conflict, it is the responsibility of the Construction Coordinator to locate and avoid damage to these sites. If any PTMS and or TTMS sites are damaged during construction, the complete restoration and repairs will be the responsibility of the applicant. If a PTMS or TTMS site is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be notified immediately at (954) 777-4601.**

- ☐ **The D.O.T. right-of-way cannot be utilized for staging, storage or mobilization of equipment, supplies and/or vehicles used to perform work for on-site (non-FDOT right-of-way) construction.**

- ☐ **A copy of this Construction Agreement and plan will be on the job site at all times during the construction of this facility.**

- ☐ **This Construction Agreement is valid only for work proposed within the D.O.T. right-of-way. Contact Mr. David Moore at 954-978-9558 to schedule a pre-construction conference. Certification acceptance and final approval is contingent upon conformity of all work done according to this Construction Agreement.**

- ☐ **Construction Coordinator is cautioned that utilities may be located within the construction area.**

- ☐ **Validity of this Construction Agreement is contingent upon Coordinator obtaining necessary permits from all other agencies involved.**

- ☐ **Before beginning any work the signal maintaining agency must be notified to establish the location of any signal loops, wires, system communications, etc.**

- ☐ **In the event that a Florida Department of Transportation (FDOT) light pole has to be relocated, the Coordinator is required to identify and coordinate with the maintaining agency prior to**

commencement of construction. Prior to Final Acceptance, FDOT and the maintaining agency of the light pole will need to sign off on the final inspection.

- ☐ **All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Coordinator's sole expense.**

- ☐ **Contain all erosion and sedimentation on-site and prevent its entry into the state road storm sewer system. The Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.**

- ☐ **Give Special attention to MOT note instructing that the local media shall be contacted a week prior to any lane closures on the state road system if it will occur during peak hours or over the span of more than one day. Contact Barbara Kelleher, FDOT Public Information Office at 954-777-4090 for guidance on who to contact. Provide a copy of the press release to:**

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

IV. MODIFICATIONS TO BASIC AGREEMENT

A. The 4th "Whereas" and section 8 shall be modified as follows: The following items shall be considered the property of the CONSTRUCTION COORDINATOR: Pedestrian Railing and additional signage along East Las Olas Boulevard from S.E. 16th Avenue to Sunset Drive.
B. The DEPARMENT and the CITY MANAGER of the CONSTRUCTION COORDINATOR may extend the completion date, if mutually agreed to in writing.
C. The following shall be added: Nothing in this agreement shall be interpreted as waiving the CONSTRUCTION COORDINATOR'S sovereign immunity protection as set forth in Section 768.28, Florida Statutes.
D. Section 23: The following agreement(s) shall be excepted out of section 23 and shall continue to apply:

Date of Agreement/ other Document	Title of Document	Brief description of agreement	FM# / Contract #
November 7, 2001	Maintenance Memorandum of Agreement	Highway Beautification Grant	AL 102
March 10, 1995	Joint Participation Agreement	Highway Landscaping MMOA	4110875

2012C-491-0010

CERTIFICATION
I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.
WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 12 day of MARCH, 20 13
City Clerk

RESOLUTION NO. 13-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION RELATIVE TO THE EAST LAS OLAS BOULEVARD PEDESTRIAN RAILING IMPROVEMENTS PROJECT; PROVIDING FOR THE REPEAL OF RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation requires execution of a Construction Agreement to allow City of Fort Lauderdale ("City") to upgrade the pedestrian railings and add additional signage along East Las Olas Boulevard from SE 16th Avenue to Sunset Drive; and

WHEREAS, this project will improve the appearance and provide additional signage to the aforementioned section of the City; and

WHEREAS, the City will be responsible for all aspects of the project, including all costs incurred thereof; and

WHEREAS, the City wishes to enter into a Construction Agreement with FDOT for the purpose of upgrading railings and providing additional signage along East Las Olas Boulevard from SE 16th Avenue to Sunset Drive;

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

SECTION 1. That the proper City officials are hereby authorized to execute the Construction Agreement with Florida Department of Transportation in connection with the East Las Olas Boulevard pedestrian railing improvements project and authorize the City Manager to extend the completion date, if mutually agreed to in writing by both parties.

SECTION 2. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

SECTION 3. That any Resolutions, or parts thereof, in conflict herewith are hereby repealed.

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

ADOPTED this the 19th day of February, 2013.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JONDA K. JOSEPH

L:\COMM2013\Resos\February 19\13-28.doc

Williams, Stan 2012C-491-0010

From: Oaikhena, Henry
Sent: Thursday, February 28, 2013 12:38 PM
To: Williams, Stan; Alian, Morteza; Alex Scheffer
Cc: Mike Fayyaz; Le, Thuc H.; Yugal Lall
Subject: RE: P11834 - Las Olas Railing Improvements

APPLICANT

Stan,

Design and EOR (Maverick Marshall) have been working together with City to develop these plans. At the City's request we now have final signed and sealed plans. Do you still need to send back / submit the plans to Design for review? As Morteza said below, the plans are done and we are ready to move forward. Please advise if a further review is still needed.

Thanks.

Henry Oaikhena, PE.
Project Manager
FDOT D-4 Consultant Management / Design
3400 West Commercial Blvd.
Ft. Lauderdale, Fl 33309
Phone: 954 777-4445
Fax: 954 777-4482
email: henry.oaikhena@dot.state.fl.us

APPROVED

-----Original Message-----
From: Williams, Stan
Sent: Thursday, February 28, 2013 12:11 PM
To: Alian, Morteza; Alex Scheffer
Cc: Mike Fayyaz; Le, Thuc H.; Yugal Lall; Oaikhena, Henry
Subject: RE: P11834 - Las Olas Railing Improvements

Good afternoon Morteza,

Submit the final plans to my office and I will formally send the plans to Design for a formal review. Once I get the plans back I will get legal review approval. I will need all the documentation including the Resolution to complete. All will be needed then is signature by the Construction Coordinator designated by the City of Fort Lauderdale to execute. I will then receive the Construction Agreement package back to me and I will get the final Signatures by the Department for final execution and then distribution.

This can be done fairly quick pending the time it takes to get back from the City.

Regards,

-----Original Message-----
From: Alian, Morteza
Sent: Wednesday, February 27, 2013 6:24 PM
To: Williams, Stan; Alex Scheffer
Cc: Mike Fayyaz; Le, Thuc H.; Yugal Lall; Oaikhena, Henry
Subject: RE: P11834 - Las Olas Railing Improvements

Stan;

From: Williams, Stan
Sent: Monday, February 25, 2013 4:42 PM
To: Alian, Morteza; Alex Scheffer
Cc: Mike Fayyaz; Le, Thuc H.; Yugal Lall; Oaikhena, Henry
Subject: RE: P11834 - Las Olas Railing Improvements

Morteza,

The Construction Agreement could take as much as 30-days if everything is found to be o.k.. If the language that was submitted to them prior is acceptable it could be sooner.

Regards,

-----Original Message-----
From: Alian, Morteza
Sent: Monday, February 25, 2013 4:15 PM
To: Alex Scheffer
Cc: Mike Fayyaz; Le, Thuc H.; Yugal Lall; Oaikhena, Henry; Williams, Stan
Subject: Re: P11834 - Las Olas Railing Improvements

Stan

How long would it take to process this permit? Have you notified Ft Lauderdale Ops for inspection or is that needed?

Thanks.

Morteza Alian
Sent from my iPhone

On Feb 25, 2013, at 3:53 PM, "Alex Scheffer" <AScheffer@fortlauderdale.gov> wrote:

> Thank you for reaching out Morteza...The resolution for the
> Construction Agreement was approved by the Commission last Tuesday
> night and we are still awaiting the official copy from the City
> Clerk's office. Once we receive it we will forward a copy to your
> attention. Will you need anything else for permit that we can get ready now?
>
> Thanks,
>
> Alex Scheffer, P.E.
> Project Manager II
> City of Fort Lauderdale
> 100 N. Andrews Ave
> Fort Lauderdale, FL 33301
>
> Phone: 954-828-5651 |Fax: 954-828-5074 |E-mail:
> ascheffer@fortlauderdale.gov
>
> -----Original Message-----
> From: Alian, Morteza [mailto:Morteza.Alian@dot.state.fl.us]
> Sent: Monday, February 25, 2013 3:45 PM
> To: Mike Fayyaz
> Cc: Le, Thuc H.; Alex Scheffer; Yugal Lall; Oaikhena, Henry; Williams,
> Stan
> Subject: Re: P11834 - Las Olas Railing Improvements

>
> Hi Mike
>
> We just received a sealed set of plans from Wantman. Do you have
> approval of construction agreement?
>
> Thanks.
>
> Sent from my iPhone
> Morteza Alian
> D4 DCPME
> 954 777 4449
>
> On Feb 11, 2013, at 10:40 AM, "Mike Fayyaz"
> <MFayyaz@fortlauderdale.gov>
> wrote:
>
>> Hi Morteza: All is well here, hope you are doing good as well. We are
> scheduled for the next City Commission meeting (2/19) to get approval
> for the construction agreement as requested by your office. We have
> also advertised the project for bid and expect to receive bid on 2/27.
> As soon as City commission approval of construction agreement is
> granted we will submit for permit.
>> I want to thank you and Thuc for assisting us through out this
> process. Hopefully at the completion of this project we can all go for
> lunch in celebration.
>>
>>
>> Mehrdad "Mike" Fayyaz, P.E.
>> Assistant City Engineer
>> City of Fort Lauderdale
>> 100 N. Andrews Ave
>> Fort Lauderdale, FL 33301
>> Phone: 954-828-6527 |Fax: 954-828-5074 |E-mail:
> mfayyaz@fortlauderdale.gov
>>
>> -----Original Message-----
>> From: Alian, Morteza [mailto:Morteza.Alian@dot.state.fl.us]
>> Sent: Thursday, February 07, 2013 11:43 AM
>> To: Mike Fayyaz
>> Cc: Le, Thuc H.; Alex Scheffer
>> Subject: FW: P11834 - Las Olas Railing Improvements
>>
>> Mike;
>>
>> I hope all is well. Attached you will find an up to date plans for
> this project. We have been holding our consultant for some time and I
> need to know if these plans are good for your construction project.
>>
>> Please also let us know of your schedule to get the construction
> agreement to FDOT and advertise this work.
>>
>> Thank You.
>>
>> Morteza Alian, P.E.
>> District 4 Consultant Project Mgmt Engineer 3400 West Commercial
>> Blvd

> Fort Lauderdale, Fl 33309
>> 954 777 4449 (office)
>> 866 336 8435 x4449
>> morteza.alian@dot.state.fl.us
>>
>>
>> -----Original Message-----
>> From: Maverick Marshall [mailto:Maverick.Marshall@WantmanGroup.com]
>> Sent: Wednesday, February 06, 2013 9:34 AM
>> To: Le, Thuc H.
>> Cc: Alian, Morteza; Chad Johnson
>> Subject: Fwd: P11834 - Las Olas Railing Improvements
>>
>> FYI.
>>
>> Mav (cell)
>>
>> Begin forwarded message:
>>
>> From: "Chad Johnson"
> <Chad.Johnson@WantmanGroup.com<mailto:Chad.Johnson@WantmanGroup.com>>
>> To:
> "'Selcuk.Yetimoglu@atkinsglobal.com<mailto:Selcuk.Yetimoglu@atkinsglob
> al
> .com>'"
> <Selcuk.Yetimoglu@atkinsglobal.com<mailto:Selcuk.Yetimoglu@atkinsglobal.
> com>>
>> Cc: "Maverick Marshall"
> <Maverick.Marshall@WantmanGroup.com<mailto:Maverick.Marshall@WantmanGr
> ou
> p.com>>
>> Subject: FW: P11834 - Las Olas Railing Improvements
>>
>> Selcuk....
>>
>> Could you update the border on the Las Olas railing project to
>> include
> the Drawing File No. 4-137-10 as requested by the City (please find
> attached our revised sheets for reference). I just need a PDF of the
> sheets for now. I will let you know how many Sign and Sealed sets
> they need once confirmed.
>>
>> Thanks...Chad
>>
>> From: Alex Scheffer [mailto:AScheffer@fortlauderdale.gov]
>> Sent: Wednesday, February 06, 2013 8:46 AM
>> To: Chad Johnson
>> Cc: Steve Plummer
>> Subject: P11834 - Las Olas Railing Improvements
>>
>> Good morning Chad,
>>
>> As discussed this morning please add the following in the DRAWING
>> FILE
> NO.: 4-137-10 box in the bottom right had corner of all your sheets
> and also the sub-consultant's sheets.
>>

>> I appreciate your help getting this turned around so fast and the
> sooner the better as this was a last minute thing to come up before
> getting this bid set out.
>>
>> Thanks,
>>
>> Alex Scheffer, P.E.
>> Project Manager II
>> City of Fort Lauderdale
>> 100 N. Andrews Ave
>> Fort Lauderdale, FL 33301
>>
>> Phone: 954-828-5651 |Fax: 954-828-5074 |E-mail:
> ascheffer@fortlauderdale.gov<mailto:ascheffer@fortlauderdale.gov><mail
> to
> :ascheffer@fortlauderdale.gov>
>>

2012C-491-0010

APPLICANT

DISTRICT FOUR (4)
HIGHWAY BEAUTIFICATION GRANT AND
MAINTENANCE MEMORANDUM OF AGREEMENT
DSF-REIMB
Contract Number AL 102

THIS AGREEMENT, made and entered into this day of **November 7, 2001**, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **City of Ft. Lauderdale**
a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, as part of the continual updating of the State of Florida Highway System, the Department, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain a **four (4)** lane highway facility as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

WHEREAS, the **AGENCY** is of the opinion that said highway facility that contains landscape medians and areas outside the travel way to the right of way line, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No.**01-176** dated **10/2/2001**,
attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

1. The **AGENCY** hereby agrees to install or cause to be installed landscaping on the highway facility as specified in plans and specifications included as Exhibit A, with if any, the following exceptions and conditions:
   A. The current Florida of Department of Transportation Roadway and Traffic Design Standard index 546 must be adhered to,
   B. Clear zone/horizontal clearance as specified in the Plans Preparation Manual - English Volume 1, Chapter 2 must be adhered to as outlined on relevant sheets in Exhibit D,
   C. Landscaping shall not obstruct roadside signs or permitted outdoor advertising signs,

cause a safety hazard. To maintain also means to keep the header curbs that contain the hardscape in optimum condition. To maintain also means to keep litter removed from the median and areas outside the travel way of the right of way line. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the **AGENCY,** shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding payment reduction, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the Department.

3. If at any time after the **AGENCY** has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the Department's District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:

   (a) Complete the installation or part thereof, with Department or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or

   (b) Maintain the landscaping or a part thereof, with Department or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or

   (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by Department or private contractor's personnel, all of the landscaping installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.

4. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the Department may remove the same and any mitigation required for remaining landscape/hardscape shall be the responsibility of the **AGENCY.**

5. The Department agrees to reimburse the **AGENCY** an amount not to exceed**$50,000**____, as defined in Attachment C. Subject to this limit, the Department will pay only for the

D. If irrigation is to be installed, the Department shall be provided accurate as built plans of the system so if in the future there is a need for the Department to perform work in the area, the system can be accommodated as much as possible,

E. If it becomes necessary to provide utilities to the median or side areas (water/electricity) it shall be the **AGENCY'S** responsibility to obtain a permit for such work thought the local maintenance office,

F. During the installation of the project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Roadway and Traffic Design Standards (series 600),

G.The**AGENCY** shall provide the local maintenance office located at 5548 N.W. 9th Avenue, Ft. Lauderdale, Fl 33309 , a twenty-four (24) telephone number and the name of a responsible person that the department may contact,

H. If there is a need to restrict the normal flow of traffic it shall be done on off peak hours (9AM to 3PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The Department's PIO (Public Information Office) shall also be notified.

I .The **AGENCY** shall be responsible to clear all utilities within the project limits

J. The **AGENCY** shall notify the local maintenance office forty-eight (48) prior to the start of the project,

2. The **AGENCY** agrees to maintain the landscaping and irrigation (if applicable) within the median and areas outside the travel way to the right of way line, excluding sidewalk and crosswalks, unless constructed with other than concrete or asphalt at the **AGENCY'S** request, by periodic trimming, cutting, mowing, fertilizing, litter pickup and necessary replanting, following the Department's landscape safety and plant care guidelines. The **AGENCY'S** responsibility for maintenance shall include all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median, crosswalks, and areas outside the travel way to the right-of-way line on Department of Transportation right-of-way within the limits of the Project including all header curbs. Such maintenance to be provided by the **AGENCY** is specifically set out as follows:

To maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to

cause a safety hazard. To maintain also means to keep the header curbs that contain the hardscape in optimum condition. To maintain also means to keep litter removed from the median and areas outside the travel way of the right of way line. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

The above named functions to be performed by the **AGENCY,** shall be subject to periodic inspections by the Department. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding payment reduction, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the Department.

3. If at any time after the **AGENCY** has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the Department's District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the Department may at its option, proceed as follows:

   (a) Complete the installation or part thereof, with Department or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or

   (b) Maintain the landscaping or a part thereof, with Department or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or

   (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by Department or private contractor's personnel, all of the landscaping installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.

4. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the Department may remove the same and any mitigation required for remaining landscape/hardscape shall be the responsibility of the **AGENCY.**

5. The Department agrees to reimburse the **AGENCY** an amount not to exceed**$50,000**____, as defined in Attachment C. Subject to this limit, the Department will pay only for the

following costs:

(a) Sprinkler/irrigation system

(b) Plant materials and fertilizers/soil amendments.
(c) Paver bricks, header curbs & other hardscape items.

The Department's participation in the project cost, as described in Attachment AC is limited to only those items which are directly related to this project. Payment shall not be made until (1) certification of acceptance is received from the **AGENCY'S** Landscape Architect/or designee and (2) a Department Landscape Architect and/or his designee has approved the project for final payment.

(a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, Florida Statutes.

(b) Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

(c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, and bills for travel expenses specifically authorized by this Agreement, if any, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.

(d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the **AGENCY'S** general accounting records, together with supporting documents and records, of the contractor and all subcontractors performing work, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

(e) The **AGENCY** agrees to return all monies received under the terms of this Agreement, to the Department, should the landscaped area fail to be maintained in accordance with the terms and conditions of this Agreement.

6. This Agreement may be terminated under any one of the following conditions:

(a) By the Department, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.

(b) By the Department, for refusal by the **AGENCY** to allow public access to all documents,

papers, letters, or other material subject to the provisions of Chapter 119,

Florida Statutes and made or received by the **AGENCY** in conjunction with this Agreement.

7. The term of this Agreement commences upon execution.

8. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the Department, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY'S** negligent performance of the work under this Agreement, or due to the failure of the **AGENCY** to construct or maintain the project in conformance with the standards described in Section 2 of this agreement. Nothing contained in this section shall constitute a waiver of the City's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. The **AGENCY** may construct additional landscaping within the limits of the right-of-ways identified as a result of this document, subject to the following conditions:

   (a) Plans for any new landscaping shall be subject to approval by the Department. The **AGENCY** shall not change or deviate from said plans without written approval by the Department.
   (b) All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards;
   (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscaping installed;
   (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the **AGENCY** resulting from the installation of landscaping added under this item.

10. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for

periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year.

12. The Department's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Agreement and Florida law, the laws of Florida shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

AGENCY:

CITY OF FORT LAUDERDALE

BY: _____
Mayor

BY: _____
City Manager

ATTEST: _____
City Clerk

(CORPORATE SEAL)

Approved as to form:
_____
Assistant City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Attest: _____ **(SEAL)**
Executive Secretary

_____
Legal Approval

SECTIONNO.	86050
FIN NO.(s):	23001055406
COUNTY:	Broward
S.R. NO.:	842
CONTRACT NO.:	AL 102

EXHIBIT "A"

PROJECT LOCATION

North West and the South West quadrants at the Intracoastal Bridge and Las Olas Boulevard

SECTION NO.: 86050
FIN NO.(s): 23001055406
COUNTY: Broward
S.R. NO.: 842

EXHIBIT B

The Department agrees to reimburse the AGENCY for the installation of the project as reflected in the plans attached hereto and incorporated herein.

SECTION NO:86050
FIN NO.(s): 23001055406
COUNTY: Broward
S.R. NO.: 842
CONTRACT NO.: AL 102

ATTACHMENT C
(GENERAL)

PROJECT COST

This Exhibit forms an integral part of the Highway Beautification Grant Agreement between the State of Florida, Department of Transportation and the AGENCY.

Dated 11/7/01

I. PROJECT COST: **$ 50,000**

C:\WPDOC\ADMIN\DSF.REI (revision 07/10/95)

Florida Department of Transportation

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

DISTRICT MAINTENANCE - DISTRICT 4
3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421
Telephone: (954) 777-4200 Fax: (954) 777-4223

11/7/01

City Clerks' Office
City of Ft. Lauderdale
100 North Andrews Avenue
Ft. Lauderdale, Fl 33301

Attention: Lynn Morris

Dear Ms. Morris:

RE: Maintenance Memorandum of Agreement for State Road 842 at the Intracoastal Waterway (northwest and southwest sides)

Enclosed is an executed Maintenance Memorandum of Agreement for subject area. Please use this letter as your Notice to Proceed. Upon completion of the project it will be necessary for the City to submit a single invoice, along with the paid bills that support the invoice to the Department for reimbursement.

In your letter of transmittal please state that the project was completed in accordance with the plans and that this is the final invoice.

Should you have any questions, please call me at (954) 777-4219. Thank you.

Sincerely,

Carl B. Higgins, ASLA
Landscape Architect

CBH/c

Fond 10-18-01 ✓
11-14-01 ✓

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Maintenance Memorandum of Agreement with FDOT for Las Olas Boulevard West of the Intracoastal Waterway

EXPIRATION DATE, IF APPLICABLE:

ORIGINATING DEPT. ORIGINATOR:

RESPONSIBLE ATTY.: Dennis E. Lyles ____ Robert B. Dunckel ____
Sharon Miller ____ Michael J. Pawelczyk XX 10/3/01
Lisa Hodapp ____ Hope W. Calhoun ____
Barbara McCarthy ____

****

Approved as to Content

By: _____
Dept. Head

Amount Required by Contract/Agreement
$ 0 Pending in House Maint Stmt
Funding Source:
Dept./Div. 17/6
Index/Sub-object
Project #
Date

Approved as to Funds Available

By: _____
Director of Finance

Date 9/26/01

Approved as to Content

By: _____ 10/1/01
Asst. City Manager

****

DEPARTMENT HEAD, ASSISTANT CITY MANAGER AND FINANCE APPROVALS MUST BE OBTAINED BEFORE A DOCUMENT IS ROUTED FOR SIGNATURE.

APPROVED AT COMMISSION MEETING OF Oct. 2, 2001 ITEM R-1
RESOLUTION # 01-1760 NO RESOLUTION ____

NO COMMISSION APPROVAL REQUIRED. [____] - Box checked if applicable.

ROUTE AND SIGN AS INDICATED BELOW IN SEQUENCE SHOWN.

1. City Attorney (as to form)

2. City Manager. City Manager must sign in presence of one witness, if witnesses are required.

3. Mayor's signature. Mayor must sign in presence of one witness, if witnesses are required.

4. To City Clerk for signature and City seal.

5. City Clerk retains one original of document and routing slip in City records unless otherwise indicated.

RECEIVED FORT LAUDERDALE CITY ATTORNEY'S OFFICE 01 SEP 27 AM 7:35

DIRECTIONS TO CLERK:
DATE FIRST PAGE WITH LAST DATE SIGNED.

SEND FOUR (4) SIGNED ORIGINAL(s) TO: Phillip Thornburg, Parks Superintendent, P&R

SEND 1 COMPLETE COPY OF SIGNED DOCUMENT TO CITY ATTORNEY'S OFFICE WITH THIS ROUTING SLIP ATTACHED.
September 20, 2001
fdotmmoa