# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Fort Lauderdale located at 101 NE 3rd Avenue Suite 2100, Fort Lauderdale, Florida 33301, hereinafter called the PARTICIPANT.

# WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for construction work related to the DEPARTMENT'S traffic signal work along SR-A1A/N. Fort Lauderdale Beach Blvd. South of NE 14<sup>th</sup> Court in Broward County, Florida. (Financial Management (FM) Number 452467-1-52-01, Funded in Fiscal Year 2024/2025); and

WHEREAS, as part of the DEPARTMENT'S construction work, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: construction of a mid-block pedestrian crossing and decorative elements (Financial Management (FM) number 452467-1-52-02, Funded in Fiscal Year 2024/2025) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the "Project"; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. \_\_\_\_\_\_ dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the Mayor, Vice-Mayor, or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.
- 2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
- 3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.

- 4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.
- 5. The total cost of the Department's construction work and the Project is estimated to be SIX HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED AND FORTY-TWO DOLLARS AND ZERO CENTS (\$672,542.00). The PARTICIPANT'S share for the Project is an estimated amount of EIGHTY-TWO THOUSAND NINE HUNDRED SEVENTEEN DOLLARS AND NO CENTS (\$82,917.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the PARTICIPANT'S payment, the difference shall be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, the additional cost shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.
  - (A) The PARTICIPANT agrees that it will, within thirty (30) calendar days of the execution of this Agreement, remit payment to the DEPARTMENT in the amount of EIGHTY-TWO THOUSAND NINE HUNDRED SEVENTEEN DOLLARS AND NO CENTS (\$82,917.00) for the Project.

In the event payment is not received by the DEPARTMENT within thirty (30) calendar days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT'S Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 452467-1-52-02. The DEPARTMENT shall utilize this amount towards the costs of Project No. 452467-1-52-02.

Payment shall be mailed to: Florida Department of Transportation Office of Comptroller General Accounting Office, LFA Section 605 Suwannee Street, MS 42B Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to: Wells Fargo Bank, N.A. Account # 4834783896 ABA # 121000248 State of Florida Department of Financial Services Bureau of Collateral Management Re: DOT – K 11-78, Financial project #452467-1-52-02. In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT will contact Ms. Morgan Harris at Morgan.Harris@dot.state.fl.us. In addition to contacting Ms. Harris, the PARTICIPANT shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) The PARTICIPANT'S share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S work plus allowances is hereinafter defined as the "Total Accepted Bid". Allowances are hereby defined as contingency, mobilization (MOB), and Maintenance of Traffic (MOT). If the PARTICIPANT'S share of the accepted bid for the Project is more than the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the accepted bid amount is more than the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT'S Project Manager indicating when the deposit will be made and the DEPARTMENT'S written consent to the payment of the additional deposit and said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project. In the event of nonpayment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT'S Work Program.
- (C) If the PARTICIPANT'S payment for the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT'S payment for the accepted bid amount if such refund is requested by the PARTICIPANT in writing.
- (D) Should Project modifications occur that increase the PARTICIPANT'S payment for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

- (E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
- (F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.
- (G) Upon receipt of payment, from the PARTICIPANT to the DEPARTMENT, the DEPARTMENT will then forward the PARTICIPANT's payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement (3PEA) between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.
- 6. Upon completion of the Project, the PARTICIPANT shall be responsible for the maintenance of mid-block pedestrian signal. The PARTICIPANT will comply with the provisions set forth in the Maintenance Memorandum of Agreement (MMOA) executed February 25,2014, which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
- 7. Notwithstanding the foregoing, the PARTICIPANT shall also be responsible for the maintenance of the patterned pavement and pavers.

The PARTICIPANT will comply with the provisions set forth Landscape Maintenance Memorandum of Agreement (LMMOA) which is attached hereto and made a part hereof as **Exhibit D**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit D**. The terms of this paragraph shall survive the termination of this Agreement.

8. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. The jurisdictional venue with respect to any such litigation is Broward County.

- 9. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- 10. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 452467-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
- 11. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
- 12. The PARTICIPANT / Vendor/ Contractor:
  - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and
  - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 13. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
- 14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 15. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four 3400 West Commercial Blvd. Fort Lauderdale, Florida 33309-3421 Attn: Mya (Williams) Gray With a copy to: Omid Fallahinejad A second copy to: Office of the General Counsel

If to the PARTICIPANT: City of Fort Lauderdale 401 SE 21st. Street Fort Lauderdale, Florida 33316 Attn: Karen Warfel With a copy to: City Attorney

This space is intentionally left blank.

IN WITNESS WHEREOF, the PARTICIPANT has caused this Agreement to be executed in its behalf, by the Chair/Commission of the City of Fort Lauderdale or its designee, as authorized by Resolution No.\_\_\_\_\_\_\_; and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its Director of Transportation Development or authorized designee.

# CITY OF FORT LAUDERDALE

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Dean J Trantalis, Mayor

\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_

-						

By:

John P. Krane, P.E.

Director of Transportation Development

By: \_\_\_\_\_

Susan Grant, Acting City Manager

\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_

# ATTEST:

# APPROVED:

By: \_\_\_\_\_ David R. Solomon

City Clerk for the City of Fort Lauderdale

# APPROVED AS TO FORM AND CORRECTNESS:

Thomas J. Ansbro, City Attorney

By:

Ву:\_\_\_\_\_

Francine Steelman Office of the General Counsel

# APPROVED

# Ву:

Jesica Rubio

District Program Management Administrator

Kimberly Cunningham Mosley

Assistant City Attorney

# EXHIBIT "A" SCOPE OF SERVICES FM#: 452467-1-52-02

The PARTICIPANT will be contributing funds to the Project. The Project scope of work shall include the following:

- Construction (installation) of stamped asphalt crosswalks
- Construction (installation) of pavers
- Construction of pedestrian light fixture

The PARTICIPANT will be responsible for maintaining the decorative elements referenced above in accordance with the Project Maintenance and Landscape Memorandum of Agreements.

## Exhibit B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), <u>City of Fort Lauderdale</u> ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

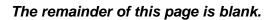
Project Name:SR-A1A/N. FT. LAUDERDALE BEACH BLVD SOUTH OF NE 14TH CRTProject #:452467-1-52-02County:Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

- 1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
- 2. Other deposits to the escrow account may be made during the life of this Agreement.
- 3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method or payment and should be used whenever possible.
- 4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
- 5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the money expeditiously. Income is only earned on the moneys invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed at a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

- 6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
- 7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
- 8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
- 9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
- 10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
- 11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- 12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.



IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)	For PARTICIPANT (signature)
Name and Title	Name
<u>59-3024028</u> Federal Employer I.D. Number	Title
	<u>F-596-000-319</u>
Date	Federal Employer I.D. Number
	Date
FDOT Legal Review:	Etecu
K KO	
For Escrow Agent (signature)	
Name and Title	

Date

# EXHIBIT C

Maintenance Memorandum of Agreement City of Fort Lauderdale

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# DOCUMENT ROUTING FORM

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DOCUMENTS:

1

BOCOMENTS.							
1. MEMORANDUM OF AGREEMENT (MOA) WITH FDOT FOR NEW IMPROVEMENTS AT A1A FROM N.E. 9TH STREET TO JUST NORTH OF N.E. 18TH STREET; AND							
2. SIXTH AMENDMENT TO MEMORANDUM OF AGREEMENT WITH FDOT FOR IMPROVEMENTS AT A1A FROM N.E. 9 <sup>TH</sup> STREET TO N.E. 18 <sup>TH</sup> STREET							
Approved Comm. Mtg. on JANUARY 22, 2014 CAM #: 14-0011 ITEM: CR-4							
Routing Origin: 🖾 CAO 📋 ENG. 📋 COMM, DEV. 🛄 OTHER							
Also attached: 🛛 copy of CAR 🖾 copy of document 🔲 ACM Form 🖾 4 originals							
On 1/23/14, Linda B. forwarded to: SHARON DREESEN, TRANSPORTATION & MOBILITY							
1.) Approved as to Content: Depentment birector 1-23-2014 Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and ahall mean improvements to real property (land, buildings, fixtures) that and value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property"							
Please Check the proper box: CIP FUNDED YES X NO include: land, real estate, reality, real.							
2.) Approved as to Funds Available: by Date: Date:							
Finance Director         No fiscal impact at this time, as the improvements will not take place for approximately two years.         Amount Required by Contract/Agreement \$    Funding Source:							
Dept./DivProject #							
3.) City Attorney's Office approved as to form: 5 originals of each to City Mgr. By: CAO Diansjahn Williams-Persad							
4.) Approved as to content: Assistant City Manager:							
By:							
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager							
5.) City Manager: Please sign as indicated and forward 5 originals of each to Mayor.							
6.) Mayor: Please sign as indicated and forward 5 originals of each to Clerk.							
7.) To City Clerk for attestation and City seal.							
INSTRUCTIONS TO CLERK'S OFFICE							
8.) City Clerk forwards 5 of each original documents to:							
SHARON DREESEN, TRANSPORTATION & MOBILITY.							
⊠Original Route form to Linda Blanco, CAO ⊠ Attach 2 certified copies of Reso. #							

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FORT LAUDERDALE

BMA

Transportation and Mobility Department

# Memorandum #14-14

DATE: February 17, 2014

TO: Jonda Joseph, City Clerk

FROM: Diana Alarcon, Director, Transportation and Mobility

SUBJECT: Document Routing for 1. Memorandum of Agreement (MOA) with FDOT for New Improvements at A1A from N.E. 9TH Street to just north of N.E. 18TH Street; and 2. Sixth Amendment to Memorandum of Agreement with FOOT for Improvements at A1A from N.E. 91H STREET to N.E. 18TH Street

Please find attached one fully executed original of each of the above-referenced documents.

If you have any questions, please contact me at x3764.

Thank you.

Attachments (2)

cc: Bob Dunckel, Assistant City Attorney III

2014 FEB 25 PM 6: 04 OTTY CLERK

# CITY CLERK

2014 FEB 25 PM 6: 04

SECTION NO.: FM No.(s): COUNTY: S.R. No.: 86050 433688-4-52-01 Broward A1A

## DISTRICT FOUR

## MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this  $1.55^{th}$  day of  $\underline{FEB}$  2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and City of Fort Lauderdale, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

### WITNESSETH:

#### WHEREAS, the DEPARTMENT has jurisdiction over State Road A1A; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain highway improvements; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road A1A (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain the specific elements constructed under Project Number 433688-4-52-01 to include decorative light fixtures or poles, decorative sea wall, LED string lights and fiber-optic system servicing the decorative sea wall installed along State Road A1A between M.P. 3.248 and M.P. 4.322.

**WHEREAS**, landscape and all other hardscape elements shall be maintained under the inclusive agreement with the **AGENCY** dated <u>January 31, 2008</u> and all amendments thereto.

WHEREAS, the Project involves the scope of work as described within Exhibit A and Exhibit C, which will benefit the AGENCY; and

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

WHEREAS, the AGENCY by Resolution No. 14-14 dated 3an, 32, 2014, 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 recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** has issued Project Number 433688-4-52-01 to reconstruct State Road A1A as detailed in **Exhibit A** and **Exhibit C** that will benefit the **AGENCY**.

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#### 3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the improvements to be installed under Project Number 433688-4-52-01 within the limits of construction. Maintenance by the AGENCY will include repair, restoration, and general maintenance of all decorative or non-standard features within the limits of construction. Non-standard items are defined as items requested by the AGENCY that are not defined in the DEPARTMENT'S Design Standards. This includes decorative light fixtures or poles, decorative sea wall, LED string lights and fiber-optic system servicing the decorative sea wall installed along State Road A1A between M.P. 3.248 and M.P. 4.322
  - The AGENCY shall be solely responsible for the maintenance and preservation of all colored coatings on light pole assemblies within the limits of construction. The AGENCY shall inspect the colored coatings on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the DEPARTMENT, as per the requirements in Exhibit B.
  - 2) The above named functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, reworking or AGREEMENT termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.
  - 3) The AGENCY shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets occurring as a result of coating operations and shall repair such damage to the satisfaction of the DEPARTMENT at no expense to the DEPARTMENT
  - 4) Lighting assemblies and systems shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. Lighting shall meet requirements for the sea turtle nesting and hatching.
  - 5) The AGENCY shall maintain the decorative sea wall installed along the east side of State Road A1A such that it is structurally stable and capable of supporting the expected loads which includes, but is not limited to, pedestrians, wind, and sand. Cracks shall be repaired and graffiti shall be removed from the sea wall in a timely manner. If the sea wall is damaged such that any portion is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition in a timely manner.
- B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2013, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).

C. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.

1) The AGENCY shall be directly responsible for impact and connection

#### AND

2) The AGENCY shall become responsible for the above named ongoing utility costs upon final acceptance of the construction project (including the improvements) by the DEPARTMENT and thereafter. The project is accepted prior to the start of the Plant Establishment and Contractor's Warranty Period.

#### AND

- 3) The AGENCY shall be responsible for the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials. The AGENCY shall be responsible for the maintenance of all improvements after the completion of the Contractor's Warranty Period.
- D. The above named functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination.
- E. Any work impacting traffic flow on SR-A1A must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT**'s Open Roads Policy.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the CITY OF FORT LAUDERDALE CITY MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of thirty (30) days within which to correct the citied deficiency or deficiencies. It said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
  - The DEPARTMENT may repair any item or a number of items. Corrective actions will be performed with the DEPARTMENT and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the AGENCY.
  - 2) The DEPARTMENT may remove or replace any item or number of items with the standard DEPARTMENT item. Corrective actions will be performed with the DEPARTMENT and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the AGENCY.

- 3) If there is no standard equivalent item or if in the DEPARTMENT's discretion the item is not necessary for the operations of the roadway, the DEPARTMENT may remove the item in its entirety and restore the area to a condition acceptable to the DEPARTMENT. Corrective actions will be performed with the DEPARTMENT and /or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the AGENCY.
- 4) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by the DEPARTMENT or its Contractor's personnel, all of the improvements installed under this Agreement and charge the AGENCY the reasonable cost of such removal.

#### 5. FUTURE DEPARTMENT IMPROVEMENTS

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

#### 6. FUTURE AGENCY IMPROVEMENTS

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

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

## 7. AGREEMENT TERMINATION

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

- By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice. The AGENCY shall reimburse the DEPARTMENT for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 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.

#### 8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for Fifty (50) years.

#### 9. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from

all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

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

#### 10. E-VERIFY REQUIREMENTS

**AGENCY** 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;

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- 2) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 11. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Landscape Memorandum of Agreement(s) signed between the parties, as amended, as to all other improvements not specifically mentioned in this Agreement.
- 12. 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.

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Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

## 13. DISPUTES

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

### 14. ASSIGNMENT

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

## 15. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

#### 16. NOTICES

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

## If to the **DEPARTMENT**:

If to the AGENCY:

State of Florida Department of Transportation 3400 West Commercial Blvd Ft. Lauderdale, FL 33309-3421 Attention: John Danielsen, P.E. District Maintenance Engineer City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301 Attention: Lee R. Feldman Title: City Manager

17. LIST OF EXHIBITS

Exhibit A: Project Location and Description Exhibit B: Maintenance Plan Requirements Exhibit C: Construction Plans IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

Egnette A. Mhum Tennette A. Johnson

MIRANDA SCOTT Witness Print Name

(CORPORATE SEAL)

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

By SEILER, Mayor

By

LEE R. FELDMAN, City Manager

ATTEST:

City/Clerk

Approved as to form:

DIANSJHAN WILLIAMS-PERSAD Assistant City Attorney

## **DEPARTMENT:**

#### **DEPARTMENT:**

ATTEST:

Executive Secretary (SEAL)

OF FLORIDA DEPARTMENT OF TRANSPORTATION DEPARTY 7ATION By X M Courtney Drummond Allons Director of O E. TRA

Approval as to Form:

By

Dawn Raduano, District General Counsel

SECTION NO.: FM No.(s): COUNTY: S.R. No.: 860500 433688-4-52-01 Broward A1A

#### EXHIBIT A

#### PROJECT LOCATION AND DESCRIPTION

#### Location:

The improvements associated with this agreement are located in Broward County along State Road A1A from limits of construction beginning at the decorative sea wall located at NE 9<sup>th</sup> Street, from Center Line (CL) Station (Sta.) 608+90.00 Mile Post (M.P.) 3.248 to end decorative sea wall at just north of NE 18<sup>th</sup> Street (CL Sta. 665+60.00 M.P. 4.322).

#### Description of Work:

Installation of decorative sea wall on east side of State Road A1A (beginning from CL Sta. 608+90.00 M.P. 3.248 to end CL Sta. 665+60.00 M.P. 4.322), LED string lights and fiber-optic system servicing the decorative sea wall on the east side of State Road A1A (beginning from CL Sta. 609+16.00 M.P. 3.253 to end CL Sta. 665+60.00 M.P. 4.322) and colored coated decorative lighting installed on the east and west side of State Road A1A beginning from CL Sta. 609+75.00 M.P. 3.264 (East side) and CL Sta. 619+15.00 M.P. 3.442 (West side) to end just south of NE 18<sup>th</sup> St. CL Sta. 664+51.00 M.P. 4.301 (East side) and end CL Sta. 664+91.00 M.P. 4.309 (West side).

It will be the responsibility of the **AGENCY** to maintain the features described in this agreement.

SECTION NO.: FM No.(s): COUNTY: S.R. No.: 860500 433688-4-52-01 Broward A1A

#### EXHIBIT B

#### MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the colored coatings on decorative light poles in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

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

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

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

#### SECTION NO.: FM No.(s): COUNTY: S.R. No.:

### 860500 433688-4-52-01 Broward A1A

## **EXHIBIT C**

### CONSTRUCTION PLANS (attached)

## Sheets Included:

PDF Page Number (#)

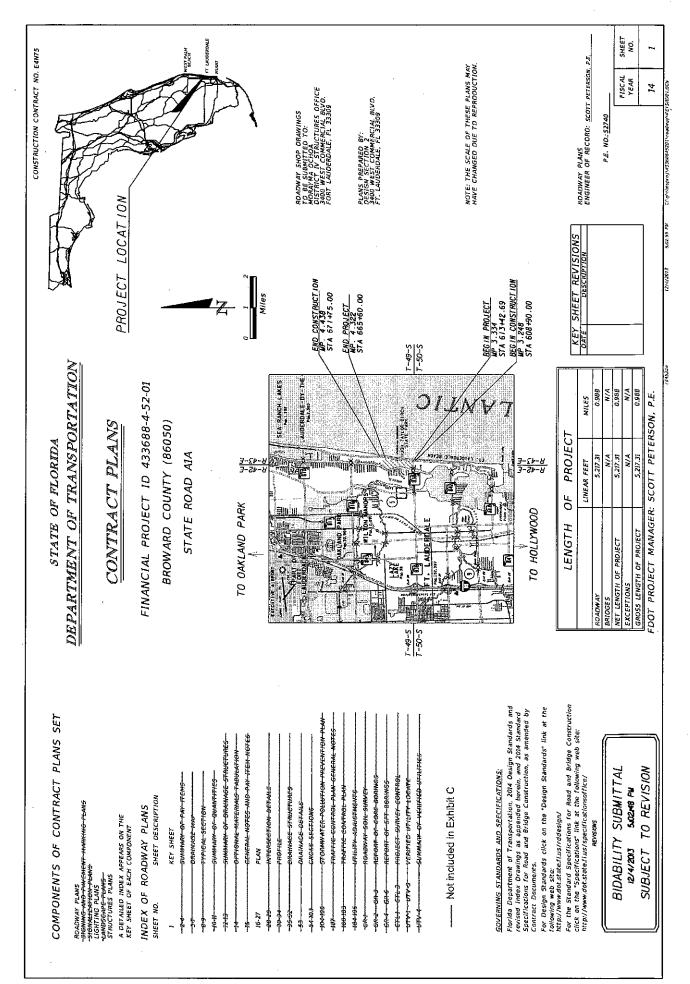
Plan Sheet (#)

Sheet(s) Description

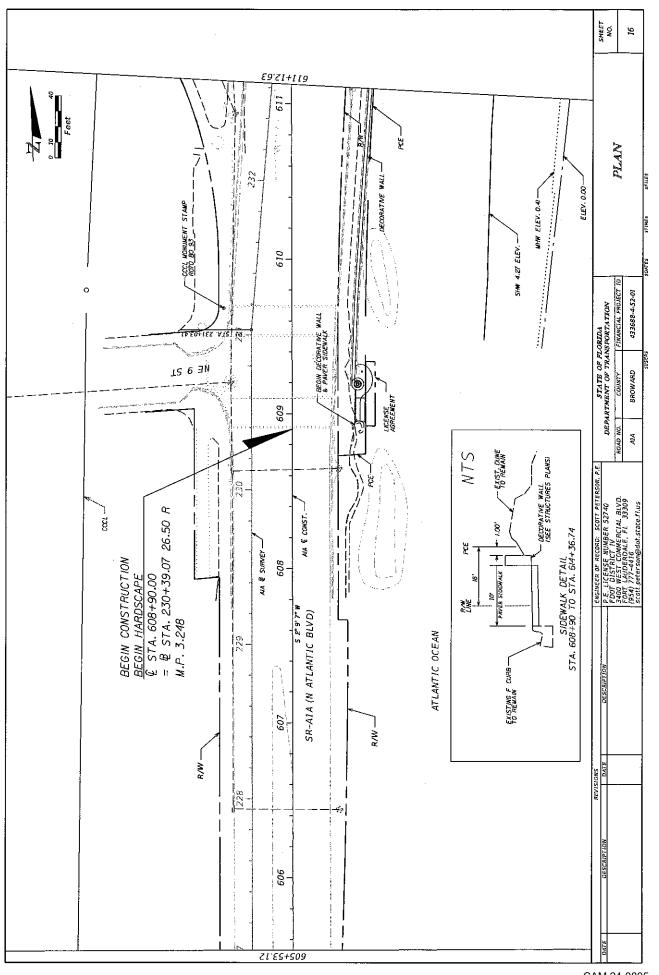
12 13 thru 24 25 thru 44 45 thru 66 1 16 thru 27 L-1 thru L-20 BW-1 to BW-22 Roadway Key Sheet Roadway Plan Sheets Lighting Component Structures Component

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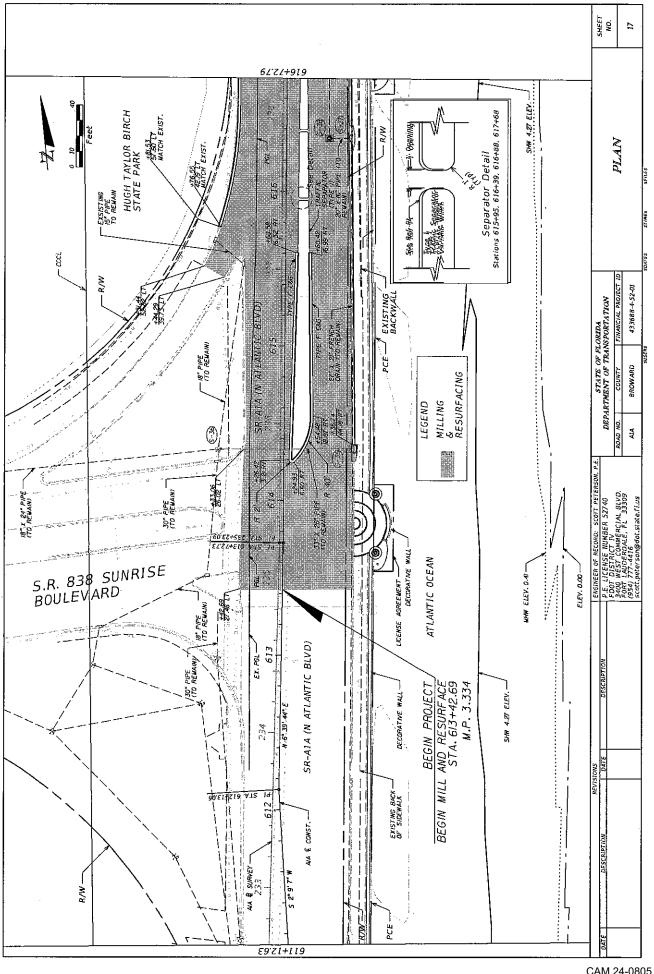
CAM 24-0805 Exhibit 1 Page 25 of 162



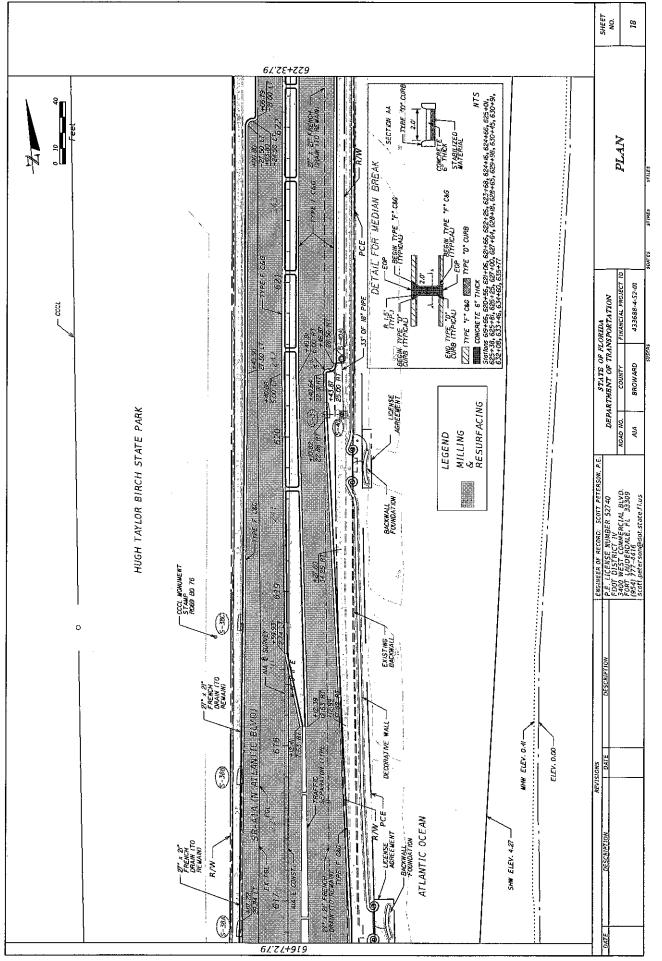
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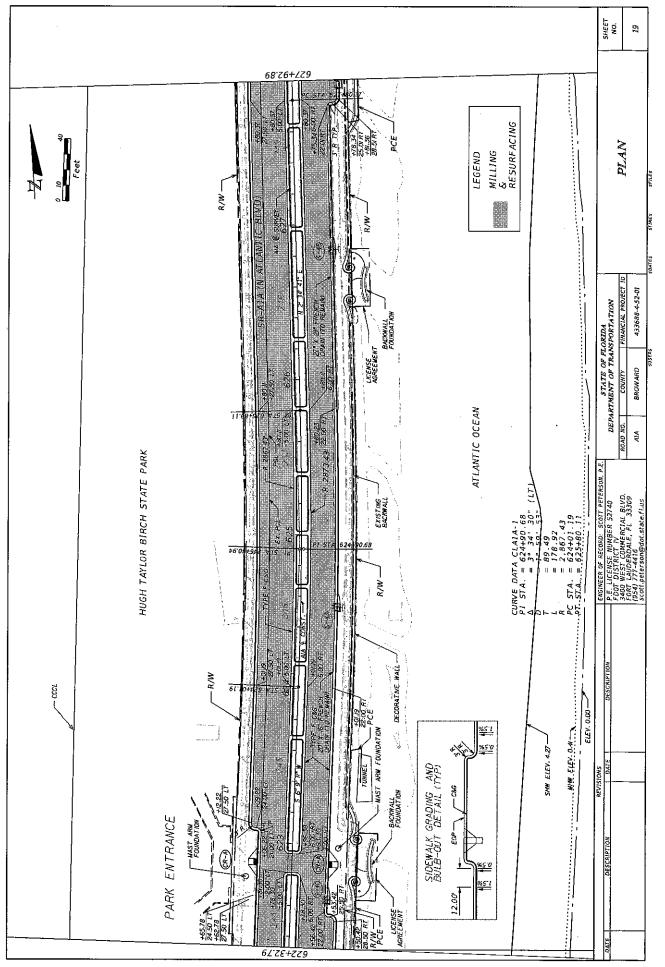
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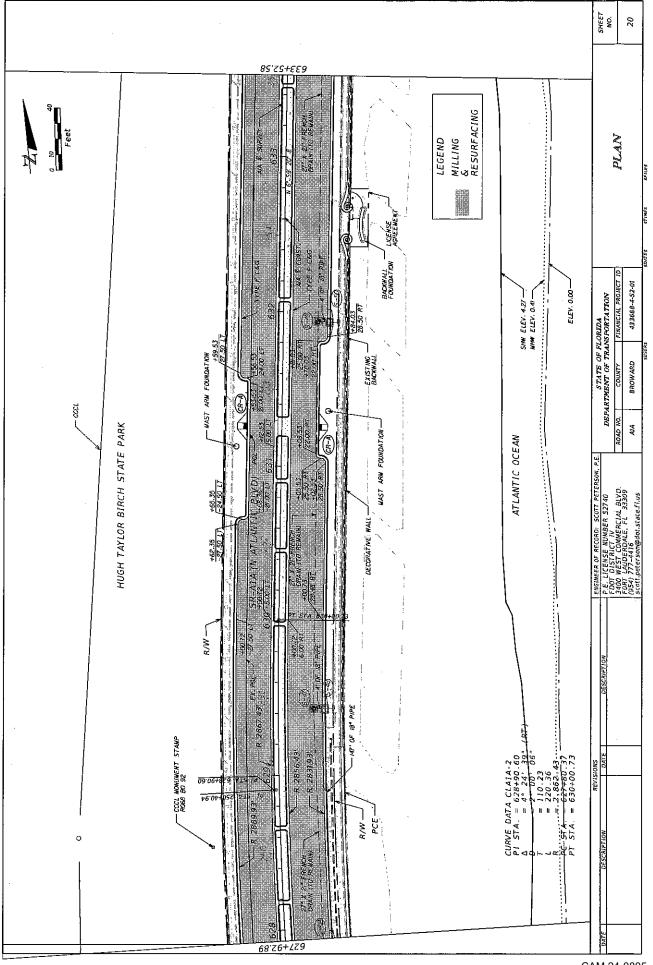
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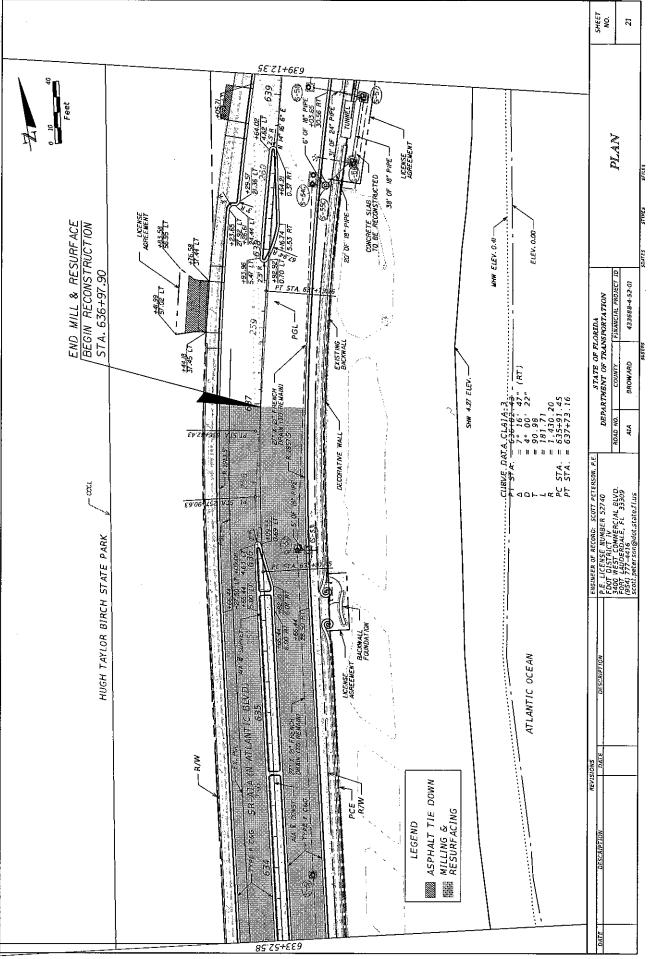
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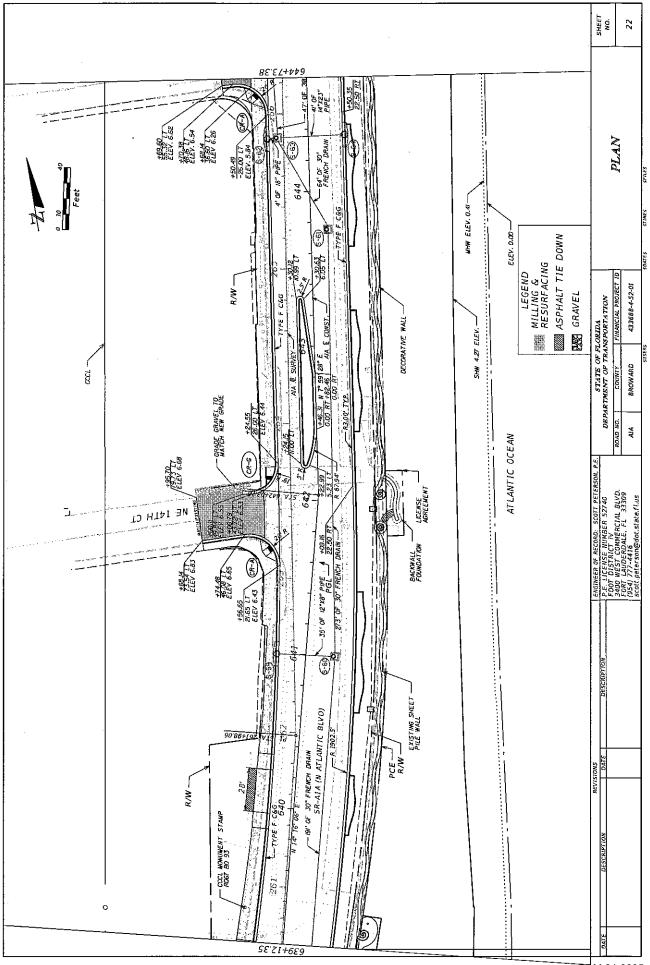
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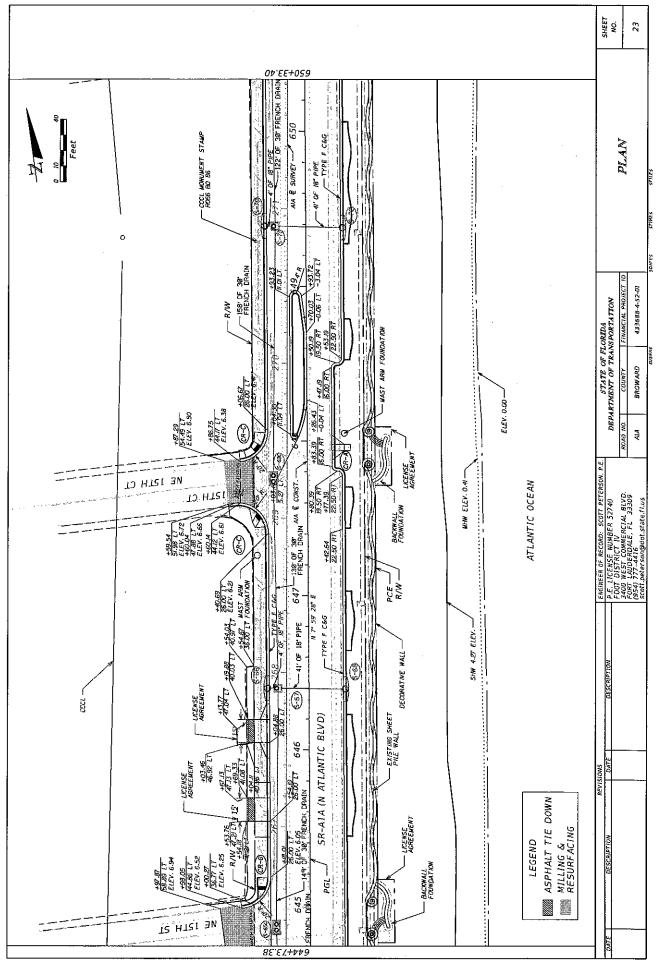
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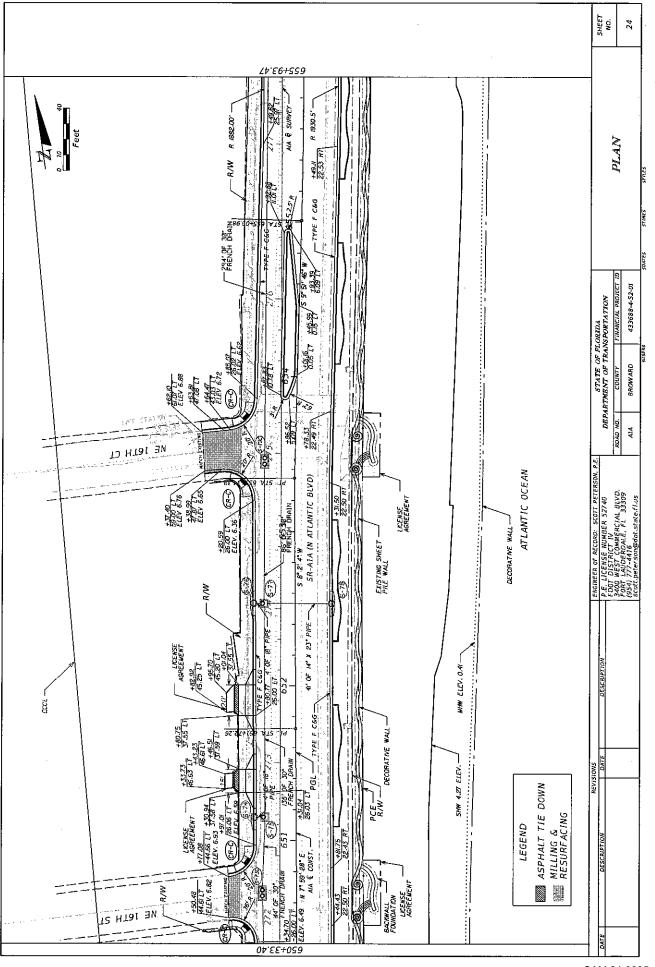
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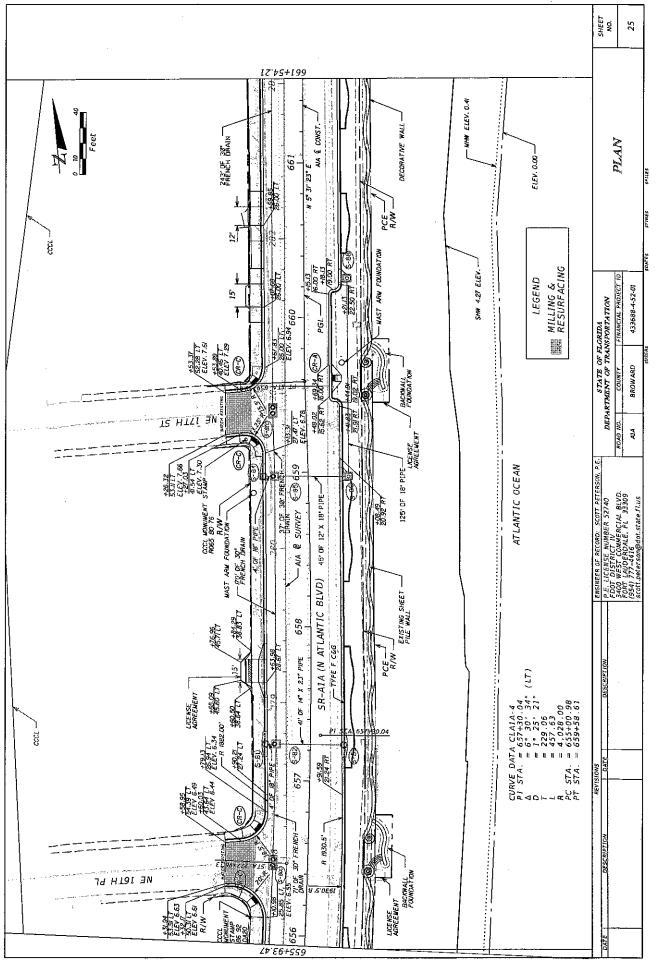
CAM 24-0805 Exhibit 1 Page 33 of 162



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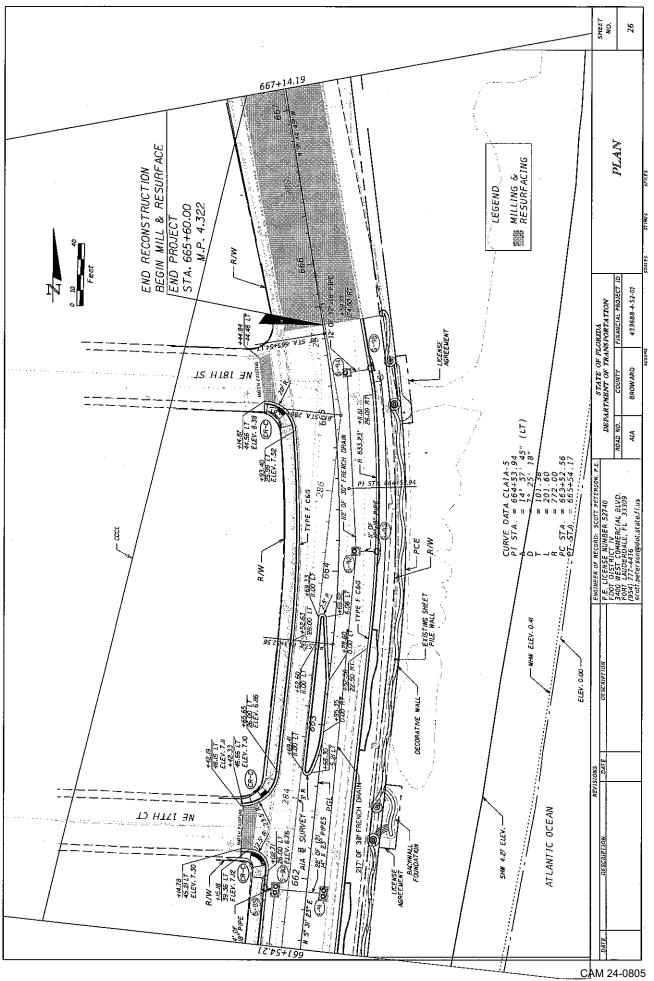


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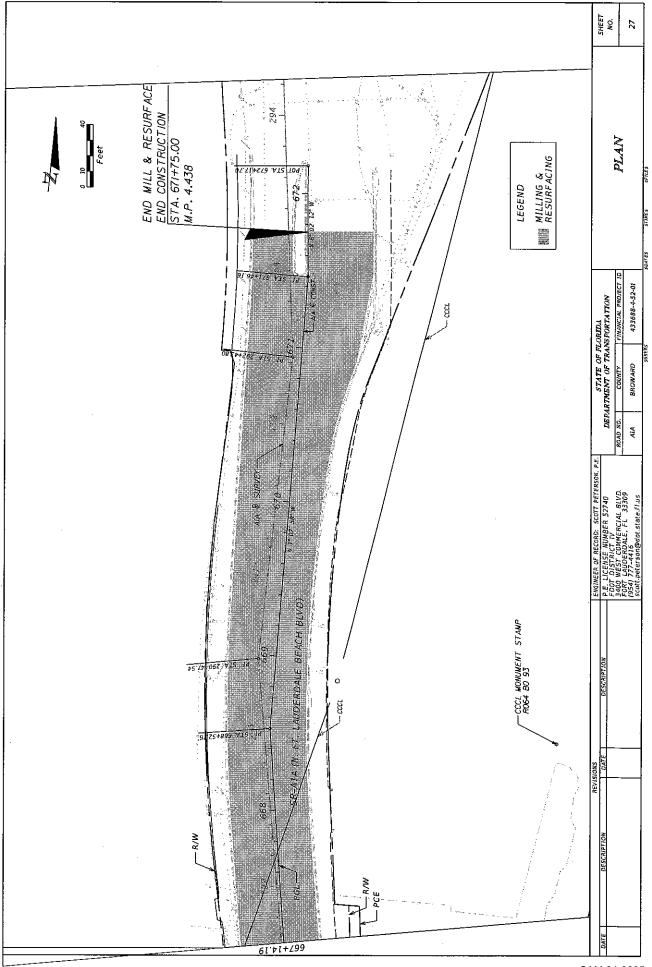


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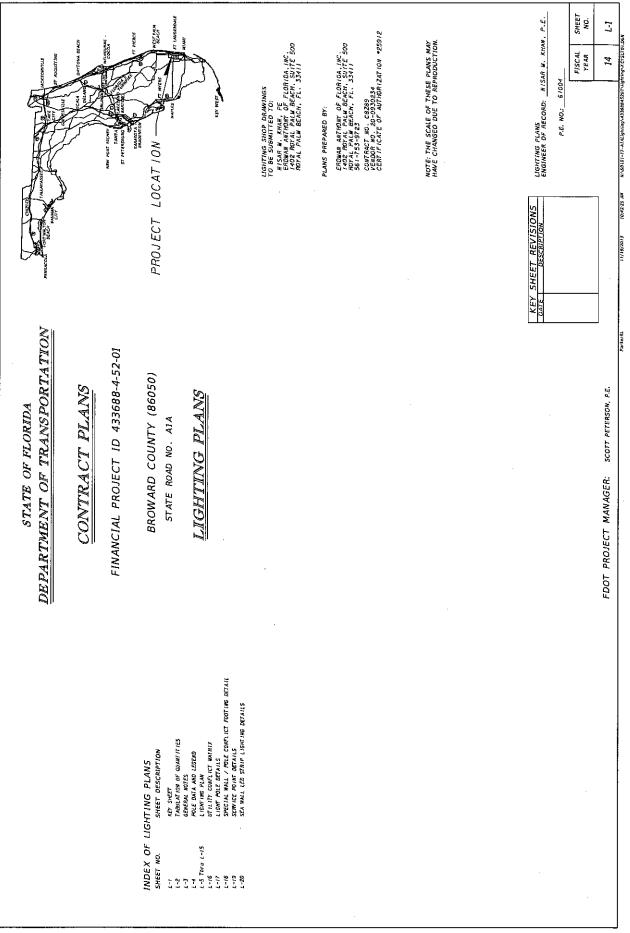
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11-2-069	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF.	158	757	1910	0	1777	1061	11	1889	1917	2044	-	1950		1706	2111	17127	17127		
21-2-0E9	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF.	0	0	88		0	80		0	23	142		214	3	96	147	778	778		
630-2-14	CONDUIT, FURNISH & INSTALL, ABOVE GROUND (WALL MOUNT)	LF	196	523	IES.		522	501	5	536	264 ·	529		535	3	231	384	5453	5453		
633 - 1 - 1 14	FIBER OPTIC CABLE. F&I. OVERHEND 97-144 FIBERS (WALL MOUNT)	LF.	227	564	265	~	582	598	- 2	572	530	593		585	25	589	444	5938	2938		
635-2-11	PULL & SPLICE BOX, F&I, 13"X 24" COVER SIZE	EA	0	-	10		60	11		8	12	17		12		18	13	119	119		
11-1-512	LIGHTING CONDUCTORS, F&I, INSULATED. NO. 10 DR <	LF.	569	1765	1941		1764	1992	NI I	1954	1829	2007		1102		1786	1472	16061	16061		
715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8-6	LF	600	2209	5888	90	3985	5691	4;	4722	5295	5913		6801	15	5155	4592	50856	50856		
715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED. NO.4 TO NO.2	LF.	0	0	0		0	744		788	0	0		0		0	0	1532	1532		
715-1-60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	57	Þ	0	0	$\left  \right  \right $	0	0	-	IEI	1283	0511		473	91	1060	551	4688	4688		
715-518-315	LIGHT POLE COMPLETE, SPECIAL DESIGN, Fål (DOUBLE ARMS, POLE TOP MOUNT, CONCRETE POLE)	EA	~	80	12		51	15		13	15	15		36		15	01	138	138		
715-7-11	LOAD CENTER, F&J, SECONDARY VOLTAGE	ΕA	0	0	+	$\parallel$	0				0	0	$\parallel$	~		0	I	4	4		Π
715-11-119	LUMINAIRE, F&I. RDADWAY, SPECIAL (LED SEA WALL)	ЕA		6	10		<u>в</u>	6		6	6	01		. 51		6	<b>6</b> 0.	34	94		
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COUNTY BROWARD

TABULATION OF QUANTITIES

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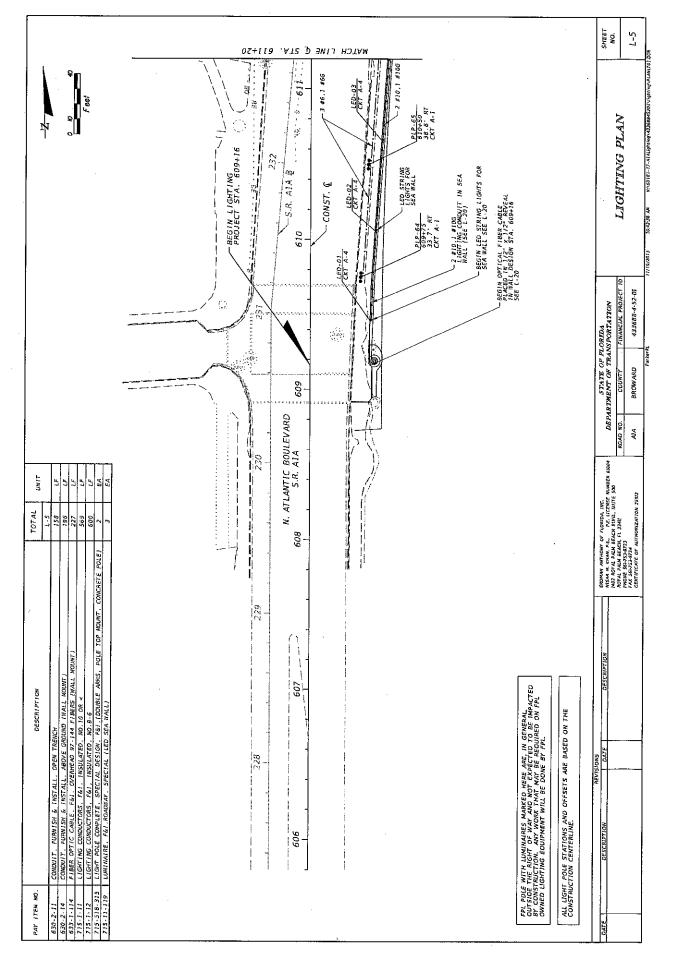
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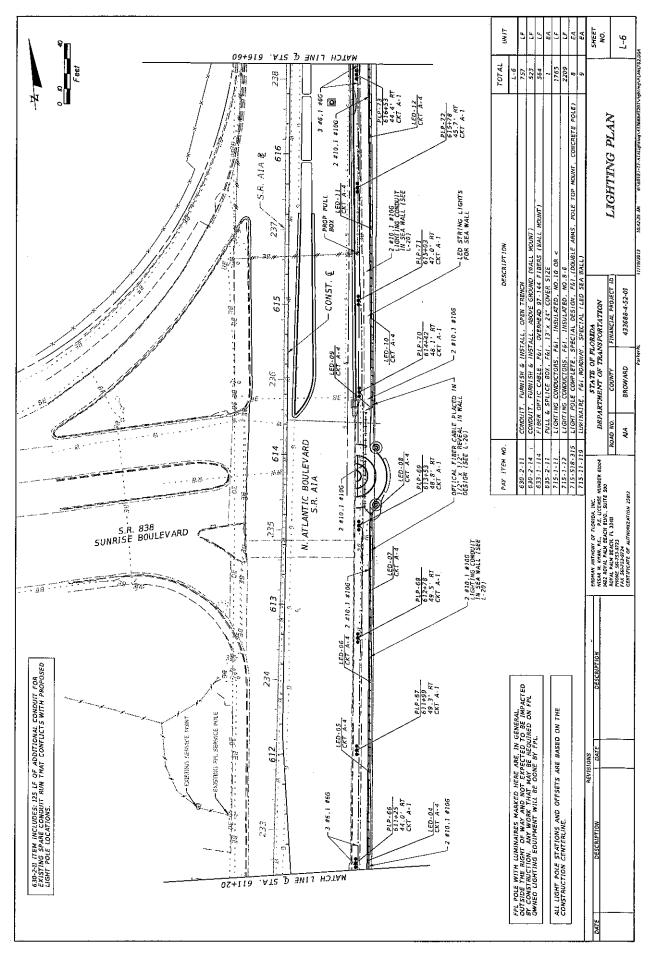
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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AT FINAL INSPECTION THE CONTACTOR SHALL VERITY THE HORIZONTAL FOOT CANDLES LEVELS ON THE ROADWAY WITH AN APPROVED. CURRENT-CALIBRATED LIGHT WETER. ALL COMDUIT TRENCHES SHALL BE BACK FILLED COMPLETELY TO PROVIDE SAFE CROSSSING BY THE ENO OF EACH WORKING DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE. THE CONTRACTOR SHALL NOT OPEN AMY AREA THAT CAN NOT BE BACK FILLED IN THE SAME DAY/NIGHT DEERATION. THE CONTRACTOR SHALL NOTIFY FLORIDA POWER AND LIGHT CO. (FP&L) AT LEAST 48 HOURS (2 WORKED OAYS) PRIOR TO ANY INSTALLATION THAT IS WITHIN 10 FEET OF EMERIZED ELECTRICAL CONNELORS. FLORIDA POWER AND LIGHT CO. (AT 11'S OPTION), MAY ASSIST THE CONTRACTOR. COVER UP EMERIZED CONDUCTORS AT INSTALLATION SITE. OR TAKE OTHER SAFETY PRECADATIONS SECESSARY EXTREME CAUTON STALL BE EXERLIZED ON TAKE OTHER SAFETY PRECADATIONS AR ENCESSARY EXTREME CAUTON SAFLIATION SITE. OR TAKE OTHER SAFETY PRECADATIONS AR ENCESSARY EXTREME CAUTON SAFLIATION SITE. OR TAKE OTHER SAFETY PRECADATIONS AR ENCESSARY AND THE PRIMARY HIGH VOLTAGE COMPONENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES PRIOR TO ANY UNDERGROUND WORK. THE UTILITY COMPANY WILL LOCATE AND IDENTIFY THEIR FACILITIES THE LOCATIONS OF THE NEW LIGHT POLES MAY BE SHIFTED BY THE ENGINEER TO ACCOMMODATE LOCAL CONDITIONS ANO/OR EXISTING UTILITIES. ALL ENCLOSURE(5) SHALL BE SIZED TO ACCOMMODATE ALL SPECIFIED EOUIPMENT MAINTAINING NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 MINIMUM CLEARANCES. PRIOR TO ANY EQUIPMENT ORDER. THE CONTRACTOR SHALL SUBWIT FOR APPROVAL EQUIPMENT Specification on design ofta for all material proposed for the project. These Must Specifically include: ENOS OF CONDUITS SHALL BE SEALED WITH ELECTRICIANS PUTTY AFTER WIRING IS COMPLETED ALL CONNECTIONS SHALL BE MADE IN THE PULL BOX NEXT TO THE BASE OF THE LIGHT POLES UTILISHE THE MATERPROOF POLE CABLE DISTRIBUTION SYSTEM. CONNECTIONS TO THE GROUND ROD INSIDE THE PULL BOX SHALL BE CLON WELDEO. ALL OTHER CONNECTIONS SHALL USE APPROVED CABLE CONNECTORS, PCDS SHALL BE IP-68 RATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POWER TO THE LOAD CENTERS AND ALL STITING TENPORARY AND PRODESED LIGHTING FLIXURES DURING ALL PHASES OF CONSTRUCTION WHILL FILML ACCEPTANCE BY THE FOOT THE CONTRACTOR SHALL MAINTAIN THE EXISTING LEVEL OF ILLUMINATION ON THE TRAVELED ROLDWAY THROUGHOUT CONSTRUCTION AND SHALL COORDINATE REMOVAL WITH INSTALLATION. ALL CURRENT CARRYING COMPONENTS SHALL BE DF COPPER CONSTRUCTION AND PROVIOE FULL RATED NEUTRAL BUS AND GROUND BUS. TELEPHONE NUMBER 954.723-2540 954.847.2641 954.847.2641 954.973.6786 954.972.8126 954.477.8405 954.473.8405 954.453.0805 955.453.0805 955.453.0805 MAINTAINING AGENCIES ARE THE CITY OF FORT LAUDERDALE - SCOTT SUNDERNEIER (954-828-5262). OTIS REVE STARON GROSS DATID J. O'CONNOR SAN ARMA SAN ARMA SAN ARMAE TAREA AUGUSTIN JOSEN SANTE JOSEN SANTEZ AMEGA AUGUSTIN ALL MATERIALS SHALL BE NEW AND "UL" LISTED AS APPLICABLE CONTACT LUMINAIRE PHOTO METRICS POLE STRENGTH CALCULATIONS LOAD CENTER ELECTRICAL EQUIPMENT DATE SNOISINE DESCRIPTION GENERAL NOTES UTILITY OWNERS: COMP ANY ଟଳିତି 11. Ľ. 14. 12. 8 10. IS. Ň m 4 ŝ ġ. ~ 6. DATE

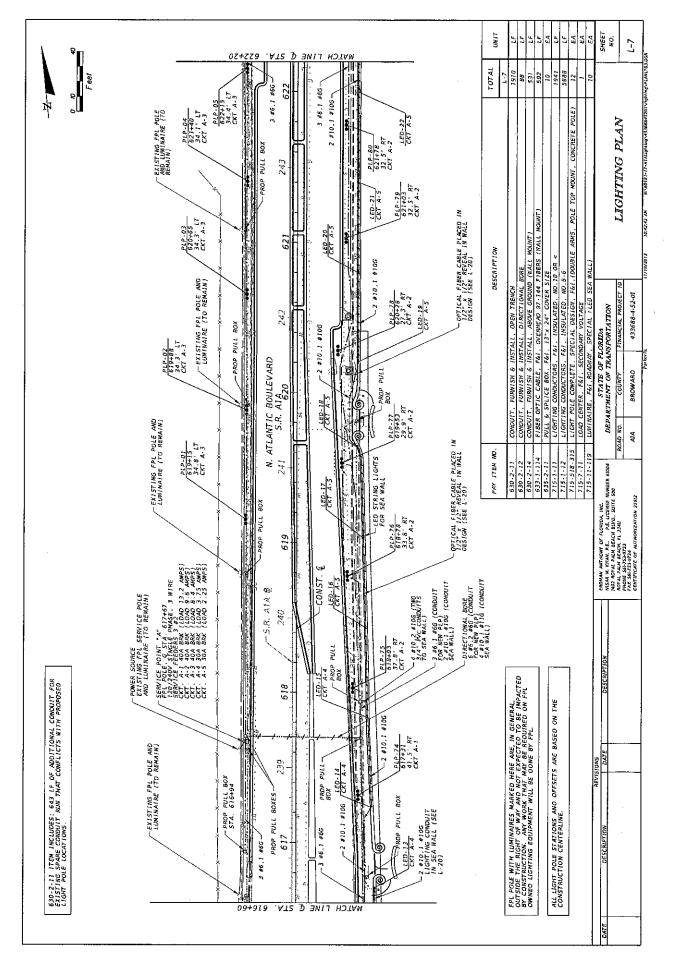
		ובעוש	1.0 Foot Candles	Dr Less		150 MPH										NO	ite to Remain		Remain					ouli box	_	suli hox	5		7504 of	F-18.						quivalent)	uivalent)	L-J7 far													HDPE)	HDPEJ				SHEET	NO.		L-4
	CONVENTIONAL	>	Average Initial Intensity 1.0			Wind Speed 150								LEGEND		SYMBOLS DESCRIPTION	oris Existing FPL Pole and Luminaire to Remain		Contracting Street Light Pole to Remain		n existing pull box	Deposed pull box		E Proposed pull box (Replace pull box	over existing spare conduits	- Pronosed pull box (Replace	over existing lighting conduits)	lond Control Distriction	d requirements see Index No. 17504 of	Design Standards and Sheet	EED string lights on sea wall					LE-240V-GLO5S-BLACK (or approved e	(West Side): 72W - CITTA-FLL-72W LED AMBER-TRLE-240V-GLOSS-BLACK (or approved equivalent) Bracket: FCC-FLL-BR2-22-8KTX for annound enviolent)	with Internal base bolting, See sheet		nderground) (2 Run)	aventent (2 Run)		round) (1 Run)	) (1 Run)	d (1. 810)		(1 + 1 Run )	(1 + 2 Run)		risposed birectioner bute Control Mith (underparent) (1 T 1 Mul) (2-2 Murch	Proposed Directional Bare Conduit Crossing SR AJA (Underpavement) (2 + 2 Run) (4-2" HDPE)	Proposed Directional Bore Conduit Crossing SR A1A (Underpavement) (2 + 4 Run) (6-2" HDPE)						POLE DATA AND LEGEND	
	PAY ITEM	215-518-315		715-518-315 UTI	Ś	715-518-315 Wir	715-518-315	715-518-315	715-518-315	715-518-315	715-518-315	715.518.215	715-518-215	715-518-215					715-518-315	715-518-315	715-518-315	715-518-315	715-518-315	715-518-315	715-518-315	715-518-315	715-518-215	715-518-315	715-518-315	715-518-315	715-518-315		DESCRIPTION		win Fixtures and Twin Bracket Assembly.	FLL-100W LED AMBER-TA	FLL-72W LED AMBER-TRU TX for annound pomio	stressed Concrete Pole		Existing 2" PVC Conduit Only (2" Sch. 40 PVC) (Undergraund) (2 Run)	Existing 2" PVC Conduit (2" 5ch 40 PVC) (Undergevenent) (2 Bud		Existing 2" PVC Conduit (2" Sch. 40 PVC) (Underground) (1 Run)	Proposed Conduit (3/4" Sch. 40 PVC) (In Sea Wall) (1 Run)	Proposed Conduit (372° Sch 40 BVC) (Understraind) (1 Bun)		Proposed Conduit (2" Sch. 40 PVC) (Underground) (1 + 1 Run )	Proposed Conduit (2" Sch. 40 PVC) (Underground) (1 + 2 Run)	and the state of t	Conduit Mich (diable pay	Conduit Crossing SR Al	Conduit Crossing 58 A	•					FOLE DA	
A	FOUNDATION SEE SHEET		21-7	21-7	1-17	21-7	1-17	1-17	21-7	21-7	1-17	1.17	-1-1	- 12			1-12	11-7	11-1	1-12	1-17	1-17	1-17	1-17	1-17	11-1	1-17	1-17	21-7	1-17	1-17		DEC	2 L	es and Twin Br	100W - CITTA	: 72W - CITTA-	ative Spun, Pre		PVC Conduit 0	PVC Conduit (2		PVC Conduit (2	anduit (3/4" 5c	onduit (3/0° Sr		onduit (2" Sch.	onduit (2" Sch.	and Developed		irectional Bore	irectional Bore		100N( (KBX)				IECT ID	2-01
DAT	V POLE		+	26.5 RT		26.5 RT		26.5	26.5 RT	26.5	1	+	1	╈	+	+	+	+	-			-		29.8 RT		1	+	+	1	í –	28.6 RT				Twin Fixtur	(East Side):	(West Side) Bracket: EC	Pole: Decor	oerans.	Existing 2"	Existina 2"	6	Existing 2"	Proposed C	Pronted C		Proposed C	Proposed C	0	n nachdolu	Proposed D	Proposed D	Tubble T	(cax) Jubaau guijsixa		RIDA	PORTATION	FINANCIAL PRO	433688-4-52-01
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POLE D	STATION PO			-	661+96 35.0 LT	_		664+15 34.5 LT	-		609+75 33.7	610+50 38.8 RT	125		10 3 0V 827613		Т		615+03 47.0 RT		Í			-	619+53 29.9 RT				622+53 32.5 RT				+	-	1N 0.25 25.627		50421 34.0 A	+	+	+	632+20 32.5 RT		633+70 32.5 RT		635+94 34.7 RT	+	-	18+11 32.0 RT	638+68 33.0	-		641+86 28.4 RT	£29	3+34 26.5 RT	SHEET L-18	ERDMAN A	MISAR M. I	ROYAL PAL	FAX 561-75
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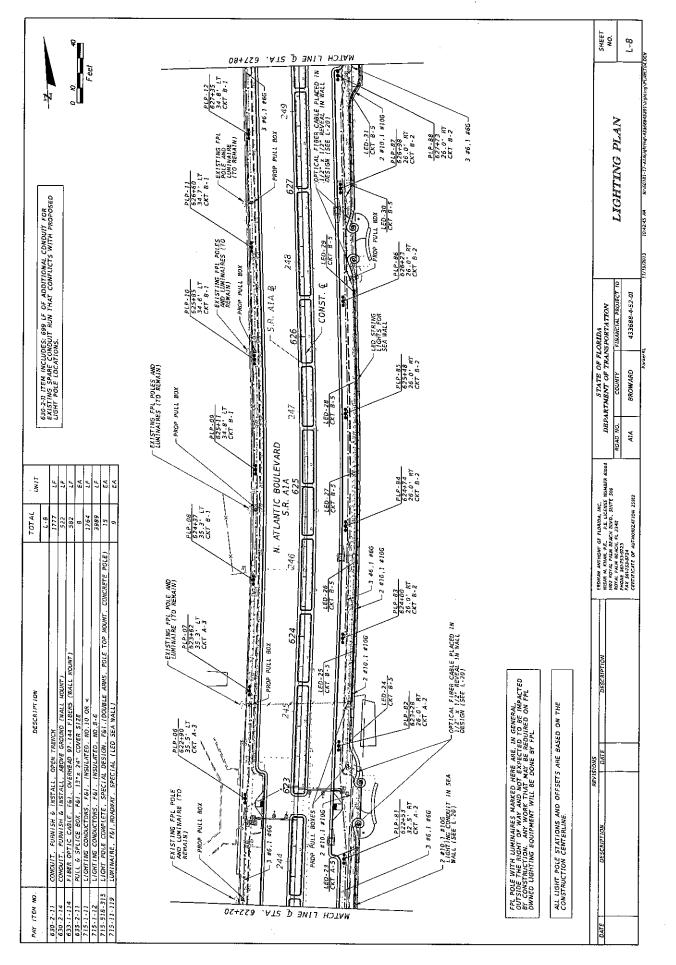
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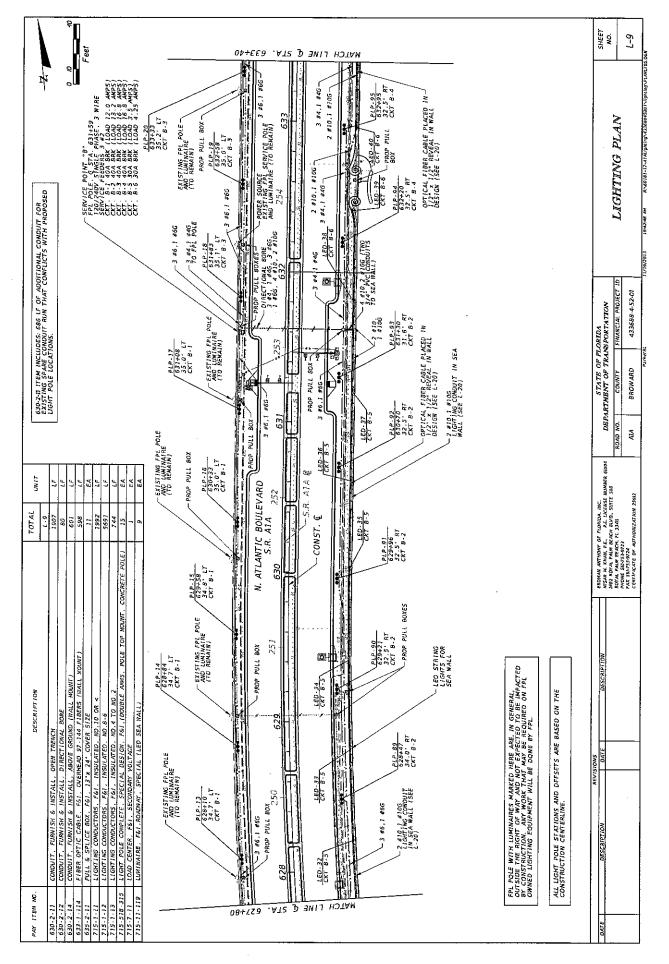
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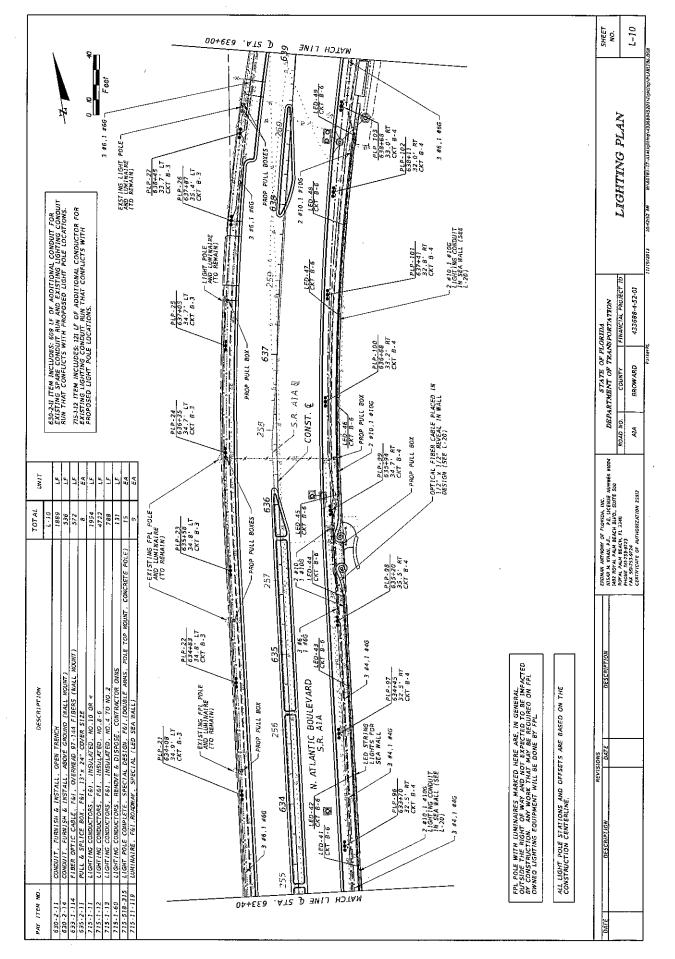
CAM 24-0805 Exhibit 1 Page 45 of 162



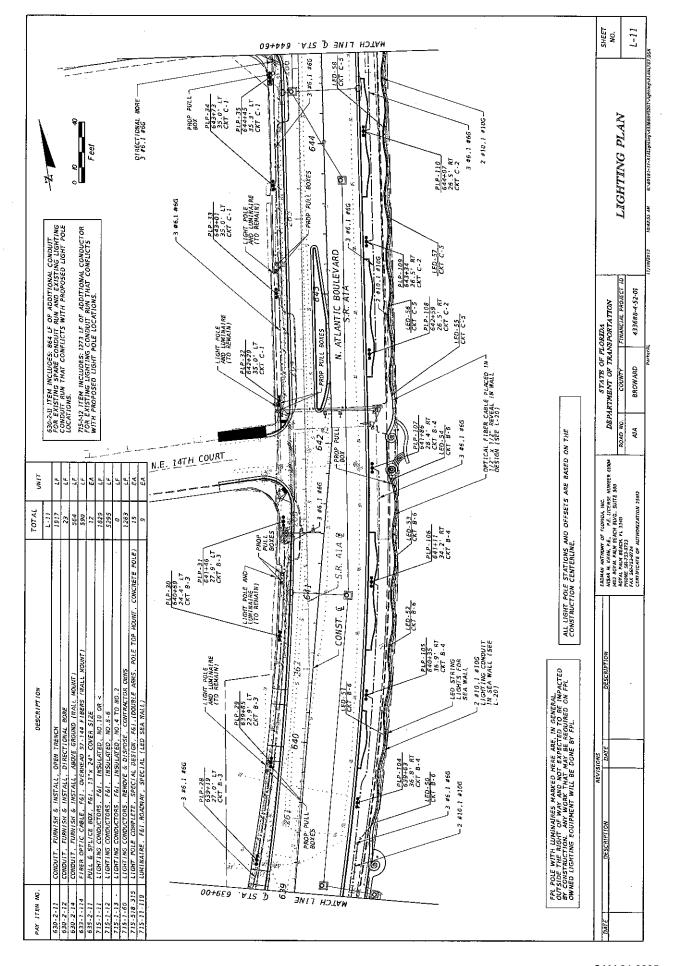
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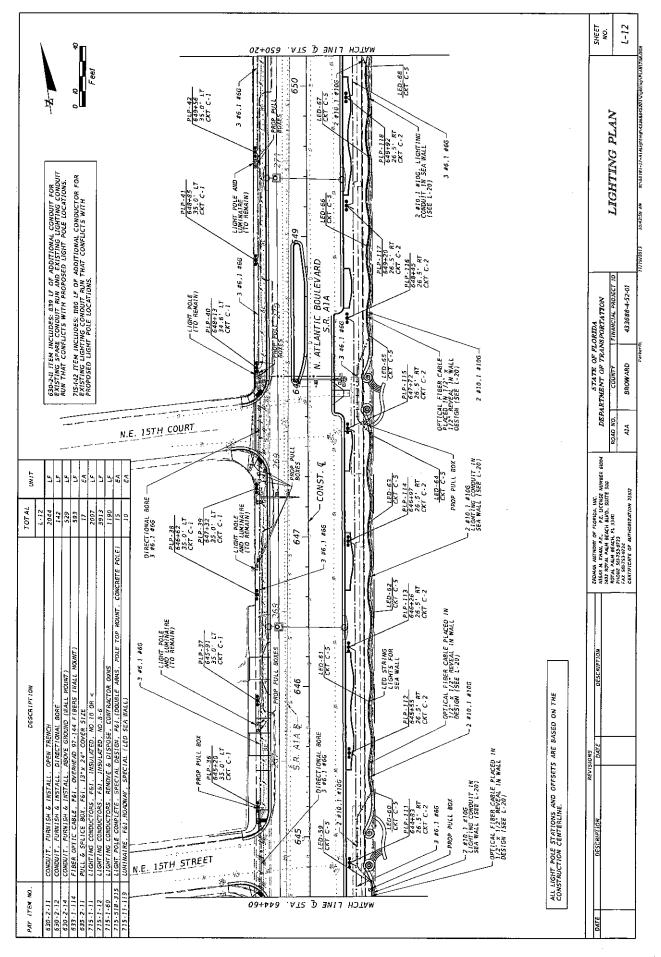
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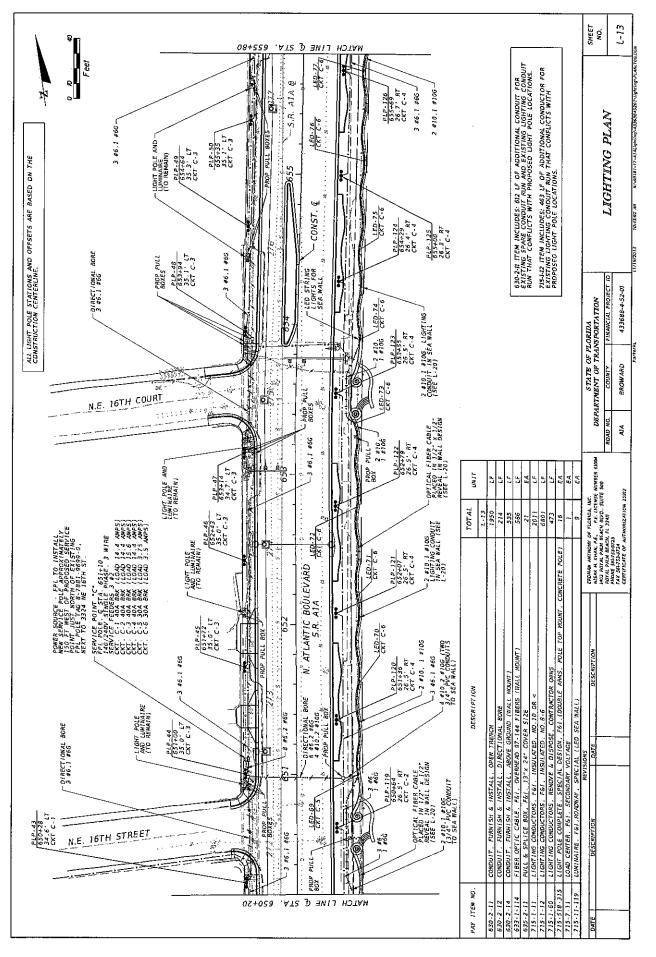
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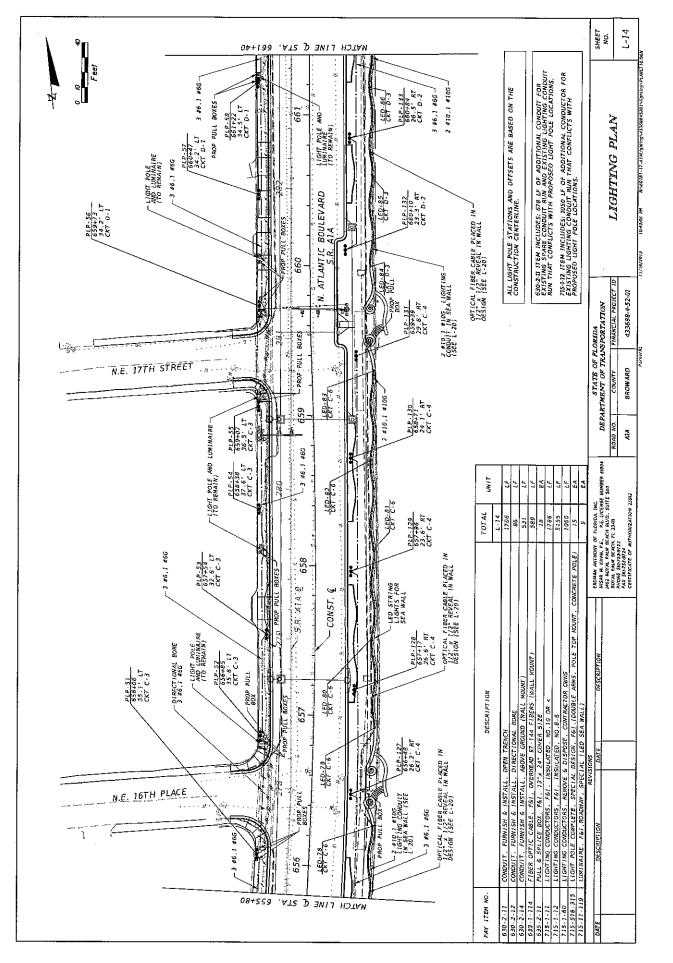
## CAM 24-0805 Exhibit 1 Page 49 of 162



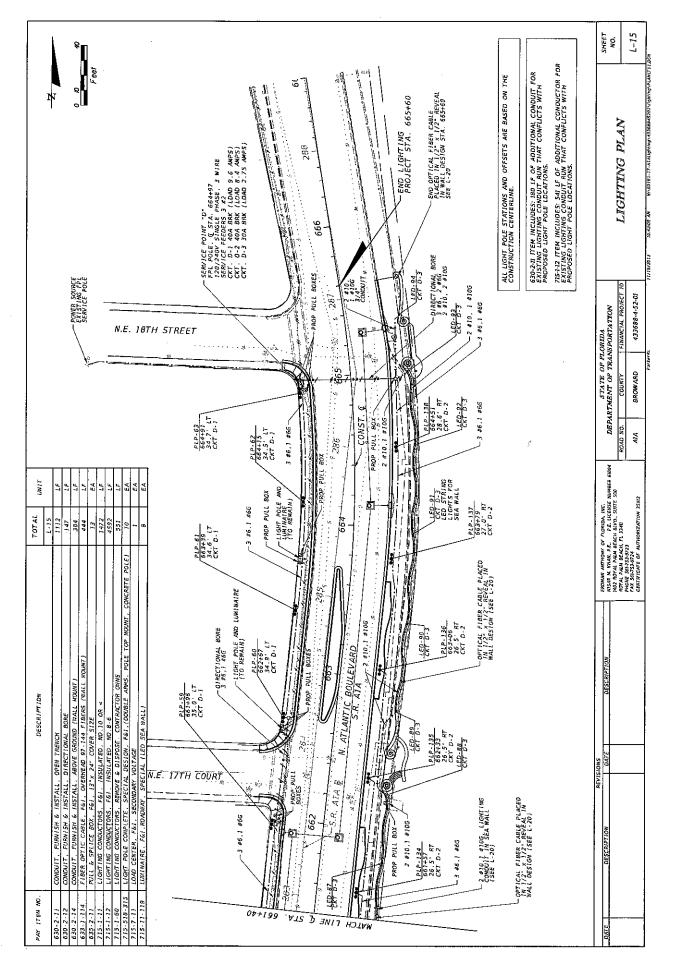
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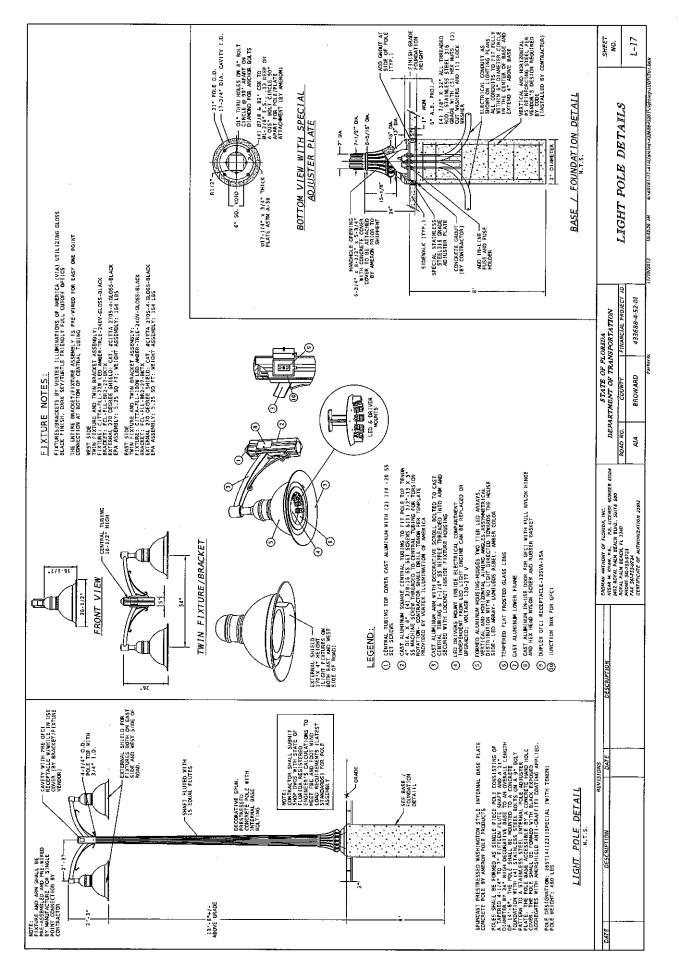
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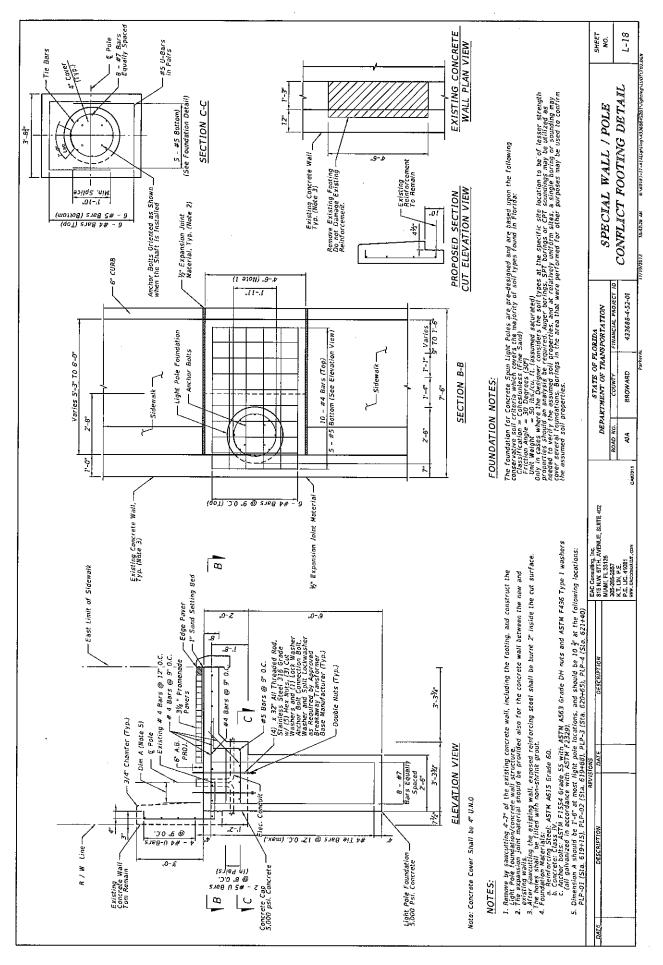
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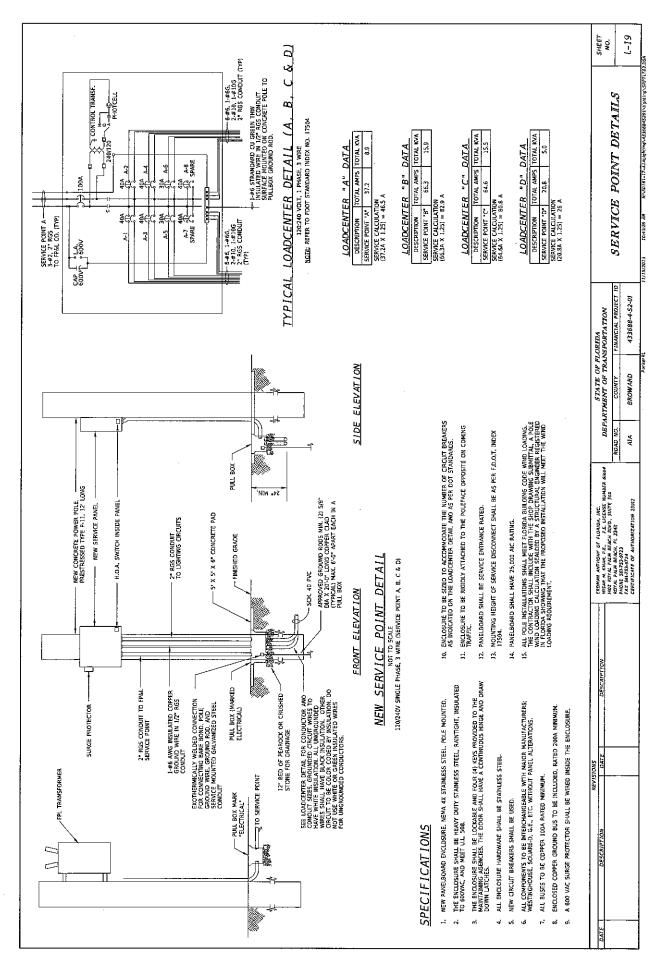
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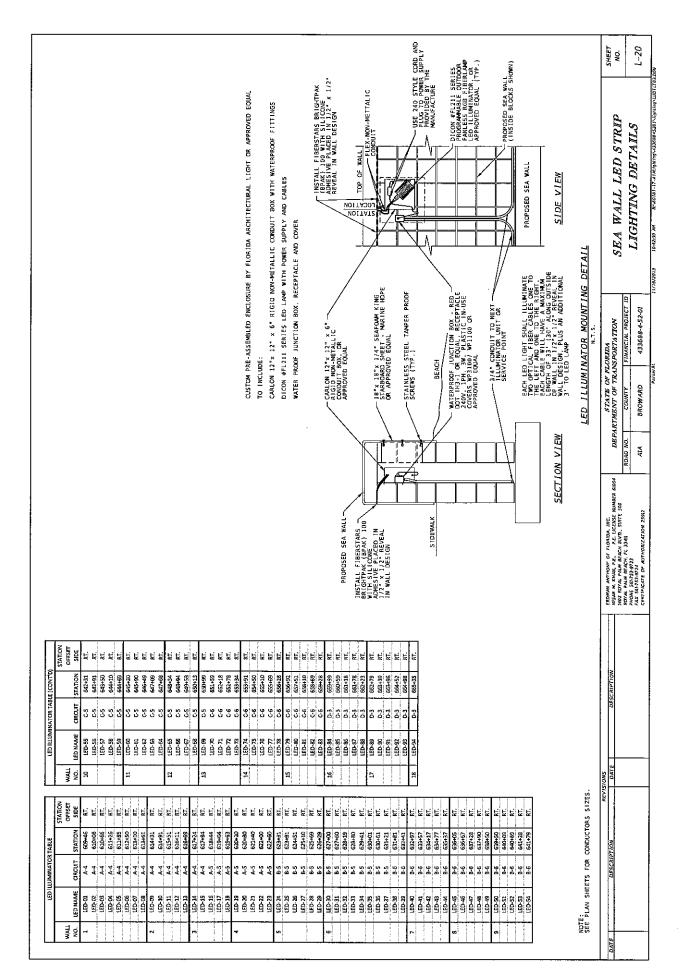
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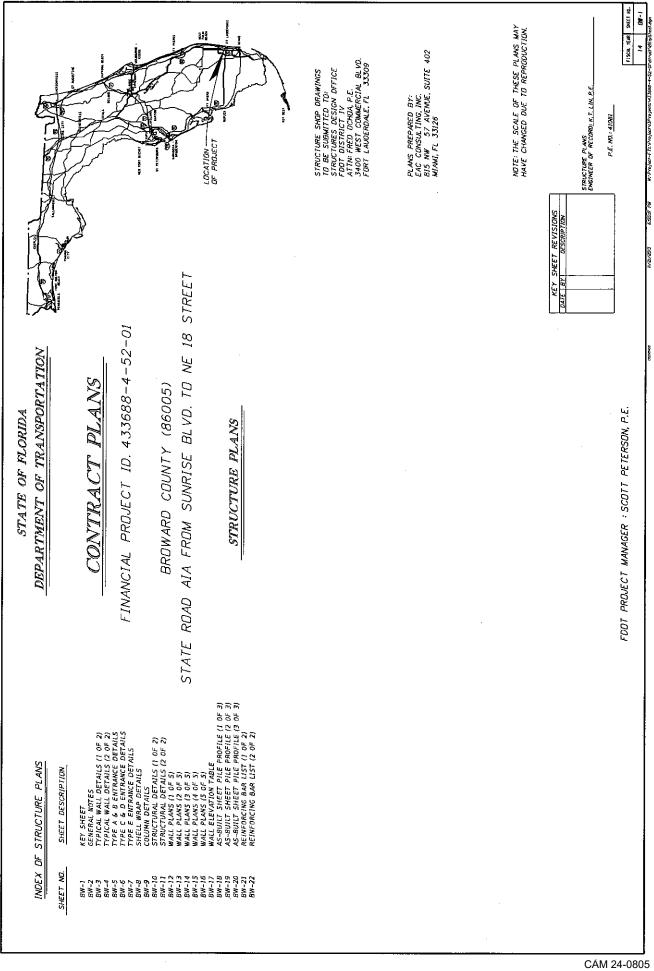
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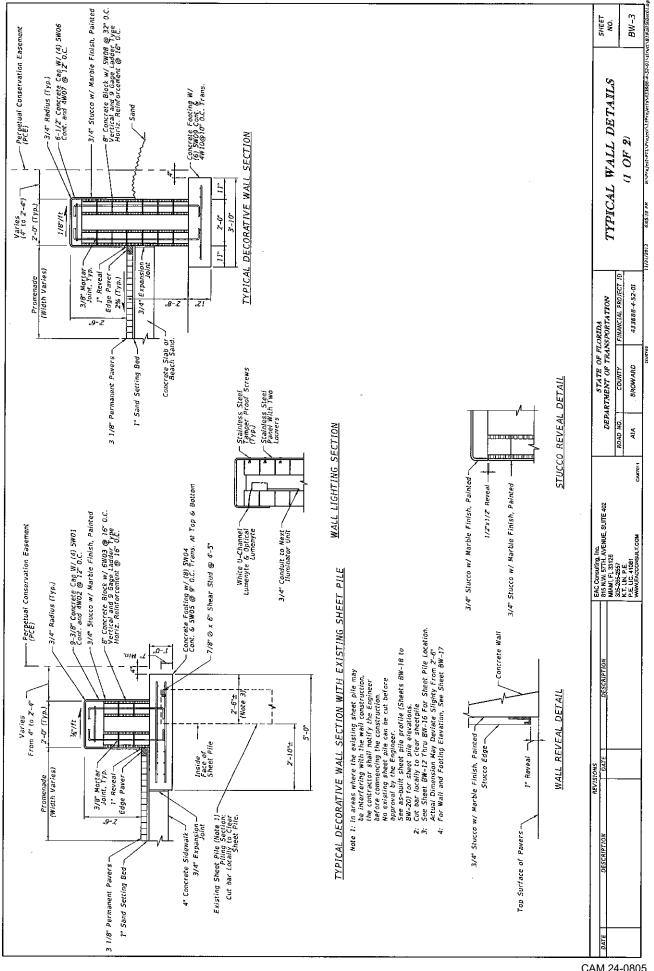
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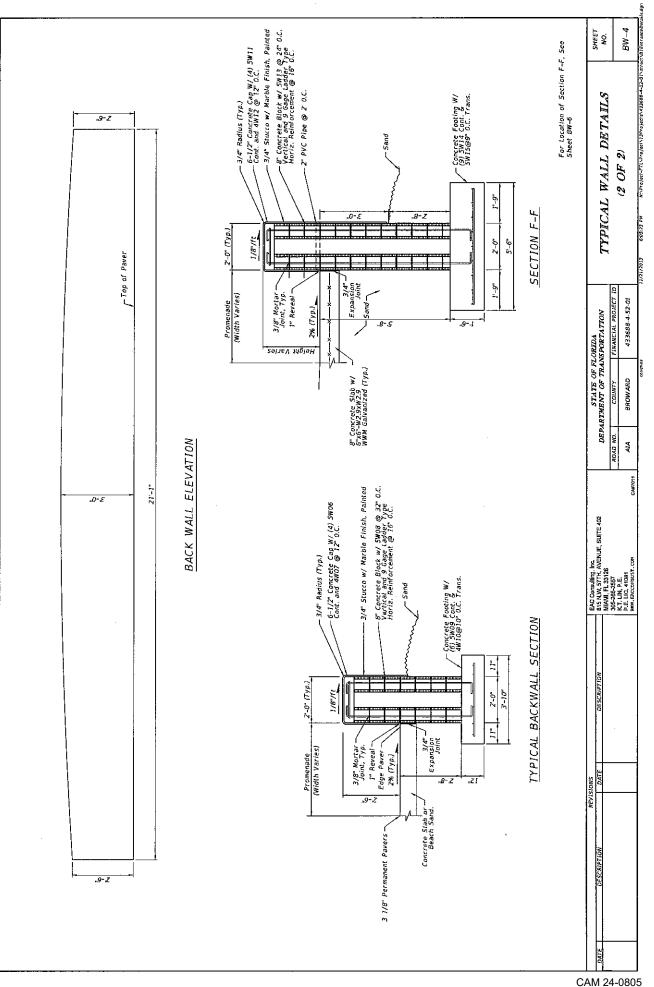
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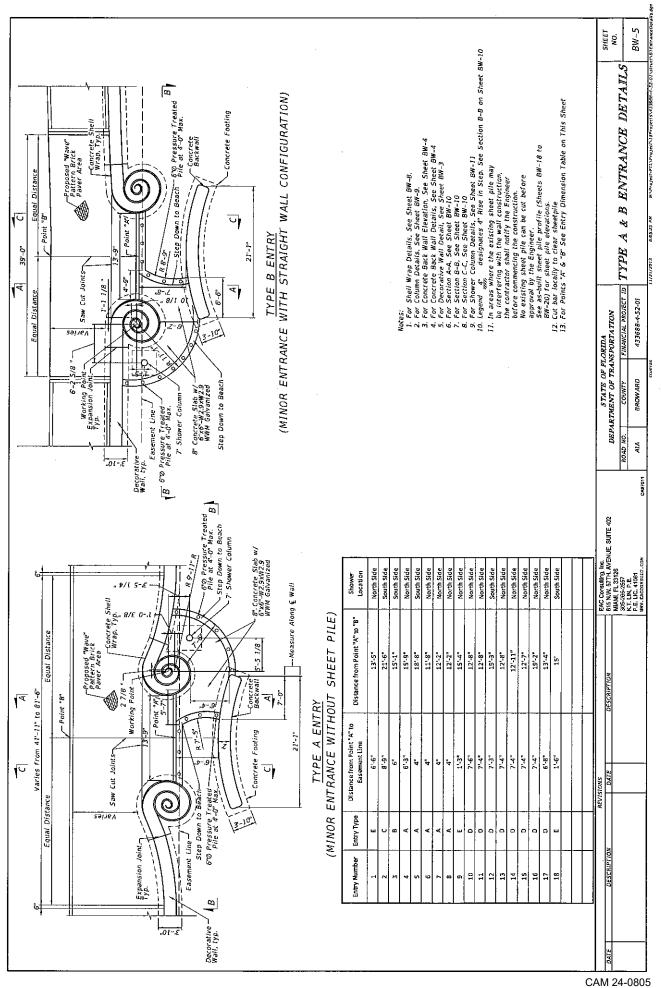
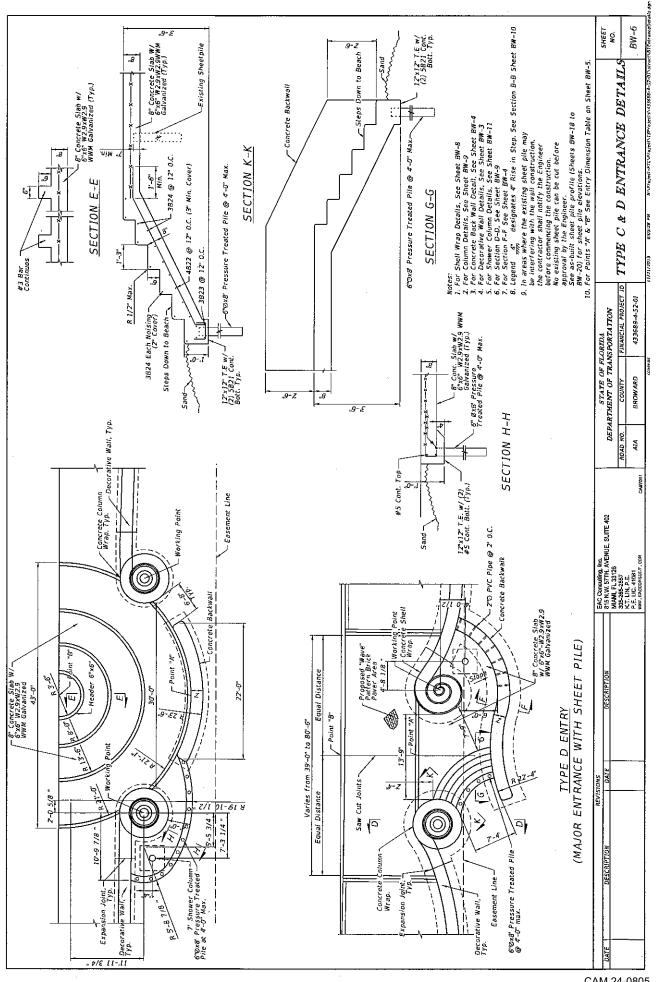


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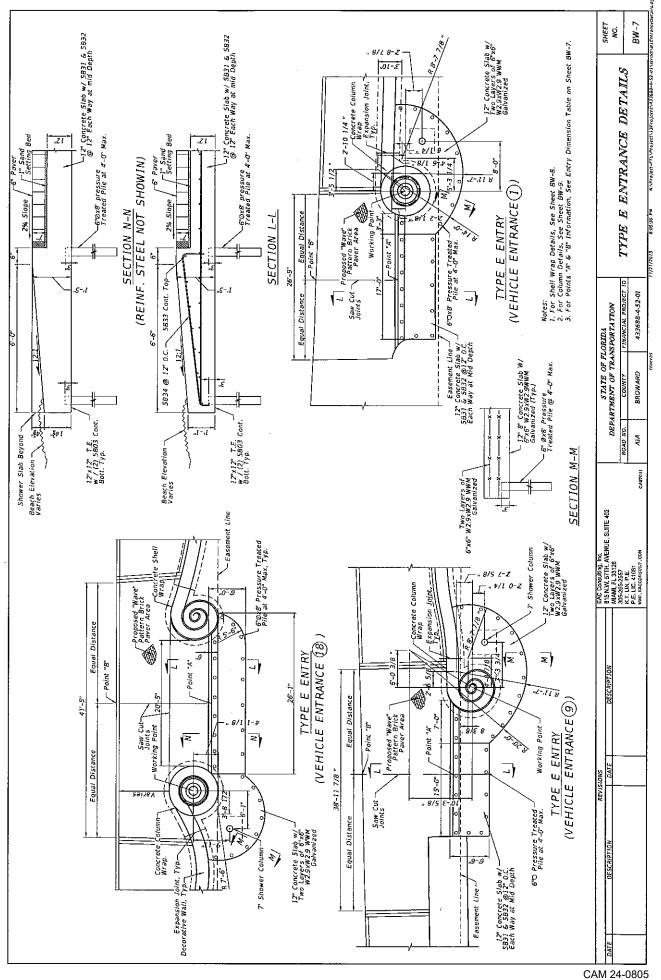
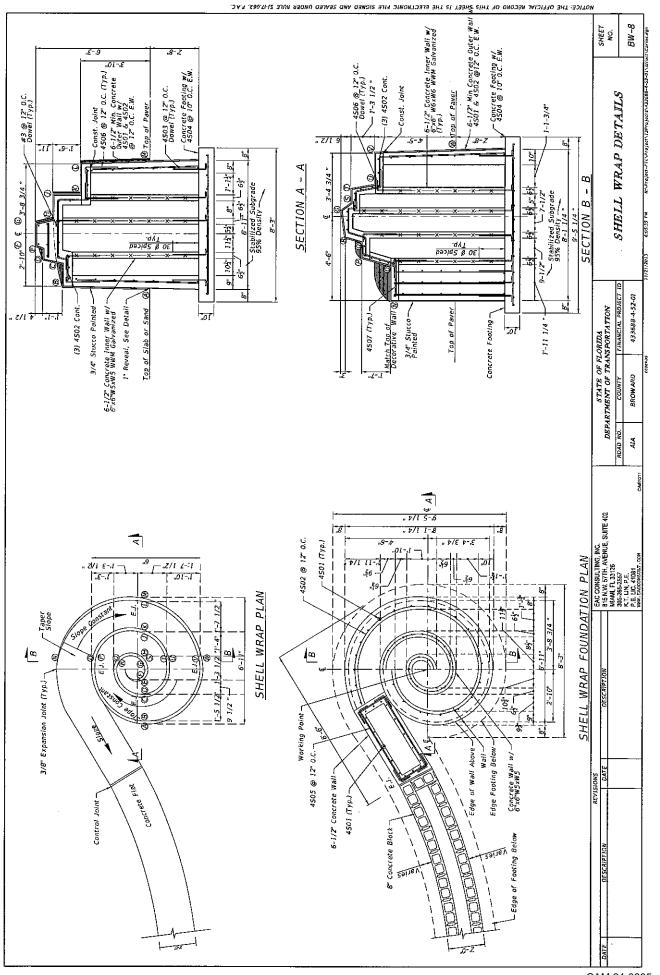
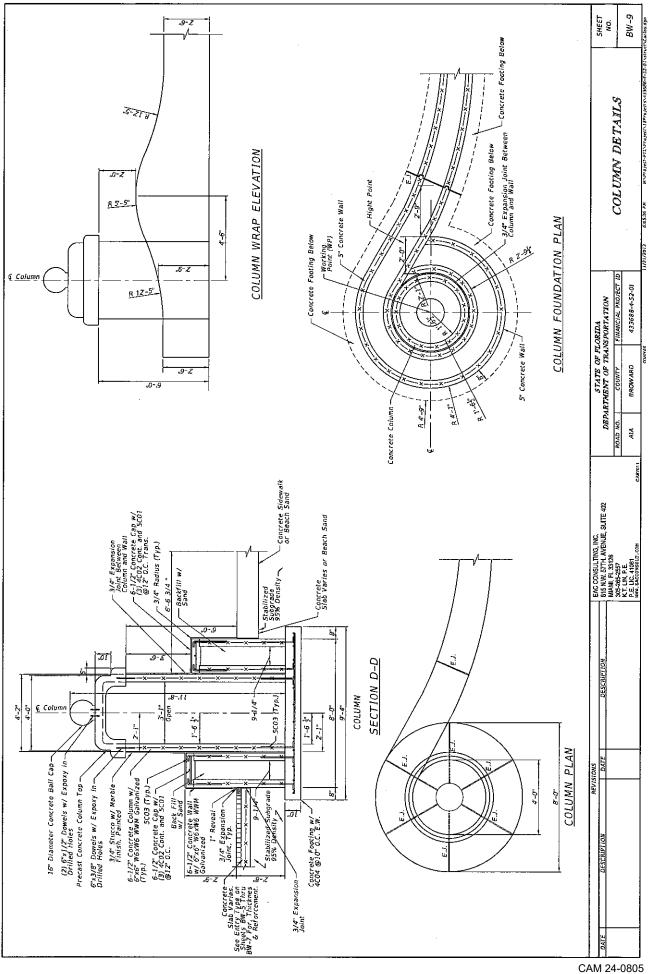


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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE S1/17,062, F.A.C.

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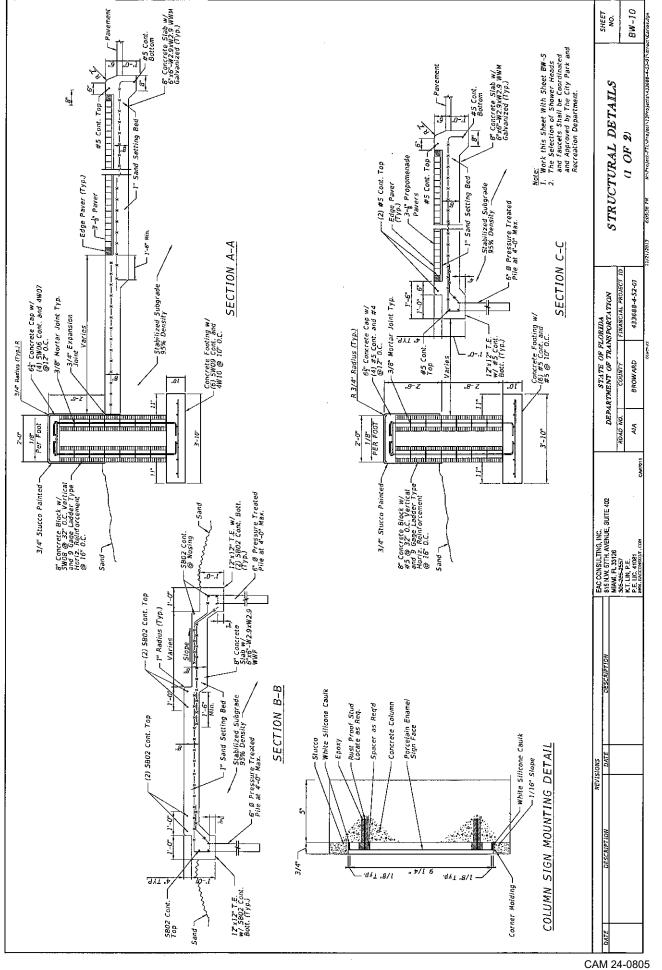
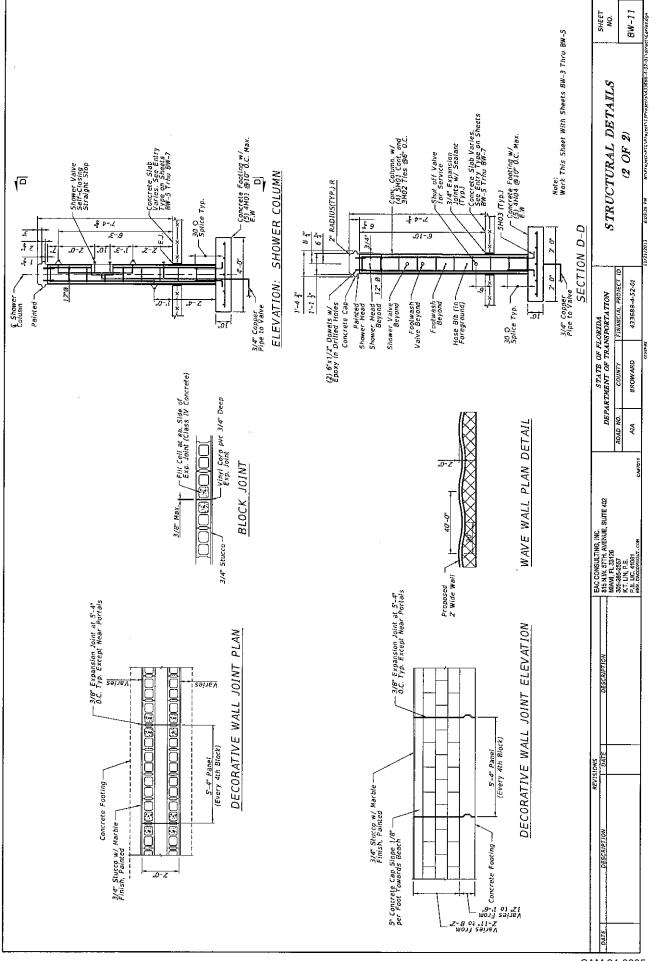
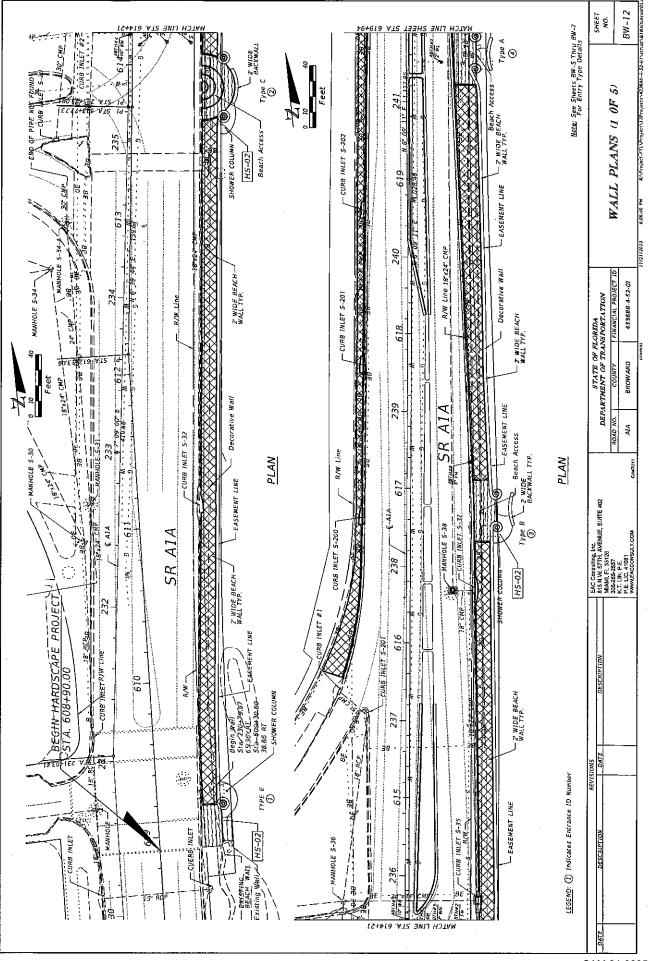


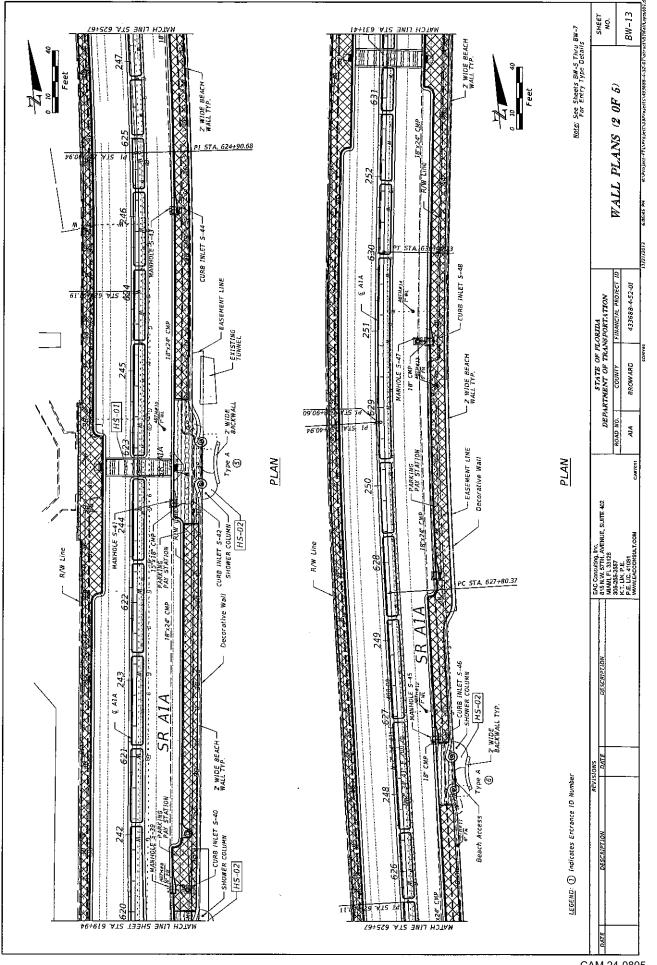
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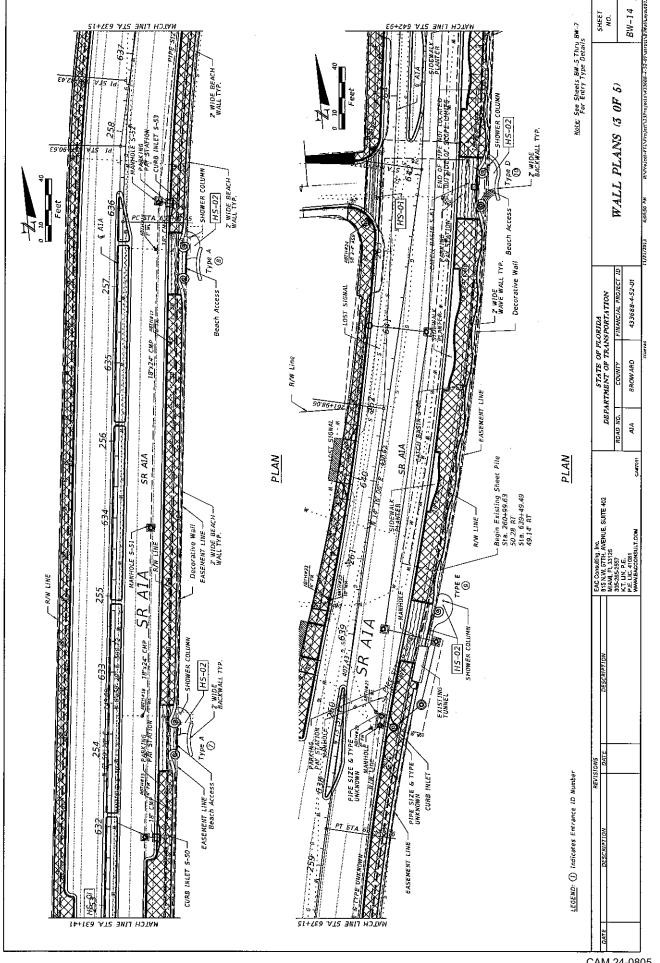
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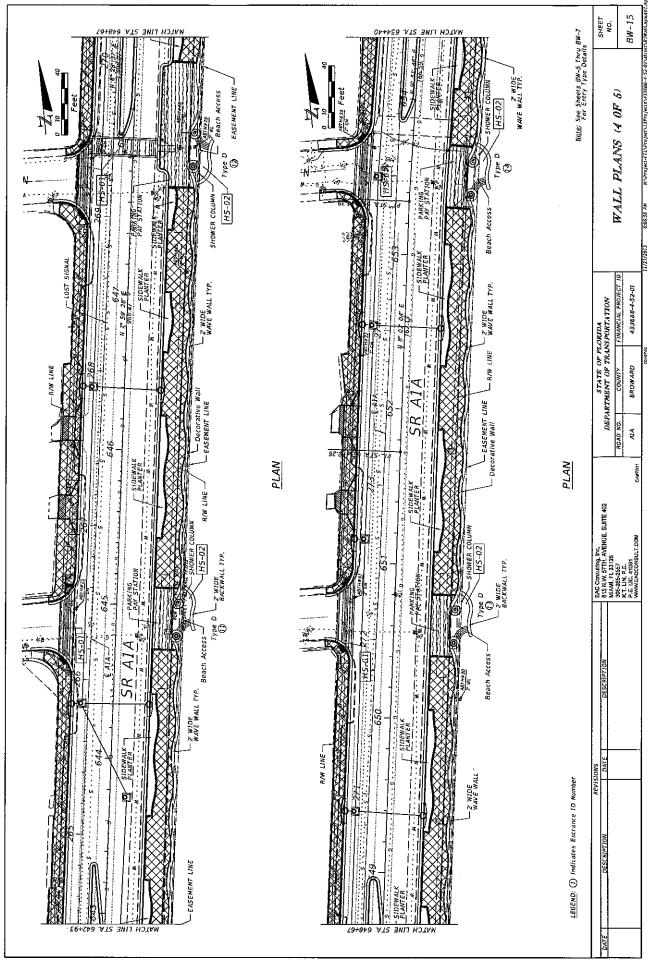
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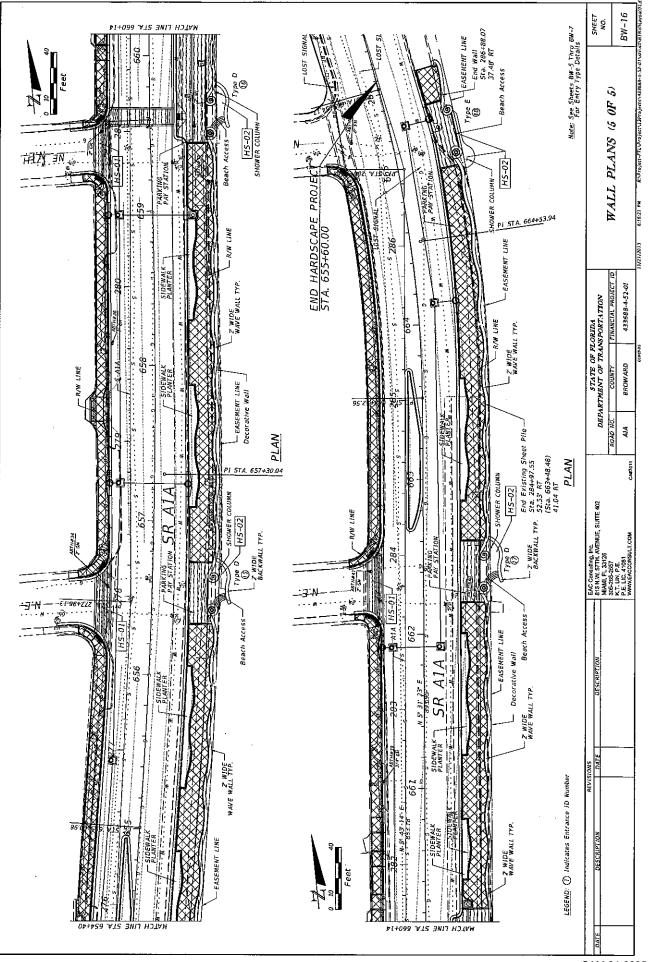
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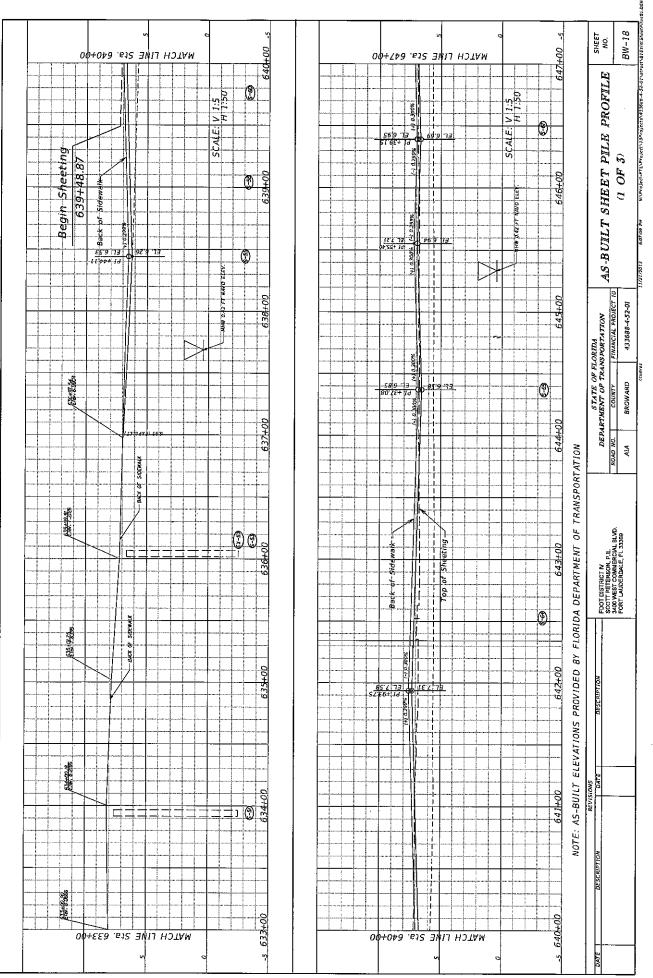
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· · · ·	<i>-16</i>	sheer NO. BW-17
	work this Sheet with Sheets BW-12 to BW-16	WALL ELEVATION TABLE
Station         Imark and station of the state of t		STATE OF FLOKEDA DEPARTNENT OF TRANSPORTATION ADAD HO COUNTY FIAMICIAL PROJECT ID AIA BROWARD 435684-52-01
Statia         Offset         Submathin         Top of Eler.         Top of Lier.         Top of Lier. <thtop of<br="">Lier.         <th< td=""><td>47.88         6.79         9.28           47.63         6.85         9.35           51.25         7.00         9.50</td><td>EAC Consulting. Inc. DESCRIPTION EAC Consulting. Inc. BIANN 57TH. AVENUE, SUITE 4/22 BIANN 57TH. AVENUE, SUITE 4/22 BIANN 57TH. AVENUE, SUITE 4/22 STEL 64 7015 MARKEL 64 705 MARKEL 705 MARKEL 705 MARKEL 705 M</td></th<></thtop>	47.88         6.79         9.28           47.63         6.85         9.35           51.25         7.00         9.50	EAC Consulting. Inc. DESCRIPTION EAC Consulting. Inc. BIANN 57TH. AVENUE, SUITE 4/22 BIANN 57TH. AVENUE, SUITE 4/22 BIANN 57TH. AVENUE, SUITE 4/22 STEL 64 7015 MARKEL 64 705 MARKEL 705 MARKEL 705 MARKEL 705 M
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CAM 24-0805 Exhibit 1 Page 76 of 162

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CAM 24-0805 Exhibit 1 Page 77 of 162

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CAM 24-0805 Exhibit 1 Page 79 of 162

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CAM 24-0805 Exhibit 1 Page 80 of 162

#### 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 3 2 day of Performance, 20 M

11551 City Clerk

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## RESOLUTION NO. 14-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF AGREEMENT AND A SIXTH AMENDMENT TO INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT, BOTH FOR IMPROVEMENTS ON STATE ROAD A1A WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Fort Lauderdale ("City") and the Florida Department of Transportation ("FDOT") wish to execute a Memorandum of Agreement to maintain specific elements constructed under Project Number 433688-4-52-01 to include decorative light fixtures or poles, a decorative sea wall, LED string lights, and a fiber-optic system servicing the decorative sea wall installed along AIA, which improvements were installed during the reconstruction at State Road AIA related to Tropical Storm Sandy; and

WHEREAS, by virtue of City's Resolution No. 07-252, the City and FDOT entered into an Inclusive Landscape Maintenance Memorandum of Agreement for landscape improvements on State Road AIA; and

WHEREAS, FDOT requires execution of, and City desires to enter into Amendment No. 6 to the Inclusive Landscape Maintenance Memorandum of Agreement; and

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

<u>SECTION 1</u>. That the proper City officials are hereby authorized to execute a Memorandum of Agreement for the maintenance of decorative wall improvements and decorative lighting improvements on State Road AIA and Amendment No. 6 to the Inclusive Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements on State Road AIA, both with the Florida State Department of Transportation.

# RESOLUTION NO. 14-14

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PAGE 2

<u>SECTION 2.</u> 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 this Resolution shall be in full force and effect upon final passage.

ADOPTED this the 22nd day of January, 2014.

Mayor

JOHN P. "JACK" SEILER

ATTEST:

City Clerk JONDA K. JOSEPH

L:\COMM 2014\Resolutions\January 22\14-14.doc

14-14

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# CITY CLERK

2014 FEB 25 PM 6: 04

SECTION No.: FM No.: COUNTY: S.R. No.:

860500 433688-4-52-01 Broward A1A

### DISTRICT FOUR (4) AMENDMENT NUMBER SIX (6) TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF FORT LAUDERDALE INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

This is Amendment Number Six (6) to the Agreement dated **January 31, 2008**, made and entered into this  $5^{++-}$  day of <u>FEBRUARY</u> 20<u>14</u> by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the **City of Fort Lauderdale**, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

#### WITHNESSETH

WHEREAS, the parties entered into the Inclusive Landscape Maintenance Memorandum of Agreement dated, **January 31, 2008** for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road A1A and;

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed on State Road A1A in accordance with the above referenced Agreement;

WHEREAS, the parties have agreed to enter into a separate agreement for the decorative wall and decorative lighting;

WHEREAS, the AGENCY by Resolution No.  $\underline{14 - 14}$  dated  $\underline{3an 23, 301, 4}$  attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so;

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

- 1. Pursuant to page 8, paragraph 14 of the Inclusive Landscape Maintenance Memorandum of Agreement for State Road A1A dated **January 31, 2008** the DEPARTMENT has decided to construct additional landscape improvements and/or to modify an improvement located as indicated in **Exhibit "A"**, State Road A1A from N.E. 9th Street (M.P. 3.248) to just north of N.E. 18th Street (M.P.4.322) in accordance with the plans attached as **Exhibit "B"**.
- 2. The AGENCY shall agree to maintain additional landscape improvements in the Agreement described above, including specialty surfacing (concrete pavers and stamped colored asphalt [also known as patterned pavement]) according to

SATIMISPOTATION DEVELOPMENT/PANLANdscope Architecture/AGREEMENTSM\_MOAAFT\_LAUDERDALEMINCUUSIVE FT LAUDERDALE SR\_ATA/AMENDMENT (NFT\_Lauderdale(SRATA)\_(433685-4)12-3-13.doc

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Exhibit "C", the Maintenance Plan and Exhibit "D" Patterned Pavement Maintenance.

- 3. The DEPARTMENT agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in **Exhibit "E"** not to exceed **\$984,757.50**.
- 4. The maintenance of the decorative wall and lighting shall be maintained under a separate agreement between the DEPARTMENT and the AGENCY.

Except as modified by this amendment, all terms and conditions of the original Agreement and all amendments there to shall remain in full force and effect.

### **Exhibits**

- Exhibit A Landscape Improvements Limits and Maintenance Boundaries and Location Map
- Exhibit B Landscape Improvement Plans

Exhibit C - Maintenance Plan For Landscape Improvements

Exhibit D - Patterned Pavement Maintenance

Exhibit E - Approximate Cost For Landscape Improvements

SATransportation Development/PMVPALandscape Architecture/AGR/EEMENTS/FMOA/FTTA/UDERDALE/INCLUSIVEFT FAUDERDALE SR\_ATA/AMENDMENT\_0/Ft\_Landsrdate(SRATA)\_\_(433688-5)12-3-13.doc

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In Witness whereof, the parties hereto have executed with this Amendment effective the <u>5th</u> day <u>Lebruary</u> year written and approved.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the FLORIDA and year first above written. DEPARTIMENT OF THE õ 0 State of Florida pertment of Transportation City of Fort Lauderdale a municipal corporation By: By: Jee Attach Chairperson/Mayor/Manager Director of/ ransportation Development Attest: (SEAL) Attest: (SEAL) Clerk Executive Secretary Legal Review Legal Review 2/4/2014 Attorney Date Office of the General Counsel Date

SATransportation Development/PM/PA/Landscape Architecture/AGREEMENTS/LMOA/FT LAUDERDALEMNCLUSIVE FT LAUDERDALE SR ATA/AMENDMENT (iFL Lauderdale(SRATA)\_(433688-4))2-3-13.doc

### DISTRICT FOUR (4) AMENDMENT NUMBER SIX (6) TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF FORT LAUDERDALE INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

### **CITY OF FORT LAUDERDALE**

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

By SEILER, Mayor

By DMAN, City Manager

(CORPORATE SEAL)

ATTEST:

Legal Review

Robert B. Dunckel Assistant City Attorney

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SECTION	No.:
FM No.:	
COUNTY:	
S.R. No.:	

860500 433688-4-52-01 Broward A1A

### EXHIBIT A

### LANDSCAPE IMPROVEMENTS LIMITS AND MAINTENANCE BOUNDARIES AND LOCATION MAP

I. PROJECT LOCATION:

State Road A1A from N.E. 14th Court (M.P. 3.334) to just north of N.E. 18th Street (M.P. 4.322)

### II. INCLUSIVE LIMITS OF LANDSCAPE IMPROVEMENTS MAINTENANCE FOR THIS PROJECT:

### State Road A1A:

Project Located In North Fort Lauderdale Beach Area (Section 86050000): (M.P. 2.039) (south of Poinsettia Street) to (M.P. 6.410) (Flamingo Drive)

#### **III. MAINTENANCE LIMITS:**

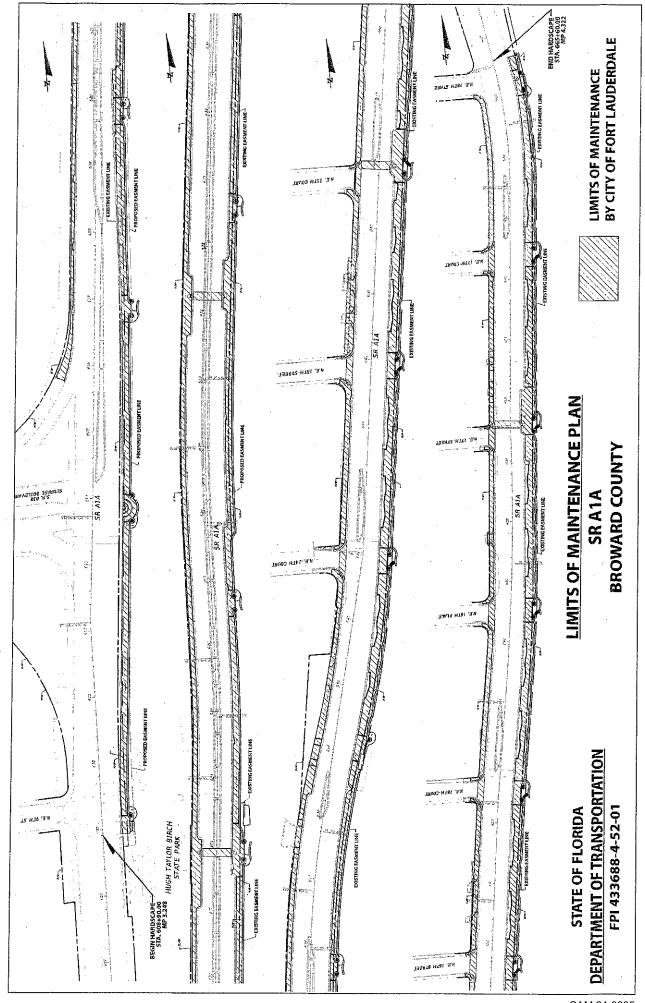
State Road A1A from N.E. 9th Street (M.P. 3.248) to just north of N.E. 18th Street (M.P. 4.322)

\*All limits of the original agreement and amendments shall apply

Please See Attached

S:\Transportation Development\PM\PA\Landscape Architecture\AGREEMERTS\FMOA\FT\_LAUDERDALEMINCLUSIVE\_FT LAUDERDALE SR\_ATA\AMENDMENT\_6\tL\_Lauderdate(SRATA)\_(433688-4)12-3-13.doc

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SECTION No.: FM No.: COUNTY: S.R. No.:

860500 433688-4-52-01 Broward A1A

### EXHIBIT B

### LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

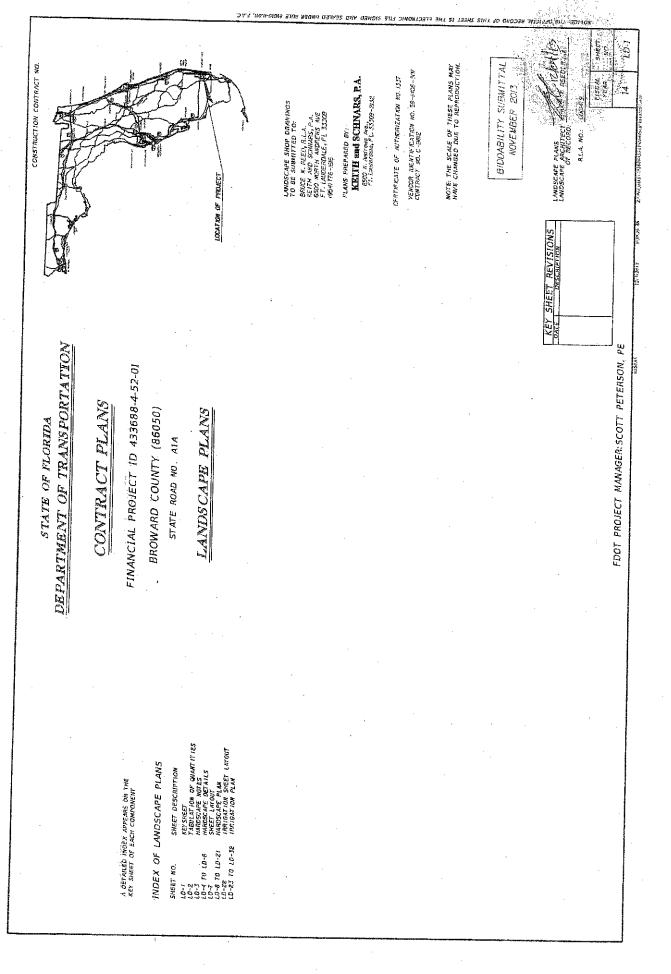
Please see attached plans prepared by: Keith and Schnars, PA Bruce L. Reed, RLA 0001479

Dated: December 4, 2013

Sheets: LD 1-32

SATransportation Development/PA/PA/Landscape Architecture/AGREE/MENTSAT MOA/FT LAUDERDALEAINCLUSIVE FT LAUDERDALE SR ATA/AMFNDMFNT (AFL Lauderdale(SRATA)\_(433688-4)12-3-13.doc

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CAM 24-0805 Exhibit 1 Page 90 of 162

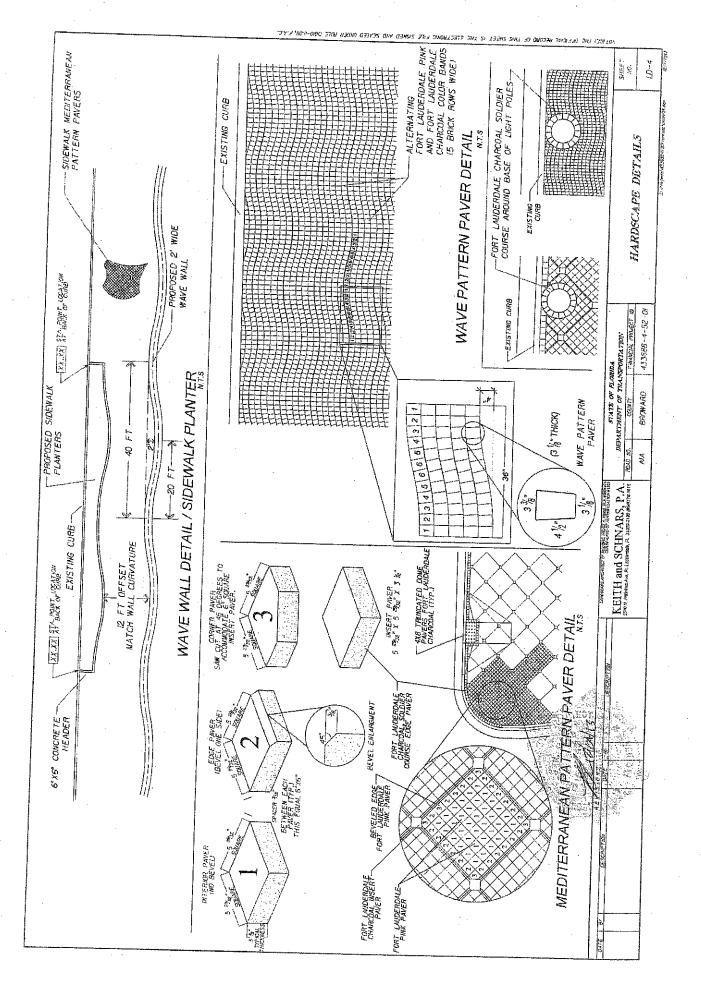
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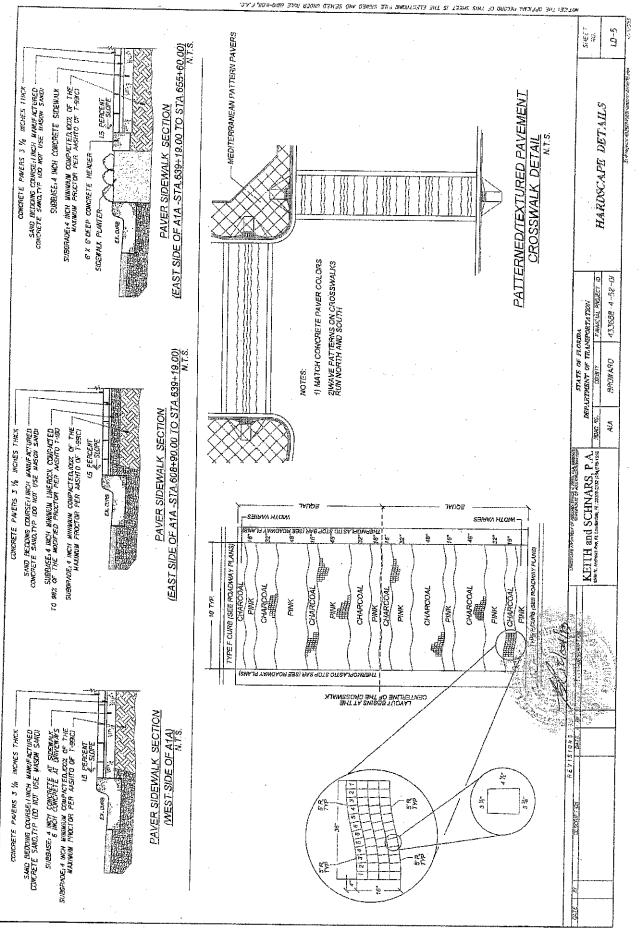
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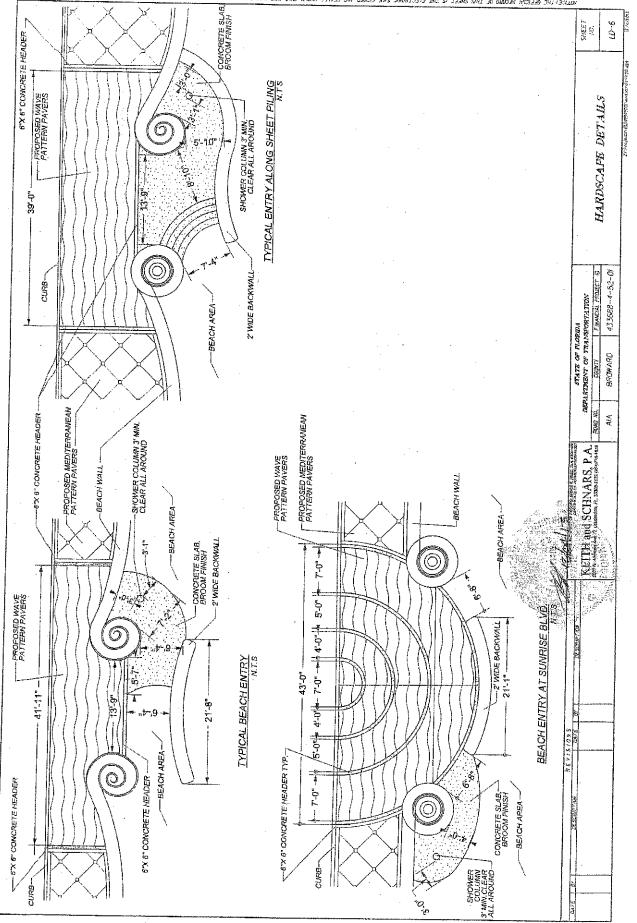
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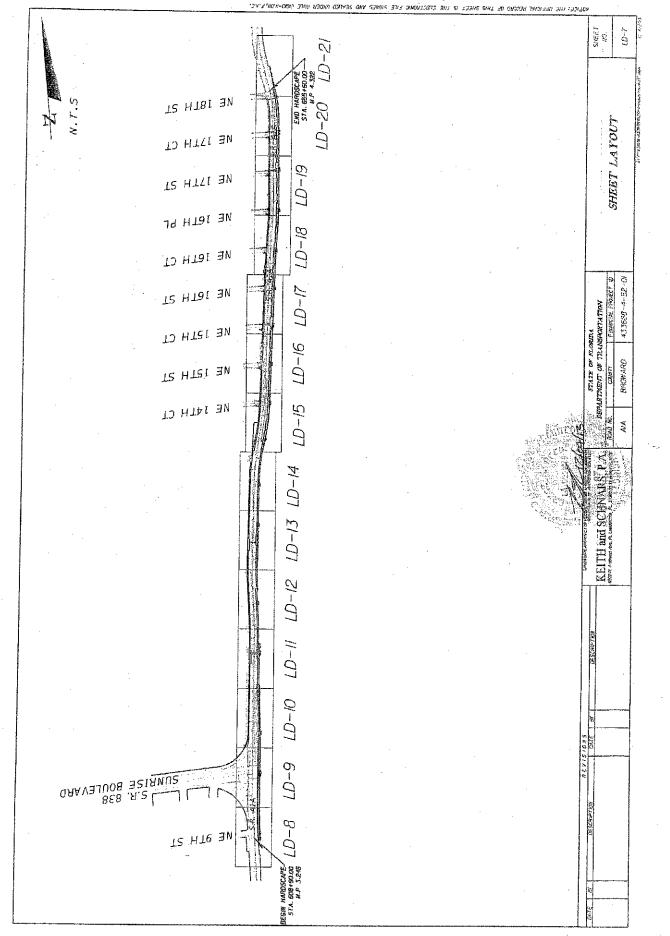


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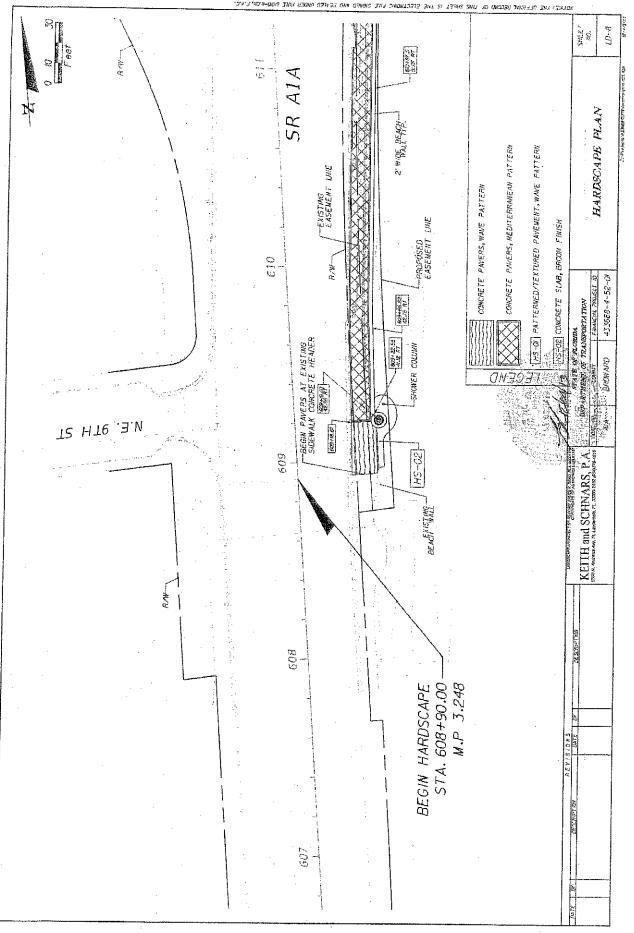
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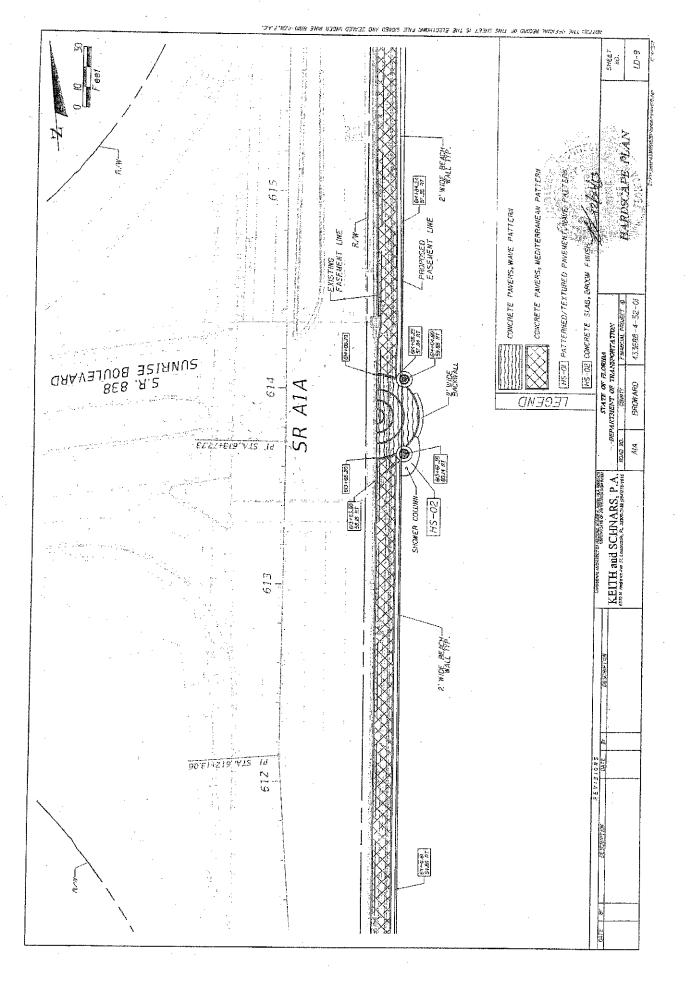


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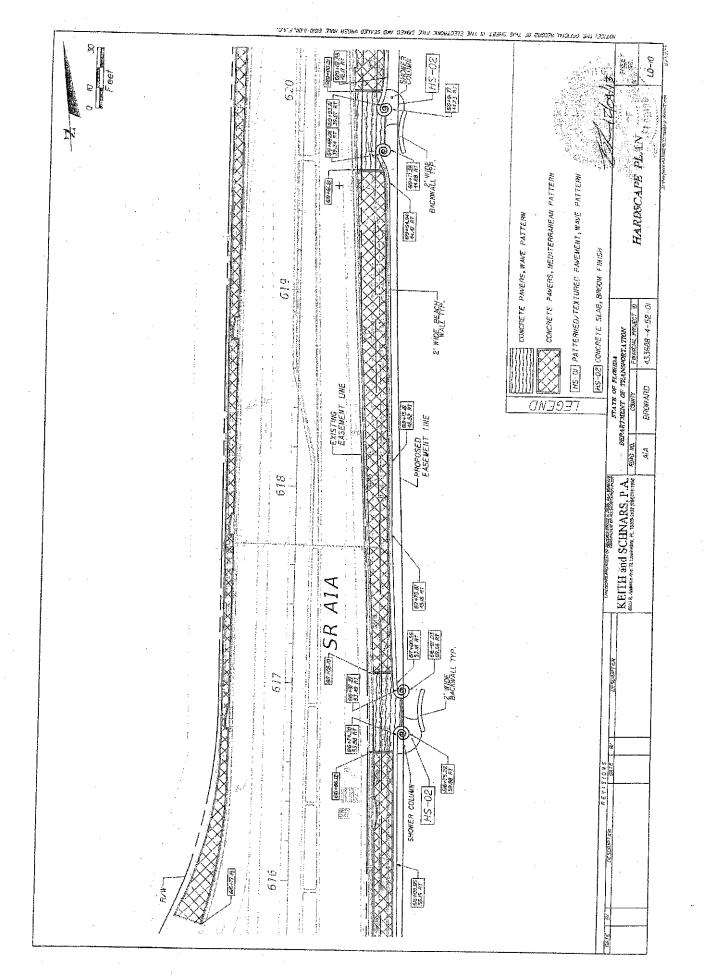
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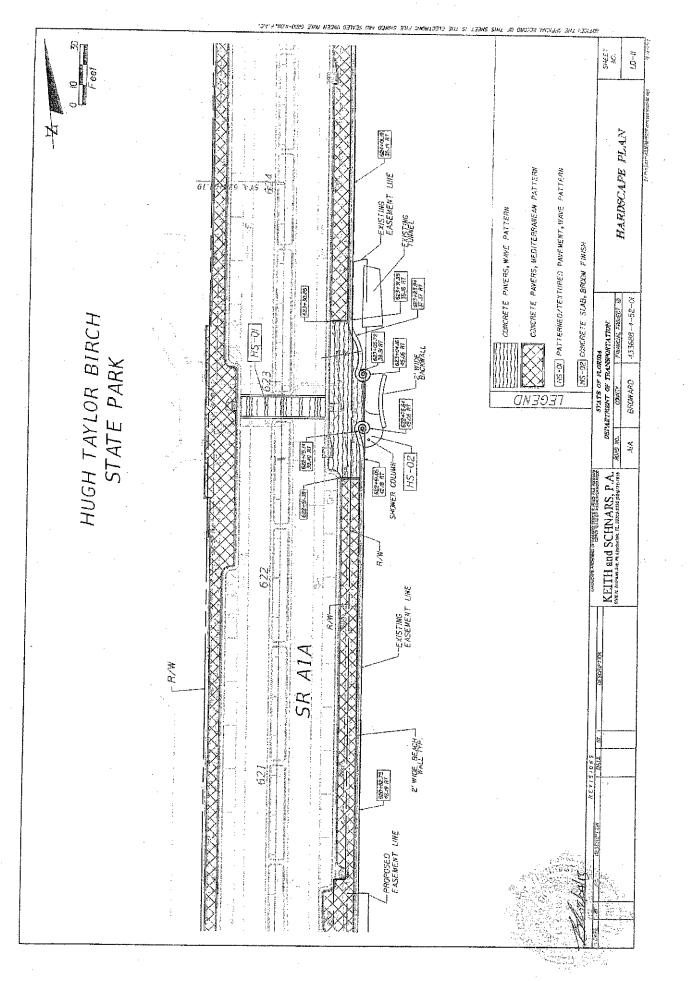
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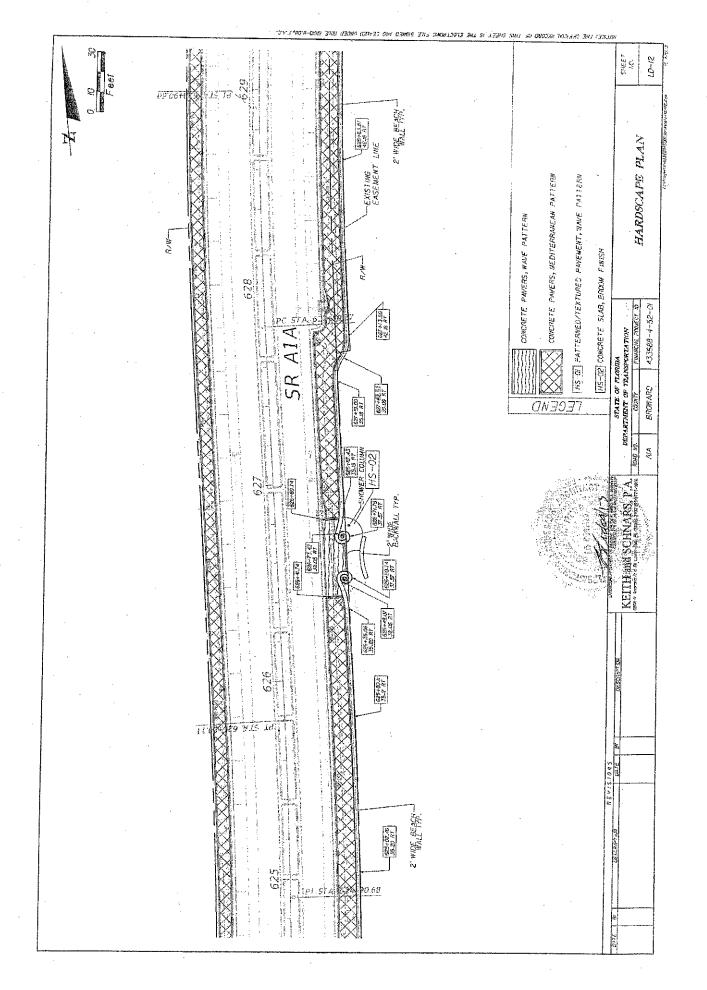
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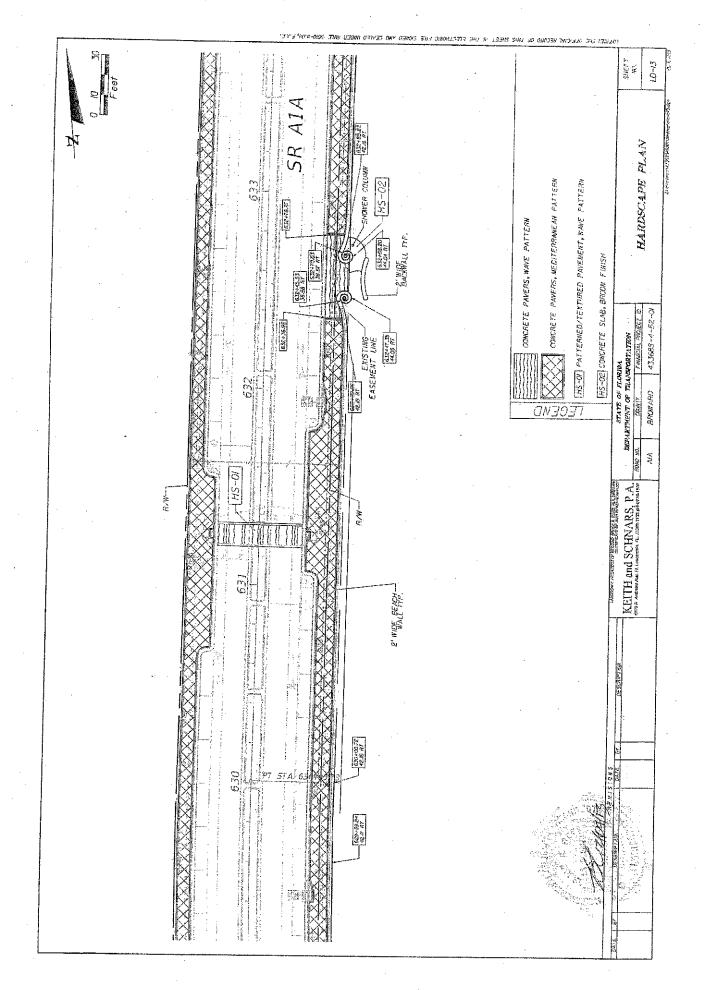
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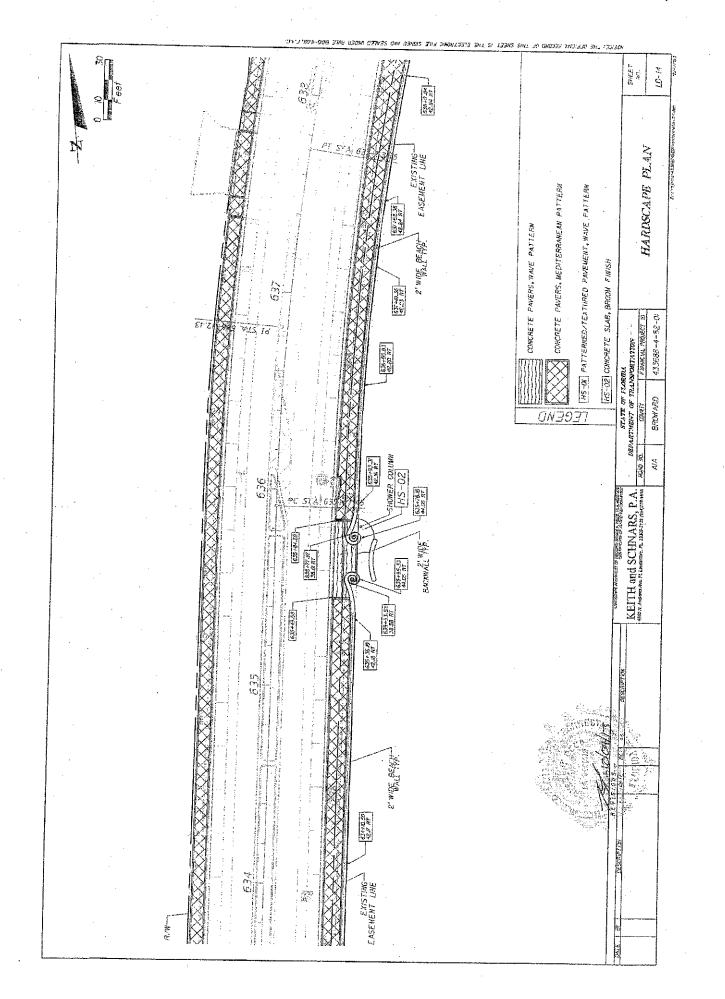
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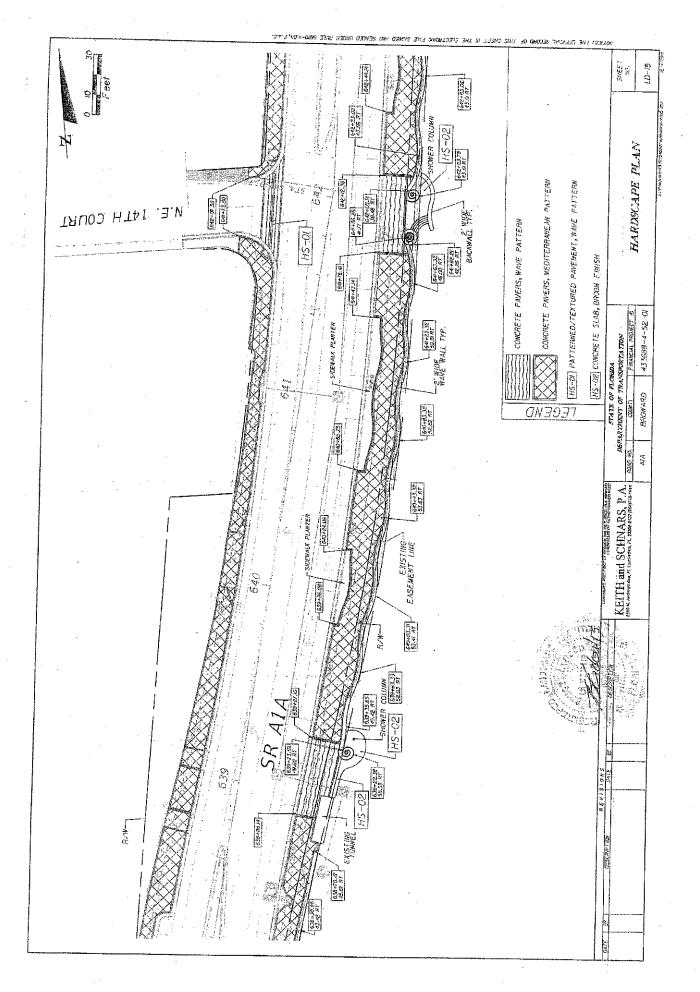
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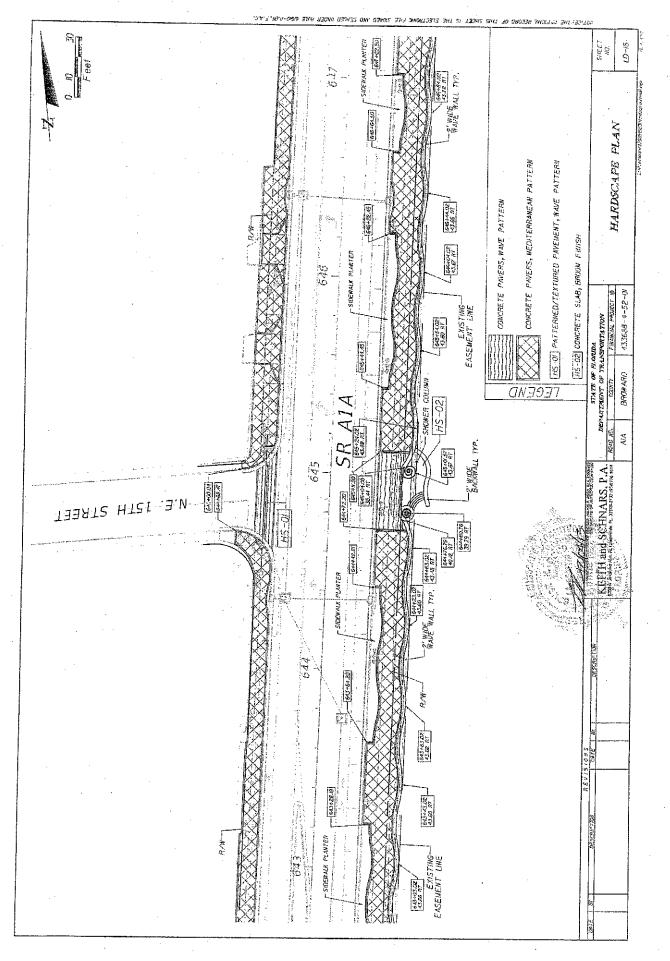
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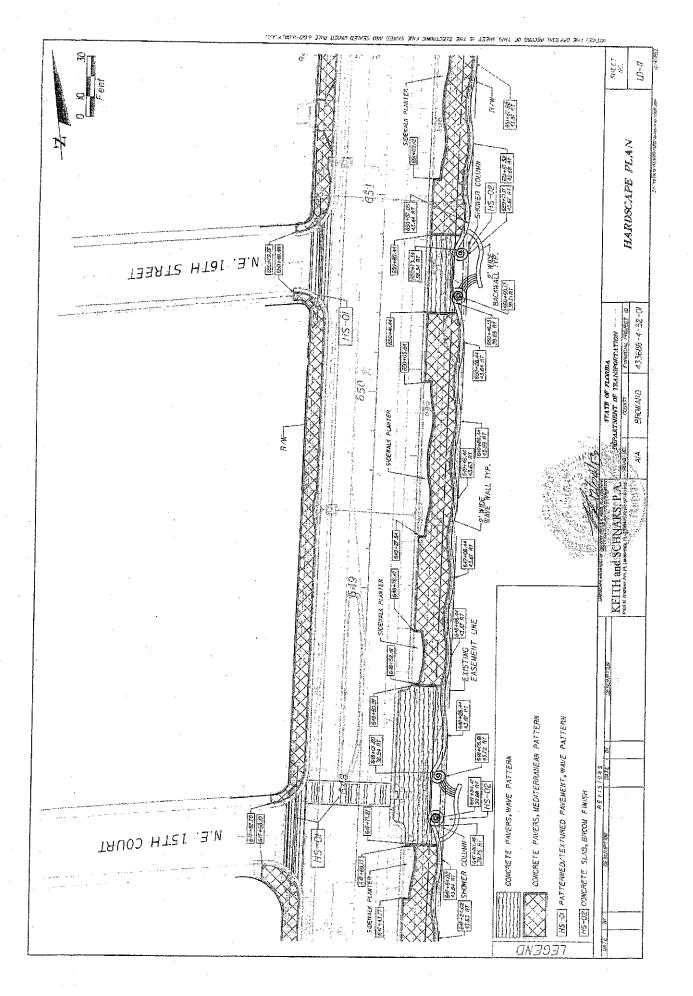
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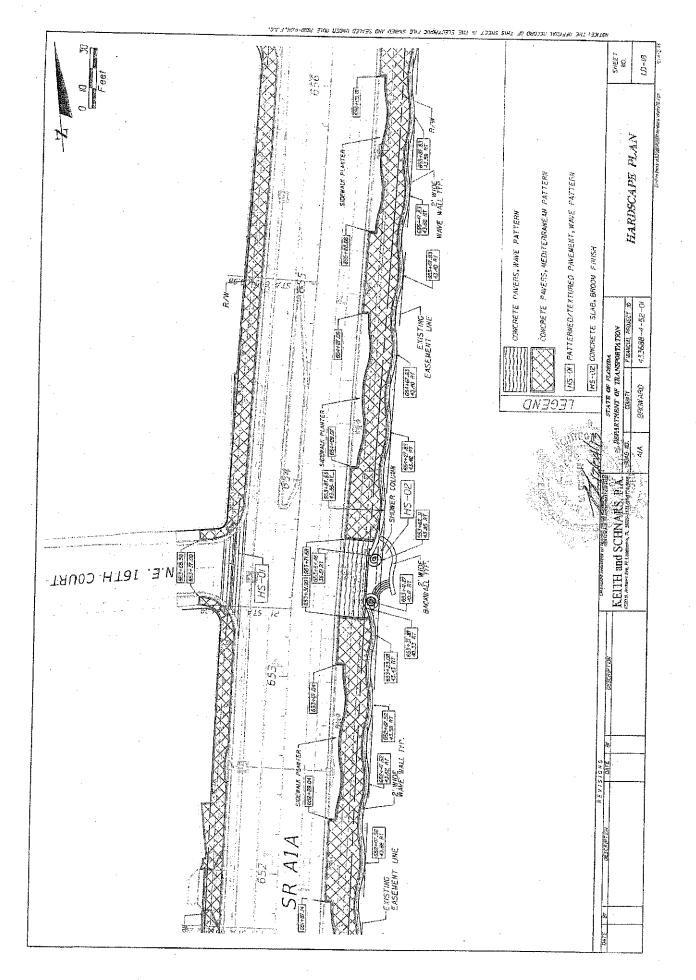
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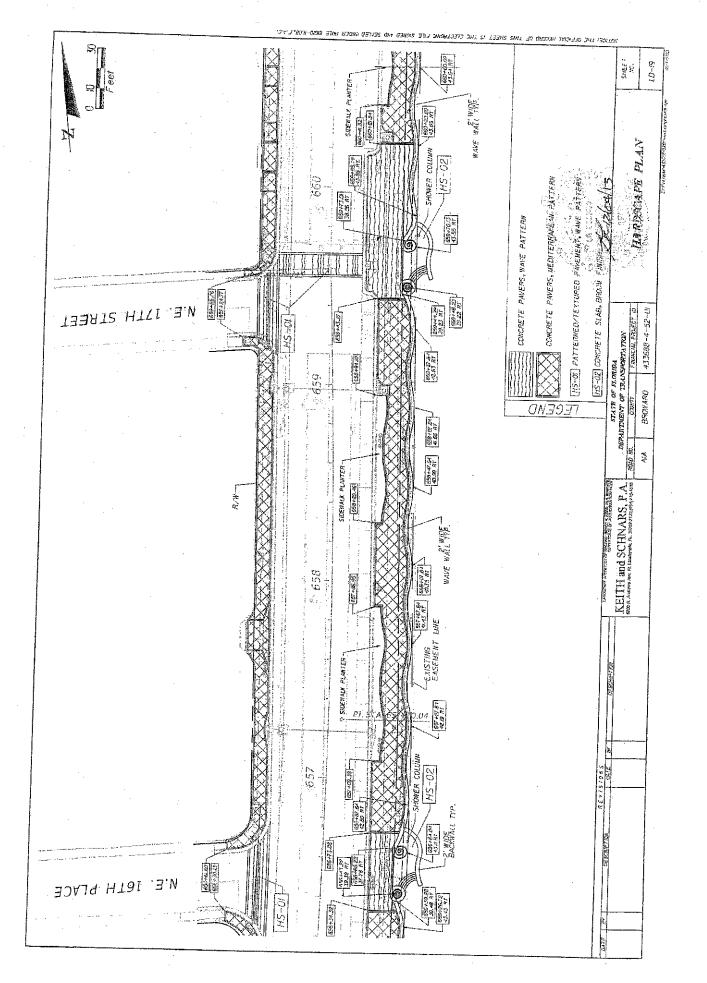
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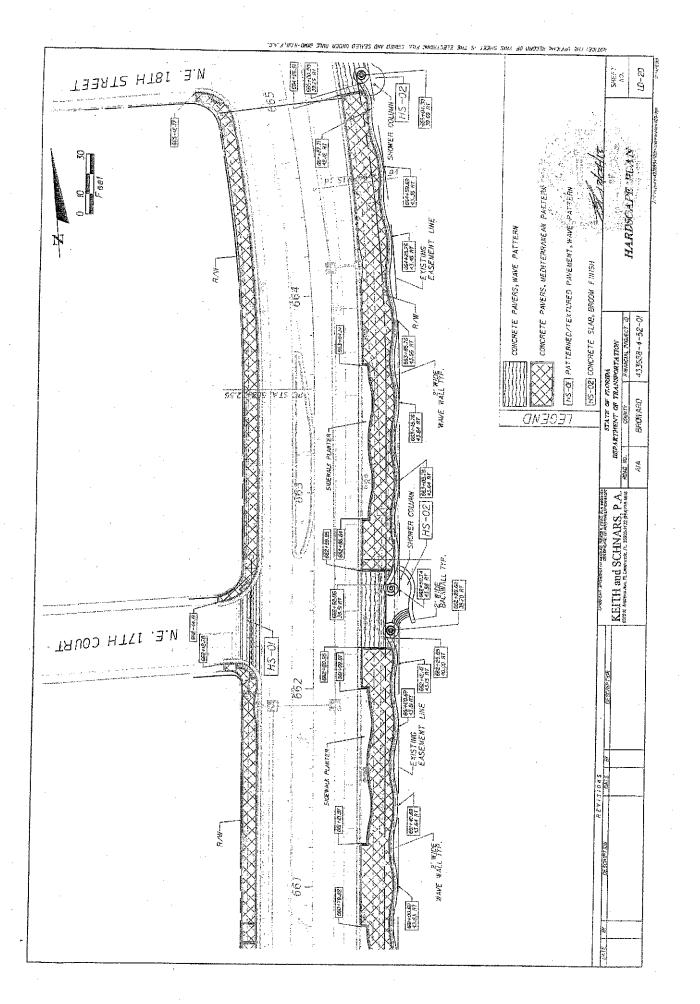


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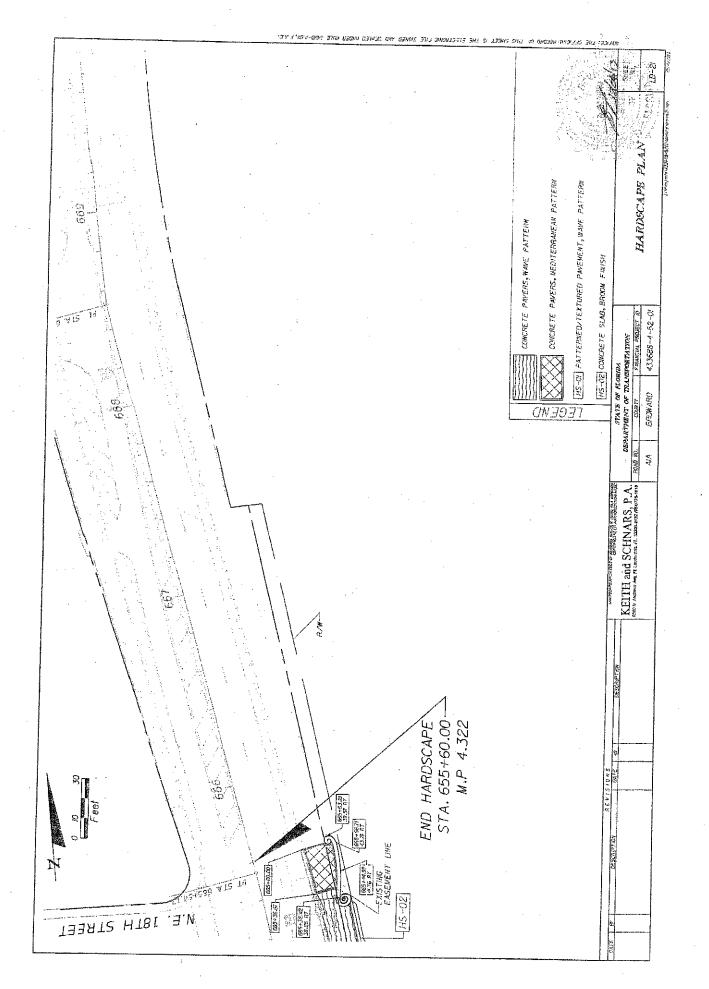


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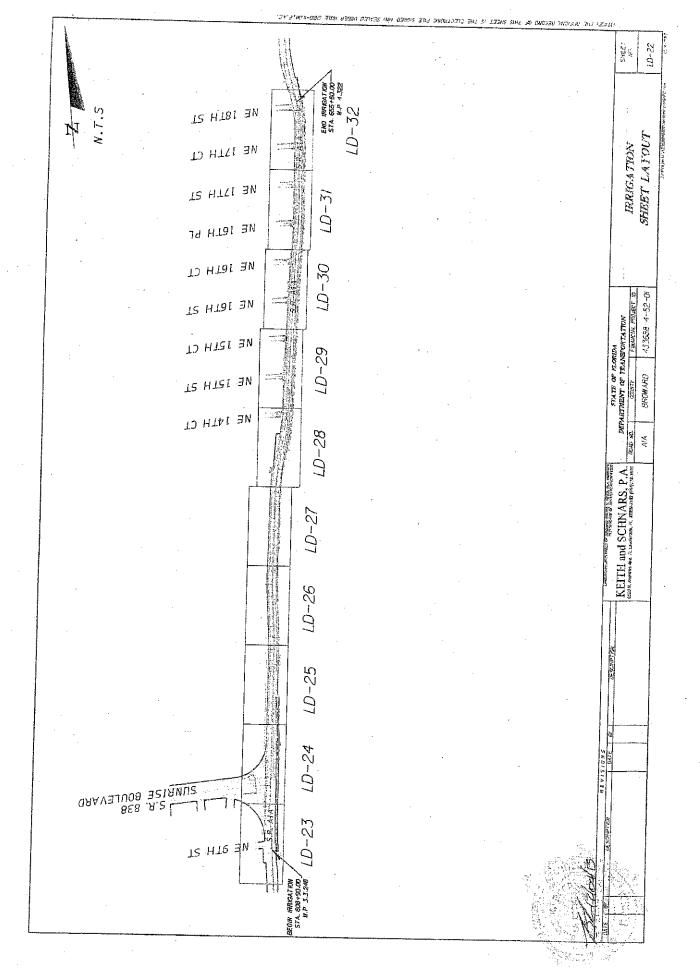
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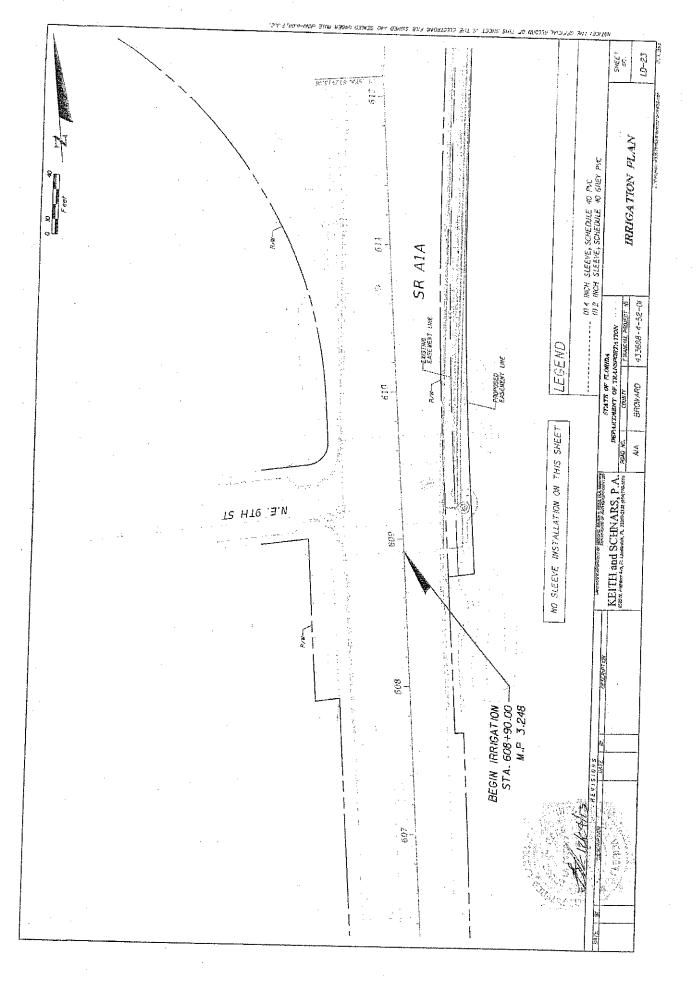
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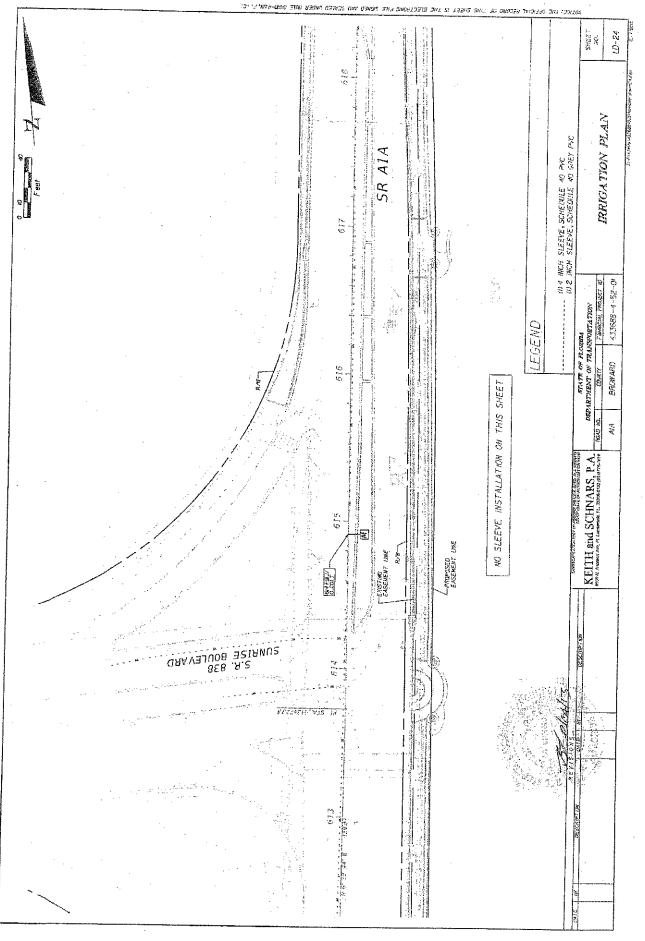
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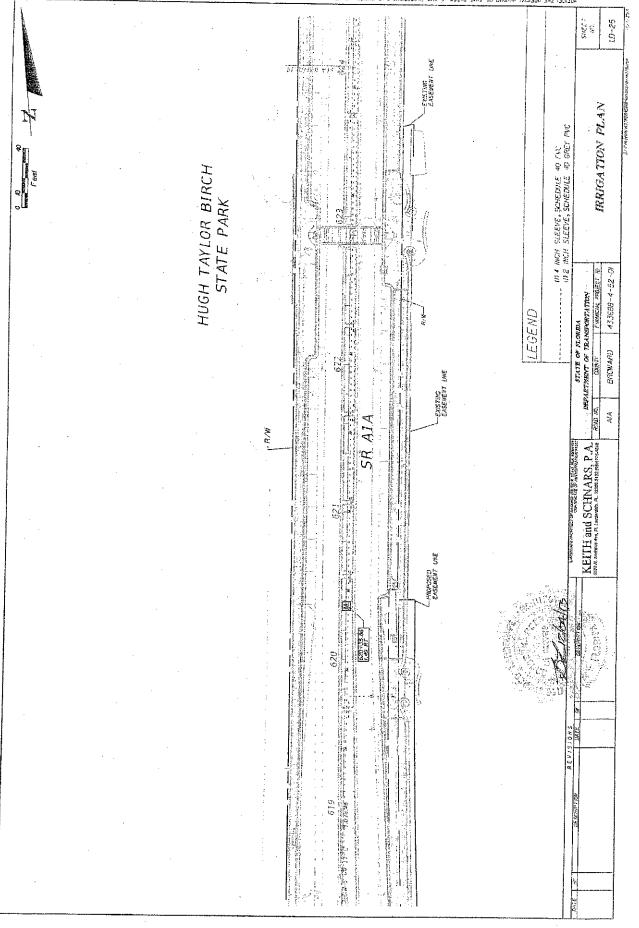
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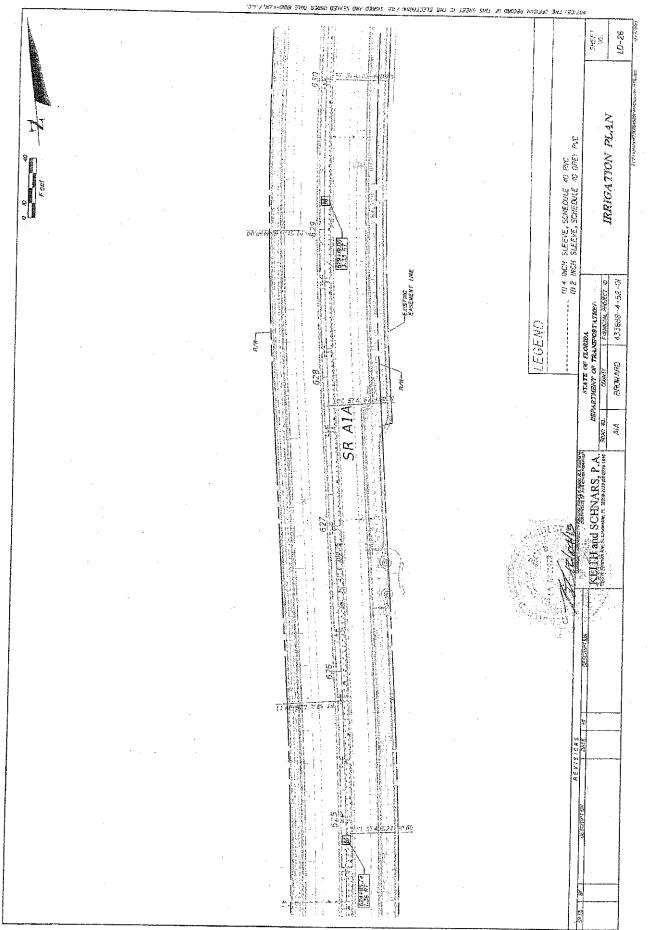


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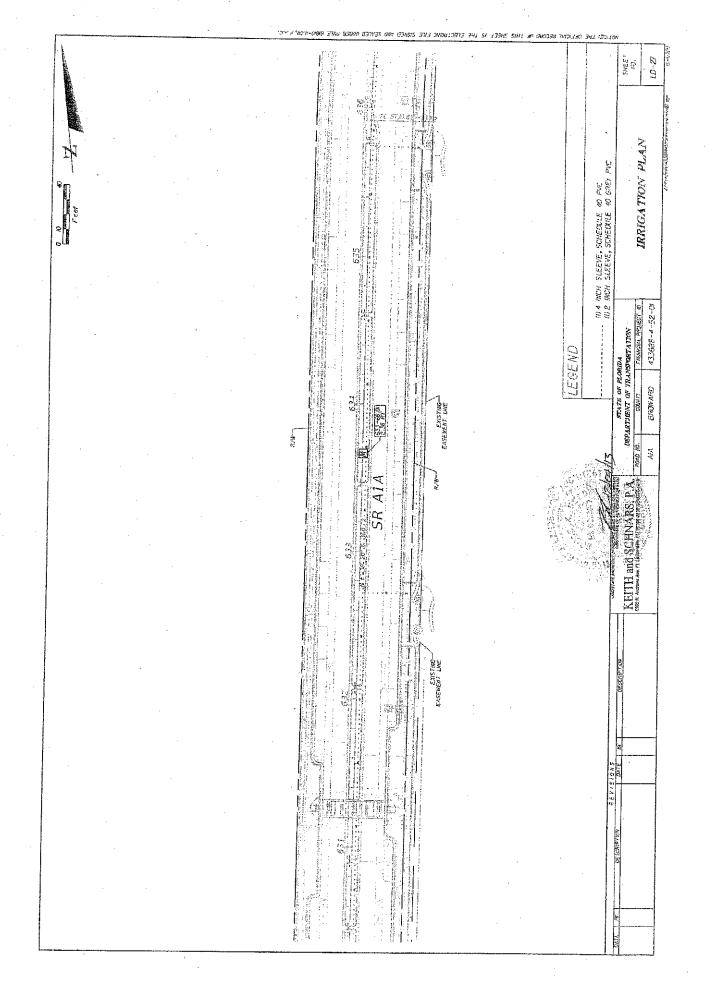


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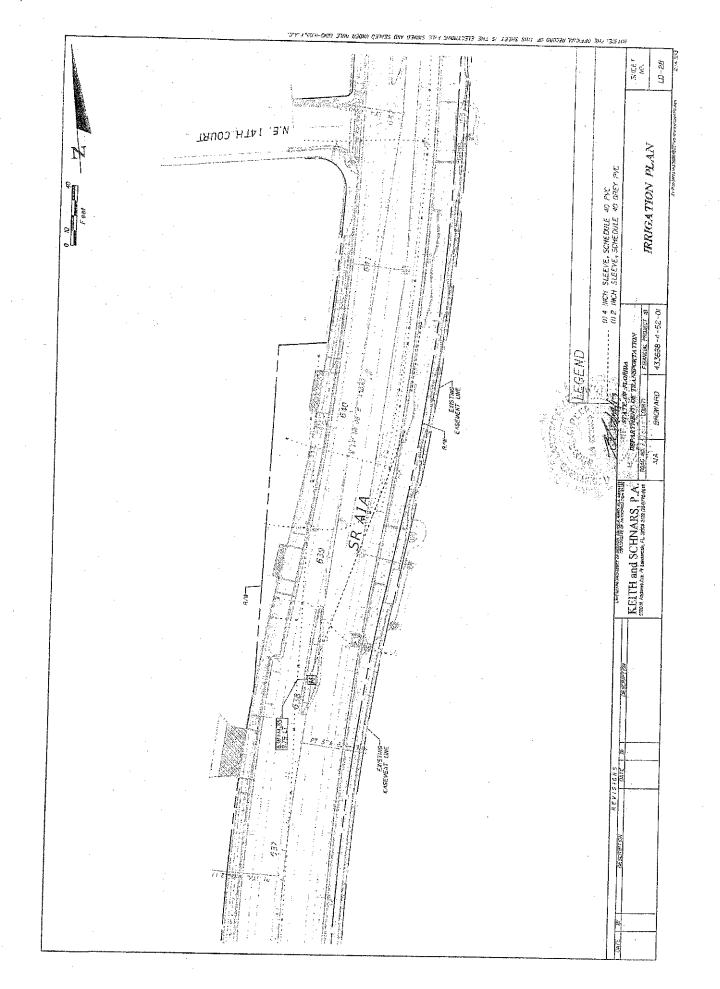
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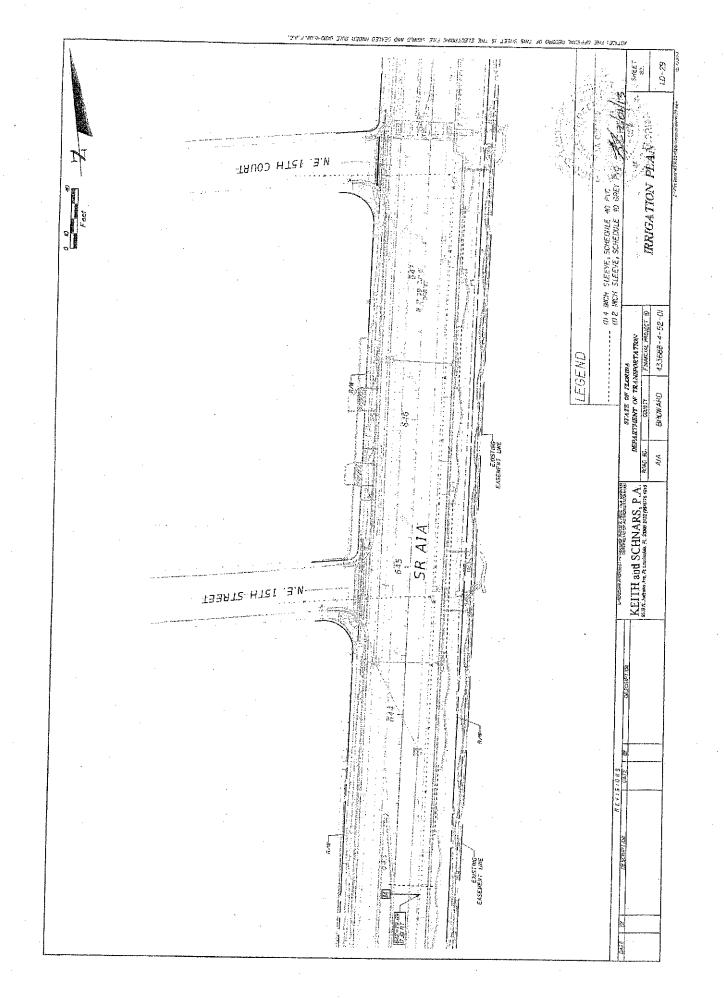
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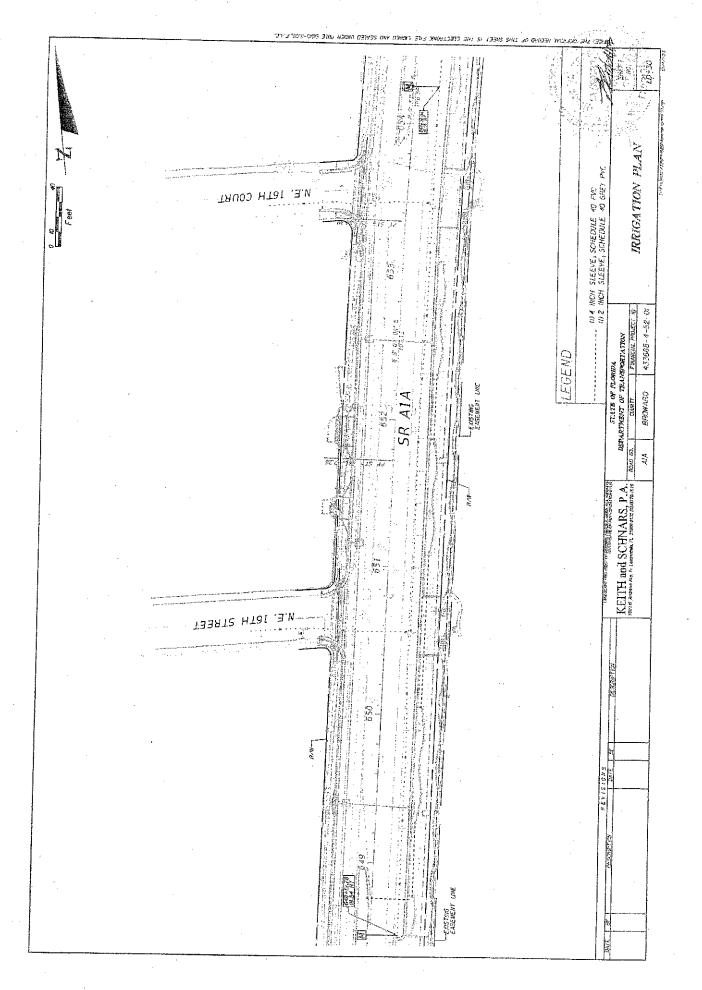
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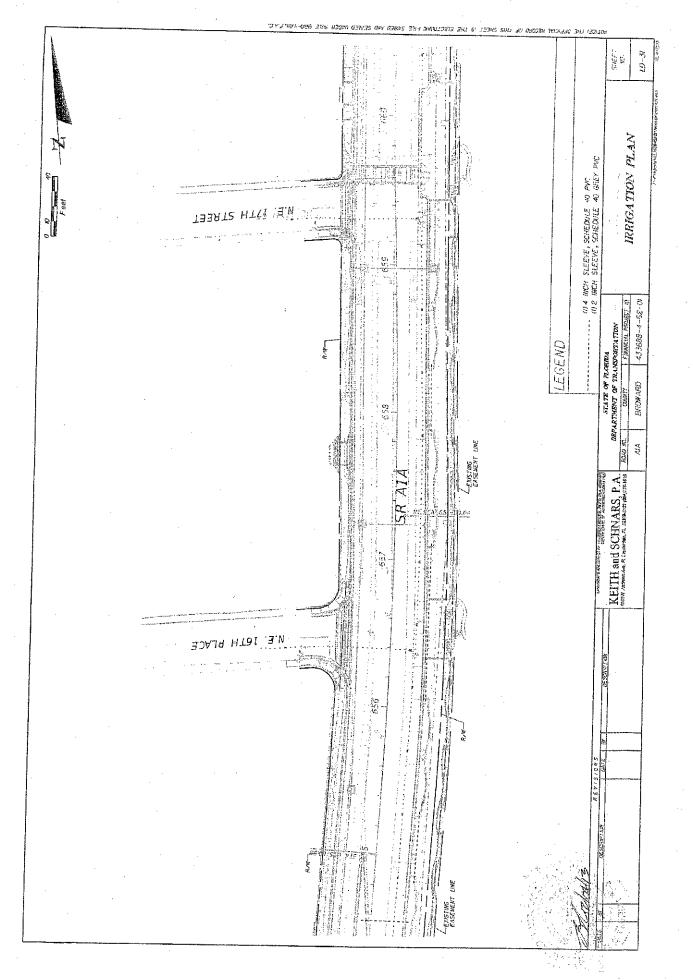
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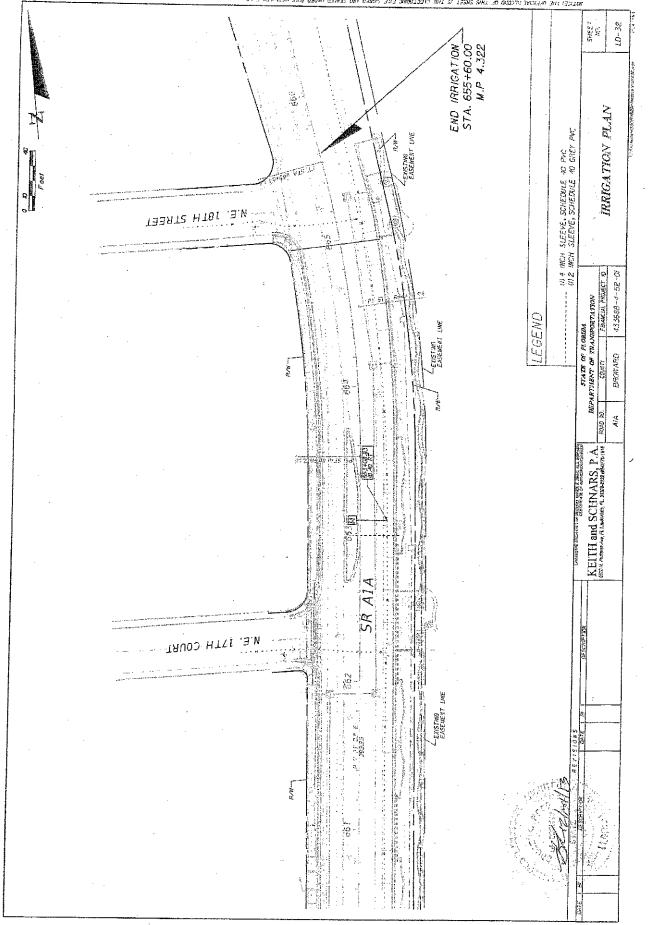
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## EXHIBIT C

# MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

Dated: November 19, 2013

See attached

 $\label{eq:station} Stransportation Development(PM)PALandscape Architecture)AGREEMENTSULMOAFFLAUDERDALEMINCLUSIVEFT tAUDERDALESR ATAAMENDMENT6/Et_lauderdale(SRATA)_(433688-4)12-3-13.doc$ 

## MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): Maintenance Limits:

FM No(s): Maintaining Agency: RLA of Record: Date: State Road A1A From N.E. 9th Street (M.P. 3.248) to N.E. 18th Street (M.P. 4.322) 433688-4-52-01 City of Fort Lauderdale Bruce K. Reed November 19, 2013

# I. General Maintenance Requirements and Recommendations:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction,* as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

### Watering Requirements:

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### Irrigation System:

The Agency shall ensure there are no roadway overspray or irrigation activities occurring during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

### Integrated Plant Management:

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

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Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

#### Mulching:

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

### Pruning:

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. "Specific Requirements and Recommendations" for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 2 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

### Staking and Guying:

All staking materials, except for replacements, are to be removed by the completion of FDOT plant establishment period or at a minimum one year. Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

#### Turf Mowing:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

#### Litter Control:

The area within the maintenance limits of the landscape improvements shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

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### Weeding/Herbicide:

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

### Plant Replacement:

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

### Hardscape (Specialty Surfacing):

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 32 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

## Hardscape (Non-Standard Travelway Surfacing):

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right-of-way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the FDOT Standard Specifications for Road and Bridge Construction, and the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.

It shall be the responsibility of the AGENCY to maintain all signs located within a nonstandard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

#### Hardscape (Landscape Accent Lighting)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

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## Maintenance of Traffic Control

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

## Vegetation Management at Outdoor Advertising (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for "*Vegetation Management at ODA signs*" "Florida Statutes" and "Florida Administrative Code" related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. <u>Specific Project Site Maintenance Requirements and Recommendations</u>: Ensure a clean and neat appearance by periodically cleaning and sealing the concrete pavers.

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#### III. References

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk Videos (ADA) http://www.access-board.gov/news/sidewalk-videos.htm

Americans with Disabilities Act (ADA) (ADAAG) <u>http://www.ada.gov/2010ADAstandards\_index.htm</u>

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase www.isa-arbor.com

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants*, available for purchase <u>http://www.doacs.state.fl.us/pi/pubs.html</u>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A* http://www2.iccsafe.org/states/florida\_codes/

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation

http://www.dot.state.fl.us/rddesign/DS/13/IDx/00544.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections* http://www.dot.state.fl.us/rddesign/DS/13/IDx/00546.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones

http://www.dot.state.fl.us/rddesign/DS/13/IDx/00600.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets

http://www.dot.state.fl.us/rddesign/DS/13/IDx/00700.pdf

Florida Department of Transportation, FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Horizontal Clearance Table 2.11.5 Horizontal Clearance to Trees Table 2.11.11 Recoverable Terrain http://www.dot.state.fl.us/rddesign/PPMManual/2013RPPM.shtm

SATransportation Development/Phi/PA/Landscape Architecture/AGREEMENTS/LMUA/FT LAUDERDALEMINCLUSIVE FT LAUDERDALE SR ATA/AMENDMENT 6/FL Landerdatc(SRATA)\_(433688-1)12-3-13.doc Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation <u>http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2013/Files/580-2013.pdf</u>

Florida Department of Transportation, Florida Highway Beautification Program <u>www.MyFloridaBeautiful.com</u>

Florida Department of Transportation, *Maintenance Rating Program Handbook* <u>http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm</u>

Florida Department of Transportation Outdoor Advertising Database <u>http://www2.dot.state.fl.us/rightofway/</u>

Florida Exotic Pest Plant Council Invasive Plant Lists <a href="http://www.fleppc.org/list/list.htm">http://www.fleppc.org/list/list.htm</a>

Florida Irrigation Society <u>http://www.fisstate.org</u>

Florida Power and Light (FPL), Plant the Right Tree in the Right Place http://www.fpl.com/residential/trees/right\_tree\_right\_place.shtml

Guide to Roadside Mowing and Guide to Turf Management, available for purchase <u>http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm</u>

Interlocking Concrete Pavement Institute (ICPI) <u>http://www.icpi.org/</u>

International Society of Arboriculture (ISA) <u>www.isa-arbor.com</u>

UF IFAS: Selecting Tropical and Subtropical Tree Species for Wind Resistance http://edis.ifas.ufl.edu/pdffiles/FR/FR17500.pdf

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices* <u>http://www.mutcd.fhwa.dot.gov</u>

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SECTION No.: FM No.: COUNTY: S.R. No.: 860500 433688-4-52-01 Broward A1A

### EXHIBIT D

### PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- 1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements) or Dynamic Friction Tester in accordance with ASTM E1911. All costs for friction testing are the responsibility of the AGENCY.
- 2. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- 3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with *ASTM E274* or *ASTME 1911*. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).

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- 4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at 5548 NW 9<sup>th</sup> Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
- 5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
- 6. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- 7. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- 8. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

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> CAM 24-0805 Exhibit 1 Page 130 of 162

#### Florida Test Method

#### for

## Friction Measuring Protocol for Patterned Pavements

## Designation: FM 5-592

#### 1. SCOPE

This method covers the testing procedures for evaluating the friction resistance of Patterned surfaces used in crosswalks over asphalt and concrete surfaces

Note: This test method contains two parts:

Part A- Friction testing performed with the Locked Wheel Friction Tester Part B- Friction testing performed with the Dynamic Friction Tester (DFT)

### 2. APPARATUS

- 2.1 Locked Wheel Friction Tester- This apparatus shall be standardized in accordance with ASTM E 274, "Standard Test Method for Skid Resistance of Paved Surfaces Using a Full-Scale Tire". The friction test tire used shall be in accordance with ASTM E 501, "Standard Specification for Standard Rib Tire for Pavement Skid-Resistance".
- 2.2 Dynamic Friction Tester- This apparatus shall be standardized in accordance with ASTM E 1911, "Standard Test Method for Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester".

### 3. FRICTION NUMBER CONVERSION

The regression equations relating the locked wheel test results and the DFT results at 40 mph (65 km/h) are:

### FN40R=0.64 DFT40+9.23

DFT40 = 1.56 FN40R - 14.42

(1)

(2)

where,

FN40R = Friction Number from locked wheel testing at 40 mph using a ribbed tire DFT40 = Coefficient of Friction from DFT at 40 mph multiplied by 100.

Although the above equations can be used to convert the DFT result to the locked wheel friction number at 40 mph and vice versa, conditions do exist where the DFT testing or the locked wheel testing at 40 mph is not feasible due to constraints such as safety, traffic congestion, speed limits, and/or roadway geometries. In these cases, it may be preferable to conduct the locked wheel

FM 5-592

CAM 24-0805 Exhibit 1 Page 131 of 162

testing at a slower speed, e.g., 20 or 30 mph. The following regression equations have been developed to convert the locked wheel test results at 20 and 30 mph to those at 40 mph:

where,

FN20R = Friction Number from locked wheel testing at 20 mph using a ribbed tire, and

$$FN40R = 0.95 FN30R - 2.91$$

(4)

(3)

where,

FN30R = Friction Number from locked wheel testing at 30 mph using a ribbed tire.

For ease of application of the above harmonization results, Table 1 summarizes the conversions from FN30R, FN20R and DFT40 to FN40R. Note that the friction numbers shown in this table were rounded to the closest integer. The numbers highlighted in yellow represent the current minimum required friction numbers depending on survey cycle, test method, and speed evaluated.

## Table 1. Friction Number Table

FM 5-592

CAM 24-0805 Exhibit 1 Page 132 of 162

March 1, 2011 Revised: December 6, 2011

FN40R	ENIZOD	ENICOD	
	FN30R	FN20R	DFT40
22	26	30	20
23	27	31	21
24	28	32	23
25	29	34	25
26	30	35	26
27	31	36	28
28	33	37	29
29	34	38	31
30*	35*	39*	32*
31	36	40	34
32	37	41	36
33	38	43	37
34	39	44	39
35**	40**	45**	40**
36	41	46	42
37	42	47	43
38	43	48	45
39	44	49	46
40	45	50	48
41	46	52	50
42	47	53	51
43	48	54	53
44	49	55	54
45	50	56	56

\*Minimum friction numbers required for inventory cycles of patterned crosswalks. \*\*Minimum friction numbers required for new construction and 3-year QPL test decks for patterned crosswalks.

### 4. PRÒCEDURE

The test procedures for both the Locked Wheel Friction Tester and the Dynamic Friction Tester are described in the following. All testing should be performed within either the driver or passenger side wheel path, regardless of the equipment used.

4.1 PART A- Friction Testing with the Locked Wheel Friction Tester

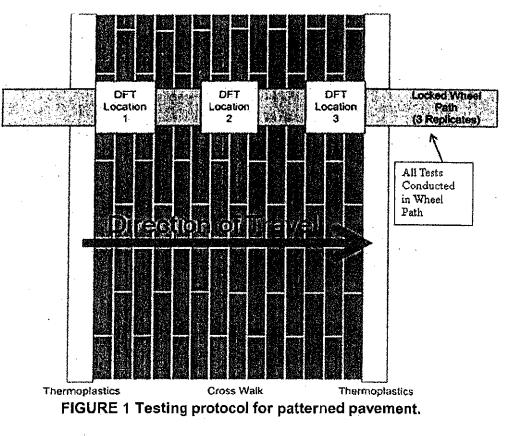
A) New Construction – The locked wheel test shall be conducted on all crosswalks within 60 days of the new surface completion date. One valid lockup test is required for each lane; all lanes shall be evaluated

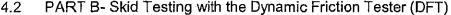
FM 5-592

and compared. The test layout is shown in Figure 1.

B) Inventory – For in-service Qualified Product List (QPL) test sections, the locked wheel test is conducted at 6 month intervals up to 3 years. Maintenance surveys are conducted on a yearly basis. Test site shall be confined to a single outside traffic lane (single direction) for each crosswalk location. The locked wheel test will require three repeat lockups and averaged for the designated test lane. The lane in which the friction tests were conducted must be identified in the report along with the test results.

- C) **Retest** At any point when friction numbers are determined to be below the required values shown in Table 1, all lanes shall be evaluated and the range of friction values shall be determined.
- D) Special Request At any time a patterned pavement is in need of a special assessment, the designated lane(s) shall be evaluated to determine the range of representative friction values.





March 1, 2011 Revised: December 6. 2011

- A) New Construction The DFT test shall be conducted on all crosswalks within 60 days of the new surface completion date. DFT tests shall be conducted at three (3) discrete locations in each lane; the results shall be averaged and reported for each lane tested. All lanes shall be evaluated and compared. The test layout is shown in Figure 1.
- B) Inventory For in-service QPL test sections, the DFT test is conducted at 6 month intervals up to 3 years. Maintenance surveys are conducted on a yearly basis. Test site shall be confined to a single outside traffic lane (single direction) for each crosswalk location. DFT tests will be conducted at three (3) discrete locations (Figure 1) in each lane; the results shall be averaged and reported for each lane tested. The lane in which the friction tests were conducted should be identified in the report with the test results.
- C) **Retest** At any point when friction numbers are determined to be below the required values shown in Table 1, all lanes shall be evaluated and the range of friction values shall be determined.
- D) Special Request At any time a patterned pavement is in need of a special assessment, the designated lane(s) shall be evaluated to determine the range of representative friction values.

#### 5 REPORT

5.1 Friction numbers for the patterned crosswalks should be reported using FDOT's Materials form number 675-060-05. This form can be downloaded from FDOT's website at: http://formserver.dot.state.fl.us/MiscRepository/forms/67506005.xlsm.

FM 5-592

CAM 24-0805 Exhibit 1 Page 135 of 162

SECTION No.:	860500
FM No.:	433688-4-52-01
COUNTY:	Broward
S.R. No.:	A1A

## EXHIBIT E

#### APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

#### **\$ 984,757.50**

Systemsportation Development/PMPAN andscape Architecture/AGREEMUNTS/EMOA/FT LAUDERDALD/INCLUSIVE FT LAUDERDALD SR ATA/AMEND/MENT 6/FL Lauderbile(SRATA) (J33688-4)11-21-J3.doc

SECTION No.: FM No.: COUNTY: S.R. No.:

860500 433688-4-52-01 Broward A1A

## EXHIBIT E

## **APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

#### <u>\$ 984,757.50</u>

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#### **OPINION OF CONSTRUCTION COST**

#### PROJECT STATE ROAD No(s): STATE ROAD A1A MAINTENANCE LIMITS FROM N.E. 9th STREET TO N.E. 18th STREET (M.P. 4.322) FM No(s): 433688-4-52-01 MAINTAINING AGENCY: CITY OF FORTLAUDERDALE RLA OF RECORD: BRUCE K. REED DATE: 3-Dec-13



	PAY ITEM# DESCRIPTION	SPECIFICATION	INN	οτν	UNIT PRICES	SUB-TOTAL
	523-1 PATTERNED/TEXTURED PAVEMENT	THERMO-SET STONE AGGREGATE	SY	579	\$67.50	\$39,082.50
220-1-1   TAVERS, ARCHITECTORAL   CONCRETE PAVERS 3 1/8 IN THICK   SY   11675   \$81.00   \$945.6'	526-1-1 PAVERS, ARCHITECTURAL	CONCRETE PAVERS 3 1/8 IN THICK	SY	11675	\$81.00	\$945,675.00

**GRAND TOTAL = \$984,757.50** 

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# EXHIBIT D

Landscape Maintenance Memorandum of Agreement with the City of Fort Lauderdale

SECTION #: STATE ROAD: PROJECT #: COUNTY: 86050000 A1A 452467-1-52-01 BROWARD

## AMENDMENT NUMBER NINETEEN (19) TO FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4) LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT FOR STATE ROAD A1A FORT LAUDERDALE

THIS AMENDMENT Number Nineteen (19) to the Agreement dated January 31, 2008, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ by and between the State of Florida Department of Transportation, hereinafter called the **DEPARTMENT**, and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

# WITNESSETH

**WHEREAS**, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, January 31, 2008, for the purpose of the AGENCY maintaining the landscape and hardscape improvements on State Road A1A (N. Fort Lauderdale Beach Blvd.); and,

**WHEREAS**, Inclusive Amendment #6, dated February 5<sup>th</sup>, 2014, installed hardscape on State Road A1A from NE 9<sup>th</sup> Street to NE 18<sup>th</sup> Street, and Inclusive Amendment #9 dated May 7, 2015, installed landscape and irrigation on State Road A1A from NE 9<sup>th</sup> Street to NE 18<sup>th</sup> Street; and are included by reference and incorporated herein; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape and hardscape improvements, including a midblock crossing, to be installed by the DEPARTMENT south of NE 14<sup>th</sup> Court on State Road A1A in accordance with the above referenced Agreements; and,

WHEREAS, the AGENCY by Resolution No.\_\_\_\_\_ dated\_\_\_\_\_, attached hereto as Exhibit "E" and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so; and,

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

 Pursuant to Paragraph Number Fourteen (14) in the Agreement dated January 31, 2008, the DEPARTMENT has agreed to construct additional improvements or to modify an improvement located as indicated in **Exhibit "A"**, in accordance with the plans attached as **Exhibit "B"**.

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- The AGENCY shall agree to maintain the additional improvements described above, including decorative crosswalk and paver sidewalks, in accordance with Exhibit "C" Maintenance Plan of Inclusive Amendment #6, dated February 5<sup>th</sup>, 2014, and Exhibit "D" Patterned Pavement Maintenance, as amended in this agreement.
- The DEPARTMENT agrees to enter into a contract to have installed said improvements for an amount as indicated in **Exhibit "C"**, not to exceed \$53,282.00. The AGENCY shall arrange for funding via a separate agreement to be executed by the AGENCY and the DEPARTMENT.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

## LIST OF EXHIBITS

Exhibit A - Maintenance Limits Exhibit B - Improvement Plans Exhibit C - Cost Estimate for Hardscape Improvements Exhibit D - Patterned Pavement Maintenance (revised as of June 21, 2021) Exhibit E - Resolution In Witness whereof, the parties hereto have executed with this Amendment effective the day and year first written above.

CITY OF FORT LAUDERDALE, through its CITY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Dean J. Trantalis, Mayor	By: John Krane, P.E. Transportation Development Director
day of, 2024	Date:
Susan Grant, Acting City Manager	Executive Secretary
Approved as to form by Office of City Attorney	Legal Review
City Attorney	Office of the General Counsel Date
ATTEST:	
David R. Soloman, City Clerk	
(SEAL)	

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> CAM 24-0805 Exhibit 1 Page 142 of 162

SECTION #: STATE ROAD: PROJECT #: COUNTY: 86050000 A1A 452467-1-52-01 BROWARD

## EXHIBIT A

### MAINTENANCE LIMITS

## I. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD A1A:

From State Road 5 (US 1) M.P. 0.000 (Section 86180000) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

By Individual Sections: Southbound One Way (Section 86050100) M.P. 0.0000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Blvd / 17<sup>th</sup> Street Causeway (Section 86180000): M.P. 0.000 (State Road 5) (US 1) to M.P. 2.964 (State Road 842) (Las Olas Boulevard)

North Fort Lauderdale Beach Area (Section 86050000): M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Avenue)

## II. ROADWAY PROJECT MAINTENANCE LIMITS FOR AMENDMENT #19:

Section Number 86050000 State Road A1A (N. Fort Lauderdale Beach Blvd.) south of N.E. 14<sup>th</sup> Court, from MP 3.778 to MP 3.835

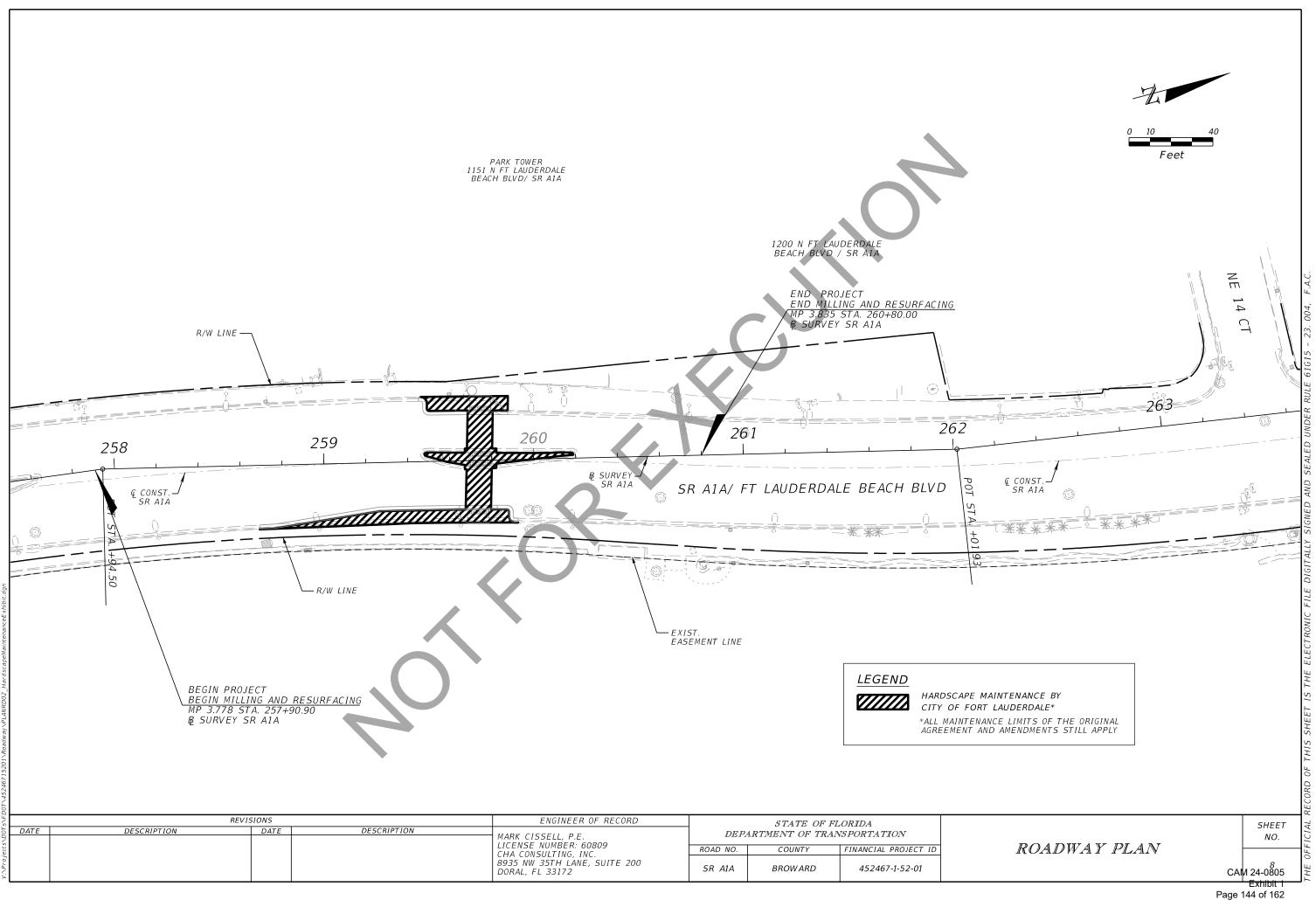
## III. PROJECT MAINTENANCE BOUNDARY MAP\*:

Please See Attached

\*All limits of the original agreement and amendments shall apply

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> CAM 24-0805 Exhibit 1 Page 143 of 162



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86050000 A1A 452467-1-52-01 BROWARD

# EXHIBIT B

### **ROADWAY IMPROVEMENT PLANS**

The AGENCY agrees to install the improvements in accordance with the roadway plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by:

Mark Cissell, PE CHA Consulting, Inc.

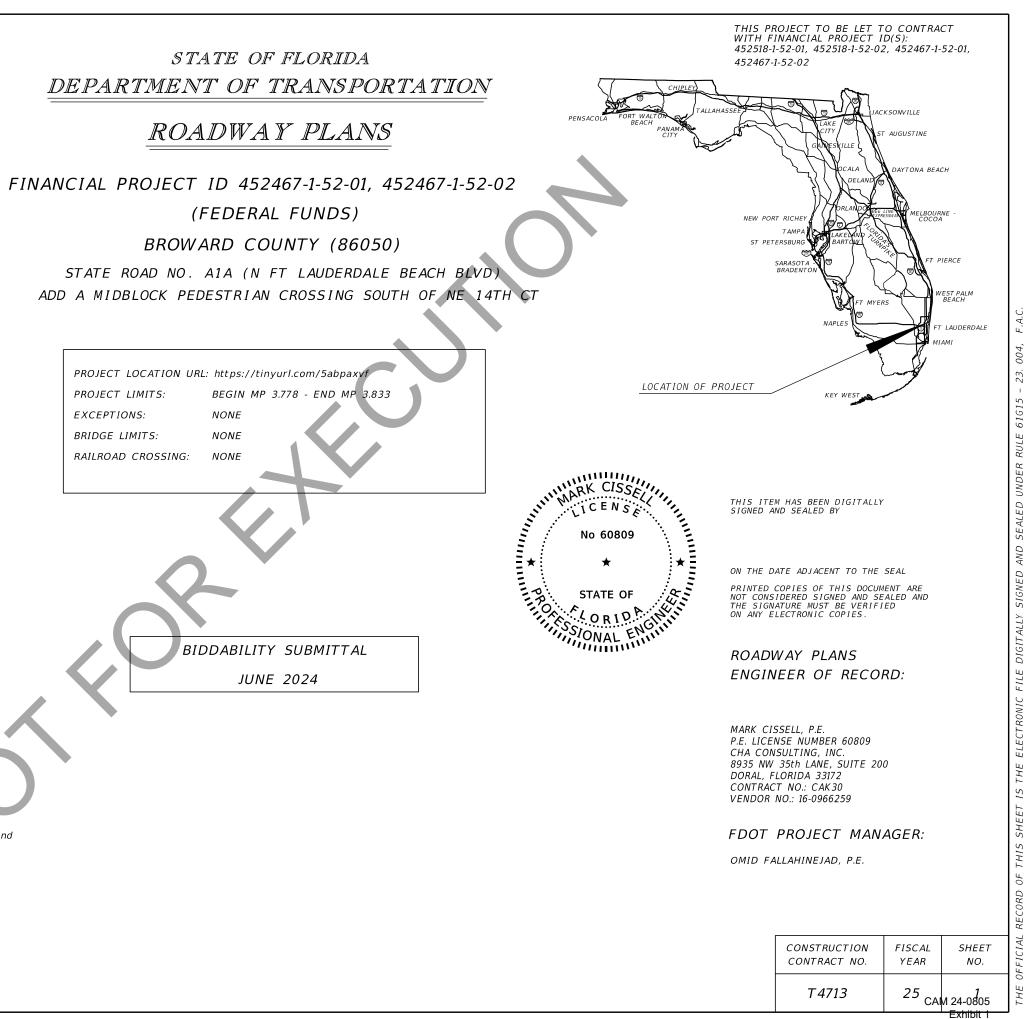
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> CAM 24-0805 Exhibit 1 Page 145 of 162

# CONTRACT PLANS COMPONENTS

ROADWAY SIGNING AND PAVEMENT MARKING SIGNALIZATION LIGHTING



#### INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 3	TYPICAL SECTIONS
4 - 5	PROJECT CONTROL
6	GENERAL NOTES
7	ROADWAY PLAN
8 - 10	SPECIAL DETAILS
11 - 13	TEMPORARY TRAFFIC CONTROL PLAN

UTV - 1\* VERIFIED UTILITY LOCATE

\* THIS SHEET IS INCLUDED IN THE INDEX OF ROADWAY PLANS ONLY TO INDICATE THAT THEY ARE PART OF THE ROADWAY PLANS. THIS SHEET IS CONTAINED IN A SEPARTE DIGITALLY SIGNED AND SEALED DOCUMENT .

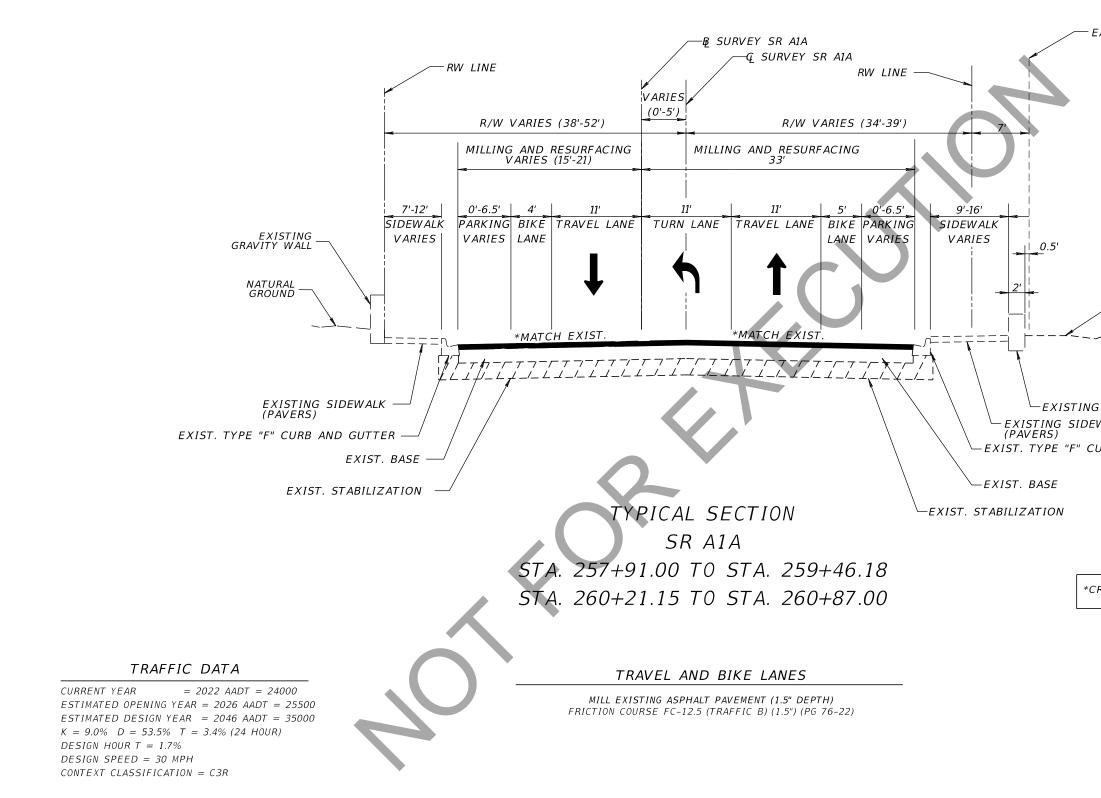
#### GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

#### GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

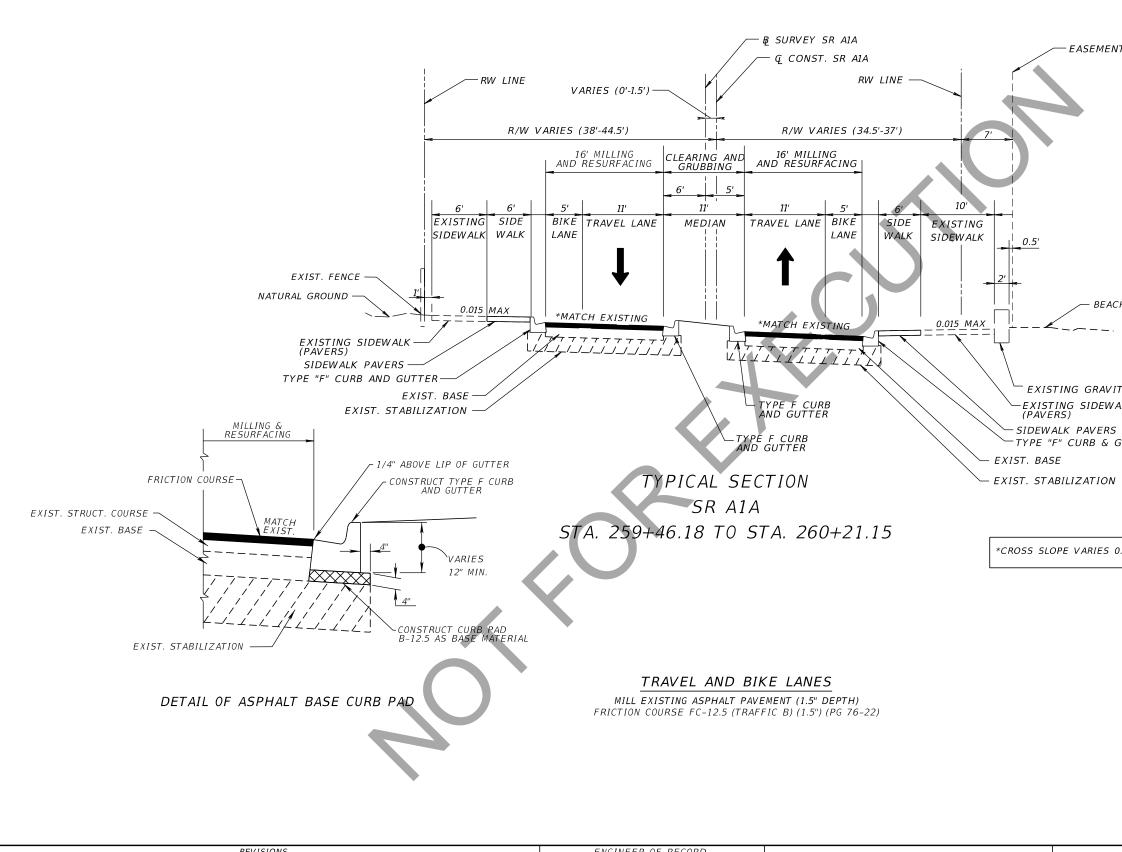
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TRAFFIC DATA           CURRENT YEAR         = 2022 AADT = 24000           ESTIMATED OPENING YEAR         = 2026 AADT = 25500           ESTIMATED DESIGN YEAR         = 2046 AADT = 35000           K = 9.0%         D = 53.5%         T = 3.4% (24 HOUR)		THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY
DESIGN HOUR T = 1.7% DESIGN SPEED = 30 MPH CONTEXT CLASSIFICATION = C3R		THIS SHEET
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TYPICAL SECTIONS	SHEET NO.	E OFFICIAL
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Page 148 of 162

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983, ADJUSTMENT 1990 AND ARE BASED UPON A BEARING OF NORTH 00°54'42" EAST BETWEEN MONUMENTS "DA 1" AND "DA 2".

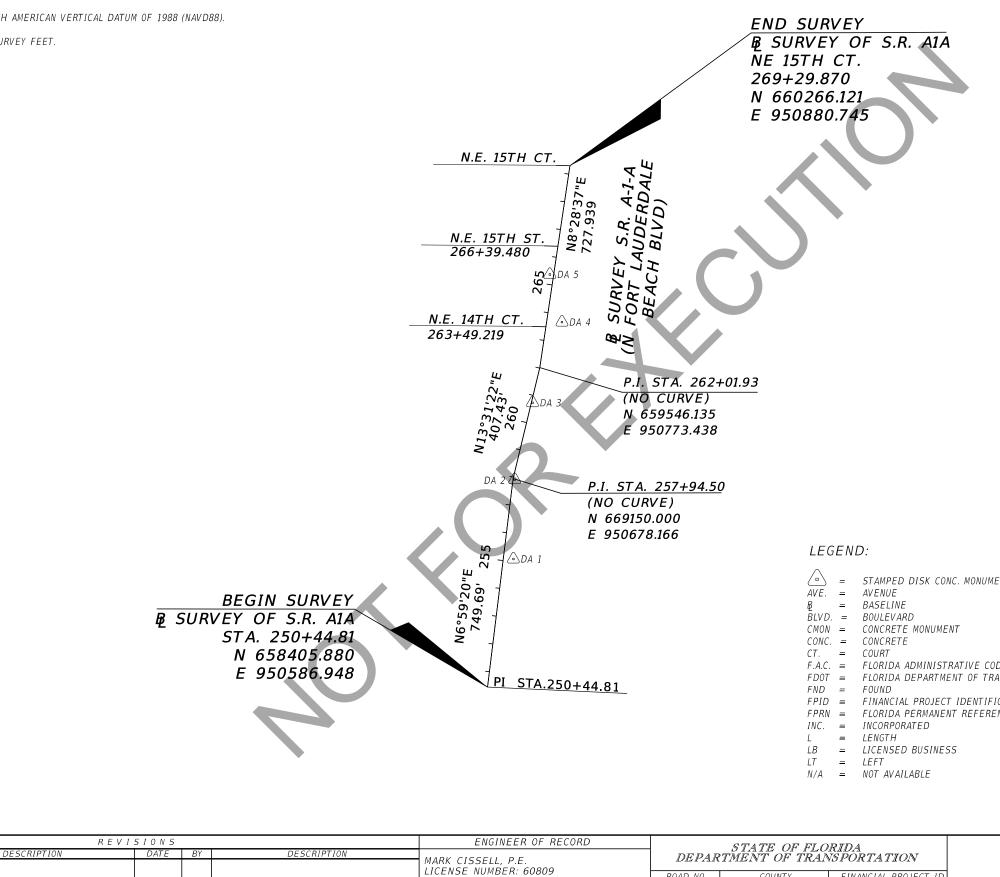
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

3. PROJECT UNITS: U.S. SURVEY FEET.

DATE BY

# PROJECT CONTROL POINTS B SURVEY S.R. A-1-A

TRAVERSING THROUGH SECTION 31, TOWNSHIP 49 SOUTH, RANGE 43 EAST BROWARD COUNTY, FLORIDA



CHA CONSULTING, INC. 8935 NW 35TH LANE, SUITE 200 SR A1A BROWARD 452467-1-52-01 DORAL, FL 33172 5/14/2024 1:44:32 PM

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NODTH AMEDICAN DATUM

# PROJECT CONTROL POINTS

# B SURVEY S.R. A-1-A

TRAVERSING THROUGH SECTION 31, TOWNSHIP 49 SOUTH, RANGE 43 EAST BROWARD COUNTY, FLORIDA

	R E V I S I O N S					ENGINEER OF RECORD	STATE OF FLORIDA		
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	MARK CISSELL, P.E.	DEPAR	RTMENT OF TRAI	
						LICENSE NUMBER: 60809 CHA CONSULTING, INC.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
						8935 NW 35TH LANE, SUITE 200 DORAL, FL 33172	SR A1A	BROWARD	452467-1-52-01

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DESCRIPTION		
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PED "DA 2"		
PED "DA 3"		
IPED "DA 4" IPED "DA 5"		
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1:45:43 PM V:\Projects\DOTs\FDOT\45246715201\S	EX	-0805 <sub>5</sub> hibit 1

#### GENERAL NOTES:

- ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL 1. SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS. WILLIAM ARATA, P.S.M. P.S.M. NO.: 5082 FDOT DISTRICT 4 3400 W COMMERCIAL BLVD. FORT LAUDERDALE, FL 33309
- 2. UTILITY OWNERS AND AGENCY PERSONNEL, AND CONTACTS FOR OTHER REQUIRED ACTIONS

<u>COMPANY</u>	<u>CONTACT</u>	TELEPHONE NUMBER
AT&T FLORIDA	HENRY URENA	(954)-260-0615
CROWN CASTLE	DANNY HASKETT	(786)-610-7073
COMCAST	JUSTIN CASSELL	(786)-427-4049
FPL DISTRIBUTION	AKRUM JOMAA	(954)-321-2067
HOTWIRE	WALTER SANCHO-DAVILA	(954)-699-0900
TECO PEOPLES GAS	DIEGO A. UZCATEGUI PINO	(786)-575-0261
VERIZON MCI	JOHN HANSON	(786)-412-7878
BROWARD COUNTY TRAFFIC ENGINEERING DIVISION	ROB BLOUNT	(954)-847-2745
FDOT TRAFFIC DATA	KARA SCHWARTZ-DIMAINA	(954)-777-4364
BROWARD COUNTY TRAFFIC ENGINEERING DIVISION FDOT TRAFFIC DATA BROWARD COUNTY TRANSIT CITY OF FT LAUDERDALE		

THIS PROJECT LIES WITHIN 10 NAUTICAL MILES OF AN AIRPORT. ALL PERMANENT FEATURES OF THE PROJECT З. HAVE BEEN FOUND IN COMPLIANCE WITH FEDERAL AVIATION ADMINISTRATION (FAA) 14 CFR PART 77 (677.7). COMPLY WITH FEDERAL AVIATION ADMINISTRATION (FAA) 14 CFR PART (577.7). CONTACT APPROPRIATE FAA PERSONNEL TO COORDINATE SUCH COMPLIANCE FOR CONSTRUCTION OPERATIONS AND EQUIPMENT TO BE USED ON THE PROJECT SITE. BE AWARE THAT 14 CFR PART 77 (677.7) ESTABLISHES THAT NOTIFICATION MUST BE SUBMITTED 45-DAYS PRIOR TO CONSTRUCTION ACTIVITIES WHICH MAY IMPACT AIRPORT-CONTROLLE AIRSPACE OR FACILITIES. GIVEN THE TIME REQUIRED TO CONDUCT AN AERONAUTICAL STUDY, A 45-60 DAY ADVANCE FILING IS RECOMMENDED TO ACCOMMODATE THE REVIEW PROCESS AND ALLOW TIMELY ISSUANCE OF THE FAA DETERMINATION LETTER. SEE http://www.faa.gov/airports/central/engineering/part77/ FOR ADDITIONAL INFORMATION. FILE THE REQUIRED NOTICE OF CONSTRUCTION COMMENCEMENT FORM (7460-2 PART 1) PRIOR TO STARTING WORK. FILE THE REQUIRED FORM (7460-2 PART 2) WITHIN 5 DAYS OF COMPLETION OF THE HIGHEST ELEMENT OF PERMANENT CONSTRUCTION.

#### BROWARD COUNTY TRANSIT NOTES:

- 1. PASSENGER ACCESS TO AND FROM BUS STOPS SHALL BE MAINTAINED DURING CONSTRUCTION.
- 2. IN THE EVENT ANY BUS STOPS ARE TO BE IMPACTED, COORDINATE WITH BROWARD COUNTY TRANSIT FOR ANY TEMPORARY RELOCATION OF BUS STOPS.

#### PAY ITEM NOTES:

108-1:

IN ADDITION TO THE REQUIREMENTS OF STANDARD SPECIFICATIONS, SECTION 108, PROVIDE INSPECTION AND SETTLING MONITORING FOR THE FOLLOWING STRUCTURES:

-PARK TOWER CONDOMINIUM BUILDING AT 1151 N FT. LAUDERDALE BEACH BLVD.

108-2: PROVIDE VIBRATION MONITORING FOR THE FOLLOWING STRUCTURES:

-PARK TOWER CONDOMINIUM BUILDING AT 1151 N FT. LAUDERDALE BEACH BLVD.

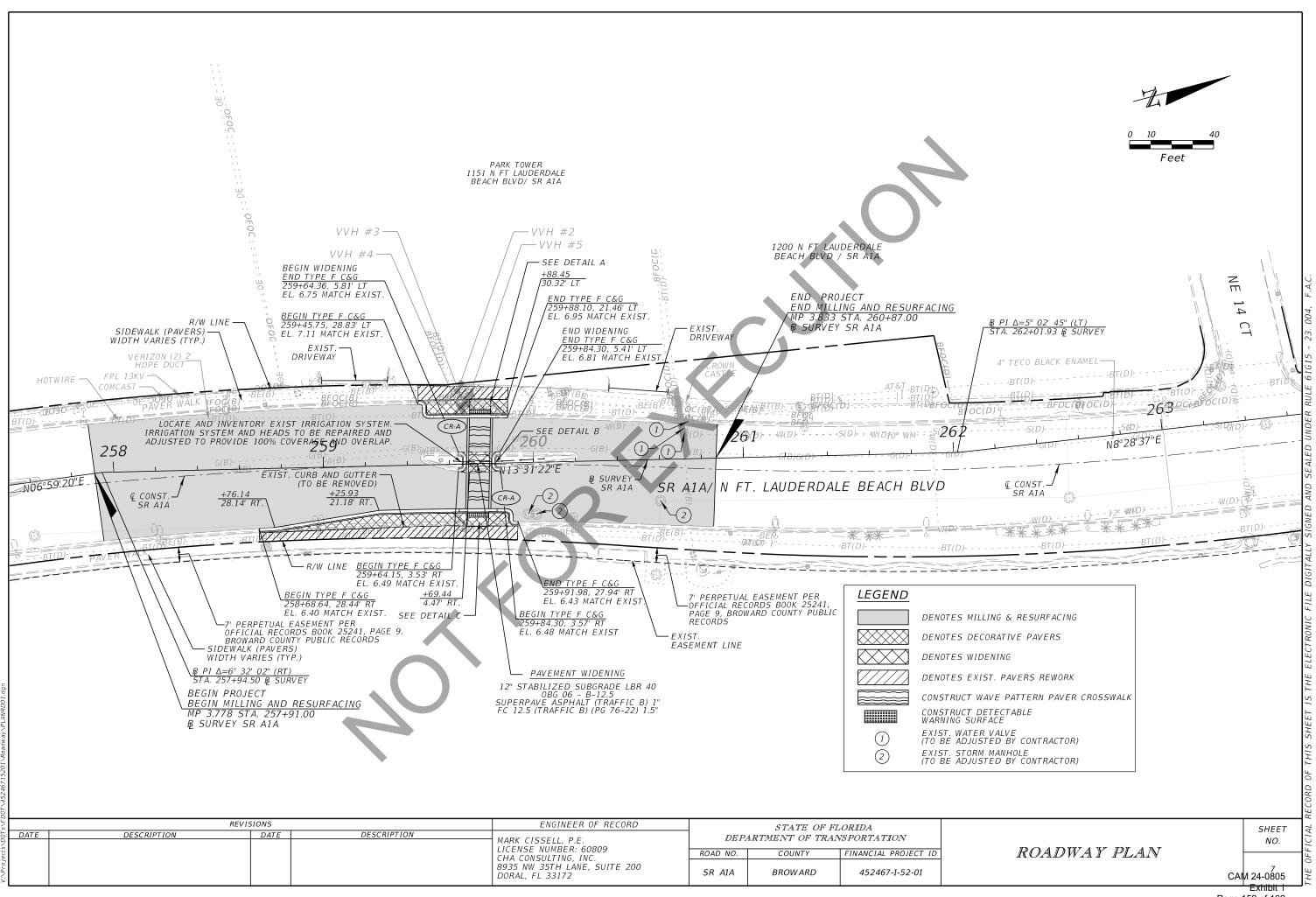
	REVISIONS			ENGINEER OF RECORD	STATE OF FLORIDA			
DATE	DESCRIPTION	DATE	DESCRIPTION	MARK CISSELL, P.E.	DEP	ARTMENT OF TRAI	NSPORTATION	
				LICENSE NUMBER: 60809 CHA CONSULTING, INC.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				8935 NW 35TH LANE, SUITE 200 DORAL, FL 33172	SR A1A	BROWARD	452467-1-52-01	

#### PHASE III NOTES FOR REVIEWERS:

- 1.
- 2.
- З. PAVERS, AND STAMPED ASPHALT.

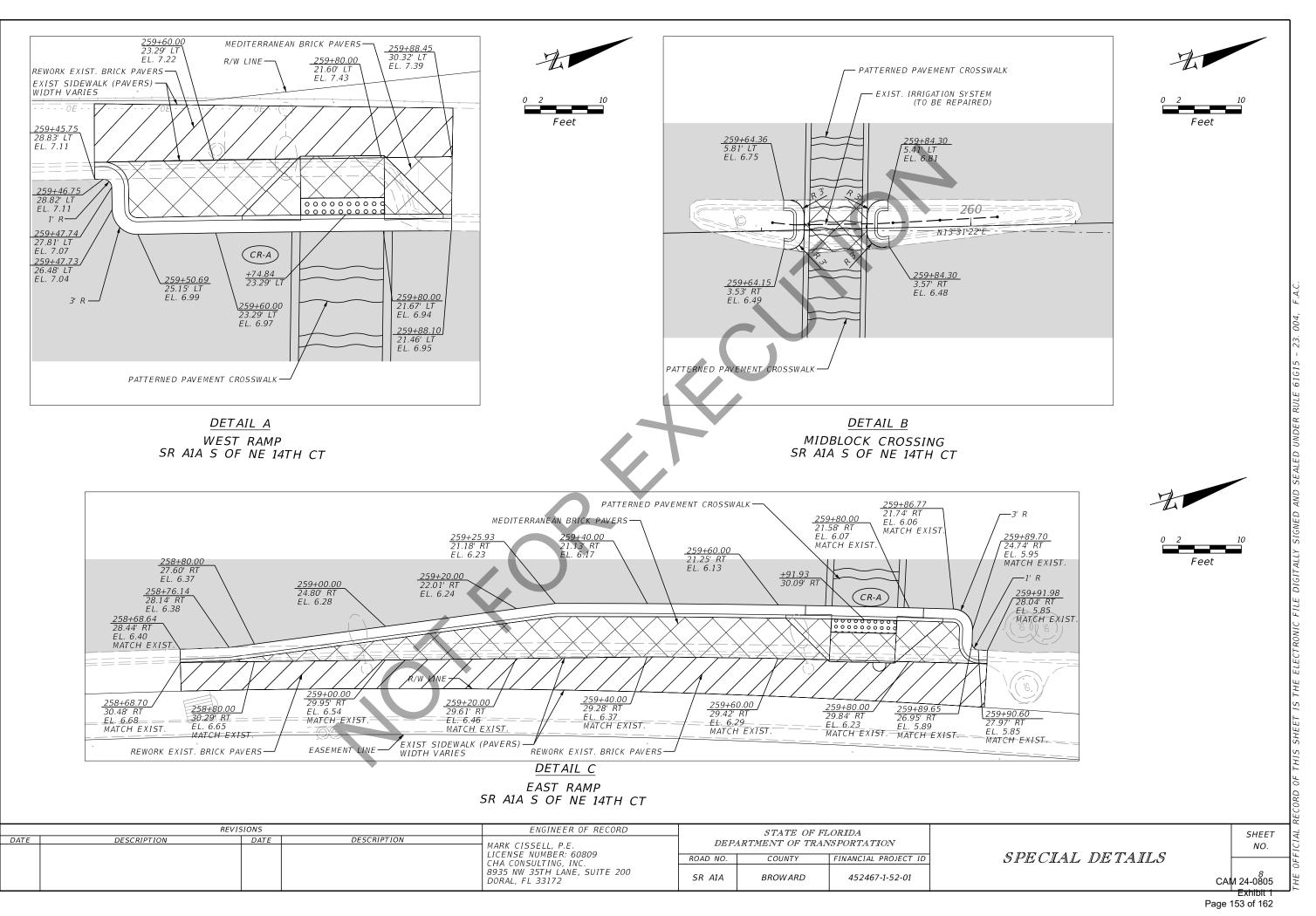
A PROPRIETARY PRODUCT PACKAGE FOR IRRIGATION HAS BEEN SUBMITTED AND PENDING SIGNATURE CONCURRENCE. A TSP FOR IRRIGATION REPAIRS (590-70-1) HAS BEEN SUBMITTED AND PENDING SIGNATURE CONCURRENCE. A LOCAL FUNDING AGREEMENT IS IN THE PROCESS OF BEING EXECUTED FOR DECORATIVE LIGHTING, DECORATIVE

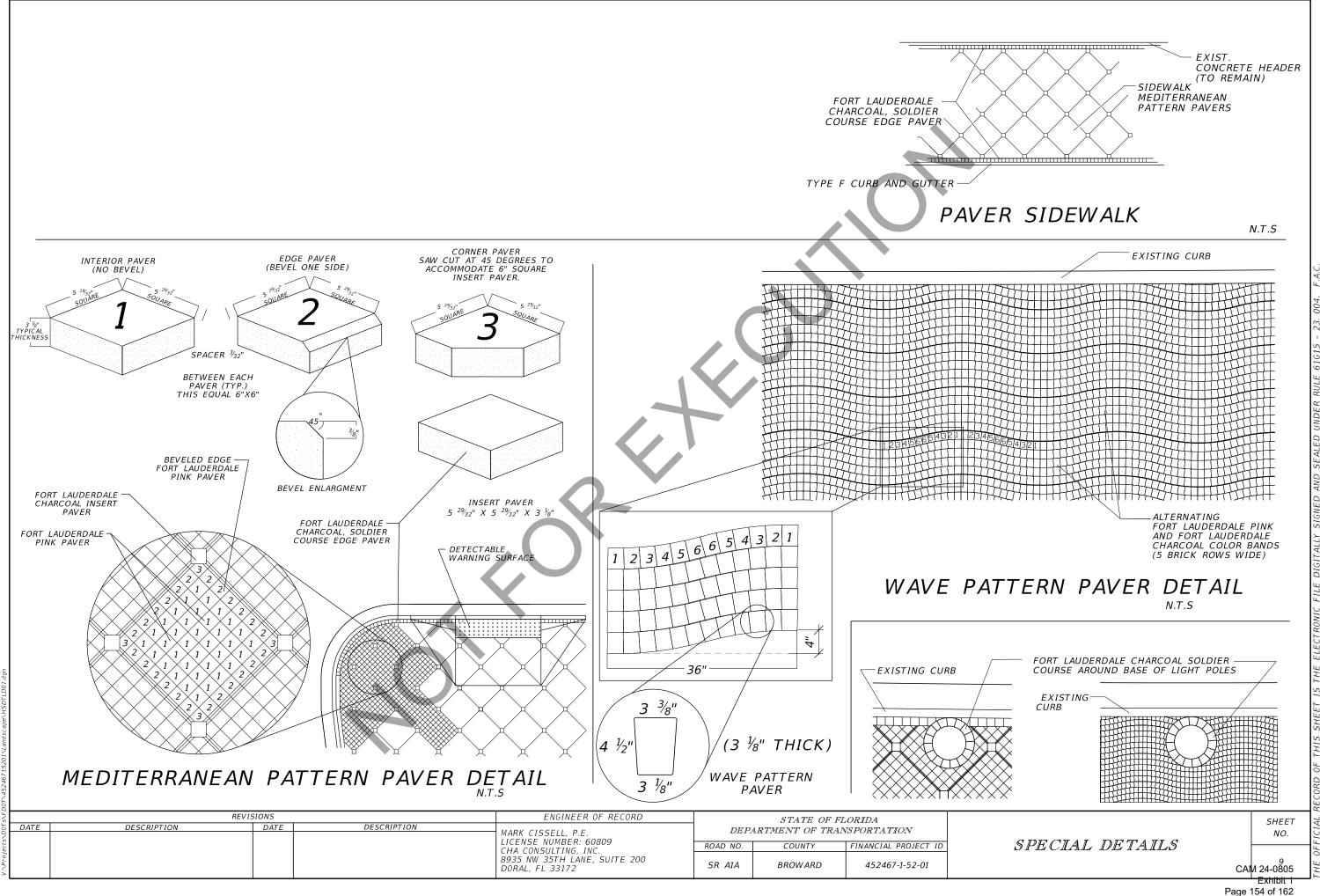
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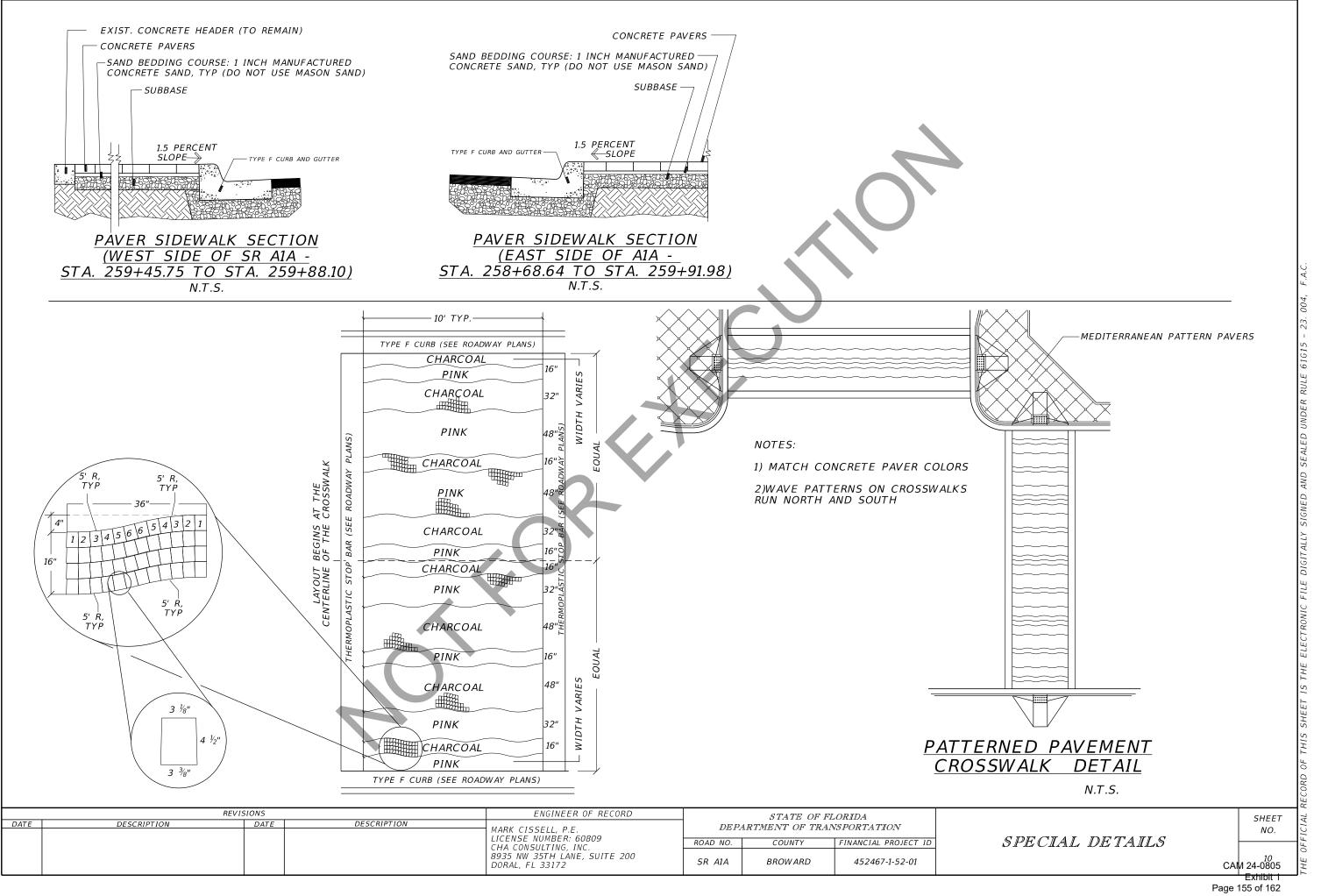


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#### TEMPORARY TRAFFIC CONTROL NOTES

#### <u>GENERAL:</u>

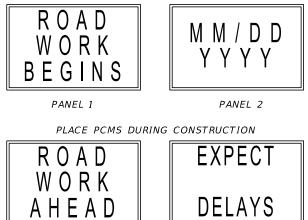
1. WORK ZONE SPEED IS 30 M.P.H.

- 2. LANE CLOSURES SHALL OCCUR ONLY DURING NON-PEAK HOURS OR NON-EVENT DAYS/NIGHTS/WEEKENDS. NON-PEAK HOURS ARE: 9:00 PM TO 8:00 AM - WEEK DAYS (MONDAY THRU THURSDAY)
- 3. NO NIGHTTIME WORK SHALL OCCUR DURING THE MONTH OF MARCH THROUGH OCTOBER DUE TO SEA TURTLE NESTING SEASON.
- 4. PAVEMENT SHALL NOT BE MILLED MORE THAN CAN BE REPLACED WITHIN THE SAME WORK SHIFT.
- 5. CONCRETE SIDEWALK AND CURB AND GUTTER SHALL BE REMOVED AND REPLACED WITHIN THE SAME WORK SHIFT.
- 6. NOTIFY THE CITY OF FORT LAUDERDALE 14 DAYS PRIOR TO ANY LANE CLOSURES AND CHANGES TO TRAFFIC PATTERNS.

#### ADVANCE CONSTRUCTION NOTICE:

1. FURNISH AND MANTAIN PORTABLE CHANGEABLE MESSAGE SIGNS AT EACH APPROACH TO WORK ZONE (14 DAYS IN ADVANCE).

PLACE PCMS 14 DAYS IN ADVANCE OF CONSTRUCTION



PANEL 1

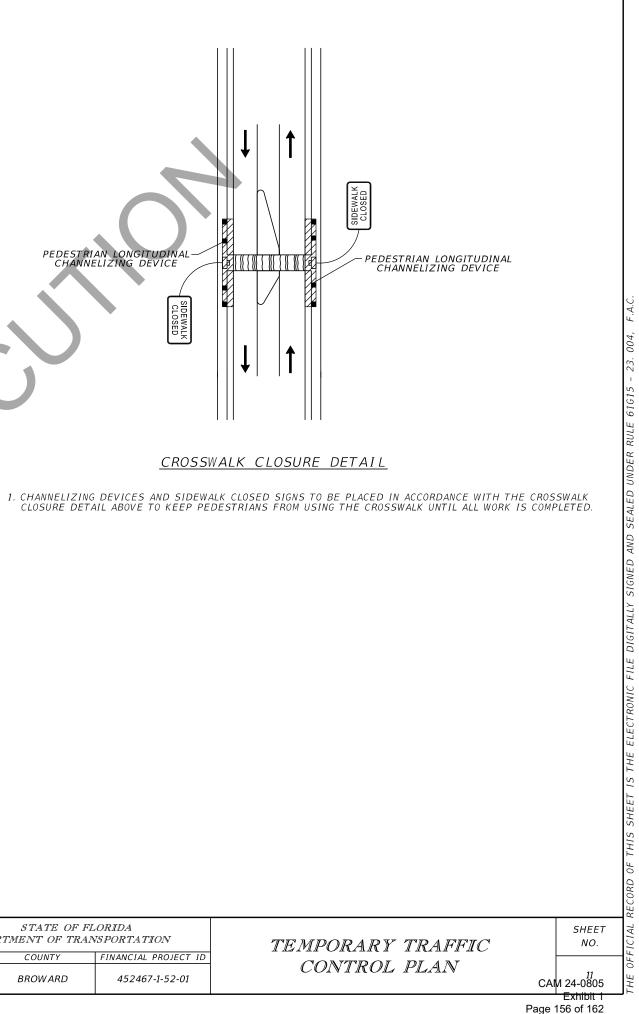
PANEL 2

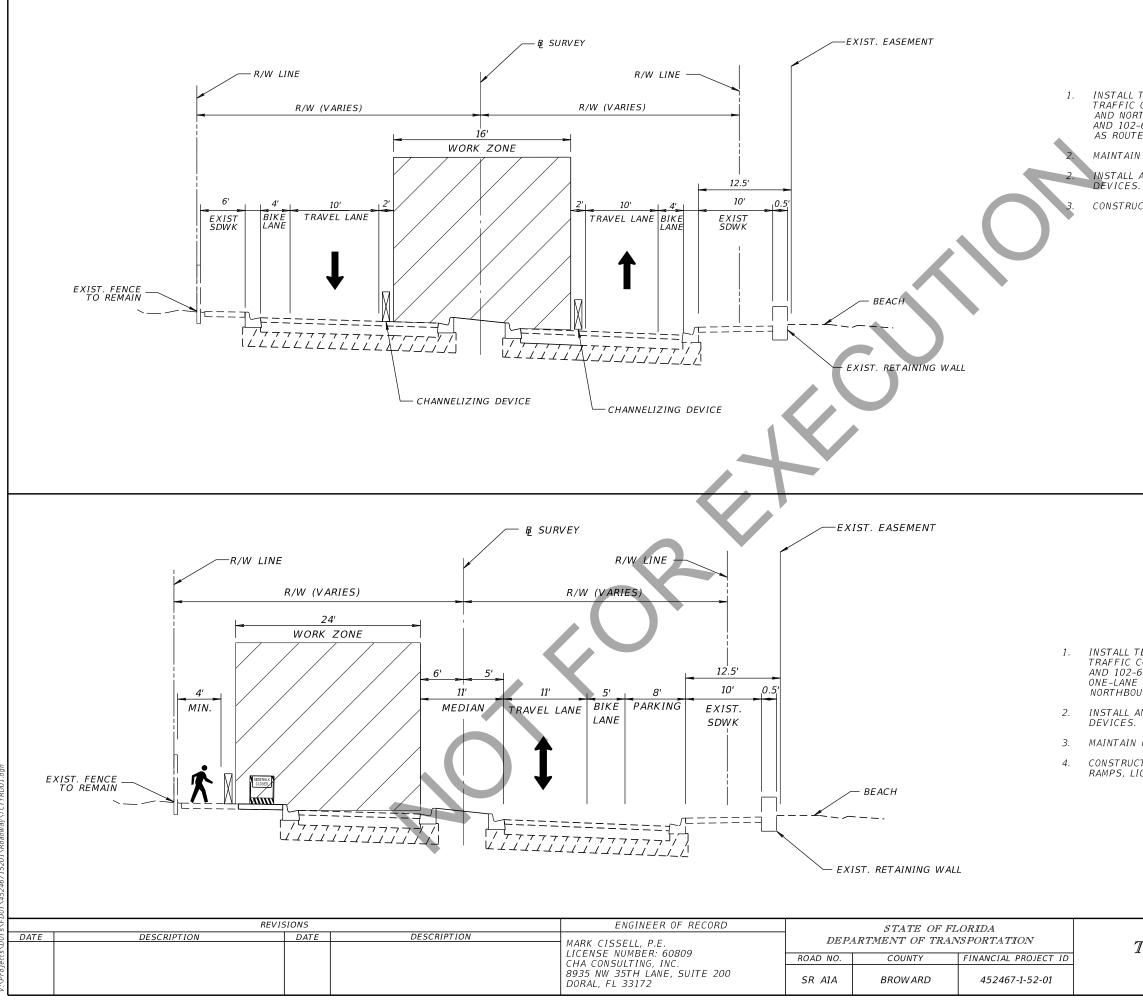


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PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICE

s∖F	REVISIONS			ENGINEER OF RECORD STATE OF FLORID		LORIDA		
DOT.	DATE	DESCRIPTION	DATE	DESCRIPTION	MARK CISSELL, P.E.	DEPARTMENT OF TRANSPORTATION		
e+ ∋cts∖.					LICENSE NUMBER: 60809 CHA CONSULTING, INC.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
V:\Proj					8935 NW 35TH LANE, SUITE 200 DORAL, FL 33172	SR A1A	BROWARD	452467-1-52-01





#### PHASE I

INSTALL TEMPORARY WORK SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES ON BOTH THE INSIDE SOUTHBOUND AND NORTHBOUND TRAFFIC LANES AS REQUIRED PER INDEX 102-603 AND 102-613. CLOSE INSIDE LANE AND USE ON-STREET PARKING AS ROUTE FOR TEMPORARY BIKE AND VEHICULAR LANES.

MAINTAIN BICYCLE TRAFFIC AS PER INDEX 102-661.

INSTALL AND MAINTAIN TEMPORARY INLET PROTECTION DEVICES.

CONSTRUCT CURB AND GUTTER, PAVEMENT WIDENING IN THE MEDIAN.

PHASE II

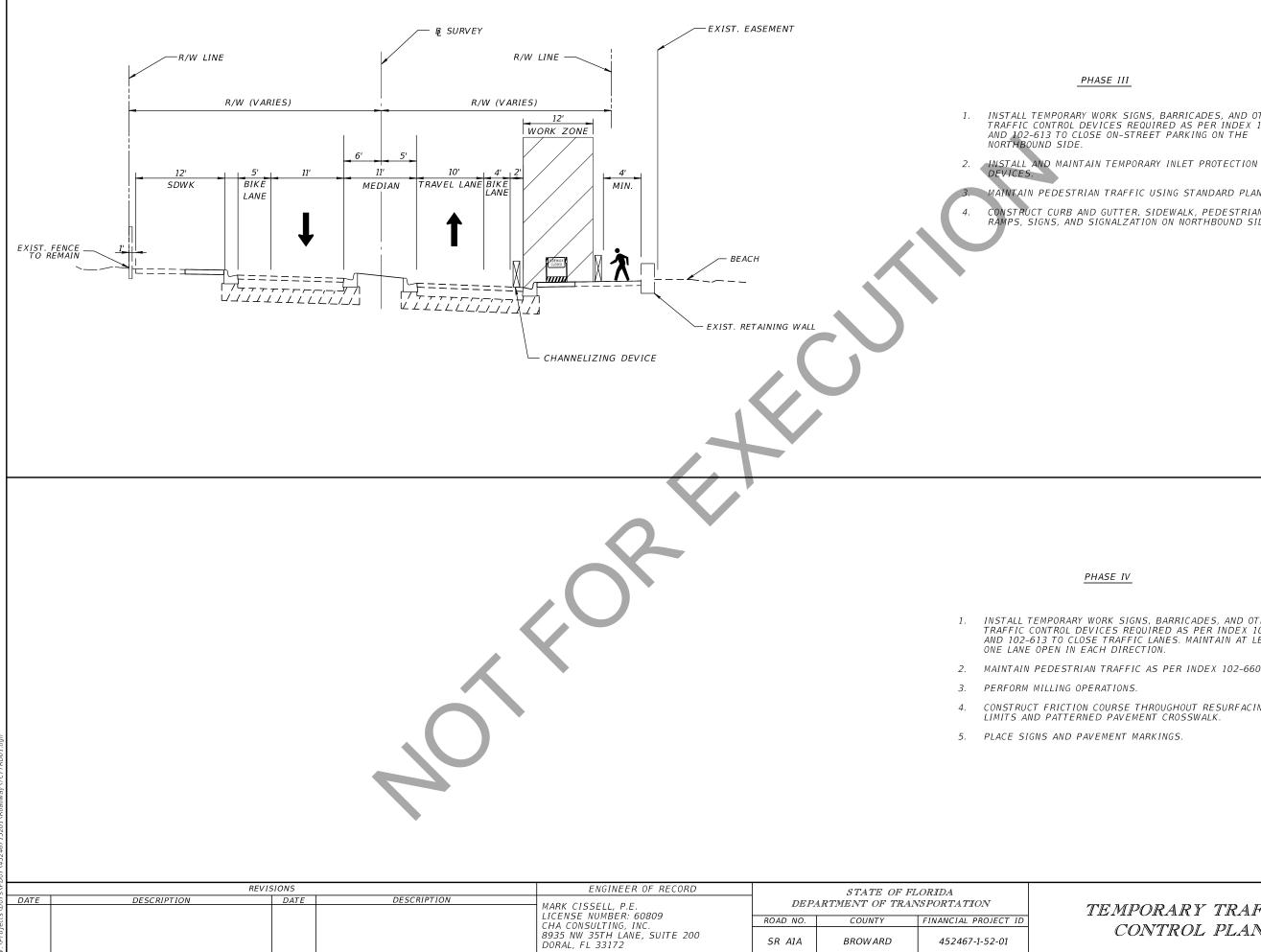
INSTALL TEMPORARY WORK SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES REQUIRED AS PER INDEX 106-603 AND 102-613 TO CLOSE SOUTHBOUND TRAFFIC LANE AND USE ONE-LANE TWO-WAY TRAFFIC CONTROL WITH FLAGGERS ON NORTHBOUND LANE.

INSTALL AND MAINTAIN TEMPORARY INLET PROTECTION DEVICES.

MAINTAIN PEDESTRIAN TRAFFIC USING STANDARD PLANS INDEX 102-660.

CONSTRUCT CURB AND GUTTER, SIDEWALK, PEDESTRIAN RAMPS, LIGHTING, AND SIGNALIZATION ON SOUTHBOUND SIDE.

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#### PHASE III

INSTALL TEMPORARY WORK SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES REQUIRED AS PER INDEX 102-603 AND 102-613 TO CLOSE ON-STREET PARKING ON THE NORTHBOUND SIDE.

3. MAINTAIN PEDESTRIAN TRAFFIC USING STANDARD PLANS INDEX 102-660.

CONSTRUCT CURB AND GUTTER, SIDEWALK, PEDESTRIAN RAMPS, SIGNS, AND SIGNALZATION ON NORTHBOUND SIDE.

#### PH/

WORK SIGNS, BARRICADES, AND OTHER
EVICES REQUIRED AS PER INDEX 102-603
SE TRAFFIC LANES. MAINTAIN AT LEAST
ACH DIRECTION.

PHASE IV		
WORK SIGNS, BARRICADES, AND OTHER		
EVICES REQUIRED AS PER INDEX 102-603 SE TRAFFIC LANES. MAINTAIN AT LEAST EACH DIRECTION.		
AN TRAFFIC AS PER INDEX 102-660.		
PERATIONS.		
N COURSE THROUGHOUT RESURFACING NED PAVEMENT CROSSWALK.		
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# EXHIBIT C

### COST ESTIMATE FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

ITEM #	ITEM	QNTY	UNIT	UNIT PRICE	COST	COMMENT
523-3	Patterned Pavement, Vehicular Areas	62	SY	\$ 250.00	\$ 15,500.00	New Crosswalk
526-1-2	Pavers, Architectural, Sidewalk	79	SY	\$ 350.00	\$ 27,650.00	New Bulb-Outs
	Contingency (20%)				\$ 8,630.00	
	FDOT Inflation Factor (1.029)		<b>—</b>		\$ 1,502.00	

# ANTICIPATED TERMS OF A SEPARATE AGREEMENT

I.	FDOT PARTICIPATION:	\$	0.00
	AGENCY PARTICIPATION: (Via Separate Agreement)	\$ 53,2	82.00
m.	APPROXIMATE HARDSCAPE IMPROVEMENT COST:	\$ 53,2	82.00

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# EXHIBIT D

# PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks shall be defined, at a minimum, to include its frictional characteristics and integrity as follows:

- Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted in accordance with \**FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)* using either the Locked Wheel Friction Tester or Dynamic Friction Tester. *All costs for friction testing are the responsibility of the AGENCY.*
- 2. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.
- 3. Approximately one year after project acceptance and every two years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with ASTM E274 or ASTM E1911. Friction resistance shall, at a minimum, have a FN40R value of 30 (or equivalent).
- 4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413, (561)432-4966) with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
- 5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall

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- 6. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- 7. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- 8. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

#### \*FM 5-592:

https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber. shtm

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EXHIBIT E

# RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

To be provided by Agency

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> CAM 24-0805 Exhibit 1 Page 162 of 162