

COMMISSION AGENDA REPORT

COMMISSION MEETING DATE:

06-05-2012

AGENDA ITEM:

M-07

COMMISSION REPORT NO:

12-0962

PREPARED BY:

Albert Carbon 05-11-2012 16:44:18

DEPT:

Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Julie Leonard, Assistant Utilities Services Director - Operations, 954-828-7802

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

Lee R. Feldman 05-30-2012 11:30:50

CITY MANAGER'S SIGNATURE

TITLE 1:

RELOCATION OF SHERZER ROLLING LEAF BASCULE BRIDGE TO RIVER OAKS PRESERVE

TITLE 2:

AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION

SUBJECT:

Agreement with Florida Department of Transportation to accept placement of Sherzer Rolling Leaf Bascule Bridge onto proposed River Oaks Preserve.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Motion to approve.

☒ REGULAR AGENDA

☐ CONFERENCE

☒ Motion

☐ Motion for Discussion

☐ Old/New Business

☐ City Commission Reports

☐ Public Hearing

☐ Ordinance

☐ Exec Closed Door

☐ City Manager Reports

☐ Resolution

☐ Presentation

☐ Conference Reports

☐ Purchase

☐ Citizen Presentation

☐ Advisory Boards

☐ Consent Resolution

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subobject, and title of subobject):

No budgetary impact.

FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO:

TRANSACTION TYPE:

BIDS SOLICITED/RECEIVED:

WBE:

LATE BID:

Vendor:

MBE:

NO BID:

Amount:

Details:

Procurement Recommendation:

Description of Exhibits:

1.	Agreement	2.	Memo 11-150	3.	
4.		5.		6.	
7.		8.		9.	

EXHIBITS: **AVAILABLE VIA HARDCOPY:** **Exhibit #s:**

PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**BACKGROUND/DETAIL:**

The City has been in negotiations with the Florida Department of Transportation (FDOT) to accept this bridge and enter into this and future agreements to facilitate mutual goals surrounding the River Oaks Preserve, reference Commission Memorandum (11-150) attached as Exhibit 2.

The bridge is being replaced due to the navigation restriction it poses for the South Fork of the New River waterway and the newer railroad engineering criteria for trestles. The Sherzer Rolling Leaf Bascule Bridge has been identified as historically significant by the State Historic Preservation Office and is on the west side of Interstate 95 (I-95) traversing the river. The City has planned designs incorporating this structure into a boardwalk for the preserve thereby reducing boardwalk costs and providing historic preservation.

City Staff recommends authorizing the proper City Officials to execute an Agreement with the Florida Department of Transportation to accept placement of the Sherzer Rolling Leaf Bascule Bridge onto the proposed River Oaks Preserve.

Attorney's Initials:



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309

ANANTH PRASAD, P.E.
SECRETARY

July 12, 2012

Mr. Lawrence Teich
Environmental Resource Supervisor
City of Fort Lauderdale Public Works Dept.
949 NW 38th Street
Fort Lauderdale, FL 33309

Subject: Agreement to Relocate the Historic CSX Railroad Bridge
FDOT Project FM no. 406919.1
Broward County, Florida

Dear Mr. Teich;

In November of 2011, FDOT District Four, the United States Coast Guard (USCG), and SHPO entered into a Memorandum of Agreement (MOA) regarding the National Register (NR) eligible CSX Railroad Bridge. In order to mitigate for the adverse effect caused by the removal and replacement of the Bridge, the MOA stipulated that FDOT shall coordinate and provide funding for the relocation and retrofit of the Bridge. Accordingly, FDOT has executed the enclosed Agreement with the City of Fort Lauderdale to relocate the Bridge to the City's property known as the River Oaks Preserve. These copies of the Agreement with original signatures are for your files.

If there are any questions, please feel free to contact me at (954) 777-4324 or Lynn Kelley at (954) 777-4334.

Sincerely,

Ann Broadwell
Environmental Administrator
FDOT - District 4

Enclosures

cc. Laura Kammerer, SHPO
Evelyn Smart, USCG
Ron Wallace, FDOT District Four
Roy Jackson, FDOT CEMO
file

6-5-12
m-07

AGREEMENT

Between

THE CITY OF FORT LAUDERDALE

and

FLORIDA DEPARTMENT OF TRANSPORTATION

For the

RELOCATION OF THE CSX RAILROAD BRIDGE OVER THE NEW RIVER TO THE
RIVER OAKS PRESERVE

AGREEMENT

Between

THE CITY OF FORT LAUDERDALE

and

FLORIDA DEPARTMENT OF TRANSPORTATION

For

RELOCATION OF THE CSX RAILROAD BRIDGE OVER THE NEW RIVER TO THE
RIVER OAKS PRESERVE

This is an AGREEMENT, made and entered into by and between the CITY OF FORT LAUDERDALE, FLORIDA, hereinafter referred to as "CITY", located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 and FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as "FDOT", located at 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309.

WHEREAS, the CITY plans to develop the parcels east of the CSX Railroad and I-95, west of SW 19th Avenue, south of the New River, (**Exhibit A**) into a park for public recreational use; and

WHEREAS, the CITY purchased the properties to primarily serve as stormwater drainage retention for the surrounding residential area which undergoes periodic flooding; and

WHEREAS, the CITY plans to enhance the property, which will be called "RIVER OAKS PRESERVE", by creating a freshwater wetland system with upland buffer areas which would attract birds and wildlife, and will include a pedestrian boardwalk and other amenities; and

WHEREAS, the FDOT is conducting a Project Development and Environment (PD&E) Study on the proposed rehabilitation or replacement of the CSX Railroad Bridge over the New River, hereinafter referred to as the "CSX BRIDGE"; and

WHEREAS the CSX BRIDGE, a Scherzer Rolling lift bridge built in 1926, has been determined to be eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the State Historic Preservation Office (SHPO) has stated that the CSX BRIDGE is important for preservation as it is an example of a bridge type unique to railroad use and demolition would constitute a substantial depletion of the resource; and

WHEREAS, the FDOT and SHPO have entered into a Memorandum of Agreement (MOA) with the United States Coast Guard (USCG) regarding the relocation of the CSX BRIDGE (**Exhibit B**); and SHPO concurs that relocation of the CSX BRIDGE to RIVER OAKS PRESERVE would satisfy the requirements of Section 106 of the National Historic Preservation Act (NHPA); and

WHEREAS, the CITY has expressed an interest in incorporating the CSX BRIDGE into the boardwalk system of the RIVER OAKS PRESERVE passive park; and

WHEREAS, the FDOT has expressed an interest to access the new replacement CSX Bridge, hereinafter referred to as the "NEW BRIDGE", through the CITY's passive park, and/or the City road north of the passive park; and

WHEREAS, the FDOT has expressed an interest in obtaining local freshwater wetland mitigation credits;

NOW THEREFORE,

In consideration of the mutual terms, conditions, promises and covenants as herein set forth, FDOT and the CITY agree as follows:

1. That the above recitals are true and correct and made a part hereof as if set forth in full hereunder.
2. This Agreement is hereby subject and conditioned, to the CSX Transportation, Inc., consenting to the release of any rights it may have to the CSX BRIDGE and that FDOT otherwise has sufficient rights to dispose of the CSX BRIDGE as contemplated by this Agreement.
3. The CITY hereby authorizes and approves the FDOT to relocate the CSX BRIDGE to the RIVER OAKS PRESERVE property. The bridge will be placed in the location specified on the preliminary plans included as **Exhibit C**.
4. The CITY authorizes FDOT and its contractors/consultants to have access to the RIVER OAKS PRESERVE property during construction in order to move the CSX BRIDGE to the park and all other work contemplated by this Agreement. FDOT agrees to notify the CITY twenty-four (24) hours prior to accessing the property when working outside of any future or current easement or right of way.
5. The FDOT will provide a stabilized two-lane access road from SW 19 Avenue through the north boundary of the RIVER OAKS PRESERVE to the area underneath the I-95 overpass according to the preliminary plans included as **Exhibit C**.

6. Prior to the relocation of the CSX BRIDGE, FDOT will remove and properly dispose of the lead-based paint on the CSX BRIDGE and repaint with a suitable coating. FDOT will also prepare the CSX BRIDGE for pedestrian access.
7. After relocation, the CSX BRIDGE will become the property of the CITY, and the CITY will be responsible for future maintenance of the CSX BRIDGE. It is understood that once in place, the CSX BRIDGE will be a static pedestrian bridge. Any further costs associated with the CSX BRIDGE will be the responsibility of the CITY. After relocation of the CSX BRIDGE, neither the FDOT nor CSX Transportation, Inc. will have any ownership nor will they have any liability as related to the CSX BRIDGE. The CITY and FDOT anticipate the following additional agreements related to the CSX BRIDGE relocation to the RIVER OAKS PRESERVE:
 - FDOT will process the CITY'S request to lease property under I-95 for the purpose of providing a public river access point and public parking for the for the RIVER OAKS PRESERVE. Approval of this lease request is under the purview of the Federal Highway Administration (FHWA).
 - FDOT will acquire permanent easements for construction and maintenance access, access for the bridge Tender personnel, and for utilities.
 - Any wetland mitigation credits created by the construction of the RIVER OAKS PRESERVE will be shared by the CITY and FDOT. The distribution of the credits will be determined upon completion of the RIVER OAKS PRESERVE Environmental Resource Permit (ERP) by mutual agreement between the CITY and FDOT.
 - The above agreements are independent of this Agreement and are not contingent upon each other.
 - FDOT and the CITY shall enter into a separate Joint Participation Agreement (JPA) for a one-time payment for the maintenance of the CSX BRIDGE into perpetuity. The CITY shall be responsible for maintaining the CSX BRIDGE in accordance with the State Historic Preservation Office (SHPO) requirements in **Exhibit B**. The JPA will be executed prior to the relocation of the CSX BRIDGE and will not exceed the sum of \$100,000.00. The FDOT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature and approval of the advance payment by the Florida State Comptroller's Office.

8. The CITY agrees to obtain and pay for any permits required for the development of RIVER OAKS PRESERVE. FDOT will be a co-applicant on the South Florida Water Management (SFWMD) Environmental Resource Permit (ERP) and the United States Army Corps of Engineers (ACOE) permit, in order to share in any mitigation credits that might be created.
9. The CITY has obtained the services of a consultant team to complete a Master Plan for the RIVER OAKS PRESERVE and to prepare a set of plans corresponding to 60% completion. The consultant team will also perform environmental services including wetland delineations, tree surveys, and permitting. The scope of services for these tasks is included as **Exhibit D**. The CITY is responsible for the completion of and payment for the services outlined in the scope of services.
10. FDOT will provide engineering plans for the CSX BRIDGE foundations and will be responsible for the construction of the foundation. The CITY shall have the right to review and comment on plans prior to any work commencement. The CITY must review and comment on the plans and provide comments to FDOT within 30 days of receipt of the plans or waive the right to do so.
11. FDOT will be responsible for the physical relocation of the CSX BRIDGE onto the RIVER OAKS PRESERVE property. The CITY understands that due to the constraints of the construction schedule for the NEW BRIDGE, FDOT may be required to relocate the historic CSX BRIDGE to the RIVER OAKS PRESERVE property even if the passive park has not been completed. Currently, relocation is anticipated to occur in the year 2015.
12. FDOT will be responsible for constructing an informational gazebo or cabana with a kiosk depicting appropriate historic reference(s) for the CSX BRIDGE and the cooperative participation between the CITY, Florida Department of Environmental Protection, Broward County, United States Coast Guard, and FDOT in constructing the RIVER OAKS PRESERVE.
13. Freshwater wetland creation: As part of the Scope of Services (**Exhibit D**); the CITY's consultant team will complete a preliminary wetland design for the Environmental Resources Permit (ERP) application package. FDOT will design a vegetative planting plan for the created wetland areas. The CITY and their consultant/contractors will be responsible for construction of the wetland areas, and FDOT will be responsible for planting.
14. FDOT agrees to monitor and maintain the planted freshwater wetland areas in accordance with any permits for a period not to exceed five (5) years after acceptance

of plantings by permitting authorities. FDOT will assign personnel to supervise the application of herbicide, if needed. FDOT, or its contractor's supervisory personnel and applicators, must possess a current Commercial Restricted Use Pesticide Applicator License with proof of aquatic herbicide application training and be in good standing with the Florida Department of Agriculture and Consumer Services. No herbicide shall be applied by unlicensed personnel. A copy of this license must be provided to the CITY prior to commencement of the wetland maintenance work.

15. FDOT agrees to use reasonable care and due diligence in protecting the public and natural resources in the CITY owned area(s) affected by this Agreement during the course of the maintenance and monitoring work performed by FDOT.
16. Upon successful completion of the monitoring plan as which will be determined by the regulatory permits, the CITY shall be responsible for the mitigation maintenance in perpetuity. Exotics and nuisance species shall be maintained at less than Five Percent (5%) of the total species within the mitigation site.
17. If the CITY fails to take any action required by this Agreement when the FDOT and its Contractor are ready to relocate the CSX BRIDGE the FDOT shall have the right to build the foundation and relocate the bridge to the RIVER OAKS PRESERVE as it sees fit and the FDOT shall be under no further obligation to the CITY under this Agreement. The FDOT shall provide the CITY a minimum of 90 days notice prior to commencement of the planned CSX BRIDGE relocation.
18. Whenever either party desire to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, addressed to the party for who it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR THE CITY:

Mr. Lee R. Feldman
City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

WITH A COPY TO :

City of Fort Lauderdale
City Attorney

100 N. Andrews Avenue
Fort Lauderdale, FL 33301

FOR FDOT:

James A. Wolfe, District Secretary
FDOT District 4
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

19. FDOT and the CITY are hereby required to each designate an individual with whom FDOT and its consultants can coordinate all activities and approvals required by this Agreement. These individuals shall be known as the "Contract Administrators". Unless otherwise notified in writing, the individuals shall be as follows:

FOR FDOT:

Ann Broadwell, District Environmental Administrator
FDOT District 4 Planning and Environmental Management
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

FOR THE CITY:

Mr. Lawrence Teich, Environmental Resource Supervisor
949 NW 38th Street
Fort Lauderdale, FL 33309

20. Liability

20.1 The CITY and FDOT shall each be individually and separately responsible for the actions of its officers, and employees in the performance of their respective obligations under this Agreement.

20.2 The CITY and FDOT shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

20.3 The CITY and FDOT agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages,

and causes of action which may be brought against either party pursuant to this Agreement.

20.4 The CITY and FDOT are political subdivisions and state agencies of the State of Florida respectively and each agrees to be fully responsible for acts and omissions of its officers, agents or employees to the extent required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state political subdivision or municipal corporation of the State of Florida to be sued by third parties in any matter, arising out of this Agreement. The Parties hereto acknowledge that the CITY and FDOT are self-insured governmental entities that are subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. FDOT's and the CITY's risk management programs are provided by Florida Law.

21. Term. This Agreement shall commence upon execution by both parties and shall remain in effect until such time as necessary to satisfy the requirements of this Agreement and the permits, but in no event shall it extend beyond the following: December 31, 2022.
22. Ownership of Documents. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the respective party providing or creating same.
23. Audit Right and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other parties with respect to this Agreement. The parties shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

23.1 The parties shall preserve and make available, at reasonable times for examination and audit by the other parties, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat., as may be amended from time to time), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by a party to be applicable to a party's records, that party shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by that party.

24. Merger. This Agreement incorporates and includes all prior negotiations, correspondence, conversions, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, alteration or modification 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.
25. Third Party Beneficiaries. Except as provided for in this section, no party to this Agreement intends to directly or substantially benefit a third party by virtue of entering into this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
26. Independent Contractor. FDOT and the CITY are independent contractors under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of the respective party. In providing such services, each party represents that it and its agents shall not act as officers, employees, or agents of the other parties. This Agreement shall not constitute or make the parties a partnership or joint venture.
27. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 36 of this Agreement shall prevail and be given effect.
28. Jurisdiction, Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida.
29. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY Board of City Commissioners and FDOT except time extensions and as otherwise herein provided.

30. Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CITY or FDOT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
31. Waiver. The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
32. Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
33. Contract Administrators. The Contract Administrators are those individuals designated in Section 19. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the scope of work and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the respective Contract Administrators for their particular entity.
34. The Contract Administrators may extend the terms of this Agreement in writing if mutually agreed upon.
35. E-VERIFY: The CITY: 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 Vendor/Contractor during the term of the contract; and 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.
36. Multiple Originals. This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an

original document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The CITY of Fort Lauderdale through its BOARD OF CITY COMMISSIONERS, by and through its Mayor or Vice Mayor, authorized to execute same by the Board action on the _____ day of _____, 2012, and FDOT, signing by and through its _____, duly authorized to execute same.

WITNESSES:



Saleha Ali
Witness Print Name



Donna Varisco
Witness Print Name

(CORPORATE SEAL)

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

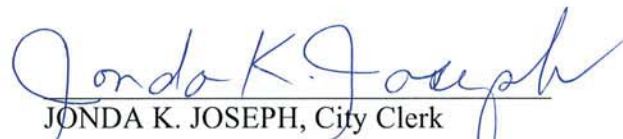
By 

JOHN P. "JACK" SEILER, Mayor

By 

LEE R. FELDMAN, City Manager

ATTEST:



JONDA K. JOSEPH, City Clerk

Approved as to form:



CARRIE L. SARVER, Assistant City Attorney

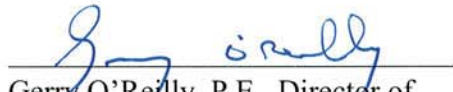
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 4

LEGAL REVIEW



Dawn Raduano, Assistant General Counsel,
District 4 Chief Counsel's Office

Date 7/10/2012



Gerry O'Reilly, P.E., Director of
Transportation Development

Date 7-10-12

EXHIBITS

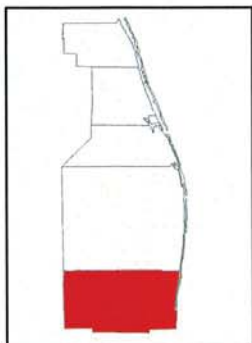
- Exhibit A: Project Location Map
- Exhibit B: Memorandum of Agreement between the USCG, FDOT and SHPO
- Exhibit C: Preliminary Site Plan
- Exhibit D: Consultant Scope of Services

EXHIBIT A



Current Location of
CSX Railroad Bridge

Future
RiverOaks Preserve



CSX Railroad Bridge

Over New River
Broward County, Florida
Project Location Map

Financial Project ID No: 406919-1

Page 16 of 38



1 inch = 361 feet

CAM #21-0169

Exhibit 2
19 of 45

EXHIBIT B

U.S. Department
of Homeland Security

United States
Coast Guard



Commander
Seventh Coast Guard District

909 SE 1st Ave - Room 432
Miami, FL 33131-3050
Staff Symbol: (dpb)
Phone: (305) 415-6989
Fax: (305) 415-6763
Email: Evelyn.Smart@uscg.mil

16591/3886
9 December 2011

PLANNING & ENVIRONMENTAL
MANAGEMENT

DEC 15 2011

DISTRICT FOUR
RECEIVED

Mr. James Wolfe
FDOT District Four Secretary
3400 W. Commercial Blvd
Fort Lauderdale, FL 33309

Dear Mr. Wolfe:

We have received from the State Historic Preservation Office the signed Memorandum of Agreement (MOA) for the CSXRR Bridge project across the South Fork of the New River at Fort Lauderdale, Broward County, Florida and we are transmitting a signed copy of the MOA for your records. The Section 106 consultation process will be completed after we file the final MOA and related documentation with the Advisory Council on Historic Preservation.

Thank you very much for the excellent service provided by you, your staff and consultants during this Section 106 process.

Sincerely,

A handwritten signature in blue ink that reads "Evelyn Smart".

(Miss) E. SMART
Environmental Protection Specialist
U. S. Coast Guard
By direction

Encl: (1) Signed MOA

Copy: Commandant (CG-5512)

Ann Broadwell, District Environmental Coordinator, FDOT District Four
Ken Hardin, CEO, Janus Research
Karl Peterson, P.E., Jacobs Engineering

**MEMORANDUM OF AGREEMENT (MOA)
AMONG
THE UNITED STATES COAST GUARD
AND THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
REGARDING IMPROVEMENTS FOR THE NEW RIVER CSX RAILROAD BASCULE
BRIDGE PROJECT IN BROWARD COUNTY, FLORIDA
PURSUANT TO 36 CFR PART 800.6(c)**

WHEREAS, the Florida Department of Transportation (FDOT), with the United States Coast Guard (USCG) as the lead federal agency, is conducting a study for the replacement of the New River CSX Railroad Bascule Bridge (referred to hereafter as the Project) located in the City of Fort Lauderdale (hereafter referred to as the City), Broward County, Florida; and

WHEREAS, the USCG has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act [Title 16 USC Section 470(f)], and has determined that the proposed project will have an adverse effect on the New River CSX Railroad Bascule Bridge (8BD3340) and a portion of the Seaboard Air Line (CSX) Railroad (8BD4649), properties eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, USCG and FDOT have consulted with the City of Fort Lauderdale and Broward County Historical Commission and considered their input regarding the proposed effects as well as potential mitigation options; and

WHEREAS, the FDOT has obtained consent from CSXT, Inc., to the transfer of the bridge to the City; and

WHEREAS, it was determined that Historic American Engineering Record documentation was not required for the Project as it was completed for the structure in 2007; and

WHEREAS, the FDOT has participated in the consultation and has been invited to concur in this Memorandum of Agreement.

NOW, THEREFORE, USCG, FDOT, and the Florida SHPO agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the Project on historic properties and minimize and mitigate effects to the historic properties.

FDOT shall ensure that the following measures are carried out:

STIPULATIONS

1. Mitigation of Adverse Effects to the New River CSX Railroad Bascule Bridge

All documentation of historic properties pursuant to this agreement shall be conducted by or under the direct supervision of a person or persons meeting the *Secretary of the Interior's*

Professional Qualifications Standards (Code of Federal Regulations 36 CFR Part 61) in the fields of *History, Architectural History, or Historical Architecture*; and that all archaeological work is carried out by or under the direct supervision of a person or persons meeting the *Secretary of the Interior's Professional Qualifications Standards* (Code of Federal Regulations 36 CFR Part 61) in the field of *Archaeology*.

The FDOT shall coordinate and provide funding for the relocation and retrofit with the understanding funding is available for reasonable and necessary costs associated with the relocation of the bridge to its new location and its installation for use as a pedestrian bridge. The bridge shall be relocated to a nearby proposed City park within the City of Fort Lauderdale, River Oaks Stormwater Preserve (hereafter referred to as the Site). The map in Appendix A shows the Site.

Upon relocation to the Site, the bridge shall be maintained and presented in a manner that shall preserve its historic character and still convey its engineering importance as a rare example of a Scherzer rolling lift type bridge.

- a. There shall be no requirement that the bridge is operational as long as the historic structure and functionality is visible, maintained, and explained at the new location.
- b. The historic superstructure, with the exception of the counterweight, shall be removed and relocated, as feasible.
- c. The presentation of the bridge at the new Site shall also include pedestrian decking that represents the former use as a railroad bridge.

If the proposed relocation to the Site proves to not be feasible, then all parties of the agreement will reinitiate the Section 106 consultation process to determine relocation or disposition of the bridge.

2. Minimization of Adverse Effects to the Seaboard Air Line (CSX) Railroad

The recommended alternative as determined at the conclusion of the Project Development and Environment (PD&E) phase, and refined during the preliminary design phase, provides for the construction of a new bascule (rolling lift) bridge approximately 35 feet to the west of the existing bridge. (A new alignment is required in order to maintain the freight rail operations in the corridor during construction.) The proposed offset track would depart from the existing track approximately 1,200 feet north of the subject bridge and would rejoin the existing track approximately 1,200 feet south of the bridge.

This project is planned to be a traditional Design-Bid-Build project and SHPO and USCG shall be provided with the 60 and 90 percent plans package in order to ensure the new bridge design and historic bridge relocation outlined in this agreement are fully considered and comply with this Memorandum.

Should there be any alterations to the Project that could result in adverse effects to historic resources not addressed in this agreement, the USCG shall notify the SHPO of these alterations

and provide the SHPO with an opportunity to review and comment on the Project, in accordance with Stipulation 10.

3. Public Recognition and Education

A marker, which will include a brief narrative description on the bridge's history and engineering aspects and/or photographs of the bridge, will be designed and placed in an appropriate location at the bridge's new Site. The FDOT will be responsible for the design, construction, content, and placement of the marker in consultation with the City, Fort Lauderdale Historic Preservation Board and Broward County Historical Commission.

An educational video shall be produced that covers the engineering significance of the bridge and captures an opening and closing of the bridge at its original location. This video shall be disseminated to the Fort Lauderdale Historical Society and Broward County Historical Commission.

4. Archeological Investigations/Discoveries

In consultation with the SHPO and Broward County Historical Commission, FDOT will ensure efforts to avoid, minimize or mitigate adverse effects to any significant archaeological resources at the current bridge location and new Site during the Project in accordance with 36 CFR 800.13(b). All records resulting from archaeological discoveries shall be in accordance with 36 CFR 79; and shall be submitted to the SHPO.

In consultation with the SHPO and Broward County Historical Commission, a cultural resources assessment survey of the new Site shall be conducted in order to identify and assess any archaeological resources that might be present in this location.

Should potentially significant archaeological resources be identified during the cultural resources assessment survey, FDOT, in consultation with the SHPO and Broward County Historical Commission, will ensure efforts to avoid, minimize, or mitigate adverse effects to these resources.

Should archaeological artifacts, ecofacts, or features be encountered during construction of the Project, FDOT will ensure that they are examined by a professional archaeologist meeting the *Secretary of the Interior's Professional Qualifications Standards* (Code of Federal Regulations 36 CFR Part 61).

Should unmarked human remains be encountered during the cultural resources assessment survey or construction of the Project, FDOT will ensure that they are treated in accordance with Chapter 872.05, Florida Statutes.

5. Monitoring and Reporting

Ninety days after issuance of the USCG Bridge Permit and annually on that date until this agreement expires or is terminated, FDOT shall provide all parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FDOT's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA pursuant to Stipulation 11, below.

6. Schedule for completion

This agreement will be null and void if its terms are not carried out within five (5) years from the date of permit or if the USCG permit becomes null and void, whichever occurs first. Prior to such time, USCG may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation 11 below.

7. Points of Contact

The USCG Point of Contact (POC) will be the Commander (dpb), Seventh Coast Guard District, ATTN: Director, Bridge Branch, 909 SE 1st Avenue, Suite 432, Miami, FL 33131, at (305) 415-6743, Fax: (305) 415-6763.

The POC for the SHPO will be Robert Bendus, State Historic Preservation Officer, 500 South Bronough Street, Tallahassee, FL 32399-0250 at (850) 245-6300, Fax: (850) 245-6436.

The POC for FDOT will be James Wolfe, FDOT District 4 Secretary, Florida Department of Transportation, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309 at (954) 777-4100, Fax: (954) 777-4197.

8. Post Review Discoveries

If potential historic properties are discovered or unanticipated effects on historic properties found, the signatory parties shall consult in accordance with 36 CFR Section 800.13. In such instances, the terms of this MOA will be reconsidered and may be amended in accordance with Stipulation 11, below.

9. Effective Date

The terms of this agreement will become effective on the date of issuance of a USCG Bridge Permit.

10. Dispute Resolution

The Advisory Council on Historic Preservation (hereafter referred to as the Council) will be consulted only when the project activity involves a National Historic Landmark or when there is dispute between review agencies.

Any party to this agreement may propose to the other parties that it be amended, whereupon the parties will consult and consider the amendment pursuant to 36 CFR 800.6(c)(7).

Should any party to this agreement object within (30) days after receipt to any plans, specifications, contracts, or other documents provided for review pursuant to this agreement, or to the manner in which this agreement is being implemented, USCG shall consult with the objecting party to resolve the objection. USCG shall forward all documentation relevant to the dispute to the SHPO, and the Council, only if it is a dispute among review agencies. Within thirty (30) days after receipt of all pertinent documentation, the SHPO and/or Council will either:

- a. Provide USCG with recommendations, which USCG will take into account in reaching a final decision regarding the dispute; or
- b. Notify USCG that the Council will comment pursuant to 36 CFR 800.6 (b)(1)(v) and proceed to comment. Any Council comment provided in response to such request will be taken into account by USCG in accordance with 38 CFR 800.7(a) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; USCG and FDOT's responsibility to carry out all of the actions under this agreement that are not the subject of the dispute will remain unchanged.

11. Amendments and Non-compliance

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR Sections 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation 12, below.

12. Termination

If this MOA is not amended following the consultation set out in Stipulation 10, it may be terminated by any signatory or invited signatory. Within 30 days following termination, USCG shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR Section 800.6(a)(1) or request the comments of the Council under 36 CFR Section 800.7(c) and proceed accordingly.

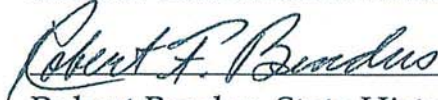
Execution of this agreement regarding improvements to the New River CSX Railroad Bascule Bridge, implementation of its terms by USCG, FDOT, and SHPO evidences that USCG has satisfied requirements of Section 106 of the National Historic Preservation Act [Title 16 USC Section 470(f)].

SIGNATORIES:

United States Coast Guard

 Date 11/25/2011
Barry Dragon, Director Bridge Program, USCG

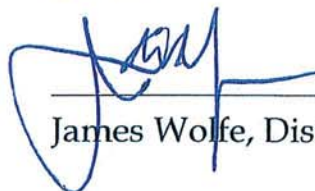
Florida State Historic Preservation Officer

 Date 11/30/11
Robert Bendus, State Historic Preservation Officer

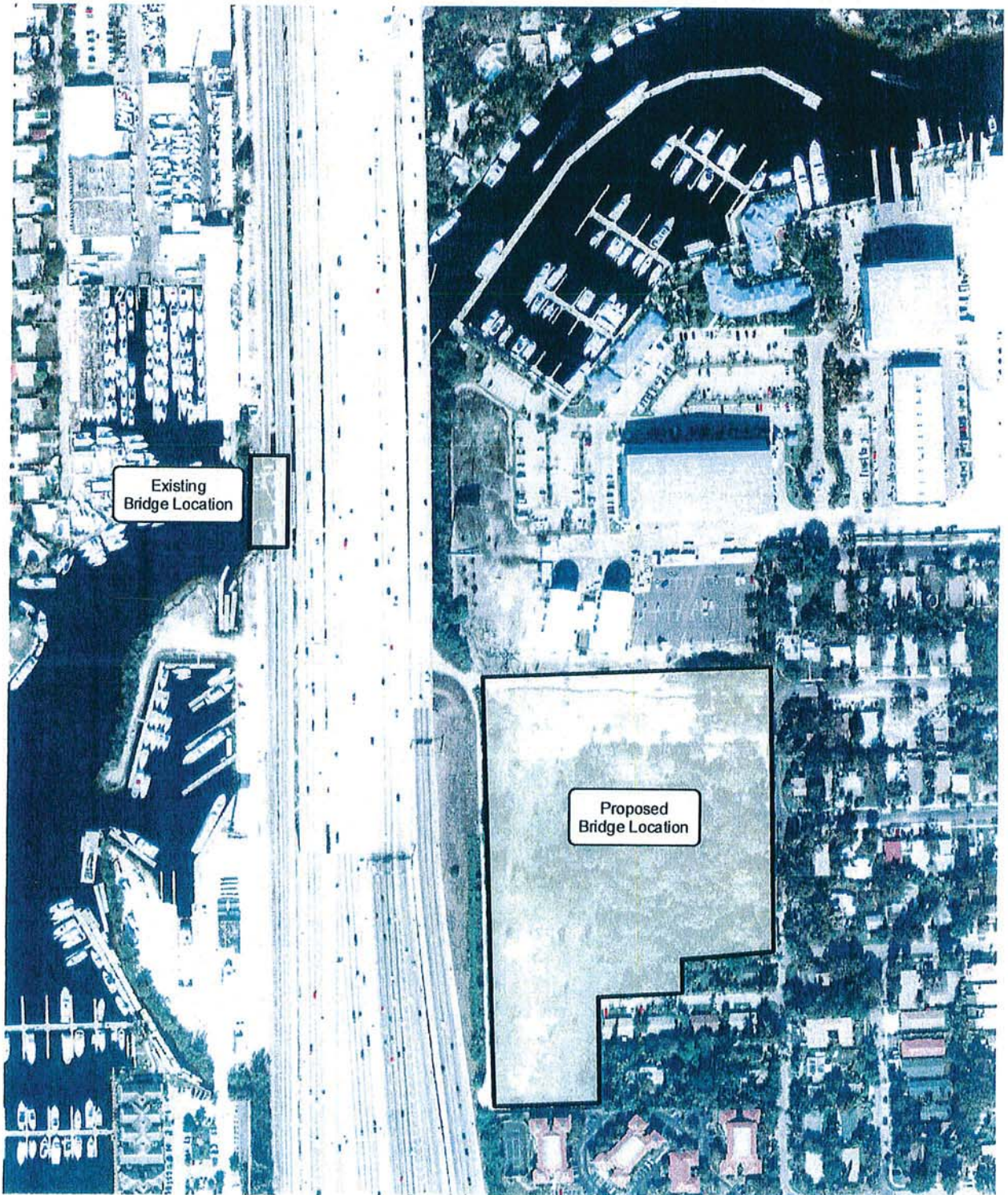
CONCURRING PARTY:

Florida Department of Transportation, District 4

 Date 11/21/2011
Dawn Raduano, Assistant General Counsel, District 4 Chief Counsel's
Office

 11/21/11 Date
James Wolfe, District 4 Secretary

APPENDIX A:
MAP OF THE CURRENT BRIDGE LOCATION AND NEW SITE AT THE PROPOSED
CITY OF FORT LAUDERDALE PARK



0 250 500 Feet

Data Source: Broward County Property Appraiser
(2009); Jacobs Engineering, Inc. (2010)

FM No: 406919-2-22-01

EXHIBIT C

EXHIBIT D

City Project No.:

City Contact:

Larry Teich

City E.P.O. No.:

Task Order No. 3
City of Fort Lauderdale
Proposal to Provide Engineering and Design Services
River Oaks Preserve

SCOPE OF CONSULTING SERVICES

Dated this 20th Day of October, 2011

Between

The City of Fort Lauderdale, Florida

And

CSA Central, Inc.
Andres Garganta, P.E.
305 461-5484

Date: September 06, 2011

Florida • Illinois • New Jersey • New York • Ohio • Pennsylvania • Texas • Washington, D.C. • Panama • Puerto Rico

6100 Blue Lagoon Drive, Suite 300, Miami, FL 33126
Tel: 305.461.5484 Fax: 305.461.5494
www.esaeng.com

CAM #21-0169
Exhibit 2
33 of 45

Task Order No. 3
City of Fort Lauderdale RFQ No. 696-10223
Proposal to Provide Engineering and Design Services
River Oaks Preserve

SCOPE OF CONSULTING SERVICES

PREAMBLE

This Task Order is being entered into pursuant to the agreement between the City of Fort Lauderdale (CITY) and CSA Central, Inc. (CONSULTANT) for Consultant Services. A Continuing Contract for Civil Engineering RFQ No. 696-10223. The referenced Agreement was approved on October 20, 2009

The purpose of this project is to develop a stormwater infrastructure on 9.1 Acre project site that will allow for development of a regional facility that will provide retrofit water quality benefits while reducing flooding in the River Oaks neighborhood.

The CONSULTANT shall provide professional engineering services for the River Oaks Preserve project.

CSA Central, Inc. will utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by CSA Central, Inc. during the Term of the Contract to perform employment duties within Florida; and**
- 2. All persons, including sub consultants/subcontractors, assigned by CSA Central, Inc. to perform work pursuant to the contract with the City.**

I. SCOPE OF SERVICES

The contract will be divided in two phases: Phase I - Master Plan and Conceptual ERP and Phase II – Design, Permitting and Construction Plans. The scope of services for each phase mainly consists of the following tasks:

PHASE I: Master Plan

Engineering Services: CSA Central, Inc.

- a) Review all existing data available from the existing plans and reports provided by the City, 32 hours
- b) Field trips to verify existing drainage patterns, drainage boundaries, offsite contribution areas, localized flooding problems, outfalls locations, etc., 8 hours

Task Order No. 3
City of Fort Lauderdale RFQ No. 696-10223
Proposal to Provide Engineering and Design Services
River Oaks Preserve

SCOPE OF CONSULTING SERVICES

- c) Determine from existing data available (survey, reports, field trips, etc) the boundaries of drainage basin contributing to the project area in order to properly evaluating of contributing flows, discharges and stages for different storm events, 12 hours
- d) Develop an existing drainage Map showing the following features: existing drainage basins and sub-basins, critical low points at each basins, drainage patterns (arrow flows), total drainage areas including pervious, impervious, wetlands and residential areas, offsite contributing drainage areas, etc., and perform drainage calculations to determine Cn at each drainage basins., 20 hours.
- e) Develop a hydraulic/hydrologic model using ICPR to evaluate the existing conditions and determine existing flooding stages and peak discharges for the 25 year – 72 hours storm event as required by SFWMD to obtain an ERP, and the 100 year – 72 hours (FEMA) 106 hours.
- f) Develop and layout on plan view a stormwater infrastructure facility that will include among other features the following components: wetlands, elevated boardwalk, historic bridge site relocation, etc., 72 hours
- g) Evaluate the proposed stormwater infrastructure facility consisting of a gravity system. Develop a hydraulic/hydrologic ICPR modeling and determine post development flooding stages and peak discharges for the 25 year – 72 hours storm event as required by SFWMD to obtain an ERP, and the 100 year – 72 hours (FEMA) 106 hours.
- h) Prepare a set of Plans corresponding to 30% completion with grading details, typical sections and profiles, 56 hours
- i) Perform Cost Analysis for each Alternative, 32 hours
- j) Prepare a stormwater report with all the findings, conclusions and recommendations to provide water quality retrofit benefits and to improve flooding conditions to the River Oaks neighborhood, 40 hours.
- k) Prepare a Conceptual ERP Permit Package and submit to required permitting agencies, 32 Hours
- l) Coordination meetings with FDOT, Broward County Environmental Protection Department Water Resources Division and SFWMD to coordinate permitting requirements and project issues, 24 hours.
- m) Progress coordination meetings with the City, 20 Hours (must be approved by the City PM)
- n) Utility Coordination, 20 Hours

*** This estimate does not contemplate any survey and geotechnical efforts, which will be provided by the City. Also, it does not take into account any permit fee.**

SUB-TOTAL Phase I= 580 hrs

Task Order No. 3
City of Fort Lauderdale RFQ No. 696-10223
Proposal to Provide Engineering and Design Services
River Oaks Preserve

SCOPE OF CONSULTING SERVICES

Environmental Services: E Sciences, Inc.

Task I- Wetland Delineation and Pre-application Coordination, 54 Hours
Task II - Tree Survey and Report, 79 Hours
Task III- Preliminary Wetland Design, 84 Hours
Task IV - Evaluation of and Recommendations for Funding Sources, 32 Hours
Task V - Team Meetings, 20 Hours (must be approved by the City PM)

SUB-TOTAL Phase I= 269 hrs

TOTAL Phase I= 849 hrs

PHASE II: Final Design, Permitting and Construction Plans

Detail Services and Costs will be provided once Phase I is completed.

II. SCHEDULE

CSA Central, Inc. will complete the work defined in four months after the Notice to Proceed is received from the CITY.

III. COMPENSATION

CSA Central, Inc. will be compensated in a not to exceed method. Detailed Staff hour Estimate are included enclosed as part of this Task Work Order No. 003.

a) Consultant not to exceed Fee is =\$109,458.00

b) Permit Allowance = \$10,000.00*

THE TOTAL NOT TO EXCEED FEE IS \$119,458.00

* Paid only for actual permit fee receipt

PLEASE SEE EXHIBIT A FOR A COST BREAKDOWN OF ESTIMATED LABOR

Task Order No. 3
City of Fort Lauderdale RFQ No. 696-10223
Proposal to Provide Engineering and Design Services
River Oaks Preserve

SCOPE OF CONSULTING SERVICES

WITNESSES:



WILFREDO RODRIGUEZ
Print Name



JUAN M. VILLAR
Print Name

(CORPORATE SEAL)

CSA Central, Inc., an Ohio
corporation authorized to do business in the State
of Florida.

By: 

Name/Title: Jesus J. Suarez, Chief Executive Officer

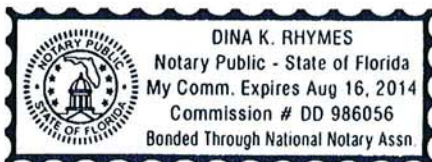
ATTEST:

By: 

Frederik L. Riefkohl
Print Name of Corporate Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 6th day of September, 2011, by
Jesus J. Suarez and Frederik L. Riefkohl as Chief Executive Officer and Secretary,
Treasurer and CFO respectively, of CSA Central, Inc., an Ohio corporation authorized to do
business in the State of Florida on behalf of the corporation, who is ☒ Personally Known or has ☐
Produced Identification: Type Produced _____



(SEAL)


Notary Public, State of Florida

Dina K. Rhymes
Name of Notary Typed, Printed or Stamped

Task Order No. 3
City of Fort Lauderdale RFQ No. 696-10223
Proposal to Provide Engineering and Design Services
River Oaks Preserve

SCOPE OF CONSULTING SERVICES

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

WITNESSES:

Sapeea Ali

Sapeea Ali

Print Name

Cynthia A. Stuart

Cynthia A. Stuart

Print Name

(SEAL)

CITY OF FORT LAUDERDALE,
a municipal corporation

By

JOHN P. "JACK" SEILER, Mayor

By

Lee R. Feldman, ICMA-CM, City Manager

ATTEST:

Jonda K. Joseph

JONDA K. JOSEPH, City Clerk

Approved as to form:

Carrie Saver

Assistant City Attorney

ESTIMATE OF WORK EFFORT AND COST

Name of Project:
County:

River Oaks Preserve
Broward

Staff Classification	Total Staff Hours	Senior Transp. Eng.	Chief Engineer/ QC	Senior Engineer	Project Engineer	Designer	Project Environmental	Senior Field Technician	Senior Eng. Technician	Eng. Technician	Secretary/ Clerical	Staff Hour By Activity	Salary Cost By Activity
		\$180.00	\$170.00	\$160.00	\$140.00	\$115.00	\$115.00	\$100.00	\$85.00	\$68.00	\$50.00		
PHASE I: MASTER PLAN													
Engineering Services (CSA Group)													
a) Review all existing data available from the existing plans and reports provided by the City.	32			10	6	16						32	\$4,280
b) Field trips to verify existing drainage patterns, drainage boundaries, offsite contribution areas, localized flooding problems, outfalls locations, etc.	8			4		4						8	\$1,100
c) Determine from existing data available (survey, reports, field trips, etc) the boundaries of drainage basin contributing to the project area in order to properly evaluating of contributing flows, discharges and stages for different storm events.	12			4		8						12	\$1,560
d) Develop an existing drainage Map*	20		2	4	8	6						20	\$2,790
e) Develop a hydraulic/hydrologic model using ICPR (existing). *	106	2	4	40	12	40				8		106	\$14,264
f) Develop and layout on plan view a stormwater infrastructure facility. *	72	2	2	24	8	20			4	12		72	\$9,116
g) Evaluate the proposed stormwater infrastructure facility. *	106	4	10	60	12	20						106	\$16,000
h) Prepare a set of Plans corresponding to 30% approximately for permitting	56		4	12		8			4	28		56	\$5,764
i) Perform Cost Analysis.	32		4	8	8	12						32	\$4,460
j) Prepare a stormwater report.*	40	2	4	16	12						6	40	\$5,580
k) Prepare a Conceptual ERP Permit Package.	32		2	8	16						6	32	\$4,160
l) Coordination meetings with FDOT, SFWMD, etc. *	24	4		20								24	\$3,920
m) Progress coordination meetings with the CITY.	20			20								20	\$3,200
n) Utility Coordination	20			8	12							20	\$2,960
o) Permit Allowance Fee												0	\$10,000
Sub-Total Staff Hours	580	14	32	238	94	134	0	0	8	48	12	580	
Sub-Total Staff Cost		\$2,520.00	\$5,440.00	\$38,080.00	\$13,160.00	\$15,410.00	\$0.00	\$0.00	\$680.00	\$3,264.00	\$600.00		\$89,154.00
Environmental Services (E Sciences Group)													
Tasks I through V	269												\$29,554
Trimble GPS for Wetland and Tree Survey**													\$750
Sub-Total Staff Hours	269	0	0	0	0	0	0	0	0	0	0	0	
Sub-Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$30,304.00
Total Staff Hours	849	14	32	238	94	134	0	0	8	48	12	580	
Total Staff Cost		\$2,520.00	\$5,440.00	\$38,080.00	\$13,160.00	\$15,410.00	\$0.00	\$0.00	\$680.00	\$3,264.00	\$600.00	\$0.00	\$119,458.00

* - Please see Scope of Services for full description on this task.

** - Rates and equipment cost based on E Sciences Contract for RFQ 616-10632, Trimble GPS (with computer) - \$150/day for 5 days

ESTIMATE OF WORK EFFORT AND COST

Name of Project:
County:

River Oaks Preserve
Broward

Staff Classification	Total Staff Hours	Senior Transp. Eng.	Chief Engineer/ QC	Senior Engineer	Project Engineer	Designer	Project Environmental Scientist	Senior Field Technician	Senior Eng. Technician	Eng. Technician	Secretary/ Clerical	Staff Hour By	Salary Cost By
		\$180.00	\$170.00	\$160.00	\$140.00	\$115.00	\$115.00	\$100.00	\$85.00	\$68.00	\$50.00	Activity	Activity
PHASE I: MASTER PLAN													
Engineering Services (CSA Group)													
a) Review all existing data available from the existing plans and reports provided by the City.	32			10	6	16						32	\$4,280
b) Field trips to verify existing drainage patterns, drainage boundaries, offsite contribution areas, localized flooding problems, outfalls locations, etc.	8			4		4						8	\$1,100
c) Determine from existing data available (survey, reports, field trips, etc) the boundaries of drainage basin contributing to the project area in order to properly evaluating of contributing flows, discharges and stages for different storm events.	12			4		8						12	\$1,560
d) Develop an existing drainage Map*	20		2	4	8	6						20	\$2,790
e) Develop a hydraulic/hydrologic model using ICPR (existing). *	106	2	4	40	12	40				8		106	\$14,264
f) Develop and layout on plan view a stormwater infrastructure facility. *	72	2	2	24	8	20			4	12		72	\$9,116
g) Evaluate the proposed stormwater infrastructure facility. *	106	4	10	60	12	20						106	\$16,000
h) Prepare a set of Plans corresponding to 30% approximately for permitting	56		4	12		8			4	28		56	\$5,784
i) Perform Cost Analysis.	32		4	8	8	12						32	\$4,960
j) Prepare a stormwater report. *	40	2	4	16	12						6	40	\$5,520
k) Prepare a Conceptual ERP Permit Package.	32		2	8	16						6	32	\$4,960
l) Coordination meetings with FDOT, SFWMD, etc. *	24	4		20								24	\$3,920
m) Progress coordination meetings with the CITY.	20			20								20	\$3,200
n) Utility Coordination	20			8	12							20	\$2,960
o) Permit Allowance Fee												0	\$10,000
Sub-Total Staff Hours	580	14	32	238	94	134	0	0	8	48	12	580	
Sub-Total Staff Cost		\$2,520.00	\$5,440.00	\$38,080.00	\$13,160.00	\$15,410.00	\$0.00	\$0.00	\$680.00	\$3,264.00	\$600.00		\$89,154.00
Environmental Services (E Sciences Group)													
Please refer to the next spreadsheet for the appropriate E Sciences categories and rates under E Sciences Contract for RFQ 616-10632													
Tasks I through V	269												\$29,554
Trimble GPS for Wetland and Tree Survey**													\$750
Sub-Total Staff Hours	269	0	0	0	0	0	0	0	0	0	0	0	
Sub-Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$30,304.00
Total Staff Hours	849	14	32	238	94	134	0	0	8	48	12	580	
Total Staff Cost		\$2,520.00	\$5,440.00	\$38,080.00	\$13,160.00	\$15,410.00	\$0.00	\$0.00	\$680.00	\$3,264.00	\$600.00	\$0.00	\$119,458.00

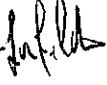
* - Please see Scope of Services for full description on this task.

** - Rates and equipment cost based on E Sciences Contract for RFQ 616-10632, Trimble GPS (with computer) - \$150/day for 5 days

MEMORANDUM NO. 11-150

DATE: June 8, 2011

TO: Mayor John P. "Jack" Seiler
Vice-Mayor Bobby B. DuBose
Commissioner Bruce G. Roberts
Commissioner Charlotte E. Rodstrom
Commissioner Romney Rogers
John Herbst, City Auditor
Jonda K. Joseph, City Clerk
Harry A. Stewart, City Attorney

FROM: Lee R. Feldman, City Manager 

VIA: Albert J. Carbon, P.E., Public Works Director 
Julie Leonard, Assistant Utilities Services Director – Operations 

BY: Todd Hiteshew, Environmental Services Manager 

SUBJECT: River Oaks Preserve/Stormwater Park

The City recently finalized a 9.1 acre purchase of property commonly referred to as the River Oaks Preserve/Stormwater Park located at 2117 SW 19th Ave. The goal is to transform this land into a natural wetland area that will provide passive recreation as well as stormwater mitigation for the surrounding neighborhood.

This is an opportunity for the City to avail itself to partnerships that may bring projects to fruition. The Florida Department of Transportation (FDOT) has presented the City with a letter of interest (see attached) seeking a partnership.

FDOT is currently replacing a historic railroad bridge just west of I-95 and less than half a mile from the Stormwater Park. Because of the historic significance of the bridge, FDOT has committed to preserving the bridge.

In their letter, FDOT outlines the following:

- Donating the Scherzer rolling leaf bascule bridge to the City.
 - This includes the support design of the structure in the park, relocation costs, and long term maintenance costs.
- FDOT will assist the City in design/planning planting and monitoring of the wetland system.
- An opportunity to have this site permitted as a Regional Offsite Mitigation Area allowing for future wetland mitigation credits.

The potential benefits of this project include the following:

- A public accessible preserve that links directly to the South Fork of the New River.

- A historic preserve site for the bascule bridge, a landmark train trestle integral to the past development of South Florida and Fort Lauderdale.
- Community Rating System credits for Federal Insurance Rate reductions.
- Reduced neighborhood flooding and improved water quality.

The timeline for this project is as follows:

- FDOT will complete the Project Development and Environment (PD&E) study in 2012.
- Construction to start in 2013.
- Relocation of the bridge in 2015.

The next step would be to enter into an agreement with FDOT finalizing the details of the partnership. It is expected an agreement would be ready within the next 60 days and then brought to the City Commission for discussion and approval.

Attachment

\\Pw7\sharedcabinets\Departmental\Administration\Correspondence\2011 Correspondence\memos\11-150



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

**ANANTH PRASAD, P.E.
SECRETARY**

April 27, 2011

Mr. Lawrence Teich
Environmental Supervisor
Public Works Department
949 N.W. 38th Street
Ft. Lauderdale, FL 33309

Dear Mr. Teich,

The Florida Department of Transportation (FDOT) District 4 is interested in entering into an agreement with the City of Ft. Lauderdale for the development of the River Oaks Preserve Park. FDOT is proposing to donate the Scherzer rolling leaf bascule bridge from the CSX Transportation (CSX) Railroad bridge replacement project to the City of Ft. Lauderdale for use in the River Oaks Preserve. In addition, FDOT will provide design plans for the foundations that the bridge will rest on in River Oaks Preserve as well as plans for the planting of the freshwater wetland system in the Preserve. In addition, FDOT will perform the planting, monitor the wetland areas according to any permit conditions, and fund the relocation of the bascule bridge to the park.

Background

The United States Coast Guard (USCG), in cooperation with FDOT District 4, is conducting an environmental impact study of the rehabilitation or replacement of the CSX Railroad Bascule Bridge over the South Fork of the New River in Fort Lauderdale. The CSX Railroad Bascule Bridge was built in 1926-1927 as part of the Miami extension of the Seaboard Airline Railway (SAL) system. The bridge is parallel to and west of State Road 9 / Interstate 95 (I-95) over the South Fork of the New River. The subject bridge, along with the railroad corridor, is owned by the FDOT and maintenance of the bridge is currently shared by agreement between CSX and FDOT. The bridge is used primarily by CSX for freight traffic, as the adjacent high-level bridge is used for passenger services provided by Tri-Rail and Amtrak. The railroad bridge is being evaluated for rehabilitation or replacement due to the fact that the bridge has been deemed structurally deficient and near the end of its serviceable life. In addition, the bridge was subject to an emergency crutch bent repair in 2005. The new crutch bents restrict the width of channel available for navigation and the USCG has made requests that the bridge and the crutch bents be removed

so that the width of the channel can be restored to its original dimension or, preferably enhanced to 70 feet.

Early in this process, the CSX railroad bridge was identified as being historic and potentially eligible for listing on the National Register of Historic Places (NRHP). Coordination with the State Historic Preservation Officer (SHPO) began in April 2008 which identified the need for the completion of a Cultural Resources Assessment Survey (CRAS). Coordination was also performed with local historians and business owners through the establishment of a Cultural Resources Committee (CRC). Several public CRC meetings have been held in order for interested parties to provide input on the bridge project. The final CRAS was transmitted to the SHPO for review and concurrence on March 15, 2010. In SHPO's response letter, dated April 12, 2010, they concurred with the determination that both the New River CSX Railroad Bascule Bridge and the CSX Railroad are eligible for listing in the NRHP. Further, SHPO stated that the bridge is important for preservation as it is an example of a bridge type unique to railroad use and demolition would constitute a substantial depletion of the resource. Therefore, in order to comply with Section 106 of the National Historic Preservation Act (NHPA) FDOT has committed to finding a way to preserve the bascule bridge.

FDOT is anticipating the completion of the PD&E Study in February of 2012 and the Notice to Proceed for construction in April of 2013. Since the historic bridge must remain in place and in use until the new bridge has been built adjacent to it, FDOT is anticipating that the historic bridge will be relocated to the park in 2015.

River Oaks Preserve

FDOT understands that the City of Ft. Lauderdale is interested in developing the parcel just east of the CSX Railroad and I-95, south of the New River into a passive park for public recreational use. The park would primarily serve as stormwater drainage retention for the surrounding residential area, which undergoes periodic flooding. The City would like to enhance the park by creating a freshwater wetland system which would attract birds and wildlife, in addition to a pedestrian boardwalk. The CSX bascule bridge would be incorporated into the boardwalk as a pedestrian bridge. The bridge would not be movable. FDOT and the City would enter into a Joint Participation Agreement (JPA) in which FDOT would provide funds to the City for the long-term maintenance of the bridge.

Summary

A partnership between FDOT and the City of Ft. Lauderdale for the development of River Oaks Preserve is mutually beneficial. By relocating the CSX bascule bridge to the park, FDOT satisfies its commitment to preservation as required by the Section 106 process. In addition, there may be an opportunity for District 4 to permit the site as a Regional Offsite Mitigation Area (ROMA) and have available freshwater wetland mitigation credits for future transportation improvement projects. The City will benefit from the support that FDOT is able to provide to bring this project to construction. Local residents will benefit from the improved stormwater management system and a new City park dedicated to wetland preservation.

River Oaks Preserve Letter of Interest (LOI)
April 27, 2011

Please feel free to contact me at (954) 777-4325 with any questions and to discuss this partnership further.
Thank you.



Ann Broadwell
District 4 Environmental Administrator

cc: Todd Hiteshew, City of Ft. Lauderdale
Frank Snedaker, City of Ft. Lauderdale
Ron Wallace, FDOT
Ray Holzweiss, FDOT
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