1 3 V 1/20/15 C

DOCUMENT ROUTING FORM

NA	NAME OF DOCUMENT: COMMUNITY AESTHETIC FEATURE AGREEMENT / FLORIDA DOT						
	proved Comm. Mtg. on: October 21, 2014 CAM #: 14-0636 ITEM #: CR-5 uting Origin: CAO Also attached: Copy of CAM Coriginal Documents						
1)	City Attorney's Office: Approved as to Form #3_ Originals and Delivered to City Manager on						
2)	City Manager: Please indicate if item is CIP Funded, sign where indicated, and forward originals to Mayor. CIP FUNDED YES NO Capital Investment / Community Improvement Projects Capital Investment / Community Improvement Projects and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.						
3)	Mayor: Please sign as indicated and forward <u>3</u> originals to Clerk for attestation and City seal.						
4)	INSTRUCTIONS TO CLERK'S OFFICE 4) City Clerk: Retains one COPY and forwardsALL 3 original documents to: ALEXANDRA SAIZ, 828-3721 ☑Original Route form toD'Wayne Spence, CAO						

PB 15/22/15

DOCUMENT ROUTING FORM

N	AME OF DOCUMENT: COMMUNITY AESTHETIC FEATURE AGREEMENT / FLORIDA DOT
Αŗ	oproved Comm. Mtg. on: <u>October 21, 2014</u> CAM #: <u>14-0636</u> ITEM #: <u>CR-5</u>
Ro	outing Origin: 🛛 CAO Also attached: 🖾 copy of CAM 🖾 Original Documents
1)	City Attorney's Office: Approved as to Form # _ 3 _ Originals and Delivered to City Manager on
	D'Wayne M. Spence
2)	City Manager: Please indicate if item is CIP Funded, sign where indicated, and forward originals to Mayor.
	CIP FUNDED YES NO Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.
3)	Mayor: Please sign as indicated and forward <u>3</u> originals to Clerk for attestation and City seal.
	INSTRUCTIONS TO CLERK'S OFFICE
4)	City Clerk: Retains one COPY and forwards <u>ALL 3</u> original documents to: ALEXANDRA SAIZ, 828-3721
⊠c	Original Route form toD'Wayne Spence, CAO

5/21



Florida Department of Transportation

RICK SCOTT GOVERNOR 3400 West Commercial Blvd. Fort Lauderdale, FL 33309

JIM BOXOLD SECRETARY

November 5, 2015

Elizabeth Van Zandt, MPA

City of Fort Lauderdale Transportation & Mobility 290 NE 3rd Avenue Fort Lauderdale, FL 33301

Dear Ms. Van Zandt;

Subject:

Permit Number: 2015-M-491-0001

State Section: 86180, 86050, 86005 & 86020, State Road: A1A & 842

Applicant: City of Fort Lauderdale

Attached is your APPROVED permit package for the subject permit. If you have questions please contact me at the address or telephone number below. PLEASE don't let this permit expire. Permits expire in one year of issue. This permit will expire on 11/05/2016. Request an extension through the Operations Center at phone number 954-776-4300. If it does expire, a new permit submittal will be required with a complete District review.

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

Sincerely,

Roger Lemieux

District Four Permits Coordinator

RL

2015 NOV 16 AM IO: 41



Exhibit 23-A Submittal/Approval Letter

To: Howard Webb, P	E Date: July 2	24, 2015		
District or Turnpike D	Design Engineer			
Financial Project ID:	135-DSD073S02-3299 & 001-P1	1953.331-6599 New	Construction (RRR (□)
Federal Aid Number:				
Project Name: <u>Utility</u>	Box Wraps			
State Road Number:	SR A1A, SR 842 & SR 5 Co./	Sec./Sub.: Broward/	86180,86050,86006,	86020
Begin Project MP:	A1A/2.159, SR842/6.336 & SR 5	/O End Project MP: A1	A/3.349, SR842/7.16	6 & SR 5/0.258
Full Federal Oversight:	: Yes (□) No (□)			2107
Request for: Design Ex	xception (□), Design Variation (□)		NO NO
	Community Aesthetic Feature: C	onceptual (□), Final (図)		_
	(For Design Exception	or Variations Requiring Cen	tral Office Approval)	0
	Re-submittal: Yes ([])			
Requested for the follo	owing element(s):			Ċ.
() Design Speed	() Lane Widths	() Shoulder Widths	() Bridge Widths	47
() Structural Capacit	y () Vertical Clearance	() Grades	(□) Cross Slope	
() Superelevation	(_) Horizontal Alignment	() Vertical Alignment	() Stopping Sight I	Distance
(Horizontal Clearar	nce ((_)) Other	***		
to FDOT categor places. Wrappin	esthetic Festure Agreement is requested f ry guidelines. The City has a compelling ng existing utility boxes in Downtown Fort asing method for furthering this interest.	Interest in increasing pedestrian : Lauderdale and along the Beach	safety, navigability and is	mproving aesthetics in public
Recommended by:				
Alia Awwad	Date <u>07/24/15</u>			
Responsible Professional En	gineer or Landscape Architect (Landscape-	Only Projects)		
Approval Howard A	Webb			
2015.08.04	4 15:07:26 -04'00'		Date	
District or Turnpike Design E	Engineer	District Structures Design Engin		
Much	Isher Date 8/4/15		Date	
State Roadway Design Engin		State Structures Design Enginee	er	
	Date		Date _	
Chief Engineer		FHWA Division A ministrator		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNITY AESTHETIC FEATURE AGREEMENT



Sec	tion No. <u>86</u>	3180, 86050, 86006, 86020	CAFA No. <u>2015-M-491-0001</u>	
hetv		ommunity Aesthetic Feature Agreement ("Agre tate of Florida, Department of Transportation (2015
("Aç		OOT and the Agency are sometimes referred to		ively as the
		RECI	TALS	
A.	Art – Add community Various lo	cy has requested permission from FDOT to in On/affixed, ☐Local Identification Marker – Stay aesthetic feature on that certain right-of-way ocations (attached) along SR-A1A, SR-842/Bro	andalone, □Local Identification Marker – A owned by FDOT which is located at	
В.	FDOT agr	lorida ("Project"). rees that transportation facilities enhanced by conomic development, and increase tourism b		ne public, result in
C.	The Partie	es agree to the installation and maintenance ont.	f the Project, subject to the terms and condi	itions in this
		AGRE	EMENT	
earli 6 m This	ier date as ponths Agreemen	TERM. The term of this Agreement shall of tinue through 2021 , which is determine provided in this Agreement. If the Agency doe (180) days of the Effective Date of this Agreent may only be renewed for a term no longer thoth Parties to this Agreement.	es not complete the installation of the Project ement, FDOT may immediately terminate the	ninated at an ot within nis Agreement.
		PROJECT DESCRIPTION. The Project is , ☐Local Identification Marker – Standalone, e plans in Exhibit "A", attached and incorporate	Local Identification Marker – Add On/affix	
n th mpr pern	iis Agreeme rovements f nissive use	FUNDING OF THE PROJECT. The Agend or the design, installation, and maintenance of ent as Exhibit "D". FDOT shall not be respons funded, constructed, and installed by the Agend of FDOT's right-of-way where the Project is lower FDOT's right-of-way.	the Project, and such resolution is attached ible for any costs associated with the Project acy shall remain the Agency's property. How	d and incorporated ct. All wever, this
	4.	DESIGN AND CONSTRUCTION STANDAR	DS AND REQUIRED APPROVALS.	

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 3400 W. Commercial Blvd. Fort Lauderdale, Fl. 33309 _____. FDOT will review the plans for conformance

to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all

14-0636

other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, <u>David Moore</u>, at (954) 317-8044 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.
- g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with

the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficieny(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- I. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:

The Agency shall be responsible for the maintenance of the graphic material wrapped on the Traffic Controller Equipment as described in Exhibit "A". All maintenance of the equipment will remain the responsibility of the maintaining agency and the respective owners and covered by a separate agreement between such owners and FDOT.

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 0______.
- n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. <u>INDEMNITY AND INSURANCE.</u>

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/

consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.
- 6. <u>NOTICES.</u> All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION DISTRICT FOUR PROGRAM MANAGER

Mr. Vikrant Srivastava

5548 N.W. 9th Avenue, Fort Lauderdale, Florida 33309

Phone: (954) 776-4300

Fax: (954) 958-7660

City of Fort Lauderdale COUNTY [OR CITY], FLORIDA Diana Alarcon, Transportation and Mobility Director 290 N. E. 3rd Avenue

Fort Lauderdale, Florida 33301

Phone: (954) 828-3796

Fax: (754) 828-3734

7. <u>TERMINATION OF AGREEMENT.</u> FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and

enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.
- 9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
- 10. <u>UNAUTHORIZED ALIENS.</u> FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 11. <u>NON-DISCRIMINATION.</u> The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 12. <u>DISCRIMINATORY VENDOR LIST.</u> The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
 - ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.
 - 14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.
 - 15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy

accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

- **16.** MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.
- 18. <u>BINDING AGREEMENT.</u> This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.
- 19. <u>INTERPRETATION.</u> No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
- 20. <u>ENTIRE AGREEMENT.</u> This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.
 - 21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. <u>86180, 86050, 86006, 86020</u> CAFA	No. <u>2015-M-491-000</u>
AGENCY	
By:	
Print Name: John P. "Jack" Seiler	
Title: Mayor By:	
Print Name: Lee Feldman	
Title: City Manager	
As approved by the Council, Board, or	
Commission on: October 21, 2014 Attest: Ondo K, Joseph Title: City-Clerk	
Legal Review: City Attorney FDOT	
State of Florida, Department of Transportation	
By: Sacyhyr Olteller	
Print Name: Stacy L. Miller	
Title: DIRECTOR OF TRANSPORTATION DEVELOPMENT	
Date: 11 105/15	
Legal Review: Amngo, Manda	
The state of the s	

APPLICAN

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

EXHIBIT A

Section No. 86180, 86050, 86006, 86020 CAFA No. 2015-M-491-0001

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The City of Fort Lauderdale will design, affix and maintain community aesthetic features (in the form of vinyl art wraps) to existing controller cabinets within the FDOT right-of-way at 24 locations along State Road A1A (Sections 86180 and 86050), 6 locations along Broward Blvd. (SR-842) Section 86006, and 2 locations along Federal Highway (SR-5) Section 86020. The City of Fort Lauderdale will be responsible for the funding of all costs for the design, installation and maintenance of the community aesthetic features (wraps).

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached renderings prepared by <u>The City of Fort</u> Lauderdale, P.E./R.L.A./Architect and dated <u>N/A</u>. Any revisions to these plans must be approved by FDOT in writing.

III. PROJECT LOCATIONS

SR A1A:

A1A & HOLIDAY DR (W)

A1A (W) - SOUTHEND FTLAUD BEACH PARKING LOT

A1A & HARBOR DR (W) -- BAHIA CABANA

A1A (W) - FIRE STATION

A1A (W) - FOOT BRIDGE-FTLAUD BEACH PARKING LOT

A1A (W) - ILLINI CONDO

A1A & SE 5TH AVE - D.C. ALEXANDER PARK

A1A (E) ST BARTS COFFEE COMPANY

A1A (W) & LAS OLAS BLVD -- OCEANSIDE PARKING LOT

A1A (W) & LAS OLAS BLVD -- OCEANSIDE PARKING LOT

A1A (W) - BEACHPLACE

A1A (W) & SEABREEZE

A1A (W) & SEABREEZE

A1A (W) & GRANADA ST - THE WESTIN HOTEL

A1A (W) & BAYSHORE DR -- W- FORT LAUDERDALE

A1A (W) & RIOMAR ST -- W FORT LAUDERDALE

A1A (W) & RIOMAR ST -- W FORT LAUDERDALE

A1A (W) & TERRAMAR ST - TRUMP FORT LAUDERDALE

A1A (W) & TERRAMAR ST - THE ATLANTIS RESORT & SPA

A1A (W) & VISTAMAR ST -- VACANT BUILDING

A1A (W) & VISTAMAR ST -- EMPTY LOT

A1A (W) & NE 9TH ST - SUNWEAR RETAIL

A1A (W) & SUNRISE BLVD -- B- OCEAN HOTEL

A1A (W) & SUNRISE BLVD -- B- OCEAN HOTEL

Broward Blvd. /US-1

NW CORNER OF NW 7TH AVE & W BROWARD BLVD

NE CORNER OF NW 5TH AVE & W BROWARD BLVD

NW CORNER OF NW 2ND AVE & W BROWARD BLVD

SE CORNER OF MOFFAT AVE & W BROWARD BLVD (RIGHT NEXT TO RAILROAD TRACKS)

NE CORNER OF NW 1ST AVE & W BROWARD BLVD (IN FRONT OF MCDONALDS)

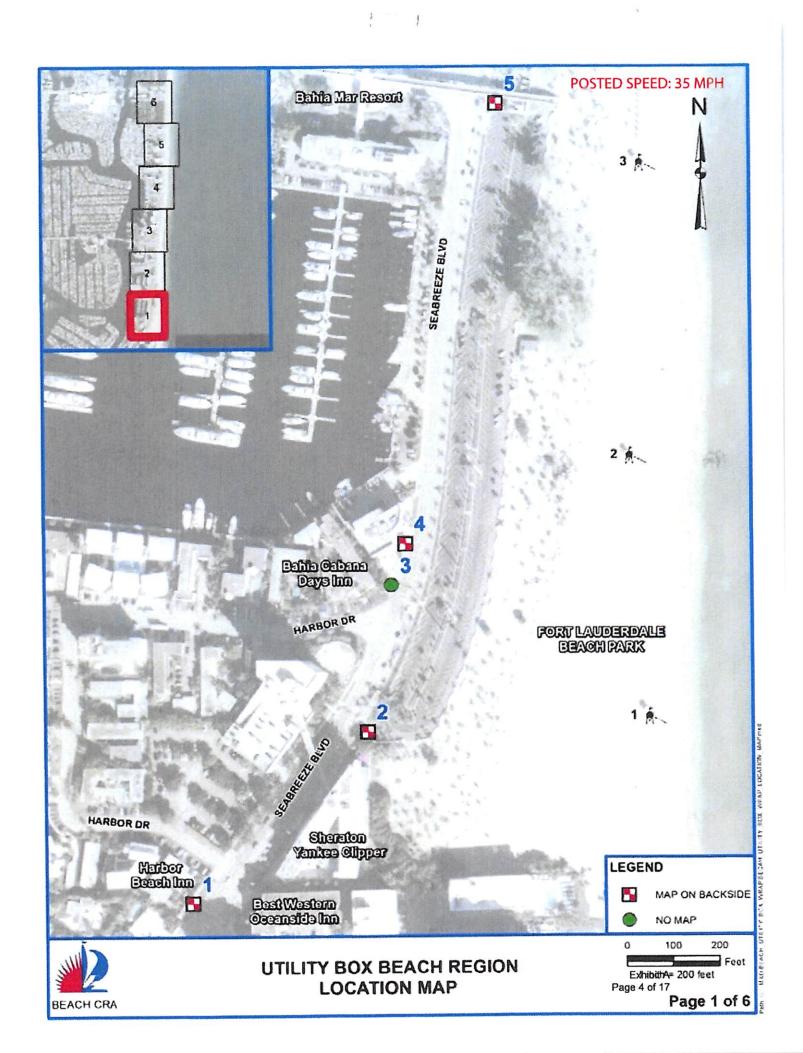
NW CORNER OF ANDREWS AVE & E BROWARD BLVD

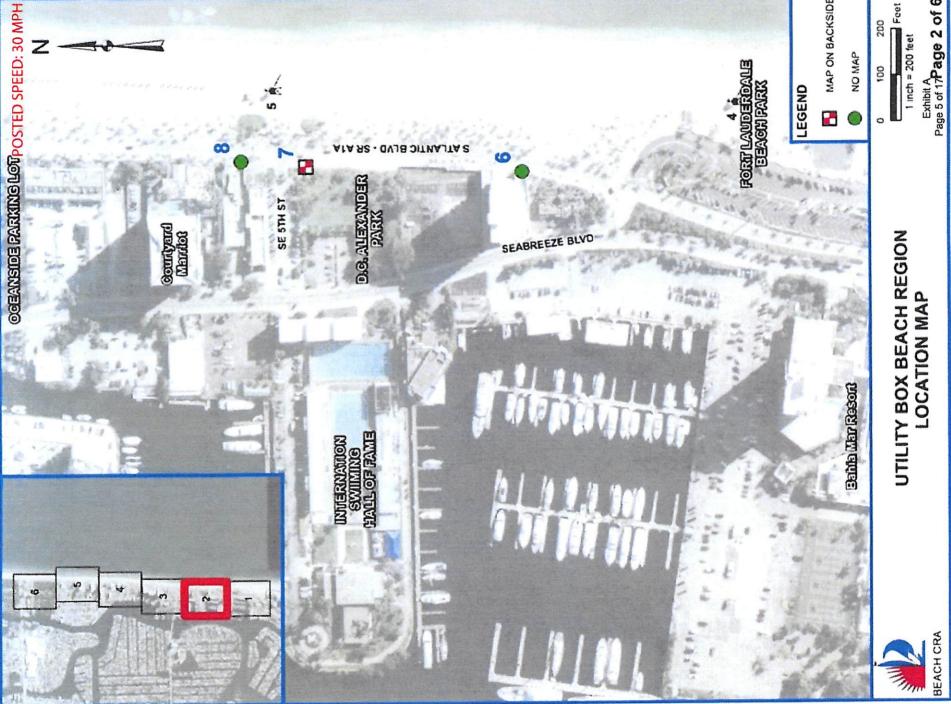
NW CORNER OF US 1 & NE 4TH ST.

2 ON THE NW CORNER OF US 1 & BROWARD BLVD

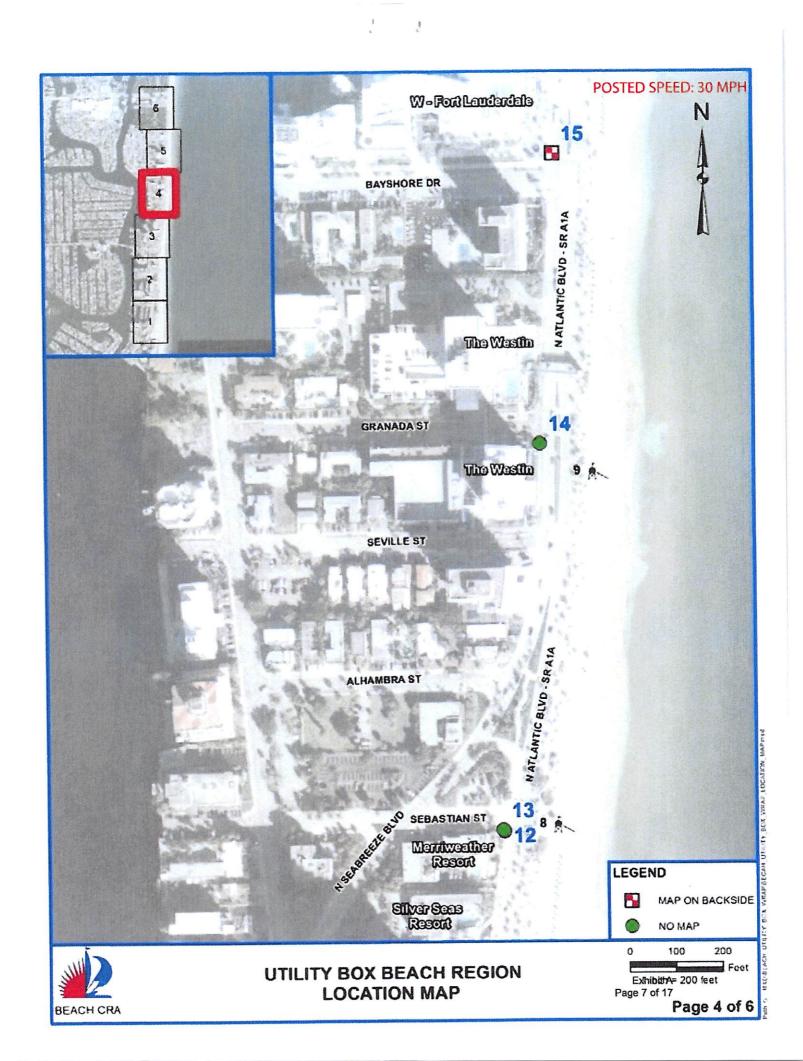
Proposed Beach Traffic Control Box Wrap Locations and Designs

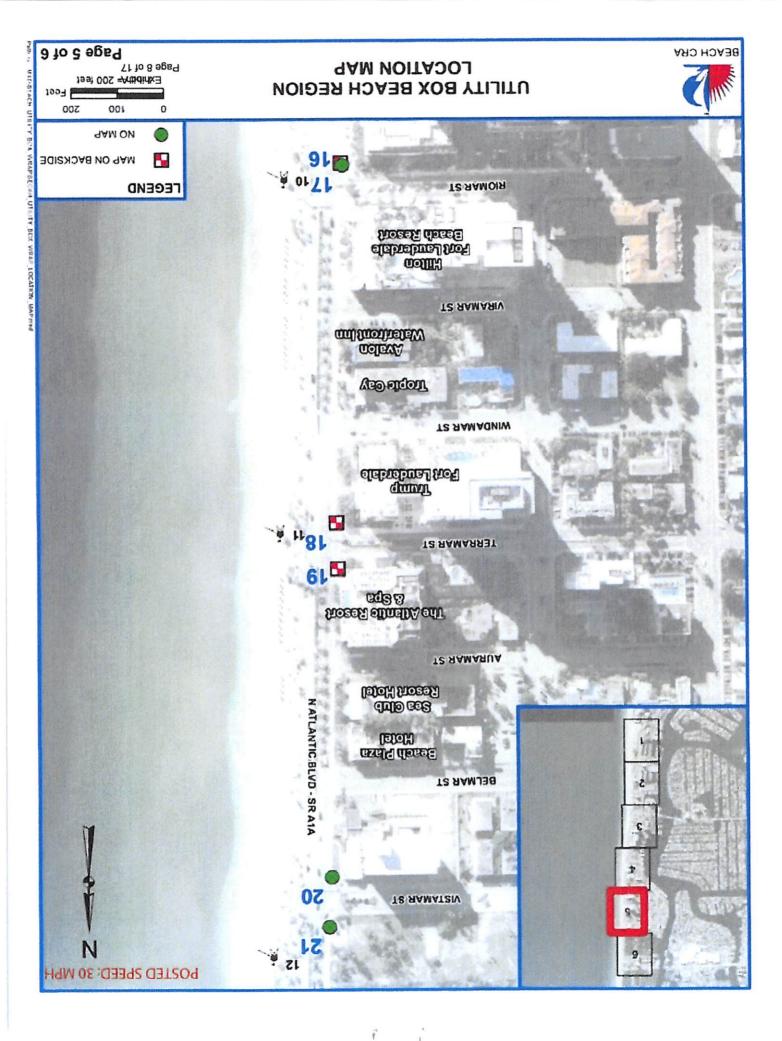
#	LOCATION	L (in)	W (in)	H (in)	MAP?	Concept
1	A1A & HOLIDAY DR (W)	39	29	68	YES	Α
2	A1A (W) SOUTHEND FTLAUD BEACH PARKING LOT	30	19	50	YES	Α
3	A1A & HARBOR DR (W) BAHIA CABANA	40	21	55	NO	В
4	A1A (W) FIRESTATION 49	44	29	62	YES	A
5	A1A (W) FOOT BRIDGE-FTLAUD BEACH PARKING LOT	39	29	56	YES	Α
6	A1A (W) ILLINI CONDO	30	19	50	NO	В
7	A1A & SE 5TH AVE - D.C. ALEXANDER PARK	30	19	50	YES	Α
8	A1A (E) ST BARTS COFFEE COMPANY	39	29	68	NO	В
9	A1A (W) & LAS OLAS BLVD OCEANSIDE PARKING LOT	39	29	68	YES	Α
10	A1A (W) & LAS OLAS BLVD OCEANSIDE PARKING LOT	30	19	50	YES	Α
11	A1A (W) BEACHPLACE	30	19	50	NO	В
12	A1A (W) & SEABREEZE	30	19	50	NO	В
13	A1A (W) & SEABREEZE	39	29	56	NO	В
14	A1A (W) & GRANADA ST - THER WESTIN HOTEL	30	19	50	NO	В
15	A1A (W) & BAYSHORE DR W- FORT LAUDERDALE	39	29	68	YES	Α
16	A1A (W) & RIOMAR ST W FORT LAUDERDALE	44	27	77	YES	Α
17	A1A (W) & RIOMAR ST W FORT LAUDERDALE	30	19	50	NO	В
18	A1A (W) & TERRAMAR ST - TRUMP FORT LAUDERDALE	31	19	50	YES	Α
19	A1A (W) & TERRAMAR ST - THE ATLANTIS RESORT & SPA	31	19	60	YES	Α
20	A1A (W) & VISTAMAR ST VACANT BUILDING	30	19	50	NO	В
21	A1A (W) & VISTAMAR ST EMPTY LOT	39	29	68	NO	В
22	A1A (W) & NE 9TH ST - SUNWEAR RETAIL	30	19	50	NO	В
23	A1A (W) & SUNRISE BLVD B- OCEAN HOTEL	39	29	56	YES	Α
24	A1A (W) & SUNRISE BLVD — B- OCEAN HOTEL	30	19	50	NO	В

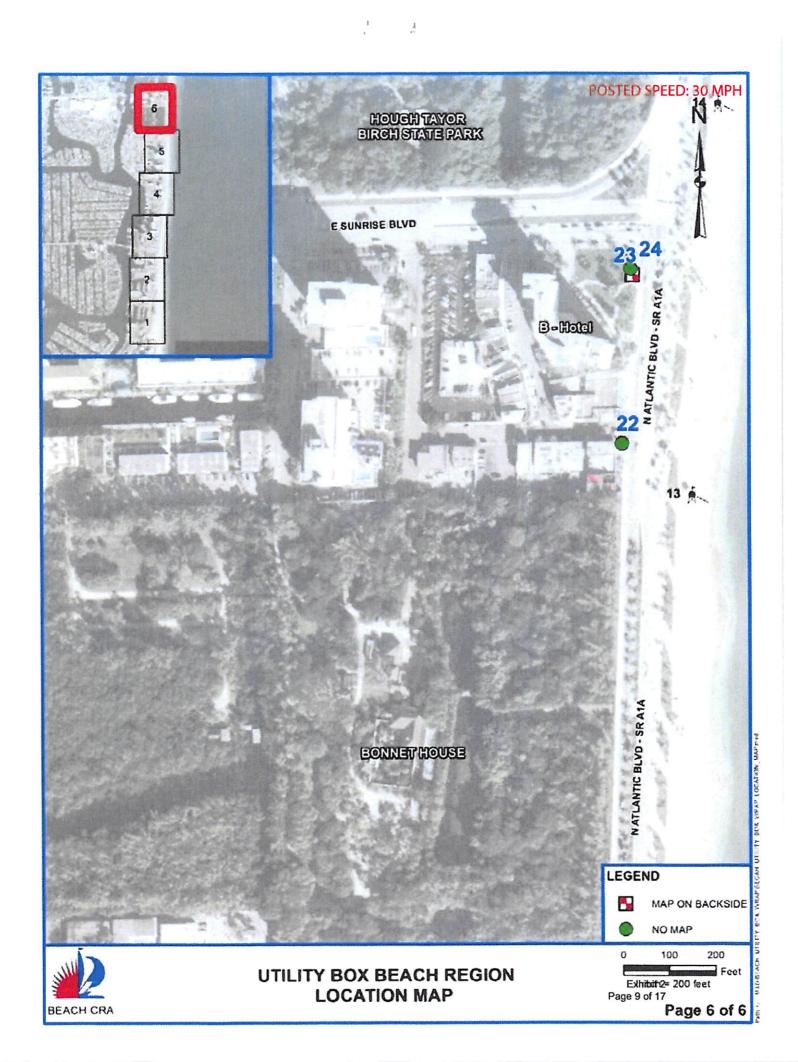


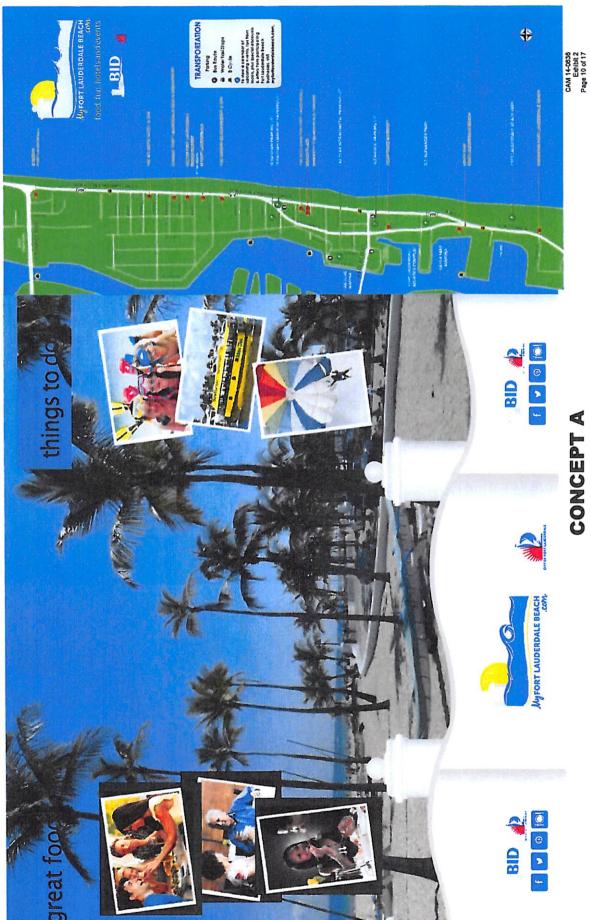












CONCEPT A

[Type text]

CONCEPT A

CAM 14-0636 Exhibit 2 Page 11 of 17



CONCEPT A



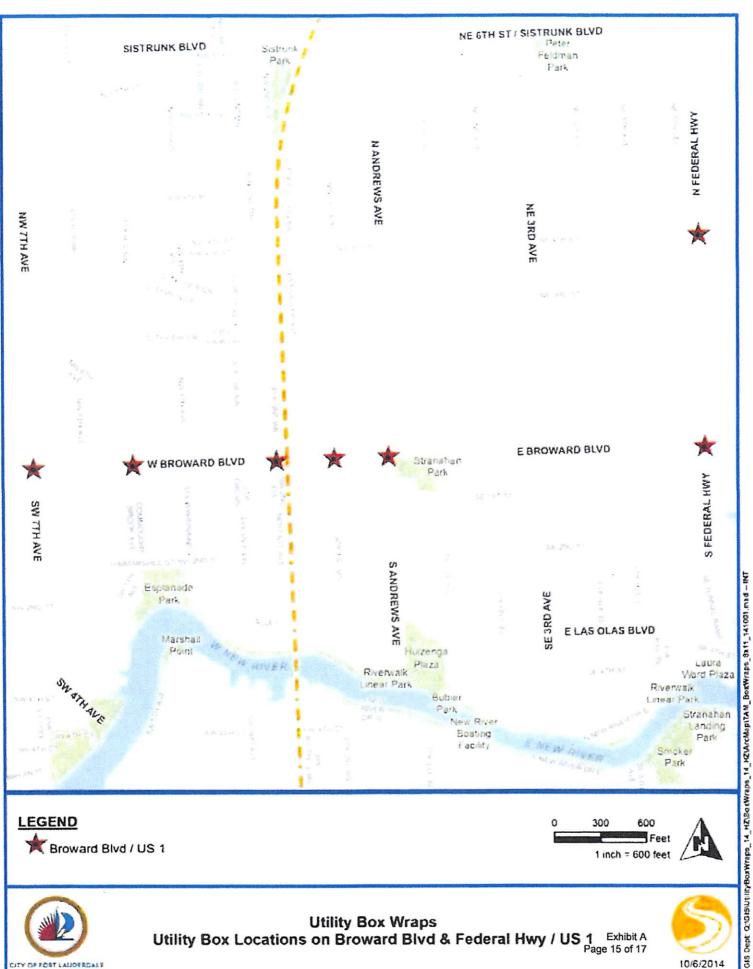
CONCEPT B

CONCEPT B

CONCEPT B

Proposed Downtown
(Broward Blvd. and US-1)
Traffic Control Box Wrap
Locations and Designs

#	LOCATION	L (in)	W (in)	H (in)	MAP?
1	NW CORNER OF NW 7TH AVE & W BROWARD BLVD	40	27	69	YES
2	NE CORNER OF NW 5TH AVE & W BROWARD BLVD	38	28	66	YES
3	NW CORNER OF NW 2ND AVE & W BROWARD BLVD	30	16	47	YES
4	SE CORNER OF MOFFAT AVE & W BROWARD BLVD	42	24	59	NO
5	NE CORNER OF NW 1ST AVE & W BROWARD BLVD	40	26	68	YES
67	2 ON NW CORNER OF ANDREWS AVE & E BROWARD BLVD	44	29	62	YES
6,7		30	16	48	NO
8	NW CORNER OF US 1 & NE 4TH ST.	45	26	62	YES
0.10	2 ON THE NW CORNER OF US 1 & BROWARD BLVD	38	27	58	YES
9,10		30	19	48	NO







DOWNTOWN FORT LAUDERDALE



Background color subject to change to coordinate with image.

The map will not be on boxes 4, 7, or 10. The "front" image will be the "back" in place of the map.

- Arts, Gulture, & Museum's

 Minseum of Discovery & Science, AutoNation MAX 20 Theater

 D Broward Center for the Performing Arts

 News Southeastern
 University's Museum of Art Fort Laderdate (MOATL)

 FATVillage Arts Community

 Cinema Paradiso

- Las Olas Riverron
 Las Olas Shops
 Publix Supermarket
 The Fresh Market
 Shoppes on Arts Avenue

Historic District
 Stranggan House

Coding's Landing Marce Famility Coplando Park Distribution Park Hurenga Pizza Smoker Park Pictorics C. Hardy Park Poter Feldman Park Sistrunk Park

- B Broward County
 Courthoose

 Front Lauderdale City Hail
 Broward County Transit
 Gentral Bus Terminal
 Broward County
 Main Library

 U.S. Federal Building
 and Counthouse

- and Courthouse

 Flonda Atlantic University

 Broward College

 Broward County
 Government Center

 Flova Southeastern
 University

 Central Business District

TRANSPORTATION OPTIONS >>>>>











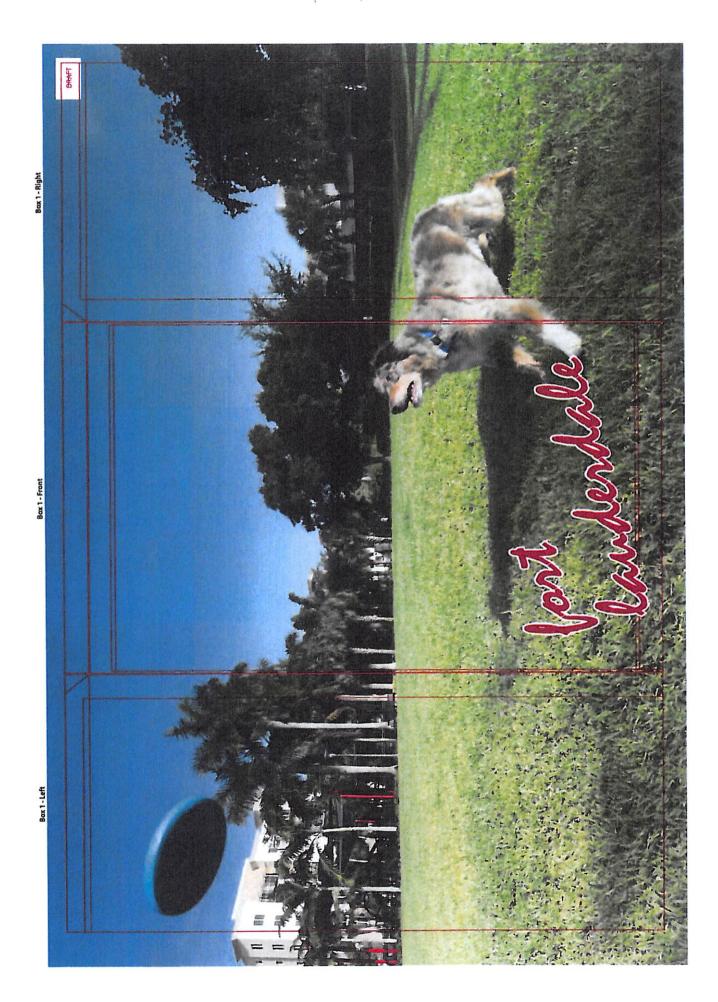
- Water Trolley Stops
 www.Riverval irvasterbolley.com
 (I) Esplanade Perk
 (II) Rivertront Plaza
 (III) Herberg Plaza
 (III) Riverwa k Loura Ward Plaza
 (III) Smoker Park
 (III) Owntrowner Salton
 (III) New Piver Yacht Club
 (III) Tarpon River

























Section No. <u>86180, 86050, 86006, 86020</u>

CAFA No.

2015-M-491-0001

EXHIBIT "B"

1 1 1

SPECIAL PROVISIONS

EXHIBIT 'B'

COMMUNITY AESTHETIC FEATURES AGREEMENT 2015-M-491-0001 SPECIAL CONDITIONS FOR PERMIT APPROVAL

DECORATIVE ART-WRAP INSTALLATIONS ON BROWARD COUNTY OWNED TRAFFIC SIGNAL CONTROLLER CABINETS

- 1. <u>SPECIAL CONDITIONS OF PERMIT.</u> The special conditions herein are supplemental requirement to the applicable minimum standard conditions contained within the Broward County Public Works Department, Highway Construction & Engineering Division APPLICATION FOR PERMIT FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY. The special conditions described are intended to meet the special circumstances associated with the installation and maintenance of decorative art-wrap coverings on specified traffic signal controller cabinets.
- 2. <u>APPLICATION OF ART-WRAPS</u>. The art-wraps coverings shall be attached to the County's traffic signal controller cabinets only. The installation of the art-wrap coverings are limited to the external flat surfaces of the signal controller cabinet only, and shall not be attached to any other signal equipment, such as conduits, signal poles or pedestrian assemblies. The controller cabinet locations that the PERMITTEE will be attaching the art-wraps shall be clearly denoted both in tabular format and on a local area map to be submitted as Exhibit "A" attached to the Permit application.
- 3. ARTWRAP DESIGN CONTENT. PERMITEEE shall provide attached as part of the Permit an Exhibit "B" consisting of colored scale renderings of the proposed art-wrap design(s), indicating which designs shall be applied to which sides of the signal controller cabinet, and which designs shall be installed at which locations identified in Exhibit "A". Designs are intended to be artistic in nature, representing a natural, cultural, artistic or historic theme or event associated with the municipality or community. Acceptability of any designs shall be in accordance with applicable COUNTY policies as outlined in the <u>Broward County Advantage Marketing Program</u>.

Designs that promote or encourage the use of the following shall be prohibited:

Advertising: The feature must not contain any advertising per MUTCD and 23 C.F.R., 1.23 which prohibits advertising on, or commercial use of the right of way. Commercial advertising on state right-of-way is also prohibited by Chapter 479, Florida Statutes, including Charitable, fraternal, religious, or political signs, symbols, logo's, banners or any other such device.

<u>Tobacco</u>: Designs associated with or which may be associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.

<u>Alcohol</u>: Designs associated with or which may be associated with alcoholic beverages including, but not limited to, beer, wine, and distilled spirits. When a special event permit has been obtained that permits the sale of beer, wine or liquor, signage to identify the vendor(s) location(s) and product(s) is permitted.

Human Reproduction/Sexuality Products and Services: Designs associated with or

which may be associated with products or services related to human reproduction, sexuality, or sexual stimulation, including but not limited to contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.

<u>Demeaning or disparaging words</u>: Designs containing words that demean or disparage an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.

<u>Profanity:</u> Designs containing profane language.

Firearms: Designs containing an image or depiction of a firearm.

<u>Violence</u>: Designs containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated with an act(s) of violence or harm to a person or animal.

<u>Unlawful goods or services:</u> Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal goods or services.

<u>Unlawful conduct</u>: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities.

Obscenity or Nudity: Designs which contain obscene material or imply or appear to imply, or promote or appear to promote nudity. For purposes of these guidelines, the terms "obscene" and "nudity" shall have the meanings contained in Florida Statutes, as may be amended from time to time.

<u>Endorsement:</u> Designs which imply or declare an endorsement by a County agency or the Board without the prior written authorization of the Board.

"Adult"-oriented goods or services: Designs which promote or encourage, or appear to promote or encourage, adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

<u>Potential Danger</u>: Designs which contain the word "stop," "drive," "danger" or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic. The ultimate acceptability of any proposed design resides solely with the COUNTY.

- 4. <u>TERM OF PERMIT.</u> The PERMITTEE shall be permitted to apply art-wrap coverings to the County's traffic signal controller for a period of five (5) years beyond the initial permit approval of the art-wrap coverings, or until such time as the COUNTY revokes the permit, whichever occurs first. This does not preclude the PERMITTEE for re-applying for a new Permit to extend the term of the art-wrap covering.
- 5. <u>USE OF CONTROLLER CABINETS.</u> PERMITTEE shall have access and non-exclusive use of the County's signal controller cabinets only for PERMITTEE's art-wrap Program. The controller cabinets shall not be used for any other purpose.

- 6. <u>NOTIFICATION REQUIREMENTS PRIOR TO ART-WRAP INSTALLATION</u>. PERMITEEE shall provide three (3) <u>business-day</u> notice to the Traffic Engineering Division prior to the installation of any art-wrap at a location set forth in **Exhibit "A."**
- 7. CONTROLLER CABINET IDENTIFICATION LABELS. COUNTY shall fabricate and install a new controller cabinet identification sticker to be placed on an agreed upon location on each of the controller cabinets after application of the art-wrap covering. New identification labels with be fabricated with retro-reflective white background with black text unless otherwise specified.
- 8. CONTROLLER CABINET REMOVAL OR MODIFICATION BY COUNTY. COUNTY shall provide five (5) days notification to the PERMITEE prior to any scheduled modification or removal of the controller cabinet or related equipment that would require the removal of any art-wrap coverings. The PERMITEEE will have the option to reinstall the art-wrap covering at its own expense after re-installation of the controller cabinet by COUNTY.
- 9. DAMAGE TO CONTROLLER CABINET BY THIRD PARTIES. COUNTY will notify PERMITEE as soon as practical following an event (such as a traffic crash) that results in damage to the controller cabinet that also damages the art-wrap covering, or otherwise requires replacement of the controller cabinet. The PERMITEEE will have the option to reinstall the art-wrap covering at its own expense after repair or replacement of the controller cabinet by COUNTY. Replacement of the controller cabinet required due to a vehicle crash or other similar event that was not caused by the actions of the PERMITTEE shall be replaced by the COUNTY at the COUNTY's expense.
- 9. <u>DAMAGE TO ART-WRAP BY THIRD PARTIES</u>. The PERMITTEE shall repair or replace the art-wrap at its own expense due to accidental or intentional damage by third parties, such as by vandalism or graffiti. In the event the art-wrap incurs multiple or repeated damage or defacing by graffiti, the PERMITTEE shall have the option to remove the art-wrap from the controller cabinet permanently at its own cost.
- 10. <u>TERMINATION</u>. This Permit may be terminated immediately by COUNTY if any terms of the permit are not adhered to by the PERMITEE during the term of the permit. The Permit may otherwise be terminated by COUNTY without cause, or for convenience, upon thirty (30) days written notice to the PERMITTEE by COUNTY.

Final Approval Pending on, FDOT Traffic Engineering Division

Section No.

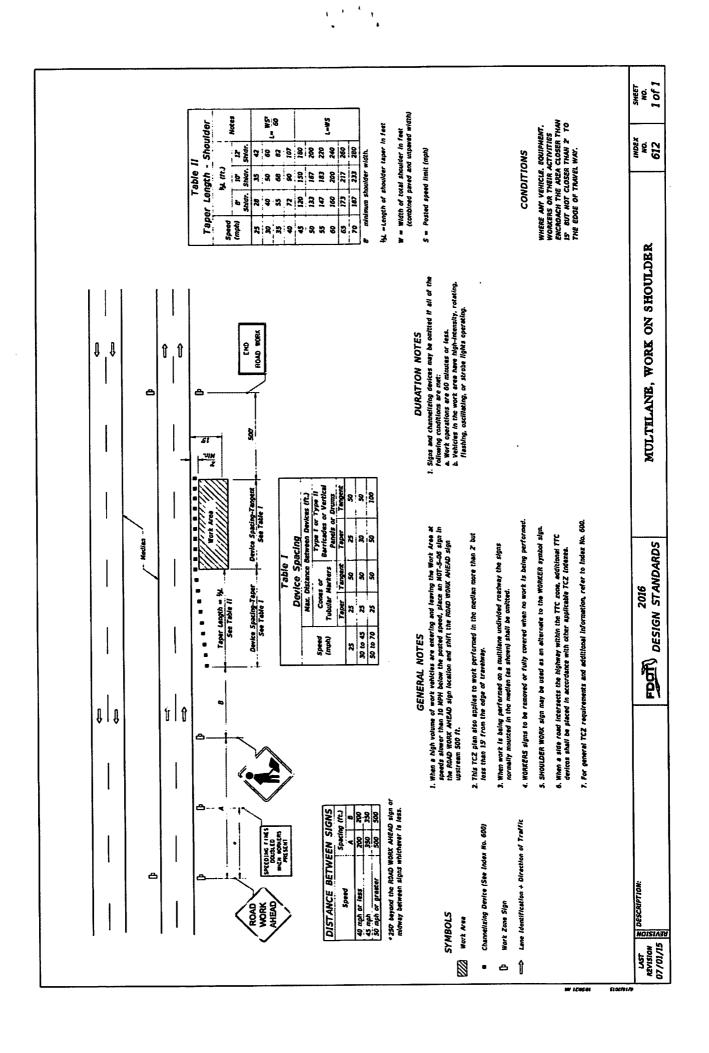
86180, 86050, 86006, 86020

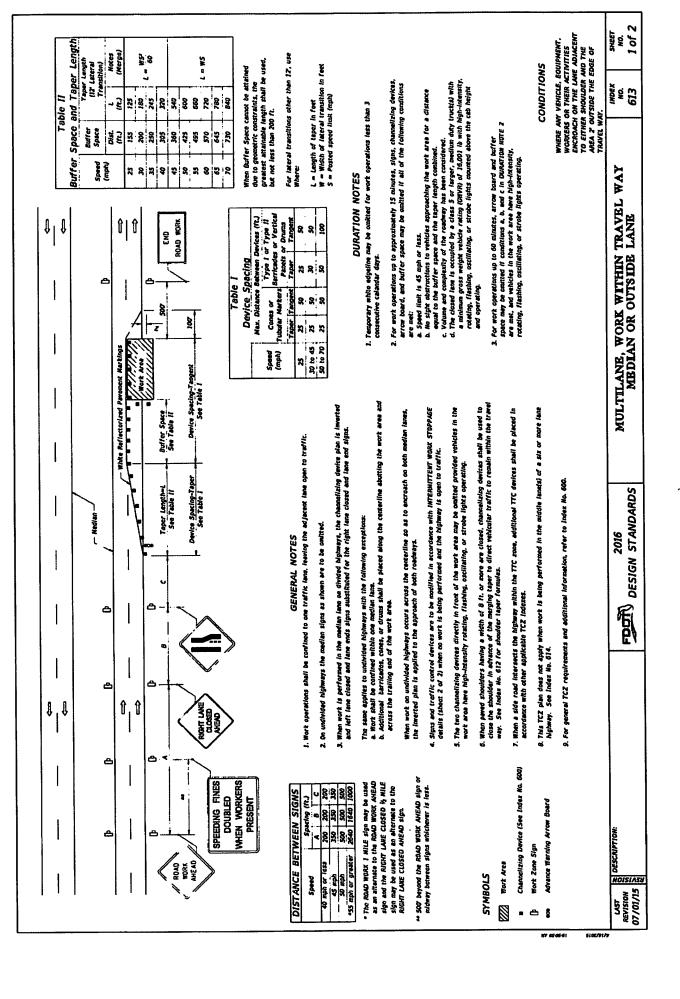
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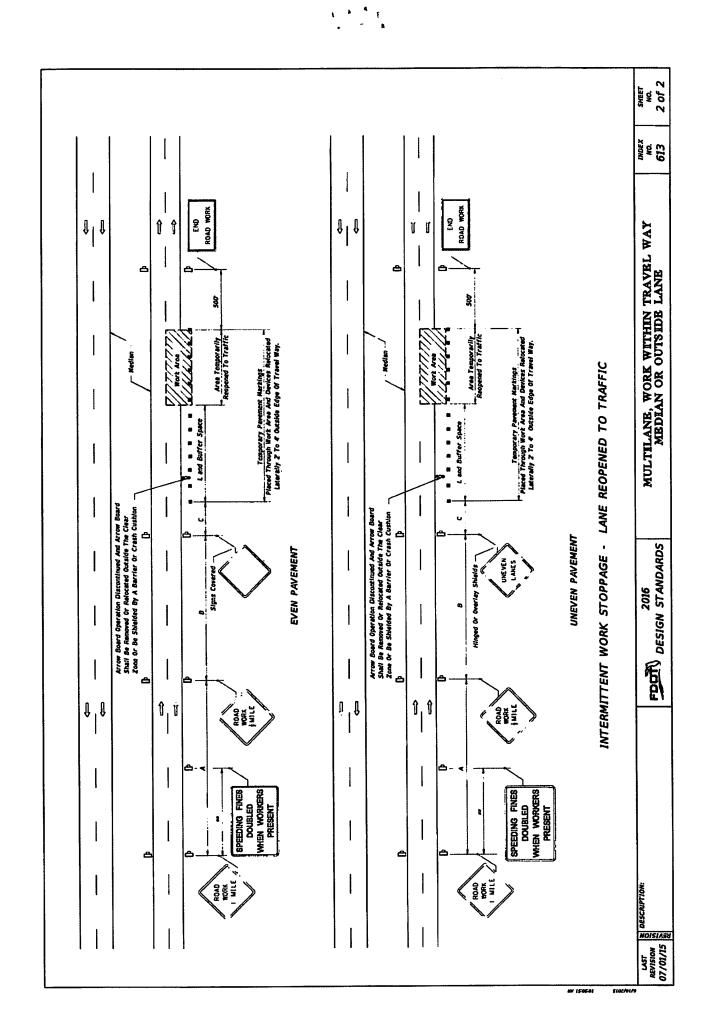
2015-M-491-0001

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT







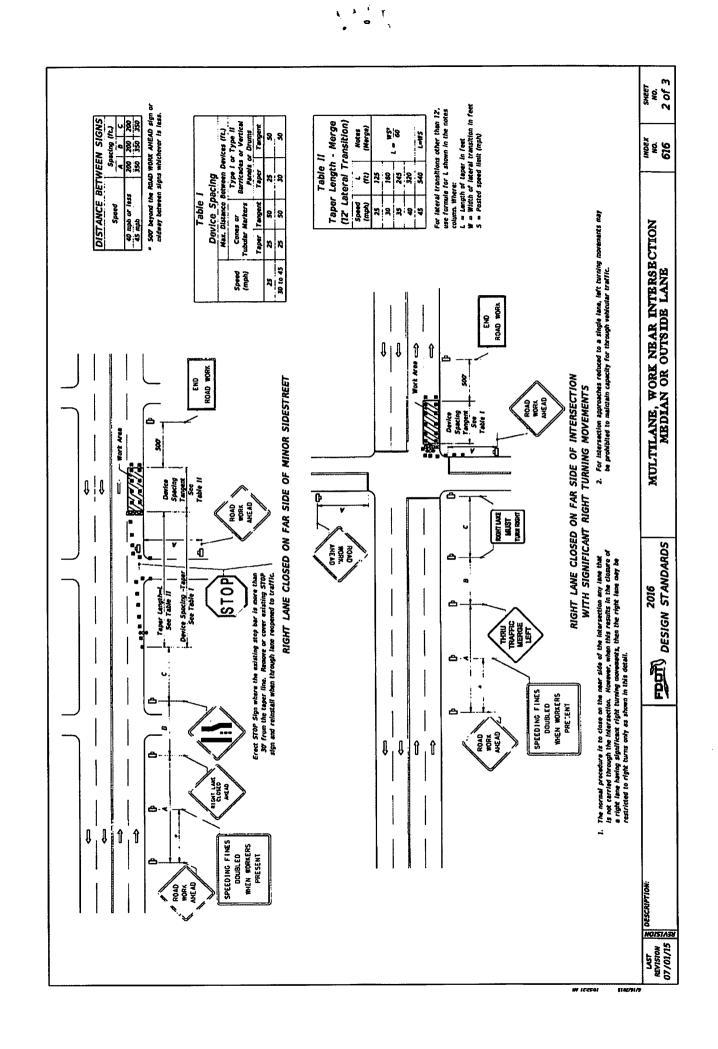
SHEET NO. 1 Of 3 a. Speed limit is 45 mph or less.

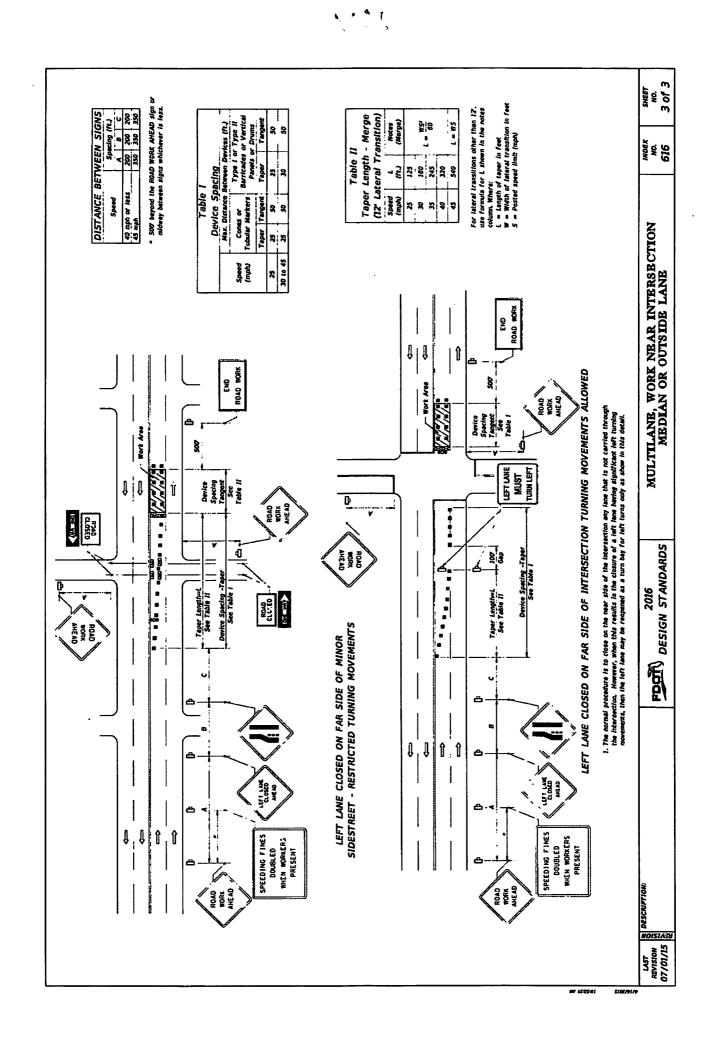
b. No sight obstructions to waitles approaching the work area for a distance equal to twice the taper length.

c. Volume and compleasing of the readway has been considered.

d. The closed last is occupied by a class 5 or larger, modium duty truck(s) with a minimum gross weight verkicle reling (GWPV) of 16,001 is with high-invensity, resulting, flashing, occiliating, or stroke lights mounted above the cab height and operating. 1NDEX NO. 616 For work operations up to approximately 15 minutes, signs, channelizing devices, and errow board may be omitted if all of the following cooditions are met: 2. For work operations up to 60 minutes, the arrow based may be contisted if conditions a, b, and c in DUNATION MOTE 1 are med, and vehicles in the work area have high-inensity, rotaling, flashing, oscillating, or strobe lights operating. **DURATION NOTES** MULTILANE, WORK NEAR INTERSECTION MEDIAN OR OUTSIDE LANE 5. The two chamalizing devices directly in front and directly at the end of the work area may be emitted provided vehicles in the work area have high-intensity rotating, itsching, oscillating, or strobe lights operating. 6. For general TCZ requirements and additional information, refer to Index No. 600. If the work area is confined to an auxiliary lane the work area shall be barricoded and the Right (LEFT) LANE CLOSED AMEAD signs replaced by ROAD WORK AMEAD signs, and the marge symbol signs eliminated. 2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post moursed and located in accordance with Index No. 17302. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660. 1. Work operations shall be cardined to either one lane, or lene combinations as follows: FOOT DESIGN STANDARDS 4. Signs are required on the madian side for divided highways. a. Outside travel lane;
b. Outside auxiliary lane;
c. Outside auxiliary lane;
d. Inside travel lane and adjoining auxiliary lane;
d. Inside travel lane Δ.
f. Inside travel lane and adjoining auxiliary lane Δ.
Δ. See Staet 3 GENERAL NOTES Lane Identification + Direction of Traffic Channelizing Device (See Index No. 600) Advance Werning Arrow Board Type III Barricade SYMBOLS Work Zone Sign LAST & DESCRIPTION:
REVISION STATEMENT OF JOINTS & STATEMENT OF JO Work Area

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Section No. <u>86180, 86050, 86006, 86020</u>

CAFA No. <u>2015-M-491-0001</u>

EXHIBIT "D"

AGENCY RESOLUTION

[attach the resolution]

RESOLUTION NO. 14-179

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE DESIGN, INSTALLATION AND MAINTENANCE OF COMMUNITY AESTHETIC FEATURES AND AUTHORIZING THE EXECUTION OF A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City has a compelling interest in increasing pedestrian safety, navigability and improving aesthetics in public places; and

WHEREAS, wrapping existing utility boxes in the downtown area and along the beach with art incorporating public information is a safe and aesthetically pleasing method of furthering the goals of the Downtown Walkability program and the Beach Business Improvement District efforts; and

WHEREAS, the City desires to enter into a Community Aesthetic Feature Agreement with the Florida Department of Transportation to provide for the financial responsibility, design, fabrication, installation and maintenance of utility box wraps along U.S. 1, Broward Boulevard and A1A;

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

<u>SECTION 1</u>. That the City Commission has approved the wrapping of utility boxes, more particularly described in Commission Agenda Memorandum #14-0636, as community aesthetic features and the funding of all costs for their design, installation and maintenance.

<u>SECTION 2</u>. That the proper City officials are hereby authorized to enter into a Community Aesthetic Feature Agreement with the Florida Department of Transportation to wrap approximately 52 utility boxes within the City.

RESOLUTION NO. 14-179

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.

ADOPTED this the 21st day of October, 2014.

Mayor JOHN P. "JACK" SEILER

ATTEST:

City Clerk

JONDA K. JOSEPH

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Section No. 86180, 86050, 86006, 86020 CAFA No. 2015-M-491-0001

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Fort Lauderdale

PROJECT DESCRIPTION: Install Vinyl Art Wrap affixed to existing controller cabinets within the FDOT right-of-way

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provide notification that the work authorized by this Agreement is complete as of	
Ву:	
Name:	
Title:	
In accordance with the Terms and that all work which originally required Project construction plans and specific deviations, along with an explanat	IBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies ed certification by a Professional Engineer has been completed in compliance with the cifications. If any deviations have been made from the approved plans, a list of all on that justifies the reason to accept each deviation, will be attached to this this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by
	Ву:
SEAL:	Name:
	Date: