



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309

MIKE DREW  
SECRETARY

April 20, 2018

Alexandra Saiz  
City of Fort Lauderdale  
290 NE 3<sup>rd</sup> Ave.  
Ft. Lauderdale, FL 33301

Dear Ms. Saiz:

**Subject:**       **Permit Number:** 2017-M-491-006  
                  **State Section:** Various **State Road:** 5, 838  
                  **Applicant:** City of Fort Lauderdale

The Holiday Park CAFA Package #2017-M-491-006 is APPROVED. If you have questions please contact me at the address or telephone number below. The permit expires on 4/20/2019 To request an extension, contact the FDOT Operations Center at phone number 954-776-4300. If it does expire, a new permit submittal will be required.

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](mailto:roger.lemieux@dot.state.fl.us).

Sincerely,

*Roger Lemieux*

Roger Lemieux  
District Four Permits Coordinator

RL

2017-A-491-006

## Exhibit 23-A Submittal/Approval Letter

To: Steve C. Braun, PE

Date: \_\_\_\_\_

District or Turnpike Design Engineer

Financial Project ID: N/A

New Construction (☒)

RRR (☐)

Federal Aid Number: N/A

Project Name: Holiday Park Traffic Control Box Wraps

State Road Number: SR5/SR838

Begin Project MP: 0.761

End Project MP: 1.501

Full Federal Oversight: Yes (☐) No (☒)

Request for: Design Exception (☐) Design Variation (☐)

Community Aesthetic Feature: Conceptual (☐) Final (☒)

(For Design Exception or Variations Requiring Central Office Approval)

Re-submittal: Yes (☐) No (☐) Original Ref# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Requested for the following element(s):

- |                                               |                                                                              |                                             |                                                  |
|-----------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Design Speed         | <input type="checkbox"/> Lane Widths                                         | <input type="checkbox"/> Shoulder Widths    | <input type="checkbox"/> Bridge Widths           |
| <input type="checkbox"/> Structural Capacity  | <input type="checkbox"/> Vertical Clearance                                  | <input type="checkbox"/> Grades             | <input type="checkbox"/> Cross Slope             |
| <input type="checkbox"/> Superelevation       | <input type="checkbox"/> Horizontal Alignment                                | <input type="checkbox"/> Vertical Alignment | <input type="checkbox"/> Stopping Sight Distance |
| <input type="checkbox"/> Horizontal Clearance | <input checked="" type="checkbox"/> Other <u>Public Art: Add on /Affixed</u> |                                             |                                                  |

CAFA approval is requested by the City of Fort Lauderdale for seven (7) traffic control box wraps on US1/E Sunrise Blvd around Holiday Park. The City has a strong interest in increasing pedestrian safety, navigability, and improving aesthetics in public places.

Recommended by:

CHRISTINE W. FANCHY Date 7.12.17

Responsible Professional Engineer or Landscape Architect (Landscape-Only Projects)

Approvals:

Steven C Braun

Digitally signed by: Steven C Braun  
Date: 2017.11.17 14:07:59 -05'00'

Date \_\_\_\_\_

N/A

Date \_\_\_\_\_

District or Turnpike Design Engineer

Michael Schmitt

Date 7/16/18

District Structures Design Engineer

N/A

Date \_\_\_\_\_

State Roadway Design Engineer

N/A

Date \_\_\_\_\_

State Structures Design Engineer

N/A

Date \_\_\_\_\_

Chief Engineer

FHWA Division Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMUNITY AESTHETIC FEATURE AGREEMENT**

625-010-10  
ROADWAY DESIGN  
OGC - 12/12  
Page 1 of 12

Section No. 86020 CAFA No. 2017-M-491-006

This Community Aesthetic Feature Agreement ("Agreement") is entered into this 20 day of April, 2018 between the State of Florida, Department of Transportation ("FDOT") and City of Fort Lauderdale ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE:** ☐ Public Art – Standalone, ☒ Public Art – Add On/affixed, ☐ Local Identification Marker – Standalone, ☐ Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at SR 5, Ft. Lauderdale Holiday Park area at 7 different locations in Broward County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

**AGREEMENT**

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through the 5<sup>th</sup> anniversary of this agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one (1) year (365) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** ☐ Public Art – Standalone, ☒ Public Art – Add On/affixed, ☐ Local Identification Marker – Standalone, ☐ Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS 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 West Commercial Blvd, Ft 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 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

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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, David Moore (david.moore@broadpectrum.com), 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".
- i. 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

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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/ sub-consultant'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 deficiency(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.
- l. 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 identify 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 \$ 0.00.
- 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. INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and sub-consultants, who perform work in connection with this Agreement:  
  
"The contractor/ subcontractor/ consultant/ sub-consultant 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/ sub-consultant, its officers, agents or employees."

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- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ sub-consultant 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/sub-consultant 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/ sub-consultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** 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 (4) PROGRAM MANAGER

District Maintenance Engineer  
3400 W. Commercial Blvd., Fort Lauderdale, FL 33309  
Phone: 954-486-1400  
Fax: 954-777-4223

CITY OF FORT LAUDERDALE, FLORIDA

Transportation and Mobility Director  
290 NE 3<sup>rd</sup> Ave.  
Ft. Lauderdale, FL 33301  
Phone: 954-828-3796  
Fax: 954-828-3734

7. **TERMINATION OF AGREEMENT.** 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.**

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- 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 sub-consultants 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. **UNAUTHORIZED ALIENS.** 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. **NON-DISCRIMINATION.** 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. **DISCRIMINATORY VENDOR LIST.** 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.

13. **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.



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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. **BINDING AGREEMENT.** 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. **INTERPRETATION.** 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. **ENTIRE AGREEMENT.** 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. 86020

CAFA No. 2017-M-491-006

**AGENCY**

City of Ft. Lauderdale

By: See attached Sheet for City Approval

Print Name: Dean J. Trantalis

Title: Mayor

As approved by the Council, Board, or

Commission on: \_\_\_\_\_

Attest: \_\_\_\_\_

Legal Review:

See attached Sheet for City Approval

City or County Attorney

**FDOT**

State of Florida, Department of Transportation

By: 

Print Name: Stacy Miller, PE

Title: Director of Development

Date: 4/19/18

Legal Review:



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:



\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE, through its  
CITY COMMISSIONERS



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

11<sup>th</sup> day of April, 2018

(SEAL)



\_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form by Office of City Attorney



By: \_\_\_\_\_  
Alain E. Boileau, Interim City Attorney

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION



By: \_\_\_\_\_  
Director of Transportation Development

19 day of April, 2018

Approval:

  
\_\_\_\_\_  
Office of the General Counsel (Date)

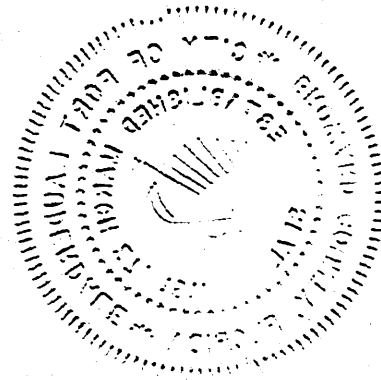
John [Signature]

2011

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EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

- II. The City of Fort Lauderdale will design, affix, and maintain community aesthetic features, in the form of vinyl art wraps, to existing traffic signal controller cabinets within the FDOT right-of-way at seven (7) locations along N Federal Highway (SR5) and E Sunrise Boulevard (SR838). The City of Fort Lauderdale will be responsible for funding all costs for design, installation, and maintenance of the community aesthetic features (art wraps).

**Project Locations:**

1	US1/N Federal Hwy	NE 8 Street	MP 0.761
2	US1/N Federal Hwy	NE 9 Street	MP 0.879
3	US1/N Federal Hwy	SR 838 Sunrise Blvd	MP 1.091
4	SR 838 Sunrise Blvd	NE 9 Avenue	MP 1.144
5	SR 838 Sunrise Blvd	NE 10 Avenue	MP 1.204
6	SR 838 Sunrise Blvd	NE 12 Avenue	MP 1.323
7	SR 838 Sunrise Blvd	NE 15 Avenue	MP 1.501

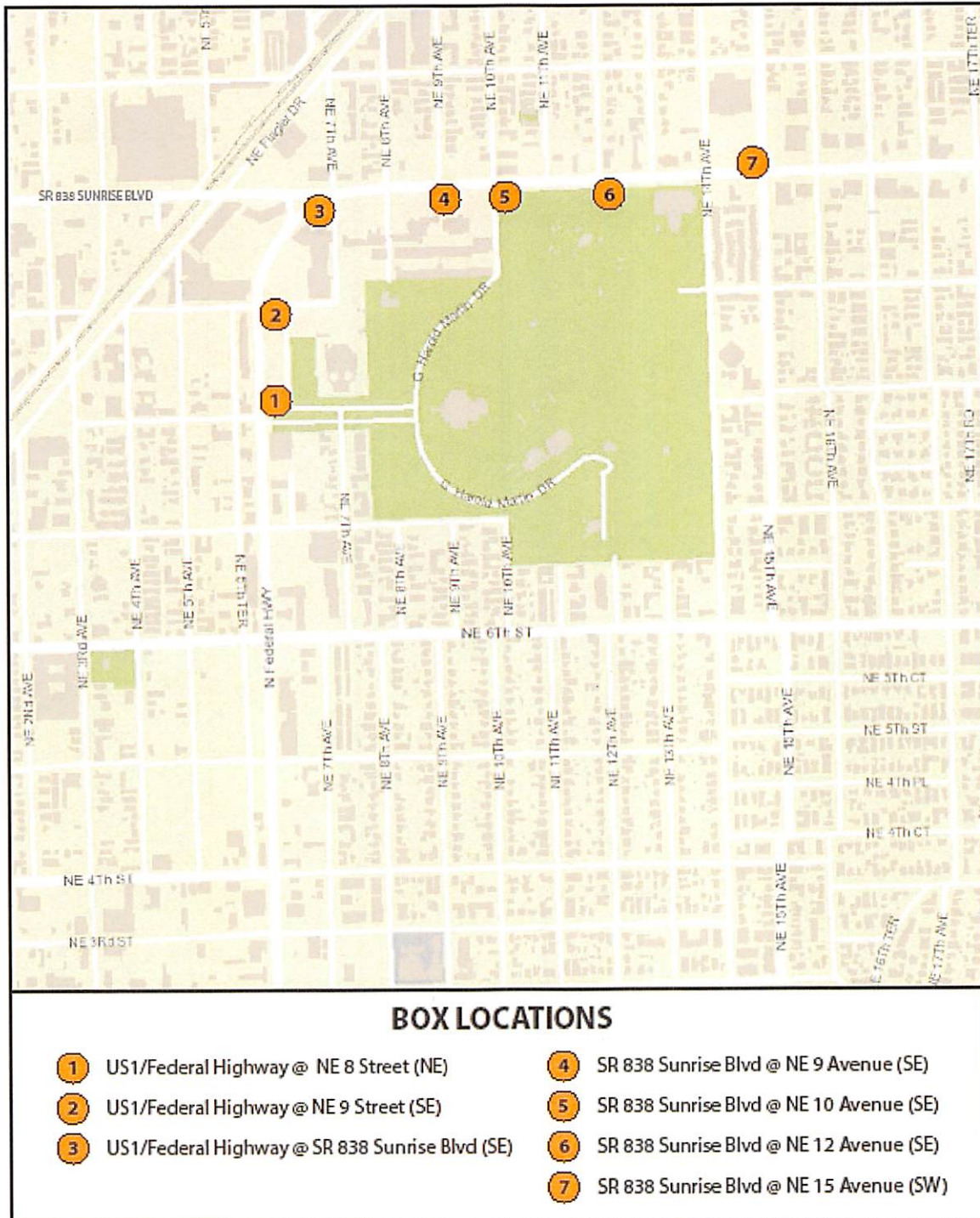
III. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by The City of Fort Lauderdale, and dated July 12, 2017. Any revisions to these plans must be approved by FDOT in writing.

**Exhibit A**  
**Locations and Designs**

<b>Box #</b>	<b>Roadway</b>	<b>Cross Street</b>	<b>Corner Location</b>	<b>Mile Post</b>	<b>Posted Speed</b>
1	US1/N Federal Highway	NE 8 Street	NE	MP 0.761	35 MPH
2	US1/N Federal Highway	NE 9 Street	SE	MP 0.879	35 MPH
3	US1/N Federal Highway	SR 838 Sunrise Blvd	SE	MP 1.091	35 MPH
4	SR 838 Sunrise Blvd	NE 9 Avenue	SE	MP 1.144	35 MPH
5	SR 838 Sunrise Blvd	NE 10 Avenue	SE	MP 1.204	35 MPH
6	SR 838 Sunrise Blvd	NE 12 Avenue	SE	MP 1.323	35 MPH
7	SR 838 Sunrise Blvd	NE 15 Avenue	SW	MP 1.501	35 MPH

## HOLIDAY PARK UTILITY BOX WRAPS

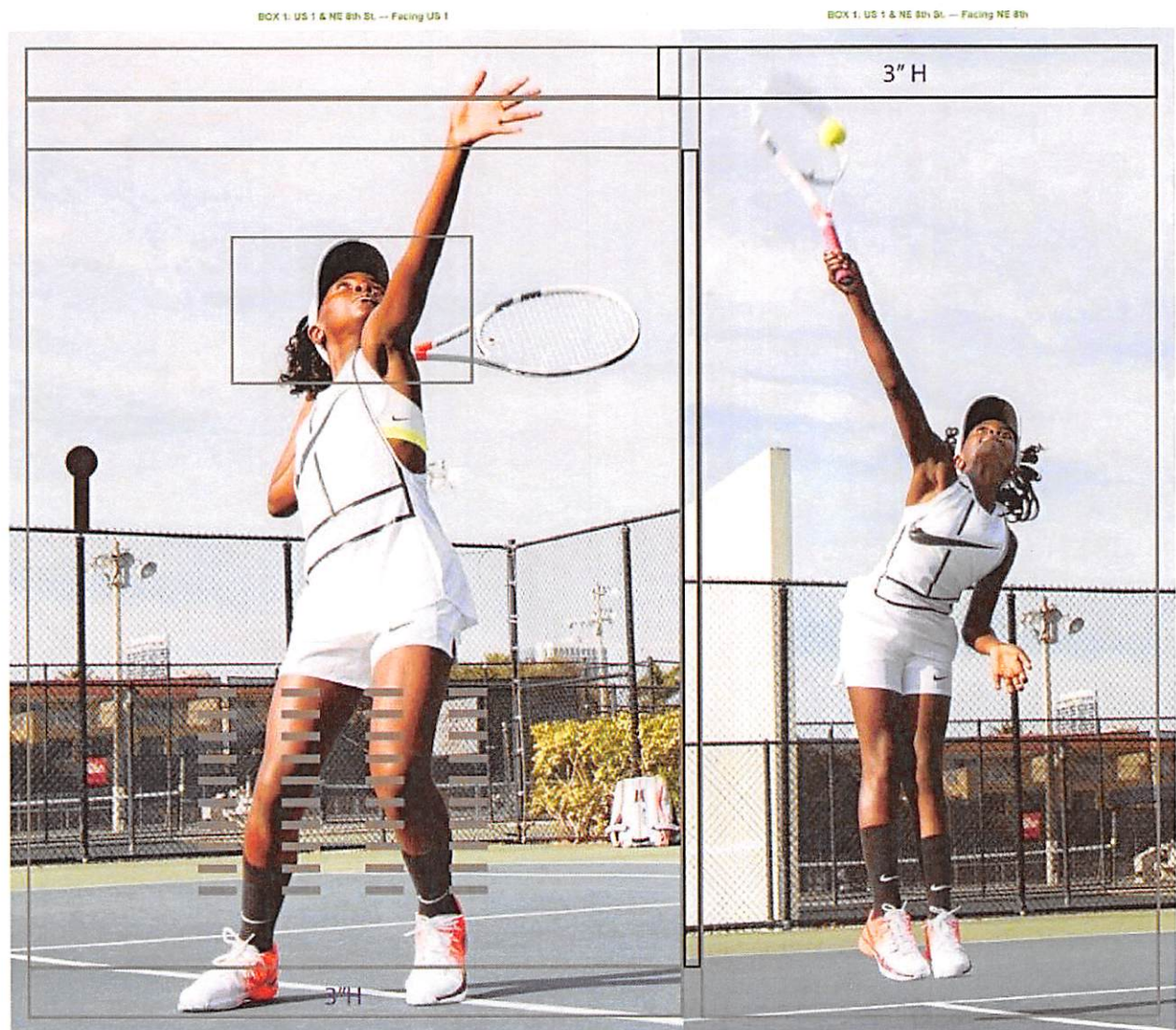








BOX 1 DRAFT – FRONT AND RIGHT SIDE

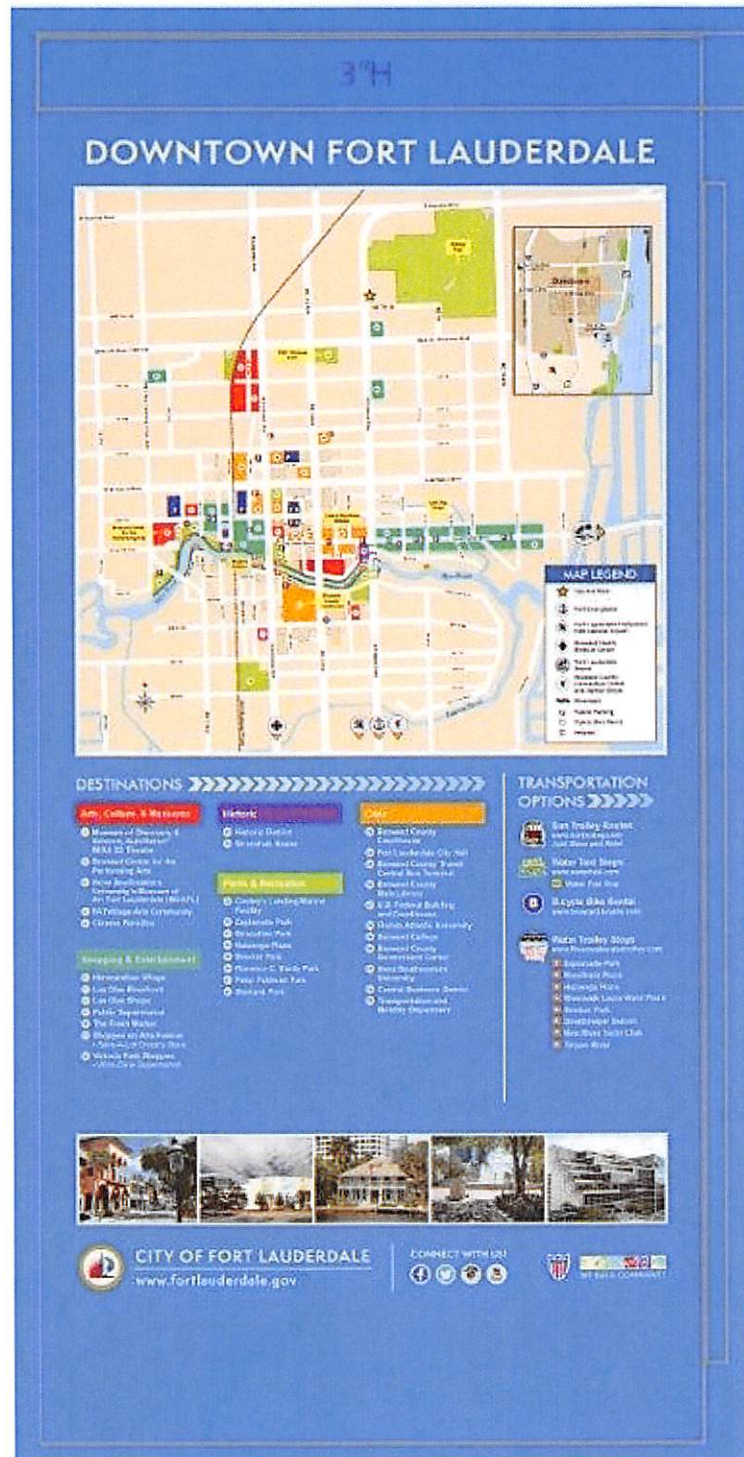




BOX 1 DRAFT – BACK

BOX 1: US 1 & NE 8th St.











BOX 2 DRAFT – BACK

BOX 2: US 1 & NE 9th St — Facing Check Cashing Store





BOX 3 DRAFT – FRONT AND RIGHT SIDE





BOX 3 DRAFT – BACK AND LEFT SIDE







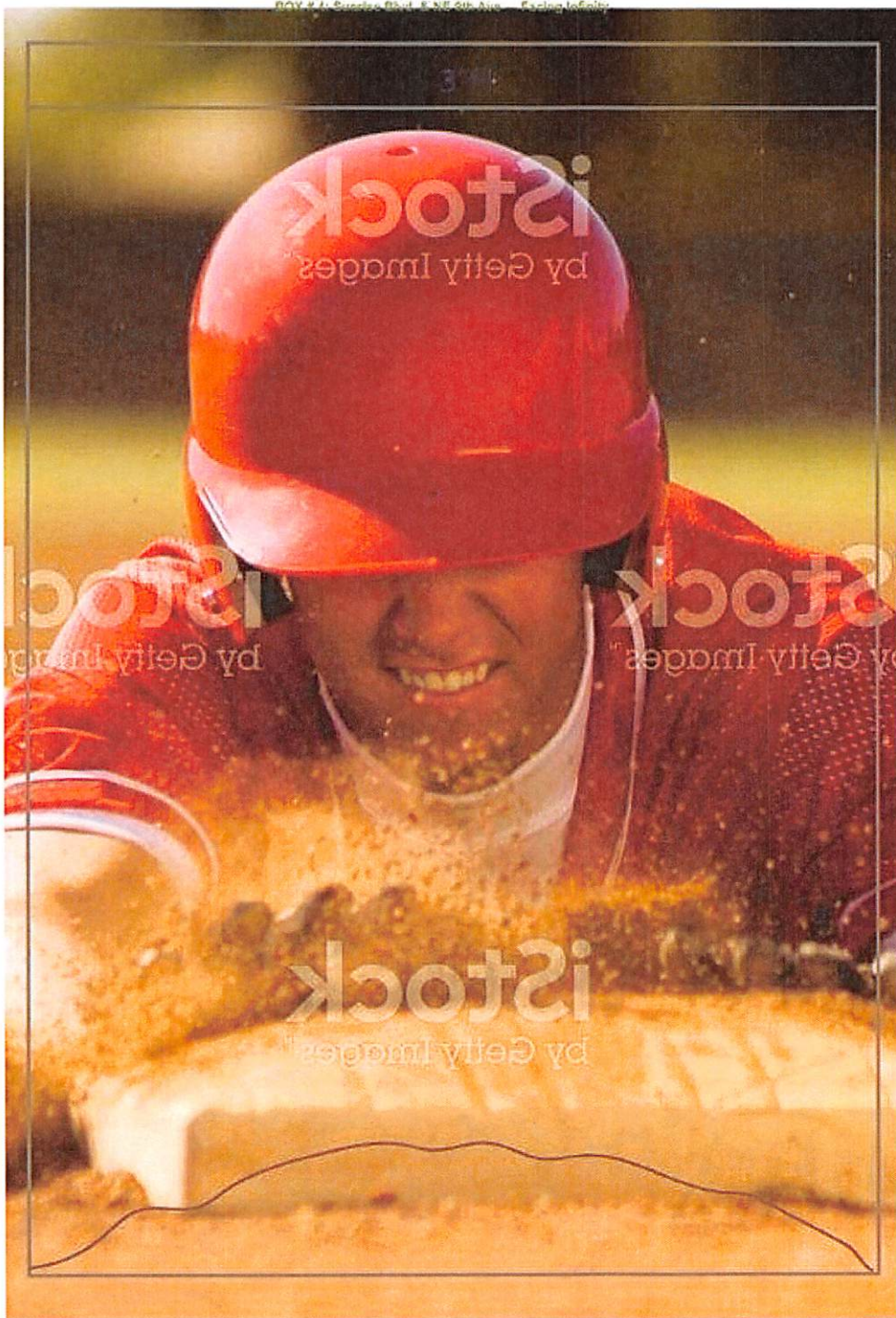
BOX 4 DRAFT – FRONT AND RIGHT SIDE



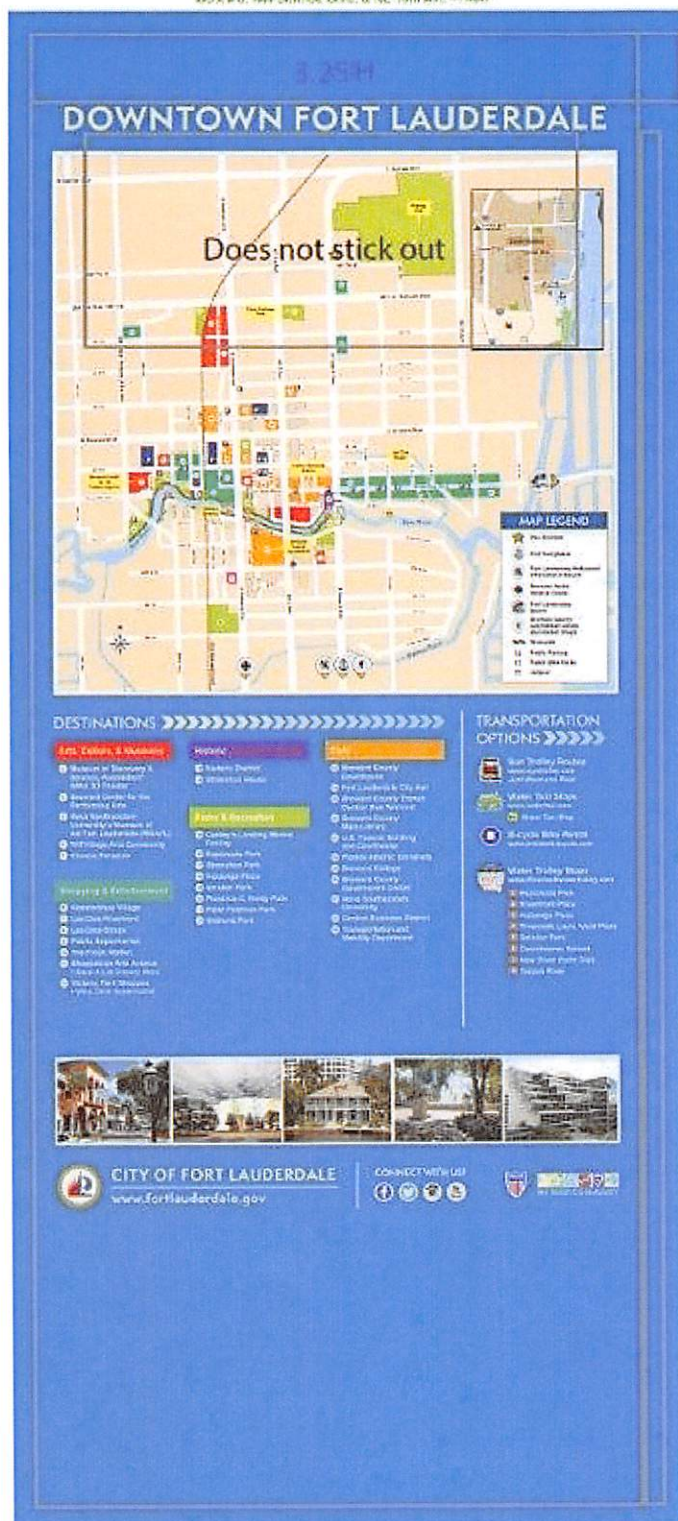
\*watermarks will be removed from artwork prior to installation.



BOX 4 DRAFT – BACK

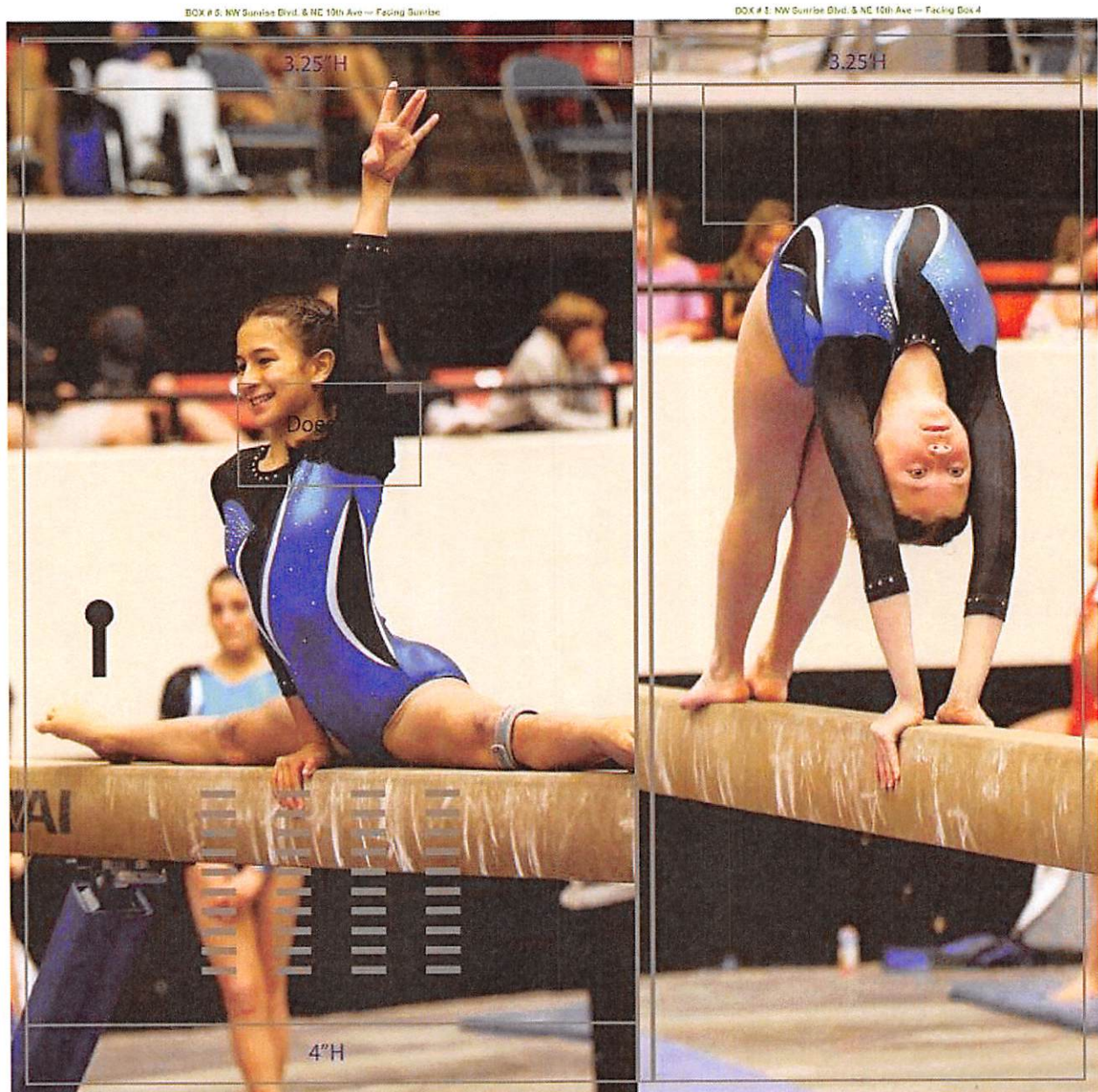


\*watermarks will be removed from artwork prior to installation.

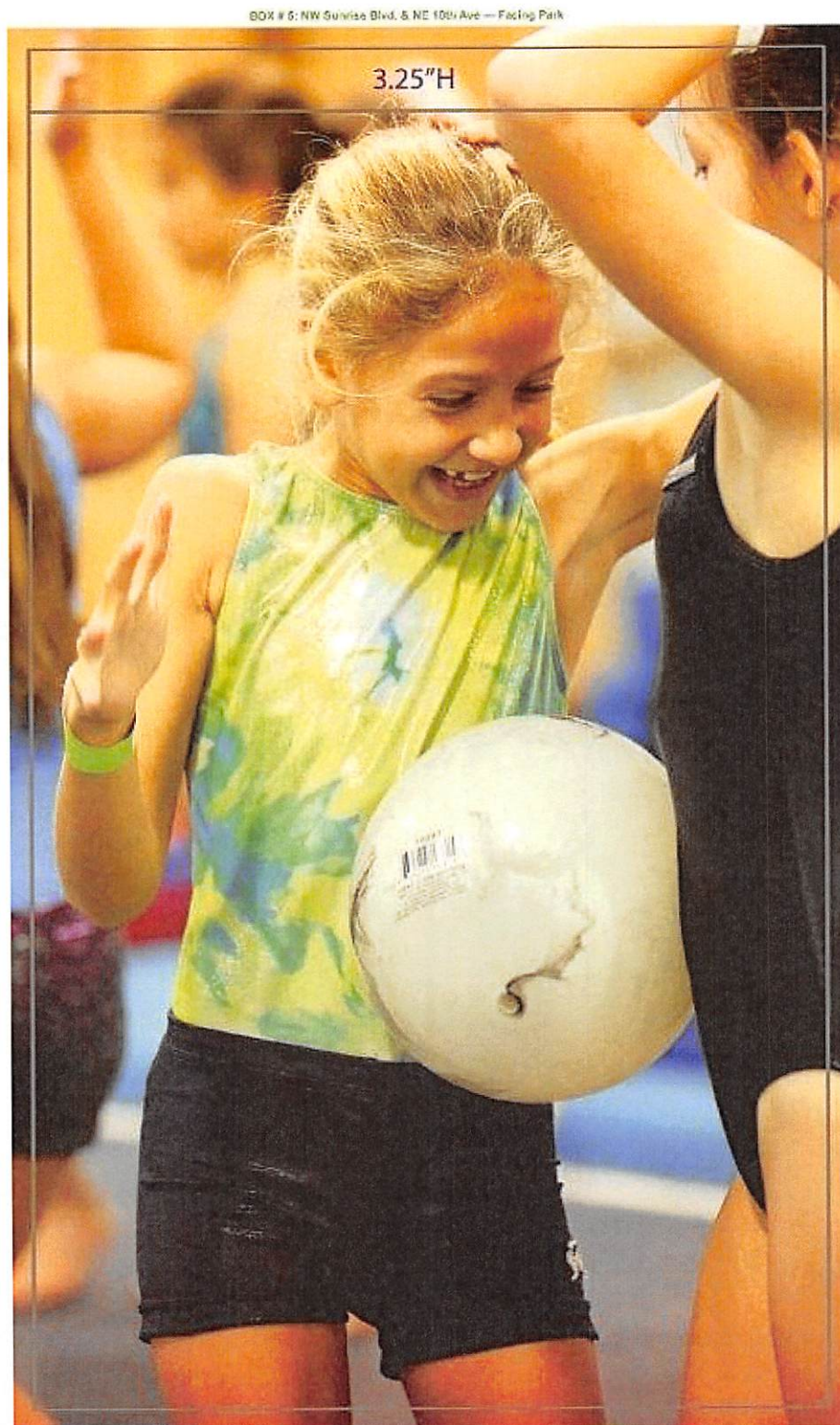




BOX 5 DRAFT – FRONT AND RIGHT SIDE



BOX 5 DRAFT – BACK



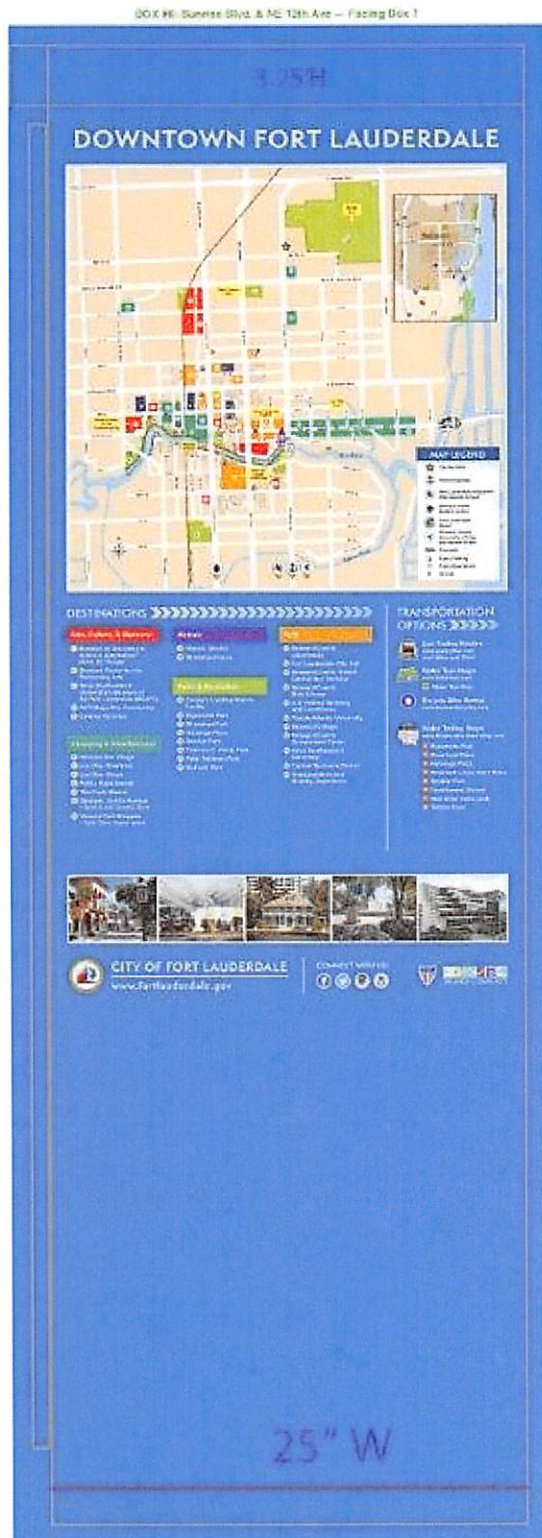


BOX 6 DRAFT – FRONT AND LEFT SIDE



\*watermarks will be removed from artwork prior to installation.

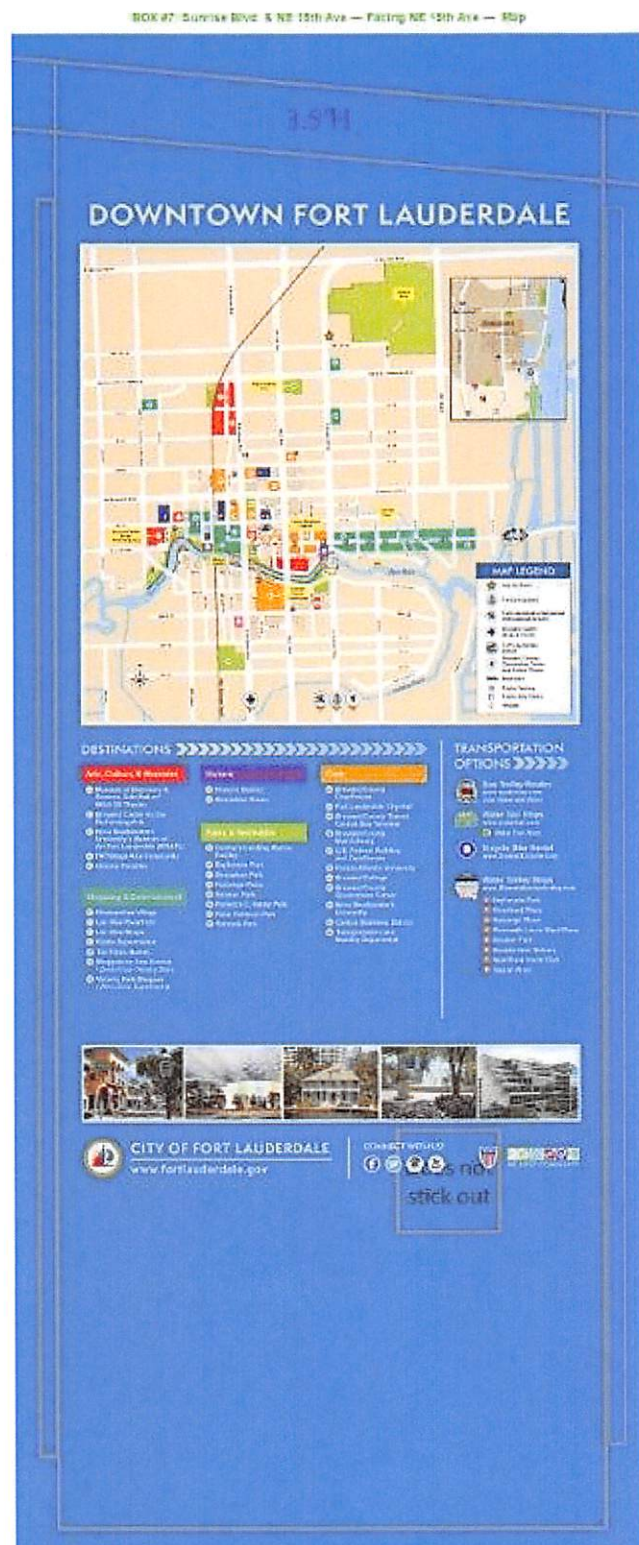






\*watermarks will be removed from artwork prior to installation.







BOX 7 DRAFT – FRONT AND RIGHT SIDE

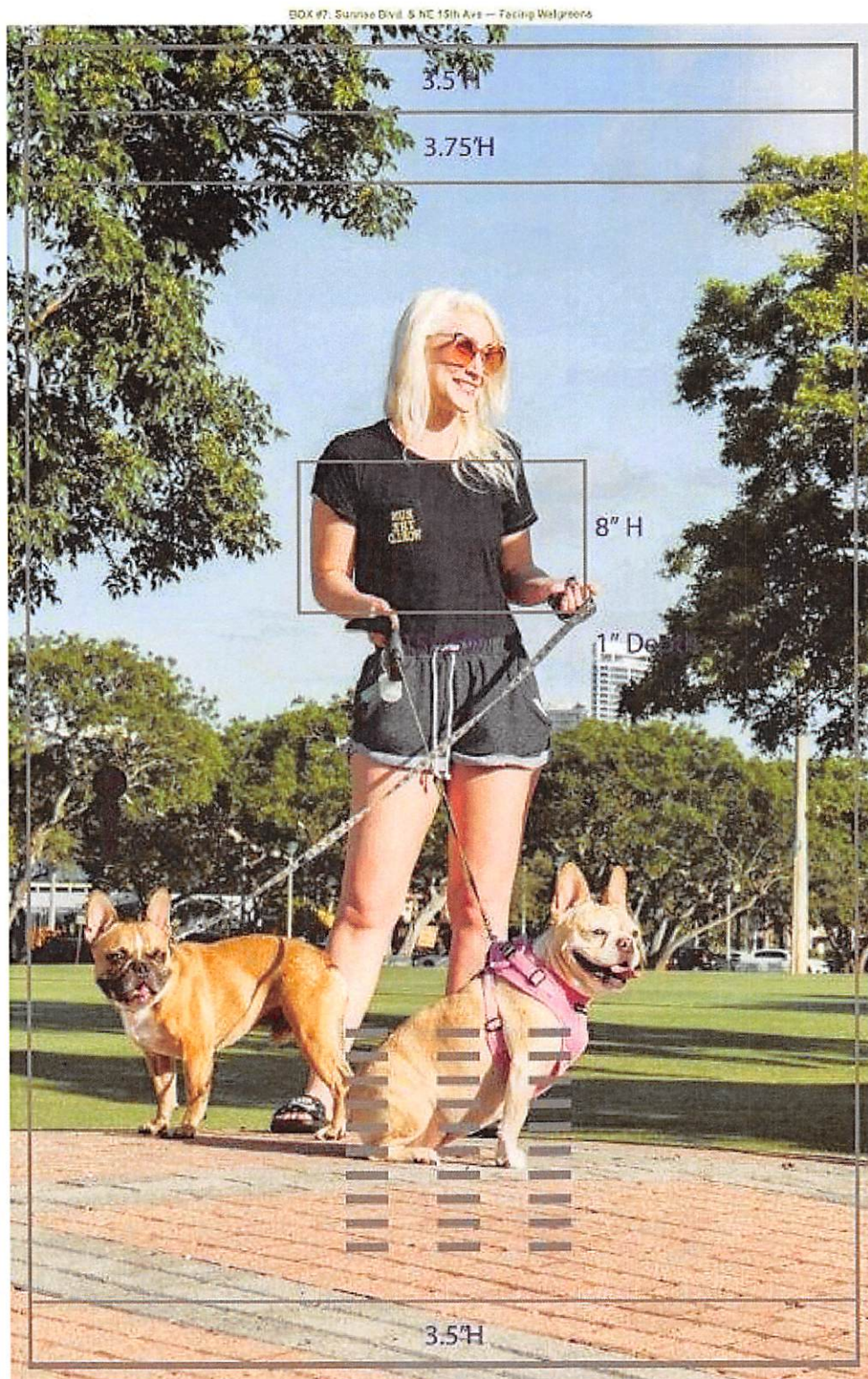


BOX 7: During Day, NE 15th Ave —

BOX 7: During Day, NE 15th Ave — Facing South



BOX 7 DRAFT – BACK



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## EXHIBIT "B"

### SPECIAL PROVISIONS

- During construction highest priority shall be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it shall be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet the Americans with Disability Act (ADA0 Standards.
- A copy of this permit will be on the job site at all times during the construction of this facility.

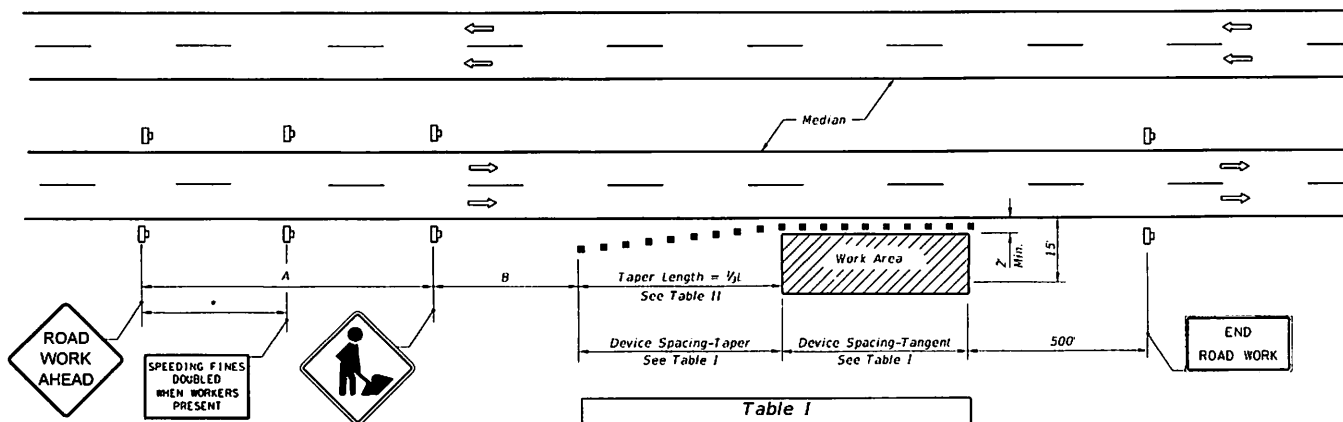
Section No. 86020 CAFA No. 2017-M-491-006

## EXHIBIT "C"

### TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

- All Maintenance of Traffic (MOT) will be in accordance with the Departments' current edition of the Design Standards (600 Index Series). See the Attachment





DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

\* 250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Taper Length - Shoulder				
Speed (mph)	1/2 L (ft.)			Notes
	8" Shldr.	10" Shldr.	12" Shldr.	
25	28	35	42	L = WS' 60
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	
50	133	167	200	L = WS
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8" minimum shoulder width.

1/2 L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

## CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCR OACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

## SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

## GENERAL NOTES

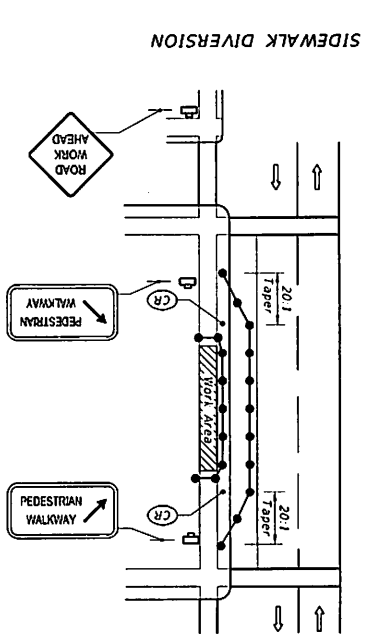
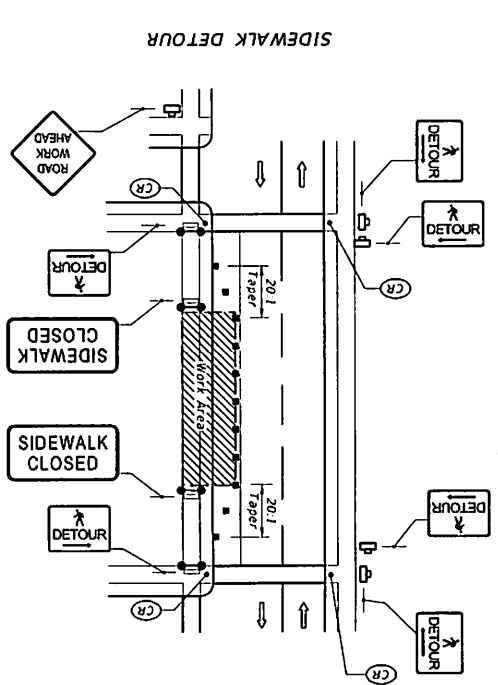
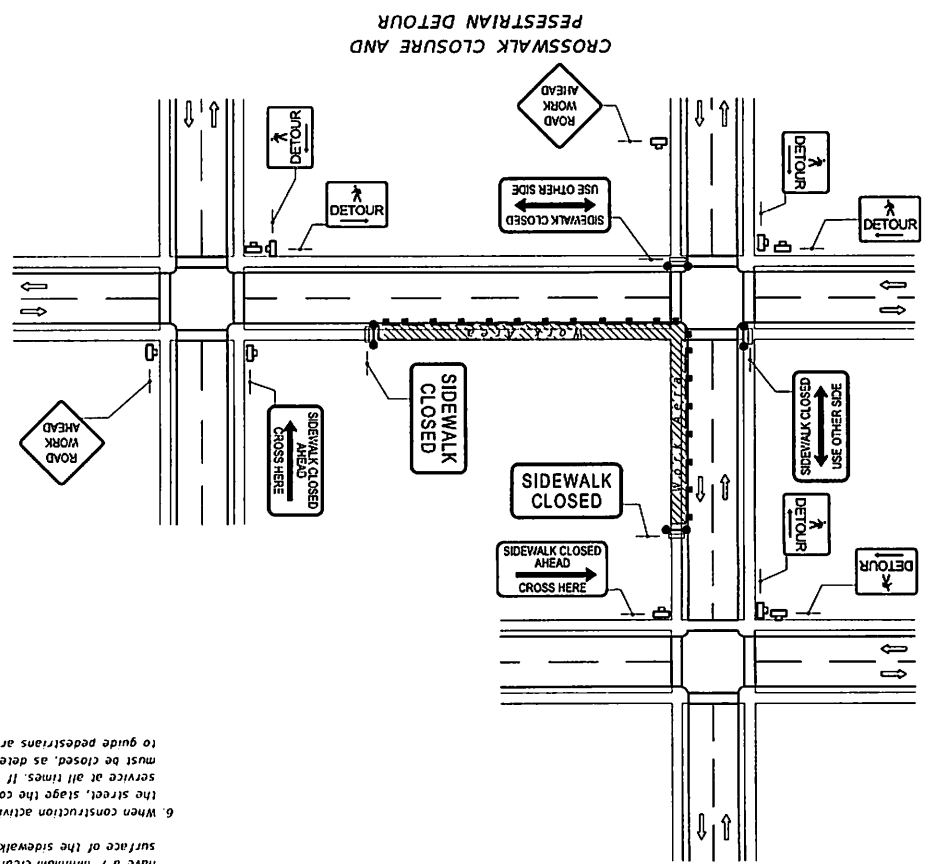
- When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an M01-5-06 sign in the ROAD WORK AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 500 ft.
- This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
- When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
- WORKERS signs to be removed or fully covered when no work is being performed.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
- For general TCZ requirements and additional information, refer to Index No. 600.

## DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
  - Work operations are 60 minutes or less.
  - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

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LAST REVISION	DESCRIPTION:	FY 2017-18 DESIGN STANDARDS		MULTILANE, WORK ON SHOULDER		INDEX NO.	SHEET NO.
01/01/16						612	1 of 1



- SYMBOLS**
- Channelizing Device (See Index 600)
  - Work Zone Sign
  - Required Locations for Either Temporary Or Permanent Curb Ramps.
  - Lane Identification + Direction of Traffic
  - Pedestrian Longitudinal Channelizing Device (LCD)
  - Mounted Work Zone Sign or separate Work Zone Sign
  - Pedestrian Longitudinal Channelizing Device (LCD) with

1. Route pedestrian traffic around work areas when construction activities encroach on the sidewalk for more than 60 minutes using the devices and remedies shown on this Index. Use project specific designs for scenarios not included on this Index.
2. For spacing of traffic control devices and general TCZ requirements refer to Index 600. The maximum spacing between barricades, vertical panels, drums or tubular markers is 25'.
3. Use delineators on longitudinal channelizing devices separating the work area from vehicular traffic.
4. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
5. Post mounted signs located near or adjacent to a sidewalk must have a 7' minimum clearance from the bottom of sign to the surface of the sidewalk.
6. When construction activities involve sidewalks on both sides of the street, stage the construction so that one sidewalk is in service at all times. If this is not feasible and both sidewalks must be closed, as determined by the Engineer, provide a detour to guide pedestrians around the construction zone.

7. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
8. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
9. Temporary walkway surfaces and ramps must be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.
10. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
11. Meet the requirements of Index 304 for temporary curb ramps.
12. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCDs to delineate both sides of the temporary walkway.

**GENERAL NOTES**

Section No. 86020 CAFA No. 2017-M-491-006

EXHIBIT "D"

AGENCY RESOLUTION

See the Attachment

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RESOLUTION NO. 17-25

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.

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

WHEREAS, wrapping existing utility boxes located within the City and along the beach with an art component 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 ("FDOT") to provide for the financial responsibility, design, fabrication, installation and maintenance of utility box wraps along U.S. 1 (Federal Highway), Sunrise Boulevard and State Road A1A;

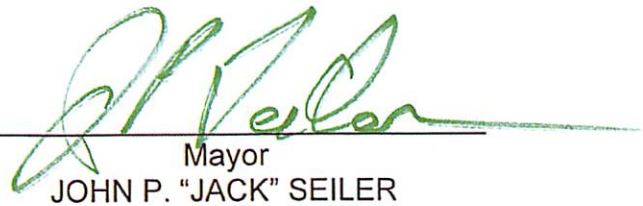
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission hereby approves the wrapping of utility boxes, more particularly described in Commission Agenda Memorandum #17-0101, as community aesthetic features and the funding of all costs for their design, installation and maintenance.

SECTION 2. That the proper City officials are hereby authorized to enter into a Community Aesthetic Feature Agreement with FDOT to wrap approximately eighteen (18) utility boxes within the City and for future Utility Box Wrap projects that are similar in scope.

SECTION 3. 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 7th day of February, 2017.



Mayor  
JOHN P. "JACK" SEILER

ATTEST:



City Clerk  
JEFFREY A. MODARELLI

Section No. 86020 CAFA No. 2017-M-491-006

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 The City of Ft. Lauderdale

PROJECT DESCRIPTION: \_\_\_\_\_

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

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

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_