

## **ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**RAHN BAHIA MAR WALKWAY LLC**, a Florida limited liability company, whose principal address is 1175 N.E. 125<sup>th</sup> Street, Suite 102, North Miami, FL 33161 (“BAHIA MAR”)

and

**RAHN BAHIA MAR L.L.C.**, a Delaware limited liability company, whose principal address is 1175 N.E. 125<sup>th</sup> Street, Suite 102, North Miami, FL 33161 (“RAHN”)

and

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida having a principal address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter “CITY”)

### **R E C I T A L S**

WHEREAS, the CITY is the owner of the “Bridge” (as hereinafter defined); and

WHEREAS, the CITY and BAHIA MAR are Parties to an Amended and Restated Lease dated January 4, 1995, as same may be amended and/or replaced from time to time (“Lease”), whereby BAHIA MAR leases property as described in the Lease (“Premises”) to the west of the Bridge and has a walkway on the Premises connected to the Bridge; and

WHEREAS, the CITY and BAHIA MAR desire that the CITY grant BAHIA MAR an exclusive easement for the use of the Bridge for ingress, egress, and all other lawful uses; and

WHEREAS, the Bridge is located adjacent to and east of the Premises, whereby the Bridge extends from the Premises over State Road A1A (“A1A”) to Fort Lauderdale Beach, a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”); and

WHEREAS, BAHIA MAR has committed to the payment of all costs for the reconstruction, repair and maintenance of the Bridge, including but not limited to: permit fees, bonds, deposits, materials, and maintenance costs as provided in this Agreement; and

WHEREAS, in order to permit the reconstruction and repair of the Bridge, the FDOT requires the CITY to enter into an agreement entitled “District Four Maintenance Memorandum of Agreement” (“MMOA”) which is attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the terms and conditions set forth in the MMOA impose the responsibility for payment, repair, restoration and general maintenance of all architectural elements of the Bridge on the CITY; and

WHEREAS, as a condition to the CITY executing the MMOA, BAHIA MAR agrees to perform certain of the CITY's responsibilities, pay the CITY's obligations, and protect and indemnify the CITY with respect to certain liabilities under the MMOA as provided in this Agreement; and

WHEREAS, RAHN has agreed to guaranty all monetary obligations of BAHIA MAR owed to the CITY as set forth in this Agreement; and

WHEREAS, reconstruction and repair of the Bridge would serve a legitimate public purpose of improving safety and enhancing the architectural structure within the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, BAHIA MAR and the CITY hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise. Terms not otherwise defined herein shall have the meaning set forth in the MMOA.

*Bridge* means that certain pedestrian bridge extending from the west side of A1A, across A1A, across the CITY's property on the east side of A1A, to its terminus in the sand of Fort Lauderdale Beach, Florida due east from the eastern terminus of the walkway on the Premises, all as reflected on Exhibit "A" attached hereto and made a part hereof, as such Improvement, may be amended, modified, and/or relocated from time to time.

*CITY Manager* means the CITY's Chief Executive Officer, its CITY Manager, or his or her designee.

*CITY Engineer* means the CITY Engineer, or his or her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the CITY Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

*Day(s).* In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

*Easement* shall mean an easement from the CITY to BAHIA MAR granting BAHIA MAR (its successors, assigns and invitees) the exclusive right to use the Bridge for ingress, egress and all other lawful use, which Easement is substantially in the form of **Exhibit "C"**.

*Effective Date* means the effective date of this Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for BAHIA MAR, RAHN and the CITY and (ii) the MMOA is executed by the FDOT and the CITY.

*Party* shall mean the CITY, RAHN and BAHIA MAR and *Parties* are collectively the CITY, RAHN and BAHIA MAR.

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

*Property* shall mean the Bridge.

### **3. BAHIA MAR Obligations.**

(a) BAHIA MAR shall oversee and pay for the Improvements as provided in Sections 2 and 6 of the MMOA.

(b) After completion of the Improvements, BAHIA MAR agrees to maintain the facilities as provided in Section 3 of the MMOA and, upon timely receipt of notice from the CITY and/or the FDOT of any deficiencies as contemplated in Section 4 of the MMOA, BAHIA MAR agrees, to the extent permitted by the FDOT to perform the obligations of CITY under the MMOA to correct such deficiencies unless the CITY has wrongfully caused such deficiencies to exist in which event the CITY agrees to timely correct such deficiencies.

(c) BAHIA MAR agrees to provide the Cash Deposit to be delivered to the FDOT as set forth in Sections 7 and 8 of the MMOA, which Cash Deposit shall be paid directly by BAHIA MAR to the FDOT or, to the extent necessary, by BAHIA MAR to the CITY and the CITY will promptly remit same to the FDOT. BAHIA MAR shall have all rights with regard to such Cash Deposit and, to the extent that the Cash Deposit is returned pursuant to the MMOA, BAHIA MAR shall be entitled to such Cash Deposit or any portion thereof which is to be returned under the MMOA.

(d) BAHIA MAR and its agents, consultants, subconsultants, contractors, or subcontractors performing work at the request of BAHIA MAR shall provide (and provide the CITY with reasonable evidence thereof) the indemnification and insurance required of the CITY as set forth in Sections 10 and 14 of the MMOA as to any of their respective acts.

(e) BAHIA MAR agrees to promptly provide the CITY with copies of any written notices received by BAHIA MAR from the FDOT with regard to any breach of BAHIA MAR's or the CITY's obligations to repair or maintain the Bridge pursuant to the MMOA.

**4. CITY Obligations.** The CITY agrees as follows:

(a) The CITY shall promptly notify BAHIA MAR and provide BAHIA MAR with copies of all notices or other documentation received by the CITY from the FDOT in connection with the MMOA and/or the Bridge.

(b) The CITY hereby grants to BAHIA MAR the Easement and within forty-five (45) business days after the Effective Date, the CITY agrees to execute and deliver the Easement and the Memorandum to BAHIA MAR to enable BAHIA MAR to record the Easement and the Memorandum in the Public Records of Broward County, Florida;

(c) The CITY agrees to cooperate with BAHIA MAR to provide, to the extent within the CITY's control, the right of BAHIA MAR to access the CITY's property, including the Bridge and other CITY property adjacent to the Bridge, in order to perform BAHIA MAR's obligations under this Agreement. Additionally, to the extent that BAHIA MAR is not permitted access to the Bridge (or the CITY's property adjacent to the Bridge) or otherwise perform under the MMOA pursuant to the MMOA, then the CITY agrees that it shall, at the request of BAHIA MAR, perform such work on behalf of BAHIA MAR, provided that BAHIA MAR shall pay all reasonable costs and expenses in connection with performing such acts.

(d) The CITY hereby grants to BAHIA MAR all rights of the CITY under the MMOA to perform its obligations under the MMOA, including the rights of access to the Bridge and all rights with respect to the permits and approvals contemplated by the MMOA in order to install the facilities as contemplated in Paragraph 2 of the MMOA, maintain the facilities as contemplated in Paragraph 3 of the MMOA and otherwise perform the obligations of the CITY as contemplated by the MMOA.

(e) The CITY agrees that it shall not amend or terminate the MMOA without the prior written consent of BAHIA MAR if same would adversely affect Bahia Mar's rights or obligations under this Agreement.

(f) The CITY agrees that to the extent that the CITY is entitled to the return of the Cash Deposit, that upon its receipt of same, the CITY shall promptly remit same to BAHIA MAR.

(g) The CITY shall comply with the obligations of the CITY set forth in Section 15 of the MMOA.

**5. No Waiver.** The CITY, RAHN, and BAHIA MAR acknowledge and agree that neither BAHIA MAR nor RAHN waives any rights that either may have with respect to eminent domain with regard to the Premises or either of their respective other rights available at law or in equity, including but not limited to neither BAHIA MAR nor RAHN waiving their respective rights to eminent domain as set forth in Section 9 of the MMOA.

**6. Indemnification and Hold Harmless.**

(a) Provided (x) the CITY is not in material breach of its obligations under Sections 4(a), (b), (c), (d) and (e) of this Agreement, (y) any material breach by the CITY does not

adversely affect Bahia Mar, or (z) any material breach by the CITY does not relate to any claim at issue, then BAHIA MAR shall protect, defend, indemnify and hold harmless the CITY, its officers, employees, volunteers, and agents from and against any and all claims, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of BAHIA MAR under the MMOA and this Agreement, the use of the Bridge by BAHIA MAR pursuant to the Easement, or the breach or default by BAHIA MAR of any covenant or provision of BAHIA MAR under this Agreement; provided, however, BAHIA MAR's obligation with respect to its indemnity is subject to (i) BAHIA MAR shall never be liable or responsible for (a) any occurrence arising out of or resulting from the wrongful acts or negligence of the CITY, the FDOT, or their respective officers, agents and employees; or (b) any liability resulting from the CITY's material breach of its obligations in Sections 4(a), (b), (c), (d) and (e) of this Agreement, any liability to the extent of any material breach by the CITY that adversely affects BAHIA MAR, or does not relate to the claim at issue; and (ii) any liability of BAHIA MAR to the CITY shall be limited to compensatory damages suffered by the CITY. The CITY shall, in connection with any claim made against the CITY for liability pertaining to this Agreement or the MMOA, assert its right of sovereign immunity in connection with such claim, if applicable.

(b) BAHIA MAR further agrees that upon delivery of proper and timely notice of a violation under the MMOA it shall investigate, handle, respond to, provide defense for, and defend any such violation at its sole expense. The CITY shall retain the right to select counsel of its own choosing as deemed appropriate, but BAHIA MAR shall only be obligated to reimburse the CITY for such attorneys' fees to the extent that upon BAHIA MAR being provided with written demand to indemnify the CITY, (i) BAHIA MAR does not retain competent counsel reasonably acceptable to the CITY or (ii) separate legal counsel is necessary as there is a conflict of interest with such counsel referred by BAHIA MAR representing both BAHIA MAR and the CITY. This indemnification shall survive termination, revocation or expiration of the MMOA and this Agreement for the shorter of: (i) any statute of limitations for any claim giving rise to such indemnification; and (ii) five (5) years from the termination of this Agreement and, subject to the terms of this Agreement, shall cover the wrongful acts or omissions of BAHIA MAR in violation of this Agreement occurring during the term of the MMOA and this Agreement.

**7. Insurance.** At all times during the term of the MMOA and this Agreement, BAHIA MAR, at its expense, shall keep or cause to be kept in effect the insurance coverages set forth in Section 14 of the MMOA and BAHIA MAR shall cause such coverage to be extended to the CITY as an additional insured and shall furthermore provide Certificates of Insurance to the CITY prior to commencing work by the contractor retained by BAHIA MAR to perform the work set forth in Section 2 of the MMOA and annually thereafter on the anniversary date of the policies during the period such insurance is required under the MMOA.

**8. Removal of Improvements and Restoration of Improvement Area.** Except as may otherwise be expressly provided herein, it is agreed that upon termination of the MMOA, in whole or in part, whereby pursuant to the MMOA the CITY is required to remove such Improvements, BAHIA MAR shall remove all or any part of the Improvements in accordance with the terms and conditions of the MMOA, and BAHIA MAR shall restore any damage to the right of way and any impacted public utilities caused by such removal to conditions acceptable to the

FDOT. Such removal and restoration shall be at BAHIA MAR's sole cost and expense. In the event BAHIA MAR fails to begin to remove all or any part of the Improvements in accordance with the MMOA within thirty (30) days after written demand by the FDOT or the CITY to BAHIA MAR, as such time may be extended for a reasonable period of time if BAHIA MAR commences such removal (including hiring an architect or contractor to prepare any plans required to pull any permit and/or obtain any approvals from either the CITY or the FDOT and including the time to obtain such permit or approval) and is proceeding diligently to complete such demolition and removal, the CITY is hereby authorized to remove such Improvements that are required to be removed under the MMOA, restore the A1A right of way and any public utilities located therein to conditions acceptable to the FDOT (but only to the extent damaged by such removal of the Improvements), BAHIA MAR shall promptly reimburse the CITY within ten (10) days of written demand, together with reasonably supporting documentation of the reasonable costs incurred by the CITY associated with the removal and restoration thereof.

**9. Event of Default; Remedy.** In the event BAHIA MAR fails to perform or violates any of the terms or conditions of this Agreement, the CITY shall notify BAHIA MAR of the specific failure or violation of this Agreement or the MMOA in writing and BAHIA MAR shall thereafter have a period of thirty (30) days to cure any such failure or violation to the CITY'S reasonable satisfaction, provided as to non-monetary breach, the cure period shall be extended for a reasonable period of time to permit completion of such cure if BAHIA MAR commences such cure (including hiring an architect or contractor to prepare any plans required to pull any permit and/or obtain any approvals from either the CITY or the FDOT and including the time to obtain such permit or approval) within such thirty (30) day period and proceeds diligently to complete such cure (an "Event of Default"). Upon the occurrence of an Event of Default until such Event of Default is cured, the CITY shall have the right (1) to take any equitable action to enforce the terms and conditions of the MMOA or this Agreement, it being stipulated by the parties that since the MMOA and this Agreement deal with the right to use public easements and rights-of-way of the FDOT used for a governmental purpose, a violation or breach by BAHIA MAR of any term or condition of the MMOA or this Agreement not cured within the cure period, constitutes an irreparable injury to the public and the CITY for which there is no adequate remedy at law, or (2) take such curative action that was required to be taken by BAHIA MAR under the MMOA or this Agreement and the cost and expense incurred in the CITY's curative actions shall be passed on to and owed by BAHIA MAR, in which case BAHIA MAR shall be liable for payment to the CITY for all reasonable and necessary costs and expenses incurred by the CITY in connection with the performance of the action or actions associated with curing such Event of Default by BAHIA MAR and BAHIA MAR shall reimburse the CITY within thirty (30) days following written demand (together with supporting documentation of the costs incurred by the CITY associated with such demand for payment) for payment thereof. Interest shall begin to accrue on the unpaid amount of BAHIA MAR's obligations to the CITY thirty (30) days after the CITY sends the written demand for payment to BAHIA MAR, at a rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute between the CITY and BAHIA MAR arises as to the need for, or amount due to the CITY for, repairs or maintenance undertaken by the CITY in accordance with the MMOA or this Agreement, and such dispute is not resolved within thirty days (30) days after the date that the CITY makes the written demand (together with supporting documentation of the costs incurred by the CITY associated with such demand for payment) for payment, BAHIA MAR shall pay to the CITY the undisputed amount and shall be responsible for the balance of such sums to the extent determined to be due.

The CITY shall have all other rights and remedies granted to it at law or in equity for BAHIA MAR's failure to pay the monies owed by BAHIA MAR to the CITY as provided in this Agreement. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy, provided no Party shall be liable for consequential or punitive damages.

**10. Emergencies.** If an emergency situation arises with respect to the MMOA or this Agreement with respect to the CITY's and BAHIA MAR's obligation to each other under this Agreement which presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and email notice to BAHIA MAR's Contact Person. If actual notice of the emergency is given to BAHIA MAR and BAHIA MAR shall thereafter fail to take timely action to correct the emergency situation, then, to the extent the continuance of the emergency situation would pose an imminent threat to health or safety to Persons or property, the CITY may undertake such limited actions as are necessary to eliminate the emergency; and the CITY shall be entitled to recover its reasonable costs of cure to resolve the emergency from BAHIA MAR in accordance with provisions hereof. For the purposes of this Paragraph, BAHIA MAR's Contact Person shall be James D. Tate, telephone number (305) 987-2773, and e-mail address: jimmy@tatecapital.com. In the event BAHIA MAR's Contact Person or any other information pertaining to BAHIA MAR's Contact Person shall change, such change shall be provided in writing per Section 11 below.

**11. Damage to Public Property.** In the event the use, operation, maintenance, repair, construction, demolition, painting, or reconstruction of the Bridge caused by the wrongful acts or failure to act of BAHIA MAR pursuant to this Agreement that causes any damage to any other public property, then BAHIA MAR shall be responsible for the reasonable cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

**12. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the Parties by the other, or either of the Parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the MMOA, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary, notice shall be sent as provided in subsection (b) below.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder (i) upon receipt if by hand delivery, (ii) (2) business days after deposit with the United States mail, postage prepaid, (iii) one (1) business day after being sent by overnight courier service such as Federal Express or similar carrier shall be utilized, if available, or (iv) upon delivery if sent by electronic mail (i.e., email).

AS TO CITY:

Christopher J. Lagerbloom, ICMA-CM  
City Manager  
City Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Email: Clagerbloom@fortlauderdale.gov  
Telephone: 954-828-5959

With a copy to:

Alain Boileau, Esq.  
City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Email: Aboileau@fortlauderdale.gov  
Telephone: 954-828-5940

With a copy to:

Benjamin Rogers  
Director of the Transportation and Mobility  
City of Fort Lauderdale  
290 NE 3rd Ave,  
Fort Lauderdale, FL 33301  
Email: Brogers@fortlauderdale.gov  
Telephone: 954-828-4354

AS TO BAHIA MAR:

Rahn Bahia Mar Walkway LLC  
ATTN: James D. Tate, President  
1175 N.E. 125<sup>th</sup> Street, Suite 102  
North Miami, FL 33161  
Email: jimmy@tatecapital.com  
Telephone: (305) 891-1107 x 202

With a copy to:

Greenspoon Marder LLP  
ATTN: Barry E. Somerstein, Esq.  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 333014  
Email: barry.somerstein@gmlaw.com  
Telephone: (954) 527-2405

AS TO RAHN:

Rahn Bahia Mar L.L.C.  
ATTN: James D. Tate, President  
1175 N.E. 125<sup>th</sup> Street, Suite 102  
North Miami, FL 33161  
Email: jimmy@tatecapital.com  
Telephone: (305) 891-1107 x 202



With a copy to:

Greenspoon Marder LLP  
ATTN: Barry E. Somerstein, Esq.  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 333014  
Email: barry.somerstein@gmlaw.com  
Telephone: (954) 527-2405

Any Party may change such information for notices by delivering such notice to the other Party as set forth herein.

(c) As to activities under Section 10, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Section 10 as long as such notice is followed up within two (2) Days of such emergency with written notice as provided in subsection (b) above.

**13. Independent Contractor.** As between the CITY, RAHN, and BAHIA MAR, RAHN and BAHIA MAR are independent contractors under this Agreement. In providing such services, neither BAHIA MAR nor RAHN nor their agents shall act as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. Except as set forth in this Agreement with respect to the MMOA, the CITY does not extend to BAHIA MAR, RAHN, or their respective agents any authority of any kind to bind the CITY in any respect whatsoever.

**14. Joint Preparation.** Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

**15. Interpretation of Agreement; Severability.** If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Agreement is to be construed as a separate and independent covenant of the Party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**16. Successors.** This Agreement shall be binding on and inure to the benefit of the Parties, their successors and assigns. It is intended that this Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person or entity having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

**17. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable and the CITY agrees to assert its sovereign immunity in any claim made against the CITY by the FDOT or other third party with respect to the MMOA or this Agreement.

**18. Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**19. Non-Discrimination.** Neither BAHIA MAR nor RAHN shall discriminate against any Person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**20. Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records to the extent applicable to such Party. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes to the extent applicable to such Party, and any resultant award of attorney's fees for non-compliance with that law.

**21. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**22. Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**23. Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Agreement, the CITY and BAHIA MAR hereby expressly waive any rights either party may have to a trial by jury**

**of any civil litigation related to the MMOA and/or this Agreement or any acts or omissions in relation thereto.**

**24. Recording.** This Agreement shall not be recorded in the Public Records of Broward County, but the Easement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by BAHIA MAR. BAHIA MAR shall record the Easement and a copy of the recorded Easement shall be provided to the CITY and filed with the CITY Clerk's Office.

**25. Term.** This Agreement shall continue in full force and effect until such time as (i) the MMOA is terminated or becomes null and void; (ii) the Lease is terminated; (iii) this Agreement is terminated by operation of law or in accordance with the terms of the MMOA; (iv) this Agreement is terminated by a court order; or (v) this Agreement is terminated by mutual agreement between the Parties and no obligations lying hereunder survive such termination.

**26. Prevailing Party.** In the event of any litigation with respect to this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorney fees and costs, through all local and appellate levels.

**27. Police Power.** Nothing herein shall be construed as a waiver of the CITY'S police power. BAHIA MAR shall comply with the CITY'S codes, ordinances and regulations with respect to installation of the Improvements. BAHIA MAR shall construct, operate, and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Bridge. The CITY hereby confirms that the Bridge and the Improvements comply with all applicable zoning requirements as of the Effective Date.

**28. Guaranty.** For good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, RAHN hereby guarantees to the CITY the full and timely payment of all monetary obligations owed by BAHIA MAR to the CITY not cured within the applicable cure period as set forth in this Agreement ("Monetary Event of Default"). In the event of a Monetary Event of Default, RAHN agrees to pay such sums evidenced by such Monetary Event of Default to the CITY within ten (10) business days after written demand from the CITY to RAHN specifying the amount owed pursuant to such Monetary Event of Default along with reasonable documentation supporting such unpaid monetary obligations.

RAHN hereby represents and warrants unto to the CITY that RAHN will derive substantial benefit, directly or indirectly, from the CITY entering into this Agreement with BAHIA MAR and that both RAHN and BAHIA MAR are duly authorized to execute and perform their respective obligations under this Agreement.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned do hereby warrant that they are authorized to enter into this Agreement by RAHN BAHIA MAR WALKWAY LLC, RAHN BAHIA MAR, LLC, and the CITY OF FORT LAUDERDALE.

Witnesses:

**BAHIA MAR:**

**RAHN BAHIA WALKWAY LLC**, a Florida limited liability company

\_\_\_\_\_  
(Witness #1 Signature)

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

\_\_\_\_\_  
(Print Name)

Print:

Title:

\_\_\_\_\_  
(Witness #2 Signature)

\_\_\_\_\_  
(Print Name)

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of RAHN BAHIA MAR WALKWAY LLC, a Florida limited liability company.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

(CORPORATE SEAL)

**AS TO CITY:**

**CITY OF FORT LAUDERDALE**

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

Christopher J. Lagerbloom, ICMA-CM  
City Manager

**ATTEST:**

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

Approved as to form:  
Alain Boileau, City Attorney

\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Christopher J. Lagerbloom**, Manager of City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_

The undersigned joins in this Agreement to guaranty to the CITY the payment of all monies owed by Rahn Bahia Mar Walkway LLC as provided in Section 27 of this Agreement.

Witnesses:

**RAHN:**

**RAHN BAHIA MAR, L.L.C.**, a Delaware limited liability company

\_\_\_\_\_  
(Witness #1 Signature)

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

\_\_\_\_\_  
(Print Name)

Print:

Title:

\_\_\_\_\_  
(Witness #2 Signature)

\_\_\_\_\_  
(Print Name)

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of RAHN BAHIA MAR, L.L.C., a Delaware limited liability company.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## **Exhibit A**

### **Legal Description of the Bridge**

BAHIA MAR shall provide the CITY with the legal description of the Bridge, which legal shall be subject to the written approval of the CITY, which approval of the CITY will not be unreasonably withheld or delayed. Such legal description is intended to be in the area of the existing pedestrian bridge extending from the west side of A1A, across A1A, across the CITY's property on the east side of A1A, to its terminus in the sand of Fort Lauderdale Beach, Florida due east from the eastern terminus of the walkway on the Premises.

Upon the CITY'S approval of such exhibit, the same shall be deemed attached to this Agreement as Exhibit "A".



**Exhibit B**

**State of Florida Department of Transportation  
MMOA Agreement**

SECTION NO.: 86180  
PERMIT NO.: 2020-C-491-00002  
COUNTY: BROWARD  
S.R. No.: A1A  
AGREEMENT NO.: 20200414-1

**DISTRICT FOUR  
MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the **DEPARTMENT**, and **City of Fort Lauderdale**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road A1A (South of Seabreeze Blvd. merge), Section 86180 at (M.P.) 2.527 and which is described in “**EXHIBIT A**” (Project Location, Description and Location Map); and

**WHEREAS**, the **AGENCY** seeks to reconstruct and repair the Bahia Mar Pedestrian Bridge, hereinafter called “**IMPROVEMENTS**” as specified in the **PLANS** as described in **EXHIBIT B** and have maintained by the **AGENCY** certain highway and pedestrian **IMPROVEMENTS**; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road A1A (South of Seabreeze Blvd. merge), Section 86180 at (M.P.) 2.527 (within the limits of the **AGENCY**); and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain certain elements reconstructed and repaired under **Permit No.: 2020-C-491-00002**, within the **DEPARTMENT** right of way of State Road A1A (South of Seabreeze Blvd. merge), Section 86180 at (M.P.) 2.527, as detailed within **EXHIBIT A** (Project Location, Description and Location Map); and

**WHEREAS**, the Project involves the scope of work as described within **EXHIBIT A** (Project Location, Description and Location Map), **EXHIBIT B** (Plans), **EXHIBIT C** (Maintenance Plan Requirements) and **EXHIBIT D** (Maintenance Elements) which will benefit the **AGENCY**; and

**WHEREAS**, under **Permit 2020-C-491-00002**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the above referenced **IMPROVEMENTS** and shall secure such obligations with a “**Cash Deposit**” of forty eight thousand, six hundred thirty one dollars, and thirty-five cents (\$48,631.35) to be held in perpetuity, which shall be in the form of a cashier’s check; and

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

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**WHEREAS**, the **AGENCY** by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. **INSTALLATION OF FACILITIES**

A. The **DEPARTMENT** has issued **Permit Number 2020-C-491-00002** to the **AGENCY** to install the **IMPROVEMENTS** along State Road A1A (South of Seabreeze Blvd. merge), Section 86180 at (M.P.) 2.527, as detailed within **EXHIBIT A** (Project Location, Description and Location Map) and **EXHIBIT B** (Plans) which will benefit the **AGENCY**. The **AGENCY** has agreed to install the **IMPROVEMENTS**.

1. All activities including **IMPROVEMENTS** installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Traffic Control through Work Zones.
2. The most current edition of FDOT Standard Plans (Sight Distance at Intersections) must be adhered to.
3. Lateral Offsets as specified in the FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4 must be adhered to.
4. **IMPROVEMENTS** shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.).
5. The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Fort Lauderdale, Fl. 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the **IMPROVEMENTS**.
6. If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement **AGENCY** within whose jurisdiction such road is located prior to

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commencing work on the **IMPROVEMENTS**. The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in sub-Paragraph (5)) shall also be notified.

7. The **AGENCY** shall be responsible to clear all utilities within the **IMPROVEMENT** limits before construction commences.

### 3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain certain **IMPROVEMENTS** to be installed under **Permit Number 2020-C-491-00002**. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all said architectural elements as described in **EXHIBIT A** (Project Location, Description and Location Map) within the limits of construction within the **DEPARTMENT'S** Right-of-Way. Maintenance shall be as indicated below and in accordance with **EXHIBIT C** (Maintenance Requirements) and **EXHIBIT D** (Maintenance Elements).

1. The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
2. The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **EXHIBIT A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to ADA, as currently enacted or may be amended from time to time.
3. The **AGENCY** shall maintain the façade and aesthetics of the **IMPROVEMENTS** and shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. Graffiti shall be removed in a timely manner. The **IMPROVEMENTS** shall be free of pest such as stinging insects, rodents, vermin, including removal of nests as needed.

B. The **AGENCY** shall maintain the **IMPROVEMENTS** within the **FDOT** Right-of-way as listed below:

1. Keep bridge walking surface free of sand and debris, daily.
2. Touch-up painted surfaces, weekly.

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3. Pressure wash bridge walking surface; maintain or repair as necessary, quarterly.
  4. Flush bridge drains, quarterly.
  5. Check deck joints for leakage and replace seals where needed, as needed.
  6. Visually inspect entire bridge including protective fencing for signs of rust and corrosion, as well as concrete spalling; maintain or repair as necessary, quarterly.
  7. Structural inspection of bridge by a Professional Engineer (PE); take appropriate actions as necessary. Bi-annually for first six (6) years, then annually thereafter unless PE recommends otherwise (more or less frequently).
- C. Upon receipt of any FDOT inspection report, take appropriate actions as necessary. The **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD) and (f) other provisional documents referenced herein.
- D. If it becomes necessary to provide utilities (water/electricity) to these **IMPROVEMENTS**, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.
- E. The **AGENCY** shall be directly responsible for impact and connection AND The **AGENCY** shall become responsible for the above named ongoing utility costs.
- F. The above named functions, to be performed by the **AGENCY** and may be subject to periodic inspections by the **DEPARTMENT**, at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
- G. Any work impacting traffic flow on SR-A1A or adjacent roadways or ramps must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for

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approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

Subject to the provisions of Section 4.F., if, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established in this **AGREEMENT** or any part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the City of Fort Lauderdale, to place the **AGENCY** on notice regarding its maintenance deficiencies or other default in its obligations under this **AGREEMENT**. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiencies or defaults; provided, however, if the **AGENCY** commences to cure within such sixty (60) days and proceeding with diligence as determined by the **DEPARTMENT** to complete such cure breach, then the cure period shall be extended for a reasonable period of time in order to correct such breach. If said deficiencies or defaults are not corrected within such time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- A. The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- B. The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- C. The **DEPARTMENT** may demolish the incomplete installation, or part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for the cost of such work. The actual cost for such work will be charged to the **AGENCY**.
- D. The **DEPARTMENT** may maintain the **IMPROVEMENTS** or a part thereof, with **DEPARTMENT** or its' Contractor's personnel and invoice the **AGENCY** for expenses incurred.
- E. The **DEPARTMENT** may terminate the **AGREEMENT** in accordance Section 12 sub A of this **AGREEMENT**, and remove, by **DEPARTMENT** or private contractor's personnel, all of the **IMPROVEMENTS** installed under this

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Agreement or any preceding Agreements and invoice the **AGENCY** the reasonable cost of such removal if the **AGENCY** does not cure such breach within the cure period referred to above.

- F. In the case of an emergency requiring immediate response, the **DEPARTMENT** will endeavor to promptly notify the **AGENCY**. If, however, the **AGENCY** is not able to be notified or cannot respond to the emergency in a timely manner in light of the emergency, then the **DEPARTMENT** may perform the emergency maintenance work and the **AGENCY** shall pay all costs thereof within thirty (30) days of receipt of the invoice.
- G. If there is no standard equivalent item, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- H. At the discretion of the **DEPARTMENT**, the **DEPARTMENT** may terminate the **AGREEMENT** in accordance with Section 12 sub A of the **AGREEMENT** and remove within the limits of the **DEPARTMENT'S** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel, all of the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.
- I. If at any time Maintenance is not being performed, or should the structure be deemed unsafe by the **DEPARTMENT**, the **DEPARTMENT** may close the pedestrian bridge within the SR A1A Right-of-way.

5. **RIGHT OF ENTRY:**

This **AGREEMENT** shall constitute a right-of-entry on the **AGENCY's** subject property for the above stated purposes or to perform any function as provided for in this **AGREEMENT**. From the Effective Date of this **AGREEMENT** the **DEPARTMENT**, including its agents and assigns, shall have the right to enter the **AGENCY's** Property for the following purposes: (1) observing and inspecting the **IMPROVEMENTS**; (2) removing the **IMPROVEMENTS** and (3) otherwise performing activities relating to this **AGREEMENT**.

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6. INSPECTION:

The **AGENCY** at its own expense and by permit (Construction Agreement) shall install the **IMPROVEMENTS** described in **EXHIBIT B** (Plans). Before final acceptance of the **IMPROVEMENTS**, the **DEPARTMENT** shall inspect the **IMPROVEMENTS**. The **DEPARTMENT** may approve the **IMPROVEMENTS** provided they comply with the Construction Agreement.

7. CASH DEPOSIT:

Throughout the term of this **AGREEMENT**, the **AGENCY** shall maintain a **CASH DEPOSIT** of forty eight thousand, six hundred thirty one dollars, and thirty-five cents (\$48,631.35) to secure any obligations of the **AGENCY** under this agreement, including, but not limited to, costs of construction, operation maintenance, repair, relocation, adjustment, or removal of the improvement. Interest earnings on the Cash Deposit shall accrue to the **DEPARTMENT**. In the event that **AGENCY** fails to comply with the terms and conditions of this **AGREEMENT**, the **DEPARTMENT** may recover such sums from the **AGENCY** as are necessary in order to cure the breach, by applying the Cash Deposit. The Cash Deposit shall be held in perpetuity and will not be released until **IMPROVEMENTS** are removed and the area is restored to a condition acceptable to the **DEPARTMENT**. At any time if the Cash Deposit is depleted, the **AGENCY** shall be required to replenish the Cash Deposit in accordance with the estimate that is reasonable as of the date of the Cash Deposit replenishment to be held in perpetuity.

8. REVIEW OF IMPROVEMENTS RELATED TO CASH DEPOSIT:

This **AGREEMENT** to maintain the **IMPROVEMENTS** shall be reviewable every ten years from the date of the permit (Construction Agreement). The terms and conditions of the permit (Construction Agreement), this **AGREEMENT** and the amount of the Cash Deposit shall be the subject of such review with an examination of whether modifications are required to meet changing conditions. Subjects of such review will include, but not be limited to, insurance coverage and security for the operation; maintenance of the **IMPROVEMENTS**; and environmental considerations. Any such modifications shall be within the sole discretion of the **DEPARTMENT** and shall be incorporated within a revised permit issued by the **DEPARTMENT**. This agreement in no way limits the **DEPARTMENT'S** rights under the permit (Construction Agreement) including, but not limited to, the right to revoke the permit (Construction Agreement).

9. EMINENT DOMAIN:

A. The construction of the **IMPROVEMENT** does not create or vest any property rights in the **AGENCY**, successor or assigns. The **AGENCY** acknowledges and agrees that its relationship with the **DEPARTMENT** is one of permitor and permittee and no other relationship either express or implied shall be deemed to



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apply to the parties under this **AGREEMENT** or the Construction Agreement to be entered into. Revocation of the permit (Construction Agreement) for any cause shall not be deemed a taking under eminent domain or other law so as to entitle the **AGENCY** to compensation for any interest suffered or lost as a result of the permit or this **AGREEMENT**, including any other facts or circumstances arising out of or in connection with the agreement or the permit herein referenced.

- B. **AGENCY** hereby waives and relinquishes any legal rights and monetary claims, if any, which it might claim for compensation or damages of any sort, including special damages, severance damages removal costs or loss of business profits, resulting from the **AGENCY'S** loss of use of the permitted **IMPROVEMENTS** as provided in this **AGREEMENT**. **AGENCY** also hereby waives and relinquishes any legal rights and monetary claims, if any, which it might have for full compensation or damages of any sort as set out above, as a result of **AGENCY's** loss of use of the **IMPROVEMENTS** (on the **DEPARTMENT** right-of-way or adjacent property to the extent necessary to safely remove the **IMPROVEMENTS**) or removal of the **IMPROVEMENTS** as the result of the termination of such rights as set forth in this **AGREEMENT**. This waiver and relinquishment applies whether or not this **AGREEMENT** and the referenced permit (Construction Agreement) are still in existence on the date of the termination of this **AGREEMENT** as provided by its terms. It is the intent of the parties that neither **AGENCY** or its tenants is waiving any rights under law as to the condemnation of their respective property located outside the A1A right of way, but no claim shall be made for a condemnation award for damages due to the termination of the right to use the **IMPROVEMENTS** or removal of the **IMPROVEMENTS** as set forth in this **AGREEMENT**.
- C. The **DEPARTMENT** shall have the right to enter upon the **AGENCY's** property to perform any functions as provided for in this **AGREEMENT**. It is expressly stipulated that this **AGREEMENT** is a license for permissive use only and that the placing of facilities upon public property pursuant to this **AGREEMENT** shall not operate to create or vest any property right in said **AGENCY**. It is covenanted and agreed by and between the parties that this **AGREEMENT** shall form a part of the permit issued by the **DEPARTMENT** to the **AGENCY**, and the permit (Construction Agreement) shall form a part of this **AGREEMENT**.

10. **INDEMNIFICATION:**

The **AGENCY** shall have any Contractor or Lessee of the adjacent property indemnify the **DEPARTMENT** from any and all claims, suits, liabilities, loss or damage the **DEPARTMENT** may suffer as a result of improvements, construction, maintenance and operations.

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11. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given one hundred eighty (180) calendar days' notice to remove, relocate or adjust said **IMPROVEMENTS** after which time the **DEPARTMENT** may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these **IMPROVEMENTS** are the maintaining **AGENCY's** responsibility. Additionally, the **DEPARTMENT** may, if it determines it necessary, require the **AGENCY** to cause the removal of the subject improvement if the **AGENCY** fails to complete construction, maintain, operate or repair the structure in accordance with the terms of this **AGREEMENT** or the Permit (Construction Agreement) related hereto

12. **AGREEMENT TERMINATION**

- A. This **AGREEMENT** may be terminated under any one (1) of the following conditions:
1. If there is a default not cured within the cure period set forth in Section 4, then the **DEPARTMENT** may terminate this **AGREEMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT** after ten (10) days' after written notice thereof. Thereafter, the **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
  2. By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
  3. By the **DEPARTMENT** with a six (6) month written notice.

13. **AGREEMENT TERM**

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect until removal of **IMPROVEMENTS**.

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14. **LIABILITY AND INSURANCE REQUIREMENTS**

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
1. **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
  2. **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
  3. Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.
  4. Nothing contained herein or in any instruments executed pursuant to this **AGREEMENT** shall be construed as a waiver or attempted waiver of any

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immunity from, or limitation of, liability the **DEPARTMENT** or **AGENCY** has under the

Doctrine of Sovereign Immunity as it presently exists in the Florida Constitution and Section 768.28 Florida Statutes. Nothing in this **AGREEMENT** shall be construed as consent by the **DEPARTMENT** or **AGENCY** to be sued by third parties in any matter whether arising out of this **AGREEMENT** or anything else whatsoever.

15. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- A. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** during the term of the contract; and
- B. Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

16. ENTIRE AGREEMENT

This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Construction Agreement, Permit No.: 2020-C-491-00002.

17. FISCAL PROVISION

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

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18. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof. Should the **AGENCY** disagree with the **DEPARTMENT'S** District Secretary's decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this **AGREEMENT**.

19. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**. Although this **AGREEMENT** is between the **DEPARTMENT** and the **AGENCY** the **DEPARTMENT** consents to the **AGENCY** having third parties perform its obligations under this **AGREEMENT**.

20. LAWS GOVERNING

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

21. NOTICES

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

If to the **DEPARTMENT**:

State of Florida Department of Transportation  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421  
District Maintenance Engineer

If to the **AGENCY**:

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301  
Title: City Manager

**SECTION NO.: 86180**  
**PERMIT NO.: 2020-C-491-00002**  
**COUNTY: BROWARD**  
**S.R. No.: A1A**  
**AGREEMENT NO.: 20200414-1**

22. LIST OF EXHIBITS

EXHIBIT A: Project Location, Description and Location Map

EXHIBIT B: Plans

EXHIBIT C: Maintenance Plan Requirements

EXHIBIT D: Maintenance Elements

**SECTION NO.: 86180**  
**PERMIT NO.: 2020-C-491-00002**  
**COUNTY: BROWARD**  
**S.R. No.: A1A**  
**AGREEMENT NO.: 20200414-1**

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

**AGENCY**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher J. Lagerbloom, City Manager

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Alain Boileau, City Attorney

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

**SECTION NO.: 86180**  
**PERMIT NO.: 2020-C-491-00002**  
**COUNTY: BROWARD**  
**S.R. No.: A1A**  
**AGREEMENT NO.: 20200414-1**

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

DEPARTMENT:

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Executive Secretary  
Operations (SEAL)

Sign: \_\_\_\_\_  
Paul A. Lampley, P.E., Director of

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

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

Approval as to Form:

Sign: \_\_\_\_\_  
Dawn Raduano, District General Counsel

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

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



SECTION NO.: 86180  
PERMIT NO.: 2020-C-491-00002  
COUNTY: BROWARD  
S.R. No.: A1A  
AGREEMENT NO.: 20200414-1

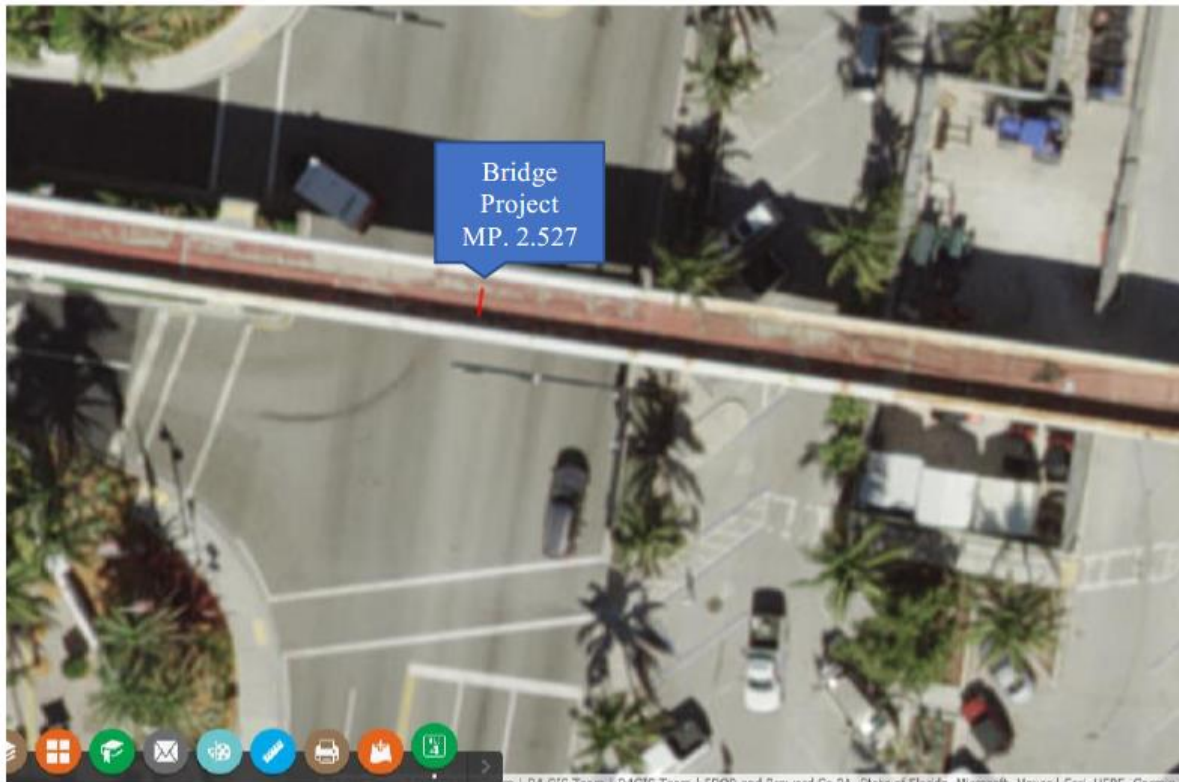
## EXHIBIT A

### PROJECT LOCATION, DESCRIPTION AND LOCATION MAP

#### Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located within the City of Fort Lauderdale, in Broward County, Florida along State Road A1A (South of Seabreeze Blvd. merge), Section 86180 at (M.P.) 2.527.

#### Project Aerial



**SECTION NO.:** 86180  
**PERMIT NO.:** 2020-C-491-00002  
**COUNTY:** BROWARD  
**S.R. No.:** A1A  
**AGREEMENT NO.:** 20200414-1

**EXHIBIT B**

**PLANS (ATTACHED)**

Plans prepared by Marcus O. Unterweger, MUE Engineers, Inc., dated January 10, 2020 as approved by the **DEPARTMENT**.

Sheets Included:

PDF NO.	SHEET NO.	SHEET DESCRIPTION
15	S-0	STRUCTURAL NOTES
16	S-1	TYPICAL DETAILS
17	S-2	WALKWAY DEMOLITION PLAN
18	S-2.01	WALKWAY REPAIR PLAN
19	S-3	SECTIONS AND DETAILS
20	S-3.01	SECTIONS AND DETAILS
21	S-4	SCHEDULES
22	S-5	3D VIEW

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STRUCTURAL NOTES

- ELECTRONIC VERSIONS OF STRUCTURAL DRAWINGS ARE THE SOLE, COPYRIGHTED PROPERTY OF MUENGINERS, INC.
- ELECTRONIC VERSIONS OF DRAWINGS ARE NOT TO BE USED OR TRANSFERRED WITHOUT THE EXPRESS WRITTEN PERMISSION OF MUENGINERS, INC.

GENERAL

- ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
- DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONAL INFORMATION.
- NOTES, TYPICAL DETAILS AND CALCULATIONS SHALL BE PART OF THE WORK. UNLESS OTHERWISE NOTED, FOR CONDITIONS NOT SPECIFICALLY SHOWN, PROVIDE DETAILS OF A SIMILARITY BY SUBMITTING SHOP DRAWINGS FOR REVIEW.
- AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONDITIONS OF THE JOBSITE INCLUDING SAFETY AND PROSECUTION. MUENGINERS PRESERVES THE RIGHT TO SUSPEND OR STOP THE WORK AT ANY TIME IF THE CONTRACTOR'S MEANS OR METHODS OF CONSTRUCTION, INCLUDING BRACING AND SHORING, ARE INADEQUATE OR INADEQUATE TO THE SAFETY OF THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE ENTIRETY OF ADJACENT STREETS, BUILDINGS AND ALL OTHER STRUCTURES.
- THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE STRUCTURE IS COMPLETE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE DIRECTION, PROCEDURES AND SEQUENCE TO INSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING CONSTRUCTION. THIS INCLUDES THE ADDITION OF NECESSARY BRACING, SHEETING, TEMPORARY BRACING, GUTS OR TIEBACKS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR NOTING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR ANY MEANS AND METHODS OF CONSTRUCTION OR FOR ANY RELATED SAFETY PRECAUTIONS OR PROGRAMS.

DESIGN LOADS

- THE REPAIRS AND MODIFICATIONS TO THE EXISTING BRIDGE STRUCTURE HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE AND APPLICABLE REPAIR STANDARDS.
- ALL VERTICAL ELEMENTS LOCATED ALONG ACCESSIBLE FLOOR AREA AND SEPARATING SLABS PLACED AT DIFFERENT ELEVATIONS WHEN POSITIONED WITHIN 4' FROM FINISHED FLOOR FINISH SHALL, IN ADDITION TO ALL OTHER APPLICABLE LOADS, BE DESIGNED AS A GUARDRAIL FOLLOWING GUIDELINES OF THE FLORIDA BUILDING CODE.
- THE FOLLOWING SUPERIMPOSED LOADS HAVE BEEN UTILIZED:

- BRIDGE DECK**
  - LIVE LOAD 100 psf
  - SUPERIMPOSED DEAD LOAD (ALLOWANCE FOR MECHANICAL, ELECTRICAL, PLUMBING ETC.) 5 psf
- WIND**
  - ASCE 7-16 BROWARD COUNTY RISK CATEGORY III
  - WIND DESIGN WIND SPEED (MPH) 120 (2-SECOND GUST)
  - NORMAL DESIGN WIND SPEED (MPH) 120 (2-SECOND GUST)
  - EXPOSURE B

SHOP DRAWING REVIEW

- SHOP DRAWINGS SHALL BE SUBMITTED IN ELECTRONIC PDF FORMAT ONLY.
- SHOP DRAWINGS SHALL BE SUBMITTED VIA EMAIL TO: [info@muenginers.com](mailto:info@muenginers.com)
- PRINTED PAPER COPIES WILL NOT BE REVIEWED AND RETURNED WITHOUT MUENGINERS REVIEW.
- SHOP DRAWING SUBMITTALS ARE REQUIRED FOR ALL FRAMING SHOWN ON DRAWINGS INCLUDING REPAIRS TO CONCRETE, STEEL, BRACING, CONCRETE AND MASONRY REINFORCING, STRUCTURAL STEEL, CONNECTIONS, STEEL DECK, LIGHT GAUGE FRAMING, WOOD ROOF, TRUSS FRAMING.
- ELECTRONIC VERSIONS OF STRUCTURAL DRAWINGS ARE THE SOLE, COPYRIGHTED PROPERTY OF MUENGINERS, INC. ELECTRONIC VERSIONS OF DRAWINGS ARE NOT TO BE USED OR TRANSFERRED WITHOUT THE EXPRESS WRITTEN PERMISSION OF MUENGINERS, INC. USERS WILL SIGN A RELEASE.
- SHOP DRAWINGS SHALL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, CONSTRUCTION METHODS, DIMENSIONING, OTHER TRADE REQUIREMENTS ETC. PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER. DRAWINGS WITHOUT CONTRACTORS APPROVAL, STATE AND WHICH HAVE NOT BEEN REVIEWED BY THE CONTRACTOR WILL BE RETURNED TO MUENGINERS REVIEW.
- MUENGINERS RESERVES A TWO WEEK SHOP DRAWING REVIEW TIME (FROM THE DATE OF RECEIPT).
- IN CASES OF A CONFLICT, INFORMATION PRESENTED ON STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THAT WITHIN SHOP DRAWINGS, UNLESS SPECIFICALLY NOTED BY MUENGINERS IN WRITING.
- DURING THE PROCESS OF A CURSORY REVIEW, MUENGINERS ASSUMES NO RESPONSIBILITY FOR DIMENSIONS, QUANTITIES, ERRORS OR OMISSIONS, ANY ERRORS OR OMISSIONS IRRESPECTIVE OF MUENGINERS' COMMENTS OR DURATION OF THE REVIEW SHALL BE THE RESPONSIBILITY OF AND MUST BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL SERVICE CHARGE EVEN IF SUCH WORK HAS COME IN ACCORDANCE WITH THE SUBMITTAL. COMMENTS AND ADDITIONS MADE ON RE-SUBMITTALS SHALL BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. REVIEW WILL BE LIMITED TO THE FLAGGED AND NOTED ITEMS CAUSING THE SUBMITTAL.

SHOP DRAWINGS FOR SPECIALTY ENGINEERED PRODUCTS

- SHOP DRAWINGS SHALL BE SUBMITTED IN ELECTRONIC PDF FORMAT ONLY.
- SHOP DRAWINGS SHALL BE SUBMITTED VIA EMAIL TO: [info@muenginers.com](mailto:info@muenginers.com)
- PRINTED PAPER COPIES WILL NOT BE REVIEWED AND RETURNED WITHOUT MUENGINERS REVIEW.
- THE FOLLOWING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE FABRICATION AND Erection DRAWINGS PREPARED BY A DELEGATED ENGINEER, SUPERVISION AND CONTROL OF THE DELEGATED ENGINEER.
- SHOP DRAWINGS AND CALCULATIONS REQUIRE THE SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER.
- DRAWINGS PREPARED SOLELY TO SERVE AS A GUIDE FOR FABRICATION AND INSTALLATION (SUCH AS REINFORCING STEEL, SHOP DRAWINGS OR STRUCTURAL STEEL, Erection DRAWINGS) AND REQUIRING NO ENGINEERING DO NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.
- CATALOG INFORMATION ON STANDARD PRODUCTS DOES NOT REQUIRE THE SEAL OF A DELEGATED ENGINEER.
- REVIEW OF SUBMITTALS BY MUENGINERS IS LIMITED TO VERIFYING THE FOLLOWING:
  - THAT THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN PROVIDED.
  - THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE DELEGATED ENGINEER.
  - THAT THE DELEGATED ENGINEER HAS UNDERSTOOD THE DESIGN INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE).
  - ALL SUBMITTALS NOT MEETING THE ABOVE CRITERIA WILL NOT BE REVIEWED.

EXISTING STRUCTURE

- ALL EXISTING DIMENSIONS AND LOCATIONS OF EXISTING STRUCTURES INDICATED ON THE DRAWINGS SHALL BE VERIFIED BY FIELD MEASUREMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER AND ARCHITECT.
- DRAWINGS HAVE BEEN PREPARED BASED ON AVAILABLE KNOWLEDGE OF EXISTING CONDITIONS. IF, DURING DEMOLITION, EXCAVATION OR CONSTRUCTION, ACTUAL CONDITIONS ARE DISCOVERED TO DIFFER FROM THOSE INDICATED ON DRAWINGS, ENGINEER AND ARCHITECT SHALL BE NOTIFIED.
- WORK SHOWN ON THESE PLANS ASSUMES THAT THE ORIGINAL CONSTRUCTION WAS PERFORMED IN ACCORDANCE WITH THE ABOVE INDICATED ORIGINAL DRAWINGS INCLUDING, BUT NOT LIMITED TO, DIMENSIONS, ELEVATIONS, MEMBER SIZES, MATERIALS, DETAILS, ETC.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CONDITIONS RELATING TO THE EXISTING STRUCTURE AND TO NOTIFY THE

DEMOLITION

- ALL EXISTING AND REMAINING STRUCTURAL COMPONENTS SHALL BE X-RAYED AND ALL EXISTING REINFORCING AND PRESTRESSING CABLES SHALL BE LOCATED BEFORE DRILLING OR CUTTING INTO THEM.
- NO EXISTING REINFORCING OR PRESTRESSING CABLES SHALL BE CUT OR DAMAGED IN ANY WAY UNLESS EXPLICITLY INDICATED AND SPECIFICALLY CALLED OUT OTHERWISE ON THE DRAWINGS.
- NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS BEFORE PROCEEDING WITH SELECTIVE DEMOLITION.
- VERIFY ALL DIMENSIONS AGAINST EXISTING CONSTRUCTION PRIOR TO DEMOLITION.
- INFORMATION ON THESE PLANS REGARDING THE EXISTING STRUCTURE WAS OBTAINED FROM RECORD DRAWINGS, FIELD SURVEY AND INSPECTION. FIELD AS-BUILT CONDITIONS MAY VARY FROM WHAT IS INDICATED ON THE PLANS. ALL INFORMATION ON THESE PLANS REGARDING THE EXISTING STRUCTURE SHALL BE FIELD VERIFIED PRIOR TO DEMOLITION. FABRICATION AND INSTALLATION OF NEW BUILDING CONSTRUCTION SHALL NOT INCLUDE THE DISTANCE AND/OR SPACING INDICATED IN THE MANUFACTURERS' LITERATURE.
- ANCHORS SHALL BE FIELD VERIFIED PRIOR TO DEMOLITION. FABRICATION AND INSTALLATION OF NEW BUILDING CONSTRUCTION SHALL NOT INCLUDE THE DISTANCE AND/OR SPACING INDICATED IN THE MANUFACTURERS' LITERATURE.
- SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE LISTED BELOW, SHALL BE SUBMITTED TO THE ENGINEER WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER SHOWING THAT THE SUBSTITUTED PRODUCT WILL ACHIEVE AN EQUIVALENT CAPACITY USING THE APPROPRIATE DESIGN PROCEDURE REQUIRED BY THE BUILDING CODE.
- ACCEPTABLE PRODUCTS ARE:
  - ADHESIVE ANCHORS FOR ANCHORING INTO SOLID BASE MATERIAL.
  - SET EPXY WITH THE SETTING WITH RETROFIT BOLTS (RFB).
  - HT SET RODS BY RLT.
  - HT SET RODS.
  - ADHESIVE ANCHORS FOR ANCHORING INTO HOLLOW BASE MATERIAL.
  - CONTRACT ENGINEER OF RECORD.
- EXTRA STOCK:

- THE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST OF 2,000 POUNDS OF ADDITIONAL REINFORCING STEEL, INCLUDING FABRICATION, BENDING, FURNISHING AND INSTALLATION AS REQUIRED FOR USE AS DIRECTED BY THE DESIGN CONSULTANT. HIS AGENT OR BY THE OWNER'S CONTRACT SUPERVISOR.
- PRECAST / PRE-STRESSING CONCRETE**
  - FLOORS SHALL BE PRECAST CONCRETE HOLLOW-CORE SLAB DESIGNED IN ACCORDANCE WITH ACI 318 FOR THE SUPERIMPOSED LOAD LISTED ABOVE.
  - SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED FOR WORK AND SUBMITTED FOR REVIEW.
  - SHOP DRAWINGS SHALL BEAR THE SIGNATURE AND IMPRESSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER.
- STEEL**
  - THE CONFIGURATION OF THE RAILING SYSTEM SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
  - RAILING SYSTEM AND CONNECTIONS SHALL BE DESIGNED FOR APPLICABLE LOADS AS INDICATED ON THE PLANS AND IN THE LATEST EDITION OF THE FLORIDA BUILDING CODE.
  - THE LOADS SHALL BE CLEARLY INDICATED ON SHOP DRAWINGS.
  - SHOP DRAWINGS SHALL SHOW AND SPECIFY CONNECTIONS UTILIZED WITH THE RAILING SYSTEM AS WELL AS CONNECTIONS TO LOADS IMPOSED ON THE STRUCTURAL SYSTEM SHOWN ON THESE PLANS.
  - ENGINEERING RAILING SYSTEM AND CONNECTION OF SAME TO THIS STRUCTURE SHALL BE DESIGNED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
  - SHOP DRAWINGS SHALL BEAR THE SEAL AND THE SIGNATURE OF THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.

CONCRETE

- CONCRETE FORMWORK AND SHORING INCLUDING BUT NOT LIMITED TO CONCRETE SLABS AND BEAMS:
- DESIGN, Erection AND REPAIR OF ALL FORMWORK, SHORES AND SHORING SHALL MEET REQUIREMENTS SET FORTH IN ACI STANDARDS 308 AND 309.
- SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL ELATED STRUCTURAL COMPONENTS, INCLUDING BUT NOT LIMITED TO BEAMS AND SLABS, FOR REVIEW AND APPROVAL BY THE ARCHITECT/ENGINEER.
- SHOP DRAWINGS SHALL BEAR THE SIGNATURE AND IMPRESSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER.
- DRAWINGS SHALL CLEARLY INDICATE LOADS USED IN THE DESIGN AS WELL AS SEQUENCING AND TIMING RELATING TO ALL SHORING AND REINFORCING WORK.
- NO ELATED WORK SHALL BE ALLOWED TO PROCEED WITHOUT A PRIOR APPROVAL OF THE SOLE.
- UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS, FORMS SHALL NOT BE REMOVED FROM THE STRUCTURE UNTIL THE STRUCTURE IS MINIMUM OF TWO (2) THIRDS (CONCRETE OR CONCRETE) BEAMS AND SLABS OF ITS SPAN SHALL BE SET.
- A MINIMUM OF 14 STORES OF SHORING AND (OR) REINFORCING SHALL BE SET PRIOR TO THE REMOVAL OF SHORING AND (OR) REINFORCING.
- REINFORCING FOR SLABS AND BEAMS SHALL REMAIN IN PLACE FOR A MINIMUM OF 14 DAYS FOLLOWING THE COMPLETION OF CONCRETE POURING.
- DELEGATED SHORING ENGINEER OR AN AUTHORIZED REPRESENTATIVE SHALL BE REQUIRED TO INSPECT DIRECTED SHORING TO ENSURE AS-BUILT CONDITIONS REFLECT THE DESIGN INTENT.
- DELEGATED ENGINEER SHALL BE REQUIRED TO PROVIDE SIGNED AND SEALED WRITTEN REPORTS PRIOR TO ALL CONCRETE POURING WORK.
- THAT THE WORK WAS OBSERVED TO BE IN COMPLIANCE WITH THE DRAWING.

REINFORCING STEEL

- SHALL BE ASTM A615 GRADE DEFORMED BARS, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACING DETAILS OF ACI STANDARD AND PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.
- SECURE APPROVAL OF SHOP DRAWINGS PRIOR TO COMMENCING FABRICATION.
- WELDED WIRE FABRIC:
  - TO CONFORM TO ASTM A-185, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACING DETAILS OF ACI STANDARD AND SPECIFICATIONS. MINIMUM LAP SHALL BE PLUS TWO TIMES THE BAR DIAMETER.
  - USE OF PLAT MANUFACTURED SHEETS IS RECOMMENDED.
- CONCRETE:
  - SHALL BE PER AN APPROVED MIX DESIGN PROPORTIONED TO ACHIEVE A STRENGTH AT 28 DAYS AS LISTED BELOW WITH A PLASTIC AND WORKABLE MIX.
  - 800 psi FOR ALL STRUCTURAL CONCRETE.
  - CONCRETE SHALL BE PLACED AND CURED ACCORDING TO ACI STANDARDS AND SPECIFICATIONS.
  - SUBMIT PROPOSED MIX DESIGN WITH FIELD CYLINDER OR LAB TESTS FOR REVIEW PRIOR TO USE.
  - CONCRETE SHALL BE UNDOUBTLY IDENTIFIED BY MIX NUMBER OR OTHER POSITIVE IDENTIFICATION.
  - DO NOT EXCEED THE REQUIREMENTS OF ASTM C-150 FOR COARSE AGGREGATE.
  - CONCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM STANDARD C-94 FOR MEASURING, MIXING, TRANSPORTING, ETC.
  - CONCRETE TICKETS SHALL BE THE STAMPO WHEN CONCRETE IS BATCHED.
  - THE MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE HOUR AND HALF (1.5) HOURS.
  - IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL BE DISCARDED.
  - IT SHALL BE THE RESPONSIBILITY OF THE TESTING LAB TO NOTIFY THE OWNER REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE.
  - ALL SLABS (INCLUDING SLAB) SHALL BE CURED USING A NON-DISSIPATING CURING COMPOUND MEETING ASTM STANDARD C-309 TYPE II REQUIREMENT AND SHALL HAVE A MINIMUM OF 7 DAYS OF CURING AS SOON AS THE FINISHING IS COMPLETED OR AS SOON AS THE WATER OF CURE IS APPLIED TO THE SURFACE OF THE SLAB.
  - ALL CURING MEMBRANE SHALL BE REJECTED DAILY. CALCULUS CURING MEMBRANE SHALL NOT BE USED FOR ADVANTAGES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.
  - WATERCURE RATIO SHALL NOT EXCEED 5.40 BY WEIGHT.
  - CONCRETE REPAIRS SHALL BE OBTAINED.
  - ALL REINFORCING SHALL BE GALVANIZED.
  - CONCRETE TESTING:
    - AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE:
      - ASTM C-150 - STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE. MAXIMUM SLUMP SHALL BE SIX INCHES.
      - ASTM C-430 - STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS. A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 100 CUBIC YARDS OF CONCRETE (THERMAL PLACES PER DAY). REQUIRED CUMULATIVE QUANTITIES AND TEST AGE AS FOLLOWS:
        - 1 AT 3 DAYS
        - 1 AT 7 DAYS
        - 2 AT 28 DAYS
      - ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE

CONCRETE (CONT.)

- POST-INSTALLED ANCHORS
  - POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS.
  - CONTRACTOR SHALL OBTAIN APPROVAL FROM ENGINEER OF RECORD PRIOR TO USING POST-INSTALLED ANCHORS FOR MISSING OR REPLACED CAST-IN PLACE ANCHORS.
  - CARE SHALL BE GIVEN TO AVOID CONFLICTS WITH EXISTING REBAR AND TIE BENDING STRANDS WHEN DRILLING HOLES. HOLES SHALL BE DRILLED AND CLEARED FOR THE MANUFACTURERS' INSTRUCTIONS.
  - UNLESS SPECIFIED OTHERWISE, ANCHORS SHALL BE EMBEDDED IN THE APPROPRIATE SUBSTRATE WITH A MINIMUM EMBEDMENT OF 4 TIMES THE NORMAL ANCHOR DIAMETER OR THE EMBEDMENT REQUIRED TO SUPPORT THE INTENDED LOADS.
  - ANCHORS SHALL BE FIELD VERIFIED PRIOR TO DEMOLITION. FABRICATION AND INSTALLATION OF NEW BUILDING CONSTRUCTION SHALL NOT INCLUDE THE DISTANCE AND/OR SPACING INDICATED IN THE MANUFACTURERS' LITERATURE.
  - SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE LISTED BELOW, SHALL BE SUBMITTED TO THE ENGINEER WITH CALCULATIONS THAT ARE PREPARED & SEALED BY A REGISTERED PROFESSIONAL ENGINEER SHOWING THAT THE SUBSTITUTED PRODUCT WILL ACHIEVE AN EQUIVALENT CAPACITY USING THE APPROPRIATE DESIGN PROCEDURE REQUIRED BY THE BUILDING CODE.
  - ACCEPTABLE PRODUCTS ARE:
    - ADHESIVE ANCHORS FOR ANCHORING INTO SOLID BASE MATERIAL.
    - SET EPXY WITH THE SETTING WITH RETROFIT BOLTS (RFB).
    - HT SET RODS BY RLT.
    - HT SET RODS.
    - ADHESIVE ANCHORS FOR ANCHORING INTO HOLLOW BASE MATERIAL.
    - CONTRACT ENGINEER OF RECORD.
  - EXTRA STOCK:

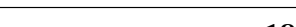
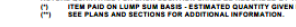
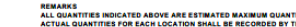
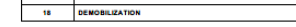
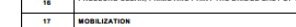
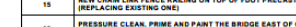
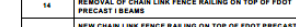
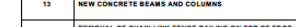
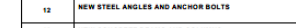
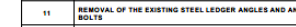
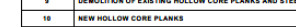
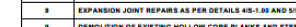
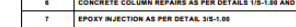
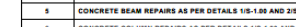
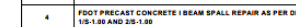
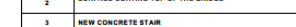
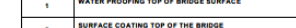
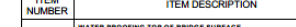
PRECAST / PRE-STRESSING CONCRETE

- FLOORS SHALL BE PRECAST CONCRETE HOLLOW-CORE SLAB DESIGNED IN ACCORDANCE WITH ACI 318 FOR THE SUPERIMPOSED LOAD LISTED ABOVE.
- SHOP DRAWINGS AND CALCULATIONS SHALL BE PREPARED FOR WORK AND SUBMITTED FOR REVIEW.
- SHOP DRAWINGS SHALL BEAR THE SIGNATURE AND IMPRESSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER.

STEEL

- THE CONFIGURATION OF THE RAILING SYSTEM SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
- RAILING SYSTEM AND CONNECTIONS SHALL BE DESIGNED FOR APPLICABLE LOADS AS INDICATED ON THE PLANS AND IN THE LATEST EDITION OF THE FLORIDA BUILDING CODE.
- THE LOADS SHALL BE CLEARLY INDICATED ON SHOP DRAWINGS.
- SHOP DRAWINGS SHALL SHOW AND SPECIFY CONNECTIONS UTILIZED WITH THE RAILING SYSTEM AS WELL AS CONNECTIONS TO LOADS IMPOSED ON THE STRUCTURAL SYSTEM SHOWN ON THESE PLANS.
- ENGINEERING RAILING SYSTEM AND CONNECTION OF SAME TO THIS STRUCTURE SHALL BE DESIGNED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
- SHOP DRAWINGS SHALL BEAR THE SEAL AND THE SIGNATURE OF THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.

FRAMING ELEVATION SYMBOL



LEGENDS

- SECTION NUMBER
- SHEET WHERE SECTION IS DRAWN
- DETAIL NUMBER
- SHEET WHERE DETAIL IS DRAWN

COLUMN LEGEND

- COLUMN BELOW
- COLUMN THRU
- COLUMN ABOVE

SECTION MARK

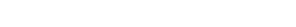
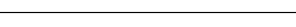
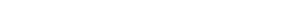
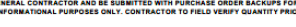
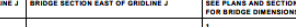
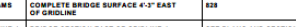
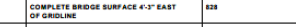
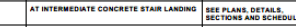
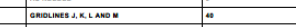
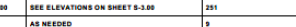
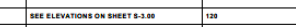
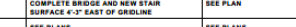
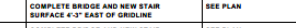
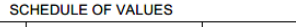
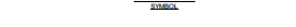
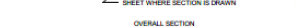
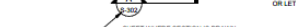
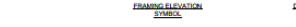
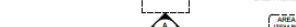
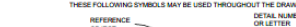
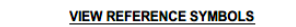


DETAIL MARK



VIEW REFERENCE SYMBOLS

- REFERENCE OBJECT
- SECTION NUMBER
- SHEET WHERE SECTION IS DRAWN
- DETAIL NUMBER
- SHEET WHERE DETAIL IS DRAWN



LEGENDS

- SECTION NUMBER
- SHEET WHERE SECTION IS DRAWN
- DETAIL NUMBER
- SHEET WHERE DETAIL IS DRAWN

COLUMN LEGEND

- COLUMN BELOW
- COLUMN THRU
- COLUMN ABOVE

SECTION MARK



DETAIL MARK

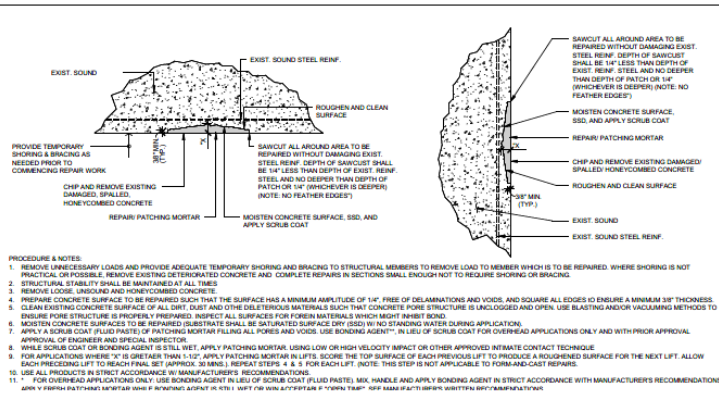
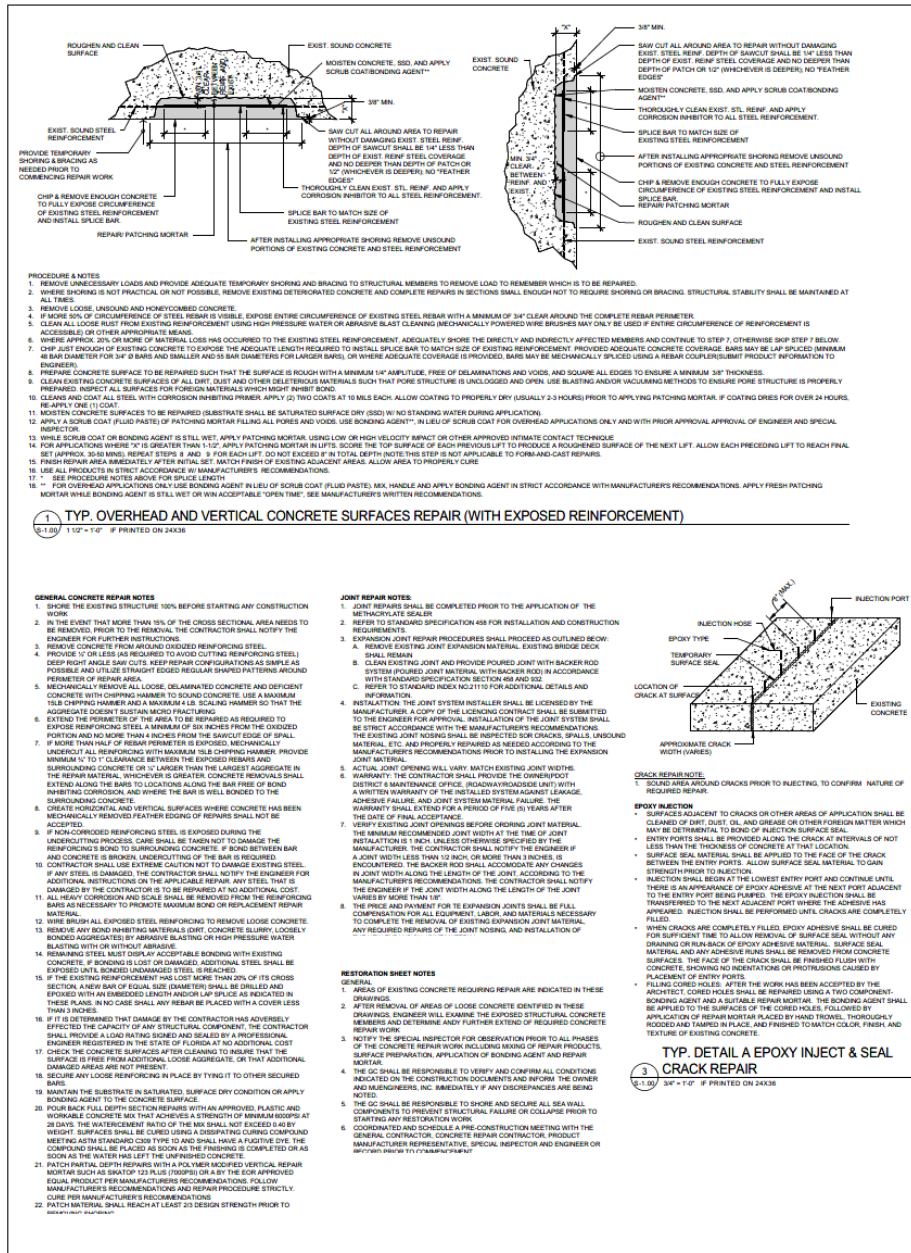


VIEW REFERENCE SYMBOLS

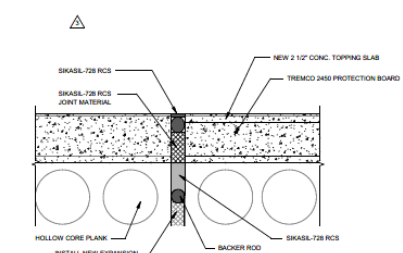
- REFERENCE OBJECT
- SECTION NUMBER
- SHEET WHERE SECTION IS DRAWN
- DETAIL NUMBER
- SHEET WHERE DETAIL IS DRAWN







**2 TYP. OVERHEAD AND VERTICAL CONCRETE SURFACES REPAIR (WITHOUT EXPOSED REINFORCEMENT)**  
 9-1.159 12" x 14" IF PRINTED ON 24X36



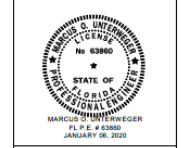
**4 EXPANSION JOINT RESTORATION DETAIL**  
 9-1.159 9" x 14" IF PRINTED ON 24X36

APPLICATION	PRODUCT	CONCRETE REPAIR PRODUCT SCHEDULE
BONDING AGENT	ULTRABOND 2	ADHESIVES
CORROSION INHIBITING COATING	CARBONALC BSB	TECHNOLOGY CORP
	CARBONALC BSB	CARBONALC
	CARBONALC BSB	COMPANY
HORIZONTAL AND OVERHEAD REPAIRS	EPOXYFAB/102	EPOXY CHEMICAL
	SKAQQUAD VHS	SKA CORPORATION
VERTICAL REPAIRS	PLANITOP XH	MAPEI
	EXPRESS REPAIR	EPOXY CHEMICAL
FORM-AND-CAST REPAIRS (FULL DEPTH)	EPOXYREPAIR SCC	EPOXY CHEMICAL
	PLANITOP 150C	MAPEI

NOTES:  
 SUBMIT PRODUCT DATA SHEETS FOR PRODUCTS TO BE USED TO ENGINEER OF RECORD AND KEEP A COPY OF ALL CURRENT PRODUCT SHEETS ON SITE. SUBSTITUTIONS WILL BE CONSIDERED. PROPOSED SUBSTITUTIONS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO USE.

**6 TYPICAL CONCRETE REPAIR PRODUCT SCHEDULE**  
 9-1.159 12" x 14" IF PRINTED ON 24X36

NOTE: MUE 18011201  
 THESE DRAWINGS, ALONG WITH THE ARCHITECTURAL DRAWINGS, AND PROJECT MANUAL, CONSTITUTE A SINGLE CONTRACT DOCUMENT AND MUST BE USED TOGETHER IN THEIR ENTIRETY IN THE CONSTRUCTION OF THIS PROJECT.  
 DETAILS AND VIEWS ON THIS SHEET ARE TO SCALE INDICATED WHEN PRINTED ON A 24X36" SIZE SHEET.



**BAHIA MAR WALKWAY**  
 801 Seabreeze Blvd  
 Fort Lauderdale, FL 33316

DATE: 08.06.2018

No.	Description	Date
3	GENERAL REVISIONS	10.28.19

DRAWING: **TYPICAL DETAILS**

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**S-1.00**

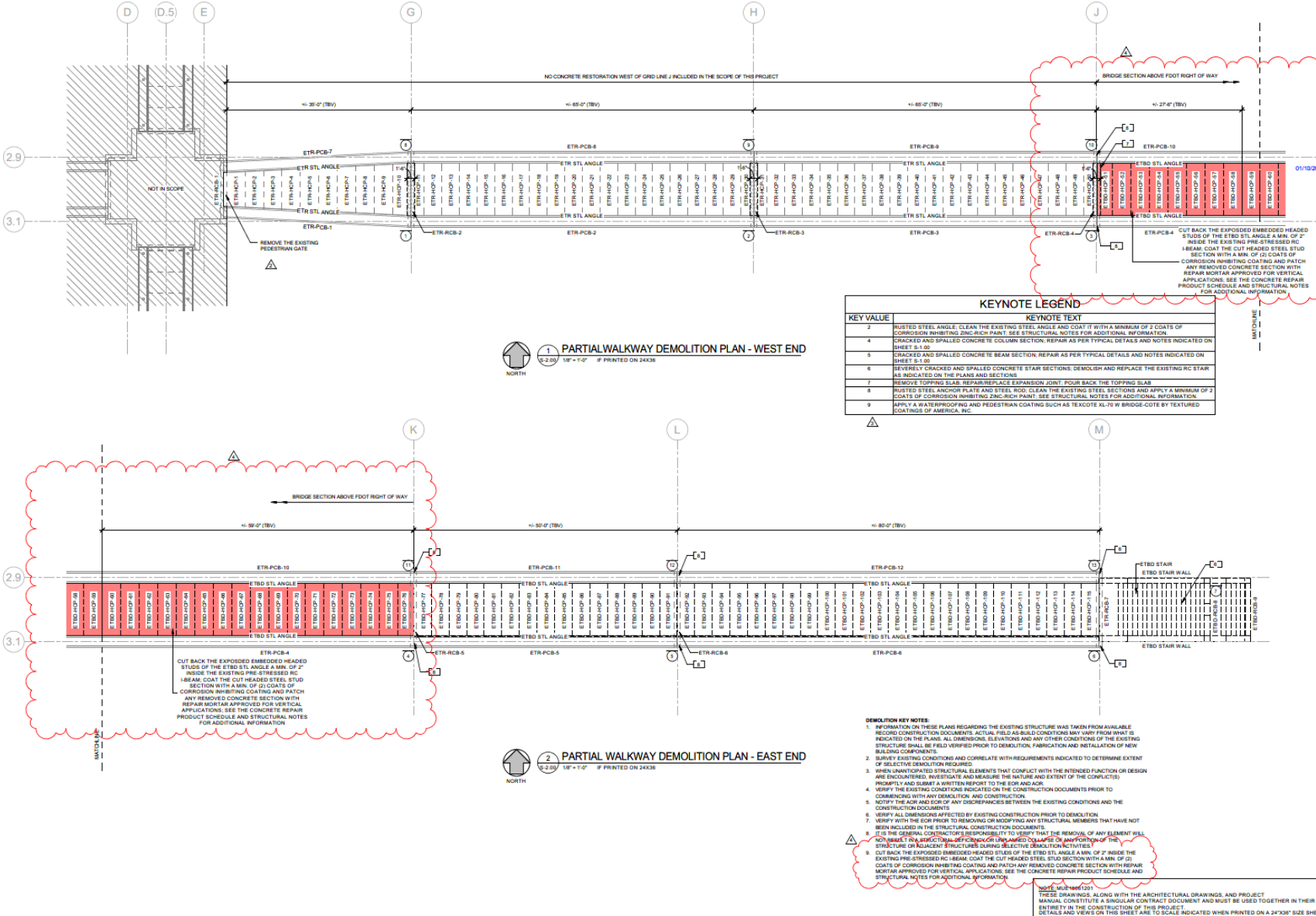
DATE: 08.06.2018

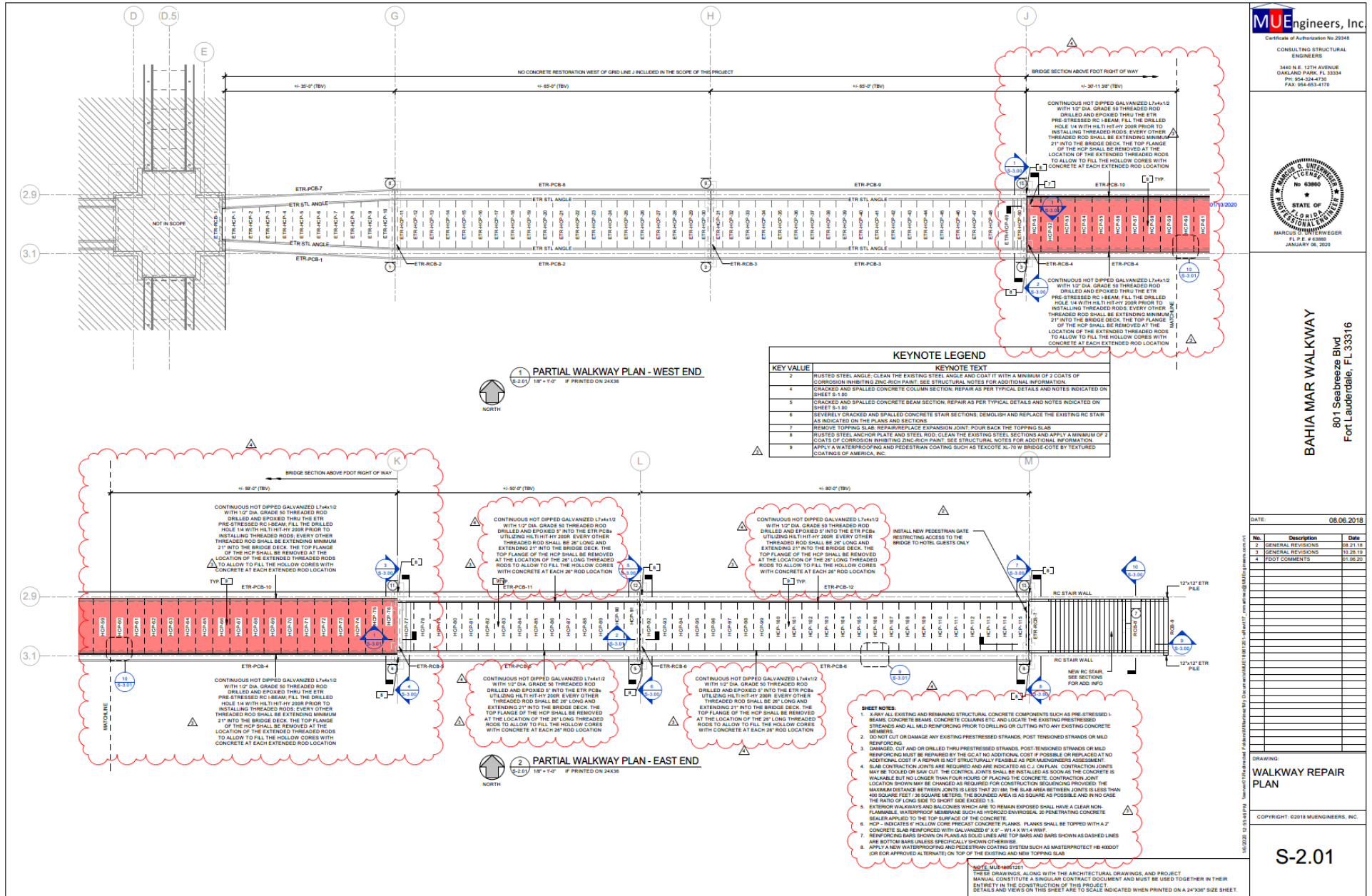
No.	Description	Date
1	GENERAL REVISIONS	08.21.18
2	GENERAL REVISIONS	10.28.18
3	FOOT COMMENTS	01.08.20

DRAWING:  
**WALKWAY  
 DEMOLITION PLAN**

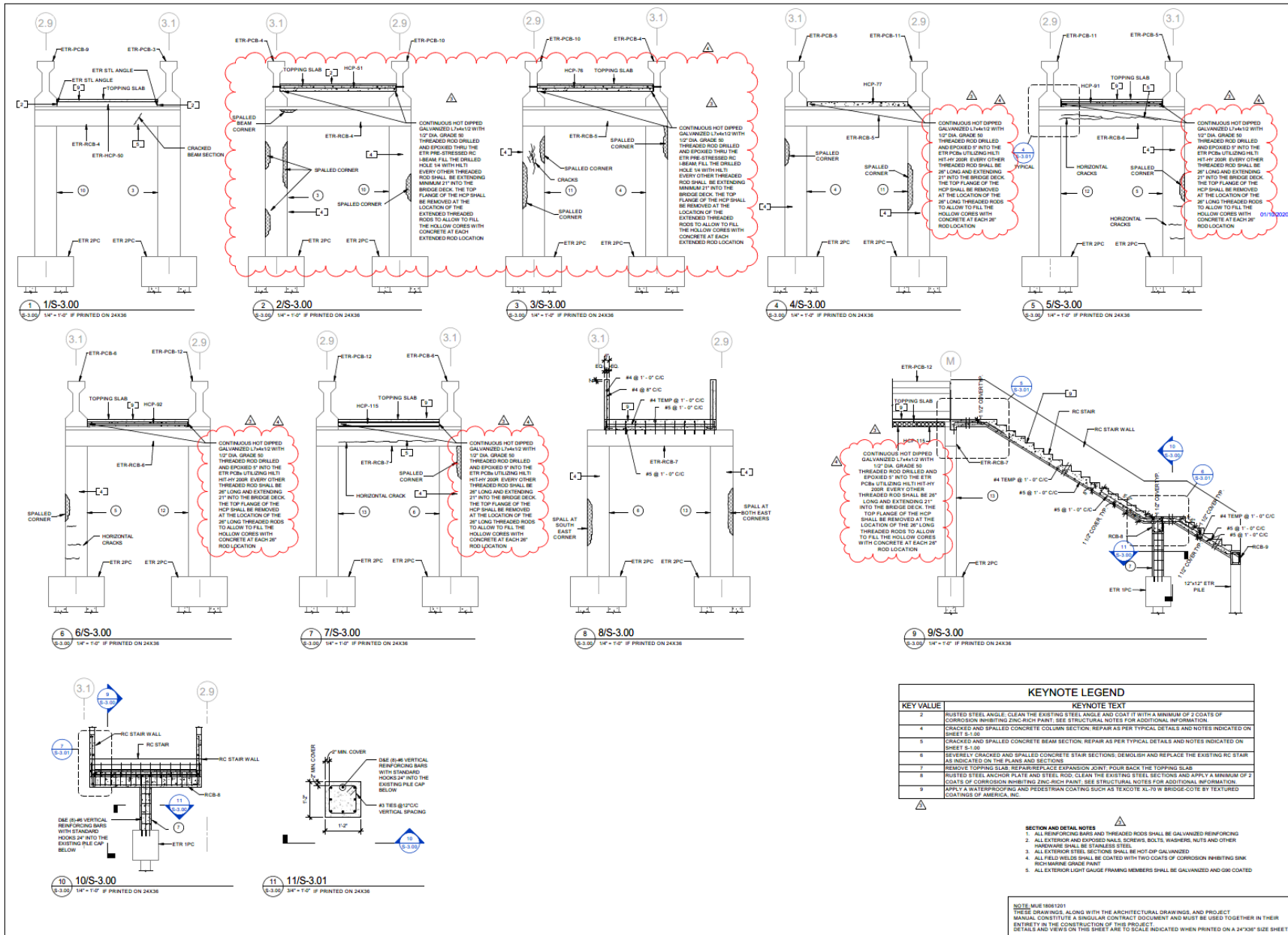
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**S-2.00**









**MUEngineers, Inc.**  
 Certificate of Authorization No. 23548  
 CONSULTING STRUCTURAL ENGINEERS  
 3440 N.E. 12TH AVENUE  
 OAKLAND PARK, FL 33334  
 PH: 954-324-4710  
 FAX: 954-453-4170

**STATE OF FLORIDA**  
 PROFESSIONAL ENGINEER  
 NO. 63860  
 MARCO ANTONIO DE LA ROSA  
 FL P.E. # 63860  
 JANUARY 8, 2021

**BAHIA MAR WALKWAY**  
 801 Seabreeze Blvd  
 Fort Lauderdale, FL 33316

DATE: 08.06.2018

No.	Description	Date
1	GENERAL REVISIONS	12.28.17
2		
3		
4	FOOT COMMENTS	07.06.20

DRAWING: SECTIONS AND DETAILS

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**S-3.00**







01/10/2020

**BAHIA MAR WALKWAY**  
801 Seabreeze Blvd  
Fort Lauderdale, FL 33316

ETBD BRIDGE PLANK SCHEDULE					
IDENTITY MARK	TYPE DESCRIPTION	TYPE COMMENTS	IDENTITY COMMENTS	PHASE CREATED	PHASE DEMOLISHED
ETBD-HCP-31	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-32	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-33	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-34	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-35	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-36	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-37	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-38	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-39	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-40	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-41	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-42	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-43	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-44	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-45	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-46	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-47	ET HCP	S	EXISTING	DEMOLITION	None
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ETBD-HCP-49	ET HCP	S	EXISTING	DEMOLITION	None
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ETBD-HCP-111	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-112	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-113	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-114	ET HCP	S	EXISTING	DEMOLITION	None
ETBD-HCP-115	ET HCP	S	EXISTING	DEMOLITION	None

ETR BRIDGE PLANK SCHEDULE					
IDENTITY MARK	TYPE DESCRIPTION	TYPE COMMENTS	IDENTITY COMMENTS	PHASE CREATED	PHASE DEMOLISHED
ETR-HCP-1	ET HCP	1	2	EXISTING	None
ETR-HCP-2	ET HCP	1	2	EXISTING	None
ETR-HCP-3	ET HCP	1	2	EXISTING	None
ETR-HCP-4	ET HCP	1	2	EXISTING	None
ETR-HCP-5	ET HCP	1	2	EXISTING	None
ETR-HCP-6	ET HCP	1	2	EXISTING	None
ETR-HCP-7	ET HCP	1	2	EXISTING	None
ETR-HCP-8	ET HCP	1	2	EXISTING	None
ETR-HCP-9	ET HCP	1	2	EXISTING	None
ETR-HCP-10	ET HCP	1	2	EXISTING	None
ETR-HCP-11	ET HCP	1	2	EXISTING	None
ETR-HCP-12	ET HCP	1	2	EXISTING	None
ETR-HCP-13	ET HCP	1	2	EXISTING	None
ETR-HCP-14	ET HCP	1	2	EXISTING	None
ETR-HCP-15	ET HCP	1	2	EXISTING	None
ETR-HCP-16	ET HCP	1	2	EXISTING	None
ETR-HCP-17	ET HCP	1	2	EXISTING	None
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ETR-HCP-34	ET HCP	1	2	EXISTING	None
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ETR-HCP-47	ET HCP	1	2	EXISTING	None
ETR-HCP-48	ET HCP	1	2	EXISTING	None
ETR-HCP-49	ET HCP	1	2	EXISTING	None
ETR-HCP-50	ET HCP	1	2	EXISTING	None

NEW BRIDGE PLANK SCHEDULE					
IDENTITY MARK	TYPE DESCRIPTION	TYPE COMMENTS	IDENTITY COMMENTS	PHASE CREATED	PHASE DEMOLISHED
HCP-51	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-52	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-53	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-54	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-55	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-56	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-57	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-58	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-59	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-60	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-61	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-62	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-63	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-64	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-65	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-66	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-67	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-68	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-69	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-70	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-71	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-72	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-73	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-74	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-75	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-76	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-77	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-78	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-79	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-80	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-81	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-82	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-83	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-84	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-85	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-86	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-87	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-88	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-89	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-90	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-91	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-92	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-93	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-94	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-95	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-96	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-97	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-98	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-99	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-100	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-101	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-102	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-103	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-104	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-105	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-106	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-107	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-108	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-109	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-110	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-111	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-112	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-113	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-114	ET HCP	3	4	NEW CONSTRUCTION	None
HCP-115	ET HCP	3	4	NEW CONSTRUCTION	None

- PLANK SCHEDULE NOTES:
- EXISTING TO REMAIN PRECAST CONCRETE PLANK
  - NOT INCLUDED IN THE PROJECT SCOPE
  - DESIGN BY THE MANUFACTURER'S SPECIALTY ENGINEER
  - PROVIDE MINIMUM 1" TOP CONCRETE COVERAGE AND UTILIZE AT A MINIMUM 1000PSI CONCRETE WITH A MINIMUM WATER CEMENT RATIO OF 0.4
  - PROVIDE TWO 3/4"x1/4" EMBED PLATES WITH 1/2" DIA. WELDED THREADED RODS AT BOTH ENDS WITHIN THE TOP SURFACE AND WELD THEM TO THE CONTINUOUS BEARING ANGLE BOLTED TO THE FACE OF THE EXISTING CONCRETE BEAM
  - REMOVE / DEMOLISH THE EXISTING PRECAST CONCRETE HOLLOW CORE PLANK. SEE PLANS, SECTIONS AND DETAILS FOR ADDITIONAL INFORMATION

BEAM SCHEDULE					
IDENTITY MARK	TYPE DESCRIPTION	TYPE COMMENTS	IDENTITY COMMENTS	PHASE CREATED	PHASE DEMOLISHED
ETBD-RCB-8	EXISTING TO BE DEMOLISHED CONCRETE BEAM		EXISTING CONCRETE BEAM TO BE DEMOLISHED AT THE TIME OF THE STAIR DEMOLITION	EXISTING	DEMOLITION
ETBD-RCB-9	EXISTING TO BE DEMOLISHED CONCRETE BEAM		EXISTING CONCRETE BEAM TO BE DEMOLISHED AT THE TIME OF THE STAIR DEMOLITION	EXISTING	DEMOLITION
ETR-STL-ANGLE	EXISTING TO REMAIN STEEL ANGLE			EXISTING	None
ETR-PCB-1	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-2	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-3	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-4	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-5	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-6	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-7	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-8	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-9	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-10	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-11	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-PCB-12	EXISTING TO REMAIN PRECAST / BEAM			EXISTING	None
ETR-RCB-1	EXISTING TO REMAIN CONCRETE BEAM			EXISTING	None
ETR-RCB-2	EXISTING TO REMAIN CONCRETE BEAM			EXISTING	None
ETR-RCB-3	EXISTING TO REMAIN CONCRETE BEAM			EXISTING	None
ETR-RCB-4	EXISTING TO REMAIN CONCRETE BEAM		REPAIR CRACKS AND SPALLED CONCRETE BEAM SECTIONS REFERENCED IN SECTION 415-3.00 AND 515-3.00 ON 5-3.00 AS PER THE REPAIR DETAILS INDICATED ON 5-1.00	EXISTING	None
ETR-RCB-5	EXISTING TO REMAIN CONCRETE BEAM		NO SPALLS, CRACKS OR DELAMINATED CONCRETE OBSERVED AT THE TIME OF OUR SITE OBSERVATIONS	EXISTING	None
ETR-RCB-6	EXISTING TO REMAIN CONCRETE BEAM		EPOXY INJECT THE CRACKED BEAM SECTIONS INDICATED IN SECTION 515-3.00 ON 5-3.00 AS PER THE TYPICAL DETAILS INDICATED ON 5-1.00	EXISTING	None
ETR-RCB-7	EXISTING TO REMAIN CONCRETE BEAM		EPOXY INJECT THE CRACKED BEAM SECTIONS INDICATED IN SECTION 515-3.00 ON 5-3.00 AS PER THE TYPICAL DETAILS INDICATED ON 5-1.00	EXISTING	None
RCB-8	NEW CONCRETE BEAM		NEW 12"x24" CONCRETE BEAM WITH 3#6 TOP AND BOTTOM BARS AND #3 TIES AT 18"OC; TOP AND BOTTOM REINFORCING SHALL BE CONTINUOUS AND NOT SPICED AND HAVE STANDARD HOOKS AT EACH END	NEW CONSTRUCTION	None
RCB-9	NEW CONCRETE BEAM			NEW CONSTRUCTION	None



**SECTION NO.:** 86180  
**PERMIT NO.:** 2020-C-491-00002  
**COUNTY:** BROWARD  
**S.R. No.:** A1A  
**AGREEMENT NO.:** 20200414-1

## **EXHIBIT C**

### **MAINTENANCE PLAN REQUIREMENTS**

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

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

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

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

**SECTION NO.: 86180**  
**PERMIT NO.: 2020-C-491-00002**  
**COUNTY: BROWARD**  
**S.R. No.: A1A**  
**AGREEMENT NO.: 20200414-1**

## **EXHIBIT D**

### **MAINTENANCE ELEMENTS**

The **AGENCY** **shall maintain** certain elements within the FDOT Right-of-way as listed below:

1. Keep bridge walking surface free of sand and debris, daily.
2. Touch-up painted surfaces, weekly.
3. Pressure wash bridge walking surface; maintain or repair as necessary, quarterly.
4. Flush bridge drains, quarterly.
5. Check deck joints for leakage and replace seals where needed, as needed.
6. Visually inspect entire bridge including protective fencing for signs of rust and corrosion, as well as concrete spalling; maintain or repair as necessary, quarterly.
7. Structural inspection of bridge by a Professional Engineer; take appropriate actions as necessary. Bi-annually for first six (6) years, then annually thereafter unless PE recommends otherwise (more or less frequently).

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

## **Exhibit C**

### **Easement**

The Easement shall be prepared by BAHIA MAR and shall be subject to the CITY's written approval which shall not be unreasonably withheld or delayed.

Upon the CITY'S approval of such exhibit, the same shall be deemed attached to this Agreement as Exhibit "A".