

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

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

WHEREAS, the **AGENCY** by Resolution No. 20-111 dated July 7, 2020, 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**.

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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 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:

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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 (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**.

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- 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 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.

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- 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

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

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permittee and no other relationship either express or implied shall be deemed to 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.

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4. Nothing contained herein or in any instruments executed pursuant to this **AGREEMENT** shall be construed as a waiver or attempted waiver of any 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

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THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

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

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22. LIST OF EXHIBITS

EXHIBIT A: Project Location, Description and Location Map

EXHIBIT B: Plans

EXHIBIT C: Maintenance Plan Requirements

EXHIBIT D: Maintenance Elements

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

AS TO AGENCY:

CITY OF FORT LAUDERDALE

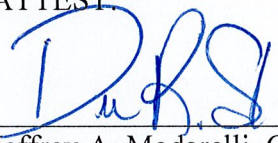
By: 

Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: 07 16 2020

ATTEST:

FOR


Jeffrey A. Modarelli, City Clerk

Approved as to form:

By: 

Alain Boileau, City Attorney

Date: 7/16/2020

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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)

DocuSigned by:
Sign: Paul A. Lampley, P. E., Directory of Operations
Paul A. Lampley, P.E., Director of

Print Name: Paul A. Lampley, P. E., Directory of Operations

Date: 7/20/2020 | 3:28 PM EDT

Approval as to Form:

DocuSigned by:
Sign: Elizabeth Quintana
for Dawn Raduano, District General Counsel

Print Name: Elizabeth Quintana

Date: 7/20/2020 | 2:20 PM EDT

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

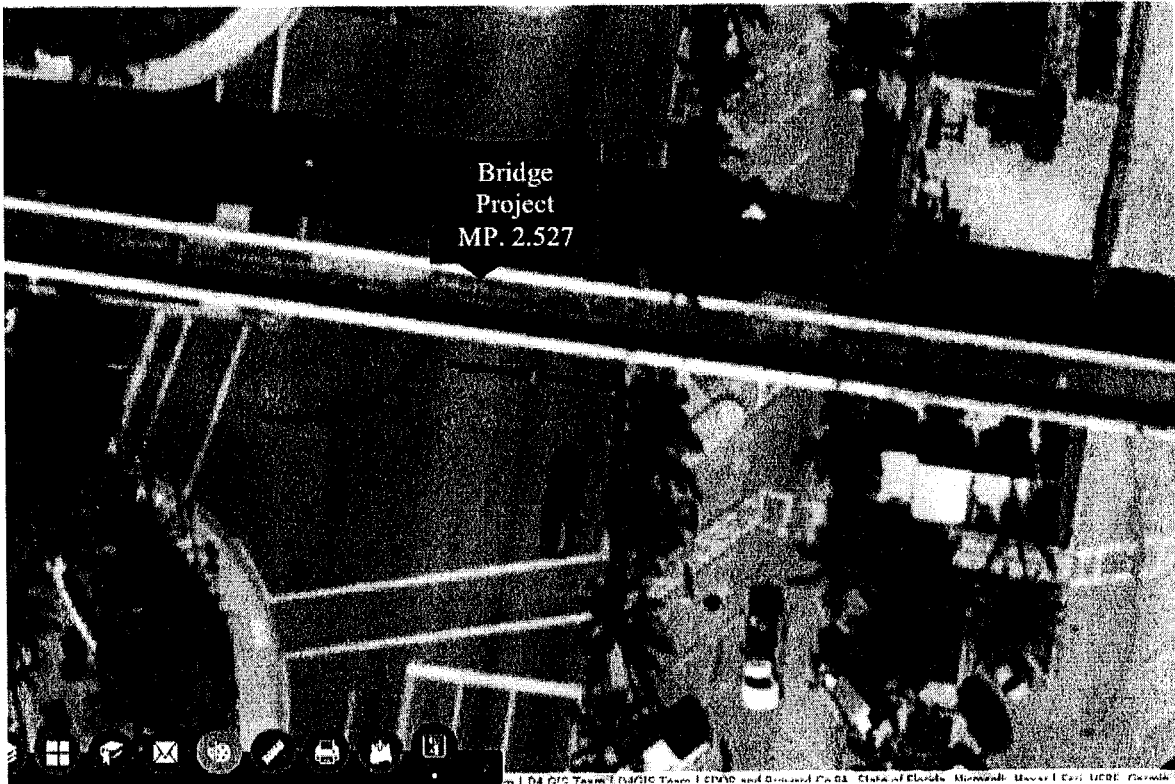
EXHIBIT A

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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S-0.00

STRUCTURAL NOTES

Table with 2 columns: SFT NO, DESCRIPTION

BABIA MAR WALKWAY
801 Seabreeze Blvd
Fort Lauderdale, FL 33316



MUEngineers, Inc.
CORP. ENG. STRUCTURAL
ENGINEERS
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, FL 33304
Tel: 754.467.1170
Fax: 754.467.1171

ADDITIONAL NOTES

- 1. THE FOLLOWING AMENDMENTS MAY BE UNDER THE EXAMINER'S REVIEW:
- 2. THE FOLLOWING AMENDMENTS MAY BE UNDER THE EXAMINER'S REVIEW:

LEGENDS

SECTION MARK

DETAIL MARK

COLUMN LEGEND

VIEW REFERENCE SYMBOLS

VIEW REFERENCE SYMBOLS

REINFORCING

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SCHEDULE OF VALUES

Table with 4 columns: ITEM NUMBER, ITEM DESCRIPTION, ESTIMATED QUANTITY, UNIT, REMARKS

REMARKS

REMARKS

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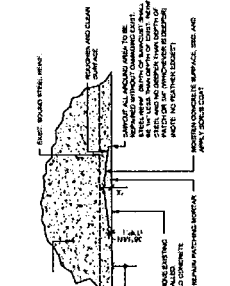
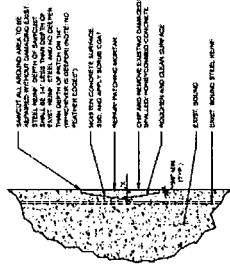
BAHIA MAR WALKWAY
801 Seabreeze Blvd
Fort Lauderdale, FL 33316

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TYPICAL DETAILS

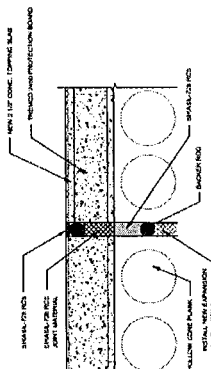
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7. TYP. OVERHEAD AND VERTICAL CONCRETE SURFACES REPAIR (WITHOUT EXPOSED REINFORCEMENT)



- NOTES:**
- SEE TYPICAL EXPANSION JOINT WATERPROOFING DETAIL FOR ADDITIONAL INFORMATION.
FOLLOW THE MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS COMBINATION JOINT
STRICTLY.
- SEE 545.1 FOR ADDITIONAL INFORMATION.
- EXPANSION JOINT RESTORATION DETAIL**
1. 1/2" DIA. 1/4" X 1/2" 1/2" DIA. 1/4" X 1/2"

4 EXPANSION JOINT RESTORATION DETAIL

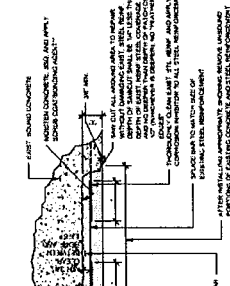
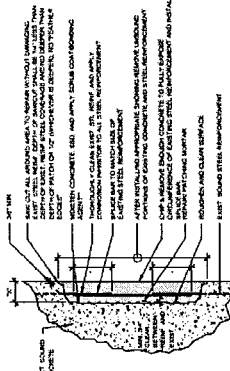
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16549 PRODUCT OR A SELLER'S FOR PRODUCTS TO BE USED TO ENHANCE OR REDUCE AND KEEP A COPY OF ALL CURRENT PRODUCT SELLERS ON SITE

2 TYPICAL CONCRETE REPAIR PRODUCT SCHEDULE

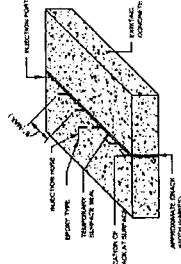
2012年10月10日 星期三

NOTE: THIS "PROPOSAL" IS NOT THE ARCHITECTURAL DRAWINGS AND PROJECT MANUAL. DRAWINGS AND MANUAL CONSTITUTE A SINGLE CONTRACT DOCUMENT AND MUST BE USED TOGETHER WITH THE SPECIFICATIONS. THE INFORMATION ON THIS SHEET IS TO SCALE INDICATED WHEN PRINTED ON A 14" X 22" SIZE SHEET.



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THE QUANTAS INTERNATIONAL CONCEPT IN INDUSTRIES BEHAVIOUR WITH EXPOSED REINFORCEMENT



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TYP. DETAIL A EPOXY INJECT & SEAL

4. THE CRACK REPAIR SHALL BE RESPONSIBLE TO WEARY AND COMPOSE ALL CONDITIONS

- WORK AND CRIMINAL ACTS

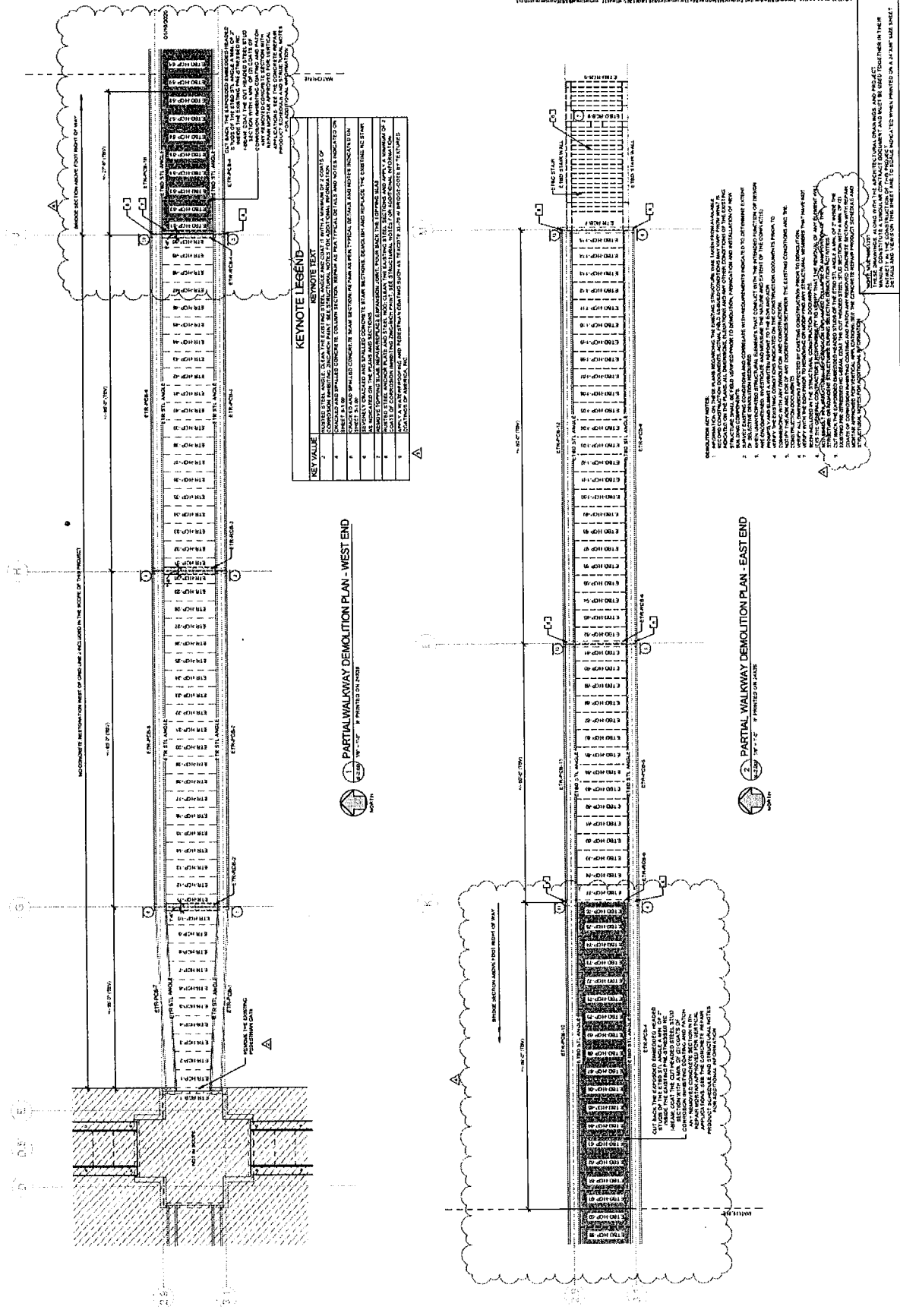
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BAHIA MAR WALKWAY
 801 Seabreeze Blvd
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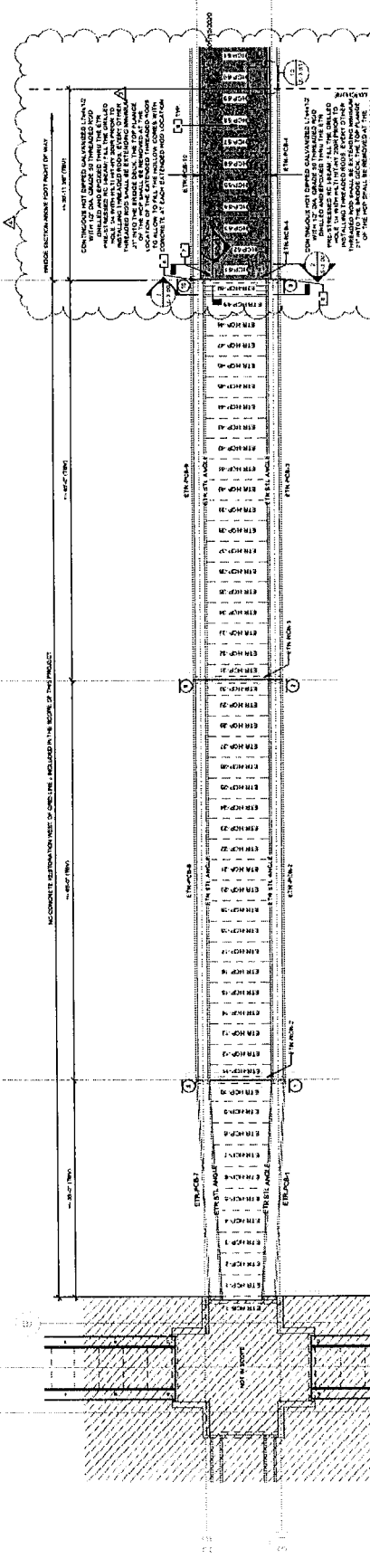
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**WALKWAY
 DEMOLITION PLAN**
 S-2.00
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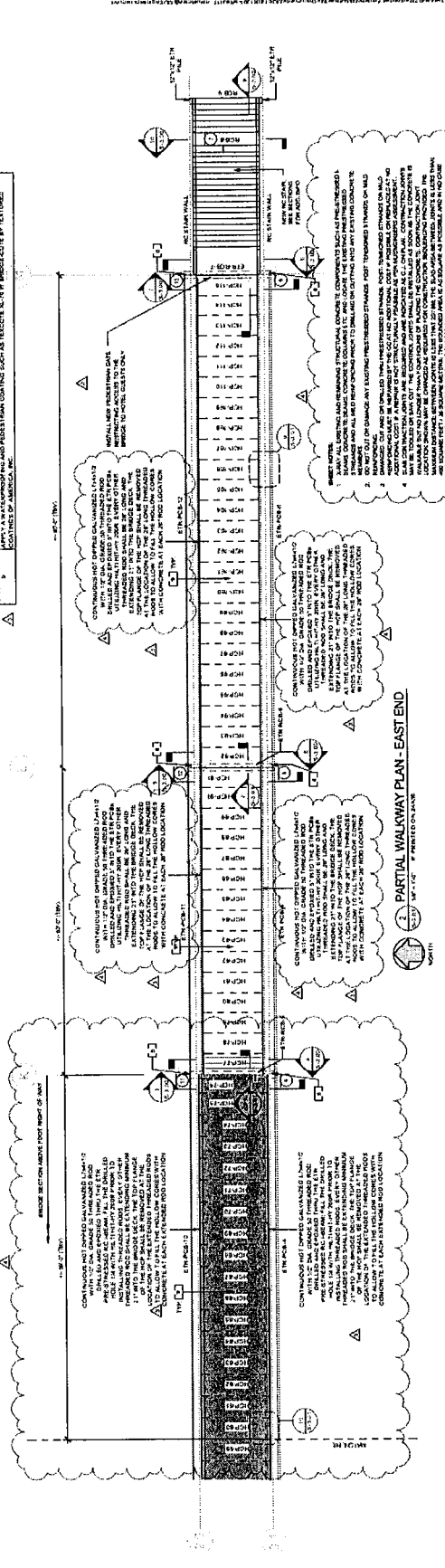
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KEYNOTE LEGEND

KEY VALUE	DESCRIPTION
1	REPAIR TO EXISTING CONCRETE
2	REPAIR TO NEW CONCRETE
3	REPAIR TO EXISTING CONCRETE
4	REPAIR TO NEW CONCRETE
5	REPAIR TO EXISTING CONCRETE
6	REPAIR TO NEW CONCRETE
7	REPAIR TO EXISTING CONCRETE
8	REPAIR TO NEW CONCRETE
9	REPAIR TO EXISTING CONCRETE
10	REPAIR TO NEW CONCRETE

1. PARTIAL WALKWAY PLAN - WEST END
 1/4" = 1'-0" # PRINTED ON A4



2. PARTIAL WALKWAY PLAN - EAST END
 1/4" = 1'-0" # PRINTED ON A4

NOTES:

1. ALL REPAIRS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI 308R-11 GUIDE TO CONCRETE REPAIR.
2. ALL REPAIRS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ACI 308R-11 GUIDE TO CONCRETE REPAIR.
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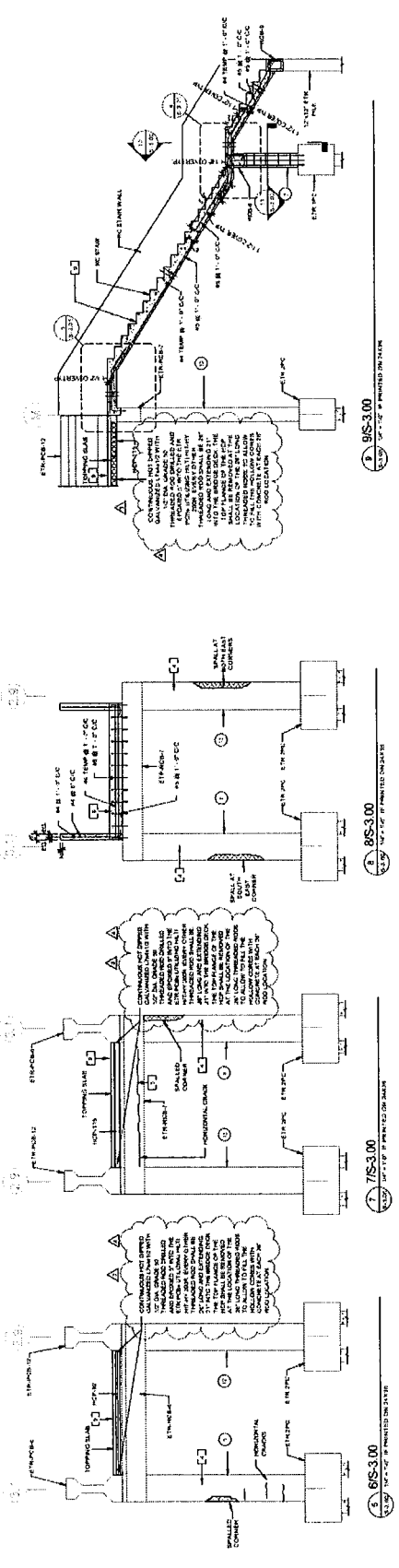
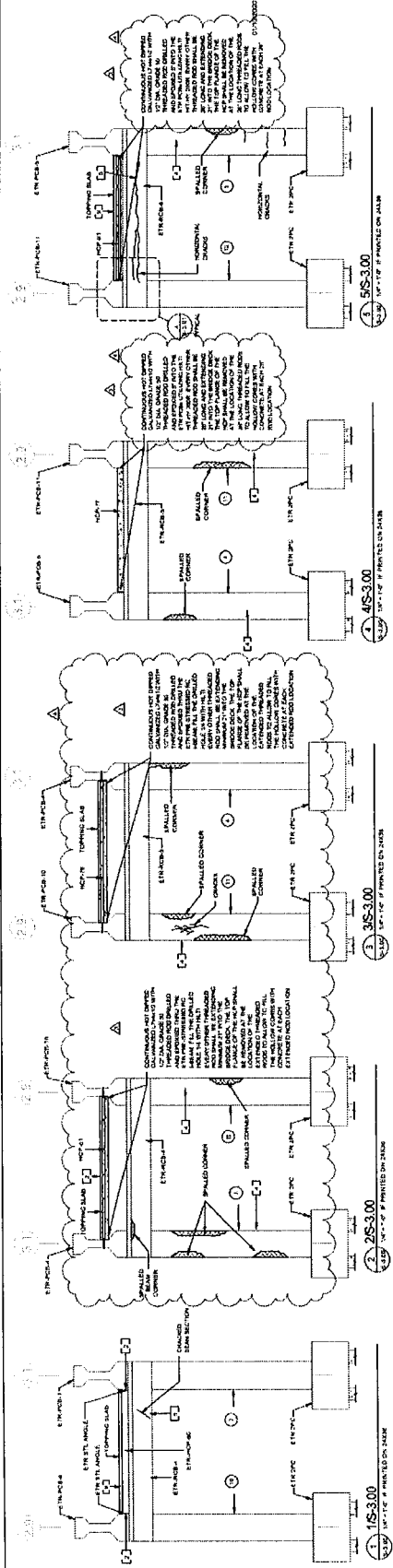
BAHIA MAR WALKWAY
801 Seabreeze Blvd
Fort Lauderdale, FL 33316

Sl. No.		06.06.2018	
Sl. No.	Description	Date	
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99	PAID TO BANK	10-7-18	
100	PAID TO BANK	10-7-18	

DRAWING
SECTIONS AND
DETAILS

CONFIDENTIAL 62018 MJFAG/NEZ/03 NC

S-3.00



THESE DRAWINGS, ALONG WITH THE ARCHITECTURAL CHAIRMAN'S AND PROJECT MANUAL, CONSTITUTE A SINGULAR CONTRACT DOCUMENT AND MUST BE USED TOGETHER IN THEIR ENTIRETY IN THE CONSTRUCTION OF THIS PROJECT.

22 of 27

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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.