

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Hallandale Beach located at 630 NW 2<sup>nd</sup> Street, Hallandale Beach, FL 33009-6433, hereinafter called the PARTICIPANT.

### WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the DEPARTMENT make certain improvements in connection with the DEPARTMENT's reconstruction, rehabilitation, and resurfacing (3R) work along SR-A1A from Dade/Broward County Line to Seacrest Parkway in Broward County, Florida. (Financial Management (FM) Number 428727-1-52-01/02, Funded in Fiscal Year 2013/2014); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: Construction/Installation of decorative lighting, replacement of three (3) signalized strain pole intersections to mast arms, and installation of sidewalk concrete pavers, as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The total cost for the Project and the DEPARTMENT's reconstruction, rehabilitation, and resurfacing work along SR-A1A, is estimated to be FIVE MILLION SIXTY EIGHT THOUSAND SEVENTY TWO DOLLARS AND NO CENTS (\$5,068,072.00). The PARTICIPANT's cost for the Project is a lump sum amount of TWO MILLION ONE HUNDRED TWENTY THOUSAND TWENTY SEVEN DOLLARS AND NO CENTS (\$2,120,027.00), which is to be paid to the DEPARTMENT. The PARTICIPANT's payment is non-refundable. If the actual cost of the Project is less than the funds provided the excess will be applied to the DEPARTMENT's 3R work.

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of TWO MILLION ONE HUNDRED TWENTY THOUSAND TWENTY SEVEN DOLLARS AND NO CENTS (\$2,120,027.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, this Agreement will be terminated and the Project will not be constructed.

Remittance shall be made payable to the Department of Financial Services, Revenue Processing. Payment shall be clearly marked to indicate that it is to be applied to FM No. 428727-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 428727-1-52-02.

Payment shall be mailed to:  
Florida Department of Transportation  
Program Management Unit- Attention: Leos A. Kennedy, Jr.  
3400 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- B. The payment of funds under this Agreement will be made directly to the Department for deposit.
5. The PARTICIPANT shall be responsible for the maintenance of the decorative lighting being installed during the Department's reconstruction, rehabilitation, and resurfacing work along SRA1A. In addition to the foregoing, the PARTICIPANT shall comply with the provisions set forth in the State Highway Lighting, Maintenance, and Compensation Agreement dated June 26, 2003, **Exhibit B**, which is attached hereto and made a part hereof.
6. On March 29, 2013 the PARTICIPANT and the DEPARTMENT entered into a Landscape Inclusive Memorandum of Agreement (LIMOA) whereby the PARTICIPANT agreed to maintain certain landscape improvements. The PARTICIPANT and the DEPARTMENT will simultaneously with the execution of this Agreement enter into an Amendment to the LIMOA whereby the PARTICIPANT shall agree to maintain the Project in accordance with terms of the Amendment and the LIMOA. A copy of the Amendment is attached hereto and made a part hereof as **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
7. Upon completion of the Project and the DEPARTMENT's work the PARTICIPANT will comply with the provisions set forth in the Mast Arms and Upright Poles Memorandum of Agreement (MOA) which is attached hereto and made a part hereof as **Exhibit D**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit D**. The terms of this paragraph shall survive the termination of this Agreement.

8. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
9. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
10. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project and the reconstruction, rehabilitation, and resurfacing work is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2016 whichever occurs first.
11. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
12. The PARTICIPANT/ Vendor/ Contractor:
  - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT/ Vendor/Contractor during the term of the contract; and
  - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
15. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Leos A. Kennedy, Jr.  
With a copy to: Fausto Gomez, P.E.  
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hallandale Beach  
630 NW 2<sup>nd</sup> Street  
Hallandale Beach, Florida 33009  
Attn: Beatriz Alvarez  
With a copy to: City Attorney

\*\*\*\*\*

**SPACE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.

CITY OF HALLANDALE BEACH

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
GERRY O'REILLY, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
CITY CLERK (SEAL)

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: \_\_\_\_\_  
CITY ATTORNEY

BY: \_\_\_\_\_  
DISTRICT PROGRAM MANAGEMENT ENGINEER

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SR-A1A from County Line to Seacrest Parkway**  
**FM #428727-1-52-02**

The scope of services for the Project includes but is not limited to the following:

1. Removal of existing 4-foot concrete sidewalk on both sides of the road.
2. Removal of existing of 3.25-foot sodded utility strip on both sides of the road.
3. Installation of 4" colored concrete sidewalk and colored concrete sidewalk with surface-seeded aggregate finish on both sides of the road next to existing concrete driveways and curb ramps.
4. Installation of stamped asphalt crosswalks at signalized intersections.
5. Removal of aluminum cobra head lighting system.
6. Installation of decorative street and pedestrian lighting includes special foundations.
7. Replace existing strain poles with mast arms at three intersections:
  - a) SR-A1A and County Line
  - b) SR-A1A and Hemisphere
  - c) SR-A1A and La Mer Drive
8. Painting black all proposed mast arms.

## **EXHIBIT B**

# **STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE CITY OF HALLANDALE**

# STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

THIS AGREEMENT, entered into this 26<sup>th</sup> day of June, year of 2003, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and CITY OF HALLANDALE, hereinafter referred to as the "MAINTAINING AGENCY";

### WITNESSETH:

WHEREAS, the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the FDOT is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement, and has designated the officer(s) authorized to receive and respond to the FDOT's work orders;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the MAINTAINING AGENCY hereby agree as follows:

#### 1. Maintenance of Facilities

- a. The MAINTAINING AGENCY shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the FDOT, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
  - (1) Manual of Uniform Traffic Control Devices; and,
  - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.
- d. For lighting installed as part of an FDOT project, the MAINTAINING AGENCY's obligation to maintain shall commence upon the MAINTAINING AGENCY's receipt of notification from the FDOT that the FDOT has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the MAINTAINING AGENCY shall not be required to perform any activities which are the responsibilities of FDOT's contractor.
- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
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**2. Compensation and Payment**

- a. The FDOT agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 4,719.60 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the FDOT and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The FDOT will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.
- c. Invoices may be submitted anytime after May 19<sup>th</sup> of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the FDOT and in detail sufficient for a proper pre-audit and post-audit thereof.

**3. Record Keeping**

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the FDOT.

Records shall be maintained and made available upon request to the FDOT at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the FDOT upon request.

**4. Invoicing**

Upon receipt, the FDOT has five (5) working days to inspect and approve the goods and services. The FDOT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The FDOT, 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 shall be null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT 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 FDOT which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
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The **FDOT** will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

**5. Default**

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

**6. Indemnification**

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its subcontractors, agents, or employees.

**7. Force Majeure**

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**8. Miscellaneous**

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

**MAINTAINING AGENCY:**

CITY MANAGER  
CITY OF HALLANDALE  
400 SOUTH FEDERAL HIGHWAY  
HALLANDALE, FL 33009-6396

**FDOT:**

DISTRICT MAINTENANCE ENGINEER  
3400 WEST COMMERCIAL BOULEVARD  
FT. LAUDERDALE, FL 33309

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
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**9. Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **Maintaining Agency** in the form of additions, deletions or substitutions are reflected only in an Appendix "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **Maintaining Agency** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

**MAINTAINING AGENCY**

BY: (Signature) \_\_\_\_\_

(Typed Name: D. Mike Good)

(Typed Title: City Manager)

DATE: June 25, 2003

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) \_\_\_\_\_

(Typed Name: RICK CHESSE)

(Typed Title: DISTRICT SECRETARY)

DATE: 6/25/03

FDOT Legal Review

BY: (Signature) \_\_\_\_\_

(Typed Name: DAWN RADUNNO)

DATE: 6/25/2003

**EXHIBIT C**

**AMENDMENT NO. 1**

**OF THE**

**LANDSCAPE INCLUSIVE**

**MEMORANDUM OF AGREEMENT**

**WITH THE**

**CITY OF HALLANDALE BEACH**

SECTION NO: 86030  
S.R. NO.(S): A1A  
COUNTY: Broward  
FM NO.(S): 428727-1-52-01

**DISTRICT FOUR AMENDMENT NUMBER ONE (1)  
TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT**

This is Amendment Number One to the Agreement dated **March 29, 2013**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the State of Florida Department of Transportation hereinafter called the "DEPARTMENT" and the **City of Hallandale Beach**, a municipal subdivision of the State of Florida, hereinafter called the "AGENCY".

WHEREAS, the parties entered into the Inclusive Maintenance of Agreement dated **March 29, 2013** for the purpose of maintaining the landscape improvements by the AGENCY on various State Road(s) including **State Road A1A** and

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on **State Road A1A** in accordance with the above referenced Agreement;

WHEREAS, a portion of State Road 858 (Hallandale Beach Boulevard) at State Road A1A is within both the City of Hallandale Beach and City of Hollywood. A smaller portion is in the City of Hollywood and the City of Hallandale Beach has agreed to maintain the stamped asphalt that extends into the City of Hollywood.

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

1. Pursuant to paragraph 3 of the Inclusive Agreement for State Road A1A dated **March 29, 2013** the DEPARTMENT has decided to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"** State Road A1A from County Line (M.P. 0.00) to State Road 858 (Hallandale Beach Boulevard) (M.P. 0.792) in accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY agrees to maintain the portion of State Road A1A at State Road 858 (Hallandale Beach Boulevard) from (M.P. 0.790) to (M.P. 0.792) notwithstanding the fact that it is located within the city limits of the City of Hollywood.
3. The AGENCY shall agree to maintain the landscape improvements in the Inclusive Agreement described above and as provided in accordance with the Maintenance Plan, attached as **Exhibit "C"**.

4. The DEPARTMENT agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in Exhibit "D" not to exceed \$847,545.23.
5. The DEPARTMENT shall modify the Inclusive Agreement dated March 29, 2013 by amending Exhibit "C" to include in the list of "Landscape Agreements Superseded by this Agreement" the following agreement; August 20, 1995, N.E. Corner of State Road 858 (Hallandale Beach Boulevard) and State Road 9 (I-95) and Ansin Boulevard landscape/turfed areas, irrigation system, areas covered with interlocking pavers or similar type surfacing (hardscape).

Except as modified by this amendment, all terms and conditions of the Agreement shall remain in full force and effect.

**Exhibits**

Exhibit A - LANDSCAPE IMPROVEMENTS LIMITS & MAINTENANCE BOUNDARIES

Exhibit B - LANDSCAPE IMPROVEMENT PLANS FOR LANDSCAPE IMPROVEMENTS

Exhibit C - MAINTENANCE PLAN

Exhibit D - APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

In Witness whereof, the parties hereto have executed with this Amendment effective the \_\_\_\_ day \_\_\_\_\_ year written and approved.

City of Hallandale Beach  
a municipal corporation.

State of Florida  
Department of Transportation

BY:

BY:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Transportation Development

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
District General Counsel

\_\_\_\_\_  
Date

**SECTION NO: 86030**  
**S.R. NO.(S): A1A**  
**COUNTY: Broward**  
**FM NO.(S): 428727-1-52-01**

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS LIMITS AND MAINTENANCE BOUNDARIES**

**I. ROADWAY PROJECT LOCATION:**

State Road A1A (South Ocean Drive) (South City Limits/Broward County Line) (M.P. 0.00) to Seacrest Parkway (M.P. .0.9)

**II. NEW INCLUSIVE LIMITS OF LANDSCAPE IMPROVEMENTS MAINTENANCE FOR THIS ROADWAY STATE ROAD A1A:**

State Road A1A (South Ocean Drive) (South City Limits/Broward County Line) (M.P. 0.00) to just north of State Road 858 (Hallandale Beach Boulevard) (M.P. 0.792)

**III. LANDSCAPE IMPROVEMENTS MAINTENANCE MAP FOR THIS ROADWAY PROJECT:**

State Road A1A (South Ocean Drive) (South City Limits/Broward County Line) (M.P. 0.00) to Hallandale Beach Boulevard (M.P. 0.792)

**(All maintenance boundaries of original agreement apply)**

***Please See Attached***



**SECTION NO:** 86030  
**S.R. NO.(S):** A1A  
**COUNTY:** Broward  
**FM NO.(S):** 428727-1-52-01

**EXHIBIT B**

**LANDSCAPE IMPROVEMENT PLANS**

**The Department agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.**

**Please see attached plans prepared by: Eithel M. Sierra, RLA**

**Dated: December 2, 2013**

**Sheets 1, 5, 6, 11, 12, 13, 14, 15, 16, 17,  
18, 19, 21, 22, 23, 24**

**COMPONENTS OF CONTRACT PLANS SET**

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS
- LIGHTING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

**INDEX OF ROADWAY PLANS**

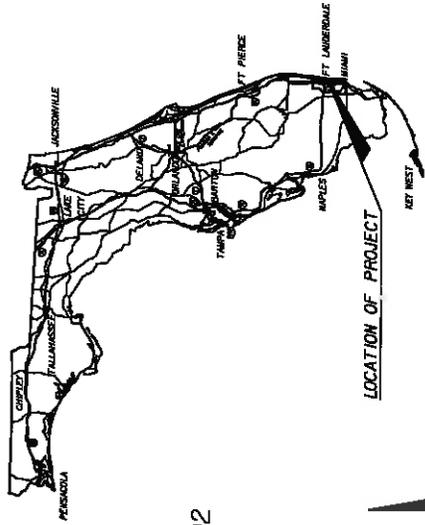
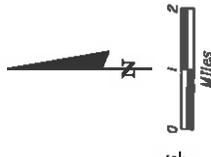
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 4	SUMMARY OF PAY ITEMS
5	TYPICAL SECTION
6 - 7	GENERAL NOTES
8 - 11	SUMMARY OF QUANTITIES
12 - 20	ROADWAY PLAN
21	ROADWAY DETAILS
22 - 24	STORM WATER POLLUTION PREVENTION PLAN
25 - 26	TEMPORARY TRAFFIC CONTROL NOTES
27	TEMPORARY TRAFFIC CONTROL PLAN
28 - 29	UTILITY ADJUSTMENTS
30 - 39	SUMMARY OF VERIFIED UTILITIES
UTV-1 - UTY-4	PROJECT NETWORK CONTROL
CTL-1 - CTL-3	

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**  
**CONTRACT PLANS**

FINANCIAL PROJECT IDS 428727-1-52-01 AND 428727-1-52-02  
(FEDERAL FUNDS)

BROWARD COUNTY (86030)  
STATE ROAD NO. A1A  
SOUTH OCEAN DRIVE  
FROM COUNTY LINE ROAD TO SEACREST PARKWAY

- ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO: EITHEL M. SIERRA, P.E., APCTE, CORP., 4005 NW 41 STREET, SUITE 105 MIAMI, FLORIDA 33136
- PLANS PREPARED BY: AMP CONSULTING TRANSPORTATION ENGINEERS CORPORATION, 10305 N.W. 41 Street, Suite 115 Miami, FL 33178 (305) 592-7283 / Fax: (305) 593-1594 Contract No.: C-9495 Vendor No.: 65-07D593 CA No.: EB-0007797
- NOTE: THIS PROJECT TO BE LET TO CONTRACT WITH FINANCIAL PROJECT ID 428727-1-52-02 FOR FINANCIAL PURPOSES ONLY AND HAS NO PLAN SET.
- NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	4783.68	0.906
BRIDGES	0.000	0.000
NET LENGTH OF PROJECT	4783.68	0.906
EXCEPTIONS	0.000	0.000
GROSS LENGTH OF PROJECT	4783.68	0.906

FOOT PROJECT MANAGER: FAUSTO GOMEZ, P.E.

KEY SHEET REVISIONS	
DATE	DESCRIPTION

**REVISIONS**

For Design Standards click on the "Design Standards" link at the following web site:  
<https://www.dot.state.fl.us/roadsign/>

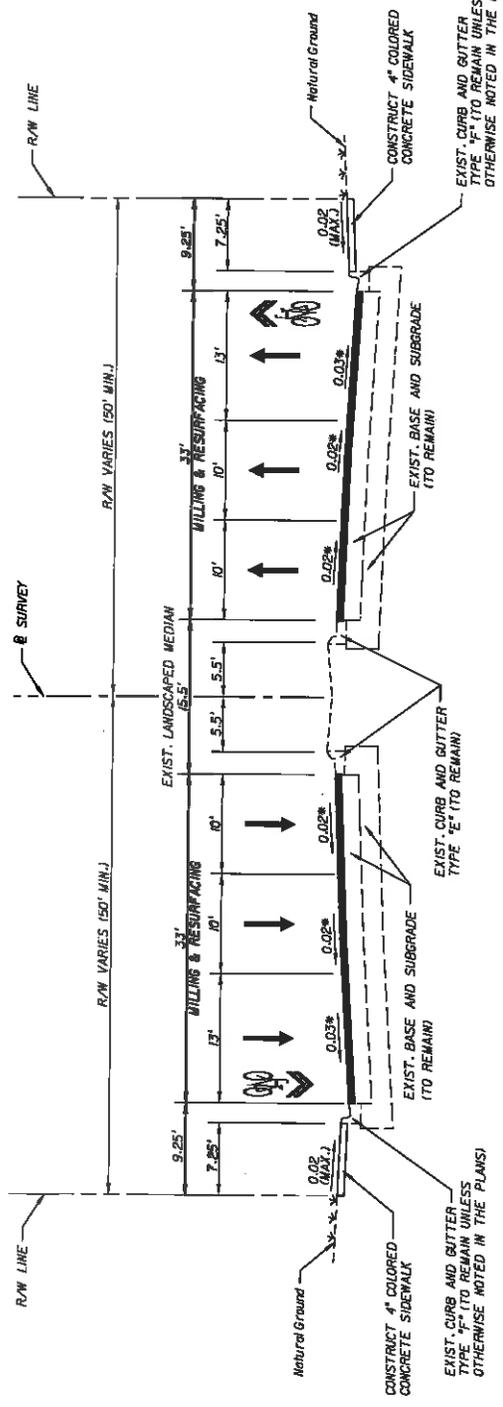
For Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:  
<https://www.dot.state.fl.us/specifications/road/>

**GOVERNING STANDARDS AND SPECIFICATIONS:**  
Florida Department of Transportation, 204 Design Standards and revised Index Drawings as appended hereto, and 204 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

ROADWAY PLANS  
ENGINEER OF RECORD: EITHEL M. SIERRA, P.E.

P.E. NO. 55601

FISCAL YEAR	SHEET NO.
14	1



\* MATCH EXISTING CROSS SLOPE; APPROXIMATE VALUE IS SHOWN

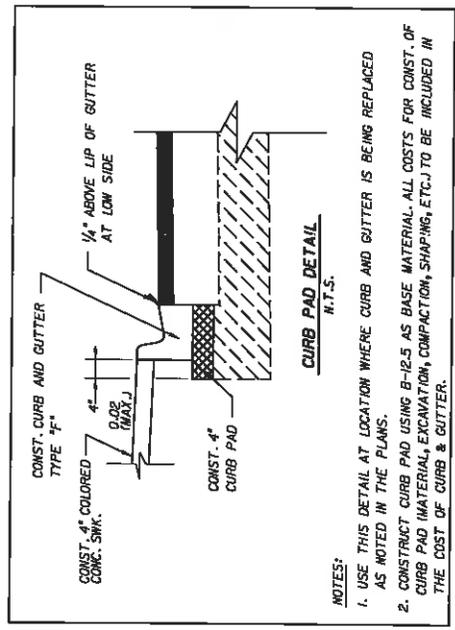
**TYPICAL SECTION**

**SR A-1-A (S. OCEAN DRIVE)**  
**STA. 10+00.00 TO STA. 57+83.68**

- MILLING**  
 WILL EXISTING ASPHALT PAVEMENT (2 1/2" AVG. DEPTH)
- RESURFACING**  
 TYPE SP STRUCTURAL COURSE (TRAFFIC C I (1/2")  
 AND FRICTION COURSE FC-9.5 (TRAFFIC C I (1") (PG 76-22, ARB))

**TRAFFIC DATA**

CURRENT YEAR = 2012 AADT = 34,200  
 ESTIMATED OPENING YEAR = 2014 AADT = 38,000  
 ESTIMATED DESIGN YEAR = 2034 AADT = 52,000  
 K = 9.482 D = 53.582 T = 7.00X (24 HOUR)  
 DESIGN HOUR T = 3.52  
 DESIGN SPEED = 35 MPH  
 POSTED SPEED = 35 MPH



- NOTES:**
- USE THIS DETAIL AT LOCATION WHERE CURB AND GUTTER IS BEING REPLACED AS NOTED IN THE PLANS.
  - CONSTRUCT CURB PAD USING B-12.5 AS BASE MATERIAL. ALL COSTS FOR CONST. OF CURB PAD (MATERIAL, EXCAVATION, COMPACTION, SHAPING, ETC.) TO BE INCLUDED IN THE COST OF CURB & GUTTER.

DATE	DESCRIPTION	REVISIONS	DATE

A&P Consulting Transportation Engineers Corp.  
 19005 N.W. 41 Street, Suite 115  
 Miami, FL 33178  
 (305) 592-7982 / Fax (305) 995-1694  
 E-mail: info@apc.com P.E. No. 98491

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. A/A COUNTY BROWARD  
 FINANCIAL PROJECT ID 4287E7-1-52-01

**TYPICAL SECTION**

SHEET NO. 5

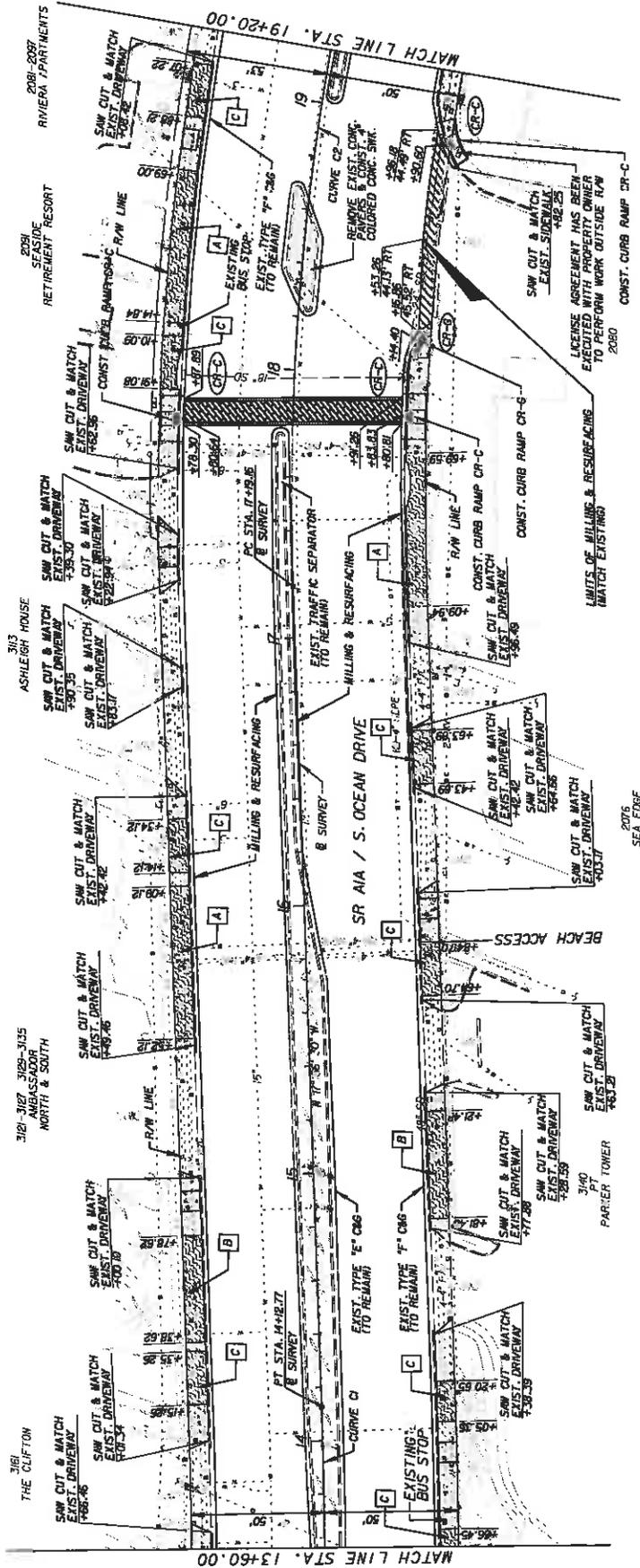






**CURVE DATA**  
 CURVE C2 (B SURVEY)  
 P.I. STA. = 19+00.90  
 Δ = 21° 32' 27" (RT)  
 Δ = 51.99' 50"  
 L = 51.99' 50"  
 R = 539.18'  
 P.C. STA. = 17+19.16  
 P.T. STA. = 20+47.34  
 = N.C.

**CURVE DATA**  
 CURVE C1 (B SURVEY)  
 P.I. STA. = 12+10.05  
 Δ = 22° 52' 30" (LT)  
 Δ = 204.27' 59"  
 L = 406.59'  
 R = 1,510.08'  
 P.C. STA. = 10+03.78  
 P.T. STA. = 14+02.77  
 = N.C.



- LEGEND**
- LIGHTING AND MAST ARM SPECIAL FOUNDATION LOCATIONS
  - ▨ PATTERNED ASPHALT PEDESTRIAN CROSSWALK (SEE HARDSCAPE DETAILS FOR MORE INFORMATION)
  - ▨ 4" INTEGRAL COLORED CONCRETE SIDEWALK (COLOR SHALL BE SCORFIELD CHROMIX #8100 (SPRING BEIGE))
  - ▨ 2" DETECTABLE WARNING SURFACE
  - ▨ LIMITS OF MILLING & RESURFACING
  - ▨ 4" COLORED CONCRETE SIDEWALK WITH SURFACE-SEEDED AGGREGATE FINISH (SEE HARDSCAPE DETAILS)

DATE	REVISION	DESCRIPTION

A&P Consulting Transportation Engineers Corp. 10805 N.W. 41 Street, Suite 115 Miami, FL 33178 (305) 552-2007 / Fax: (305) 552-1884 C.A. #1500000000, P.E. No. 68401 E.M. #1500000000, P.E. No. 68401		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. A1A COUNTY BROWARD PROJECT ID 188727-1-52-01
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8/10/2025 7:00 PM 188727-1-52-01.dwg 188727-1-52-01.dwg	SHEET NO. 13
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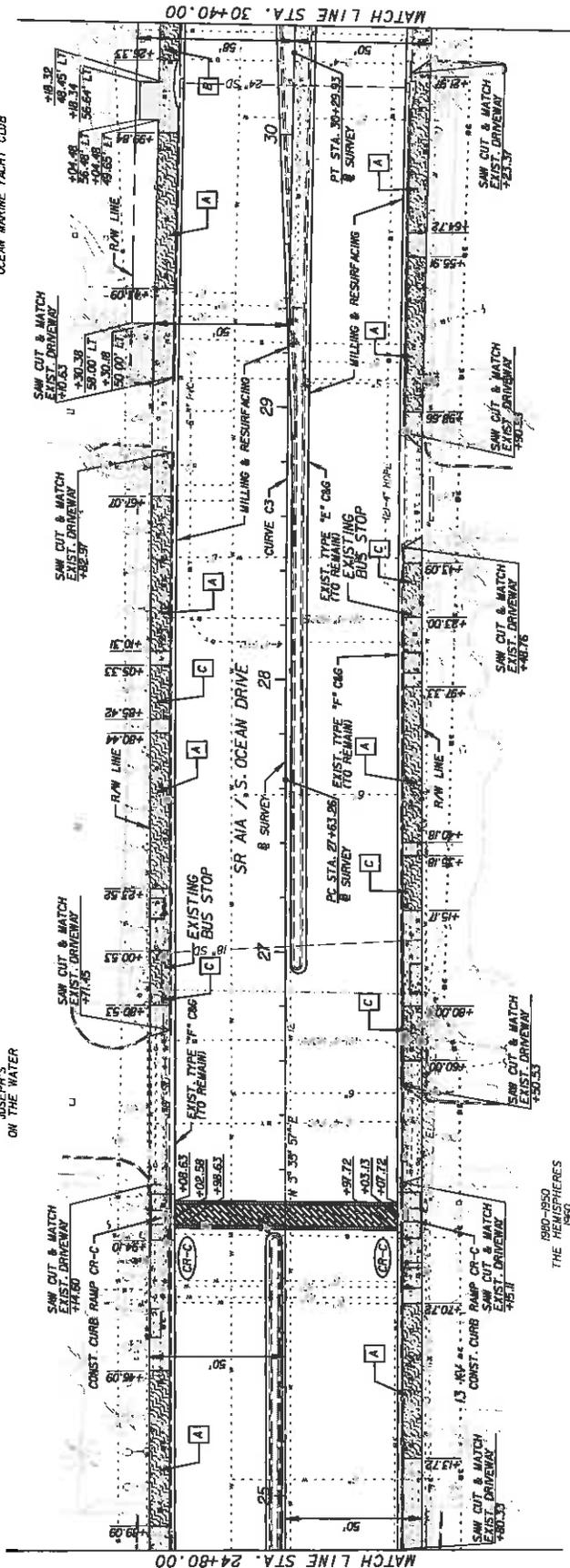


**CURVE DATA**  
 CURVE C-1 = CHORD BEARING 1  
 P.C. STA. = 29+56.60  
 Δ = 7° 20' 00" (RT)  
 D = 0° 30' 00"  
 L = 33.34'  
 R = 166.45'  
 P.T. STA. = 27+43.26  
 P.C. STA. = 30+29.93  
 Δ = N.C.



1945  
 OCEAN MARINE YACHT CLUB

1985-1985  
 THE HEMISPHERES  
 JOSEPH'S  
 ON THE WATER



- LEGEND**
- LIGHTING AND MAST ARM SPECIAL FOUNDATION LOCATIONS
  - ▨ PATTERNED ASPHALT PEDESTRIAN CROSSWALK (SEE HARDSCAPE DETAILS FOR MORE INFORMATION)
  - ▤ INTERIOR COLORED CONCRETE SIDEWALK (SEE HARDSCAPE DETAILS)
  - ▥ COLORED CONCRETE SIDEWALK WITH SURFACE-SEEDED AGGREGATE FINISH (SEE HARDSCAPE DETAILS)
  - ▧ DETECTABLE WARNING SURFACE

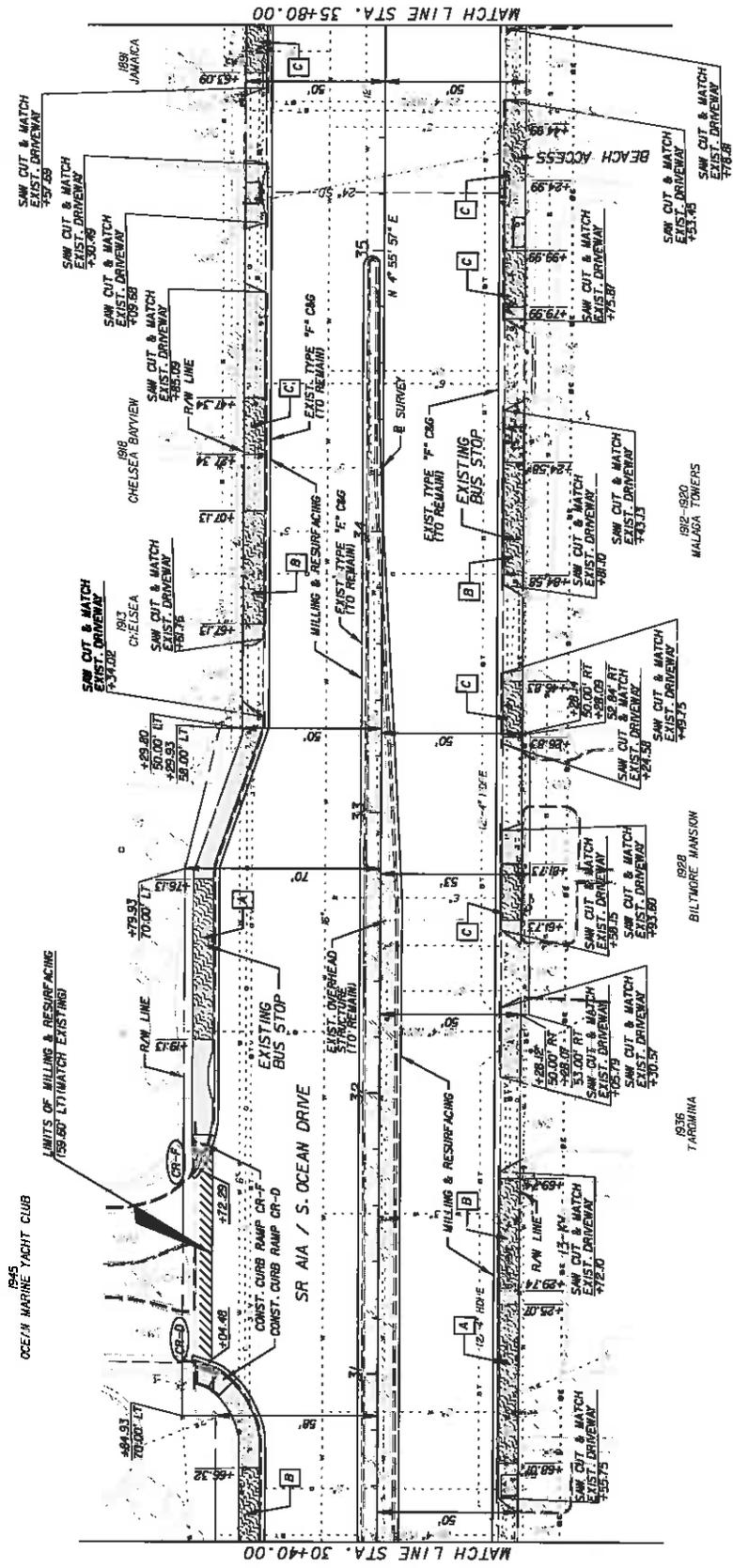
THE HEMISPHERES

1980-1980  
 THE HEMISPHERES  
 OCEAN BREEZE  
 LOUNGE & RESTAURANT

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp. 10006 N.W. 41 Street, Suite 116 Miami, FL 33178 (305) 582-7283 / Fax (305) 582-1594 E-mail: A.P. @ aapcorp.com E-mail: M. Burns, P.E. No. 65401		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. A1A COUNTY BROWARD FINANCIAL PROJECT ID. 488727-1-52-01	SHEET NO. 15
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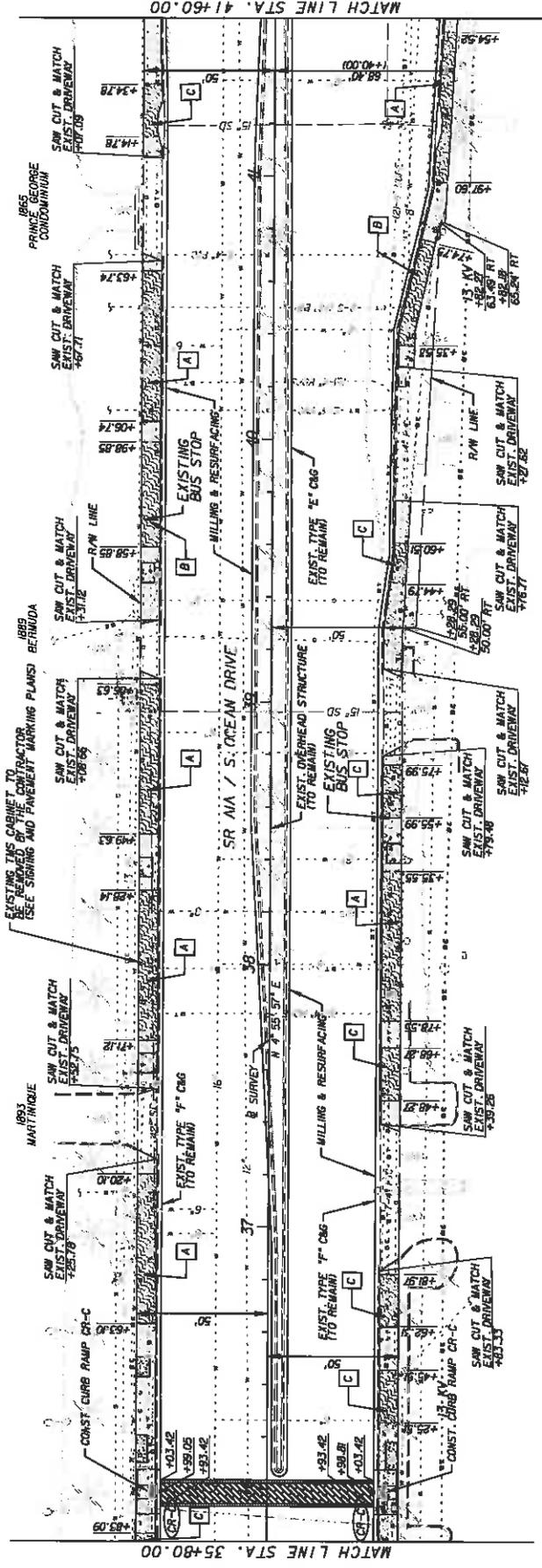


- LEGEND**
- LIGHTING AND MAST ARM SPECIAL FOUNDATION LOCATI.
  - 4" INTEGRAL COLORED CONCRETE SIDEWALK (SPRING BEIGE) CHROMIX #830
  - ▨ 2" DETECTABLE WARNING SURFACE
  - ▧ LIMITS OF MILLING & RESURFACING
  - ▩ 4" COLORED CONCRETE SIDEWALK WITH SURFACE-SEEDED AGGREGATE FINISH (SEE HOUSEKEEP DETAILS)

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp. 10005 N.W. 41 Street, Suite 115 Miami, FL 33178 C(305) 552-8378; F(305) 552-1584 E: info@aap-engineers.com; P.E. No. 05401		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. A1A COUNTY BROWARD FINANCIAL PROJECT ID 498727-1-52-01	
ROADWAY PLAN		SHEET NO. 16	



- LEGEND**
- 1' PATTERNED ASPHALT PEDESTRIAN CROSSWALK (SEE HARDSCAPE DETAILS FOR MORE INFORMATION)
  - 1" INTEGRAL COLORED CONCRETE SIDEWALK (COLOR SHALL BE SCOFFIELD CHROMIX #6130 (SPRING BEIGE))
  - 2' DETECTABLE WARNING SURFACE
  - 4" COLORED CONCRETE SIDEWALK WITH SURFACE-SEEDED AGGREGATE FINISH (SEE HARDSCAPE DETAILS)
- LEGGING AND MAST ARM SPECIAL FOUNDATION LOCATIONS**
- 1' PATTERNED ASPHALT PEDESTRIAN CROSSWALK (SEE HARDSCAPE DETAILS FOR MORE INFORMATION)
  - 1" INTEGRAL COLORED CONCRETE SIDEWALK (COLOR SHALL BE SCOFFIELD CHROMIX #6130 (SPRING BEIGE))
  - 2' DETECTABLE WARNING SURFACE
  - 4" COLORED CONCRETE SIDEWALK WITH SURFACE-SEEDED AGGREGATE FINISH (SEE HARDSCAPE DETAILS)

1880-392-604  
L.A. WIER

ONS

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

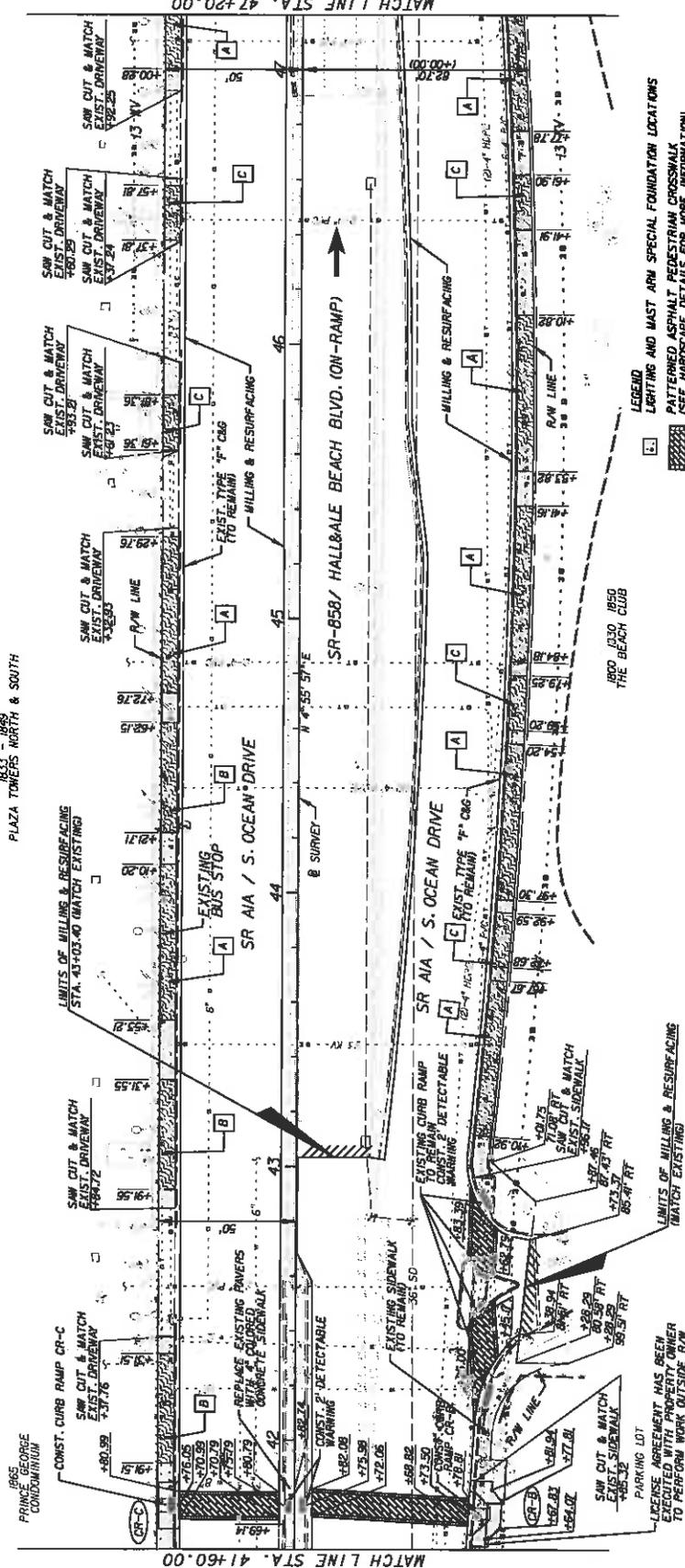
  

A&P Consulting Transportation Engineers Corp. 10306 N.W. 41 Street, Suite 115 Miami, FL 33178 (305) 582-2283 / fax (305) 582-1694 2800 N.W. 34th Ave., P.O. Box 85401		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. A1A COUNTY BROWARD FINANCIAL PROJECT ID 428727-1-52-01	SHEET NO. 17
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**ROADWAY PLAN**



1827 - 1849  
PLAZA TOWERS NORTH & SOUTH

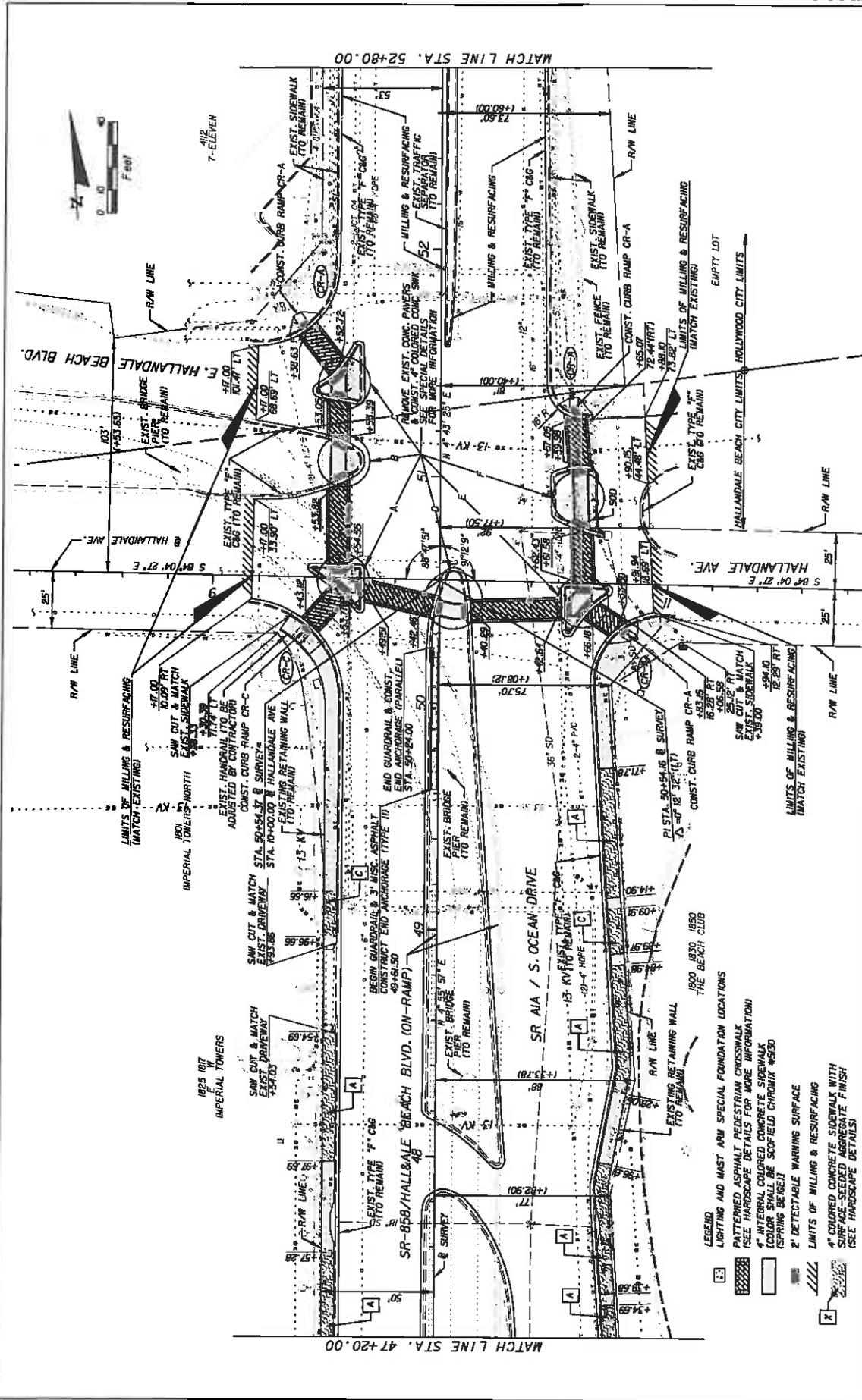


- LEGEND**
- 1 LIGHTING AND MAST ARM SPECIAL FOUNDATION LOCATIONS
  - 2 PATTERNED ASPHALT REDESTRIM CROSSWALK (SEE HARDSCAPE DETAILS FOR MORE INFORMATION)
  - 3 INTEGRAL CURBED CONCRETE SIDEWALK (COLOR SHALL BE SCOFFLED CHROMA #550 (SPRINK BEGEE))
  - 4 DETECTABLE WARNING SURFACE
- LIMITS OF MILLING & RESURFACING**
- 1 COLORED CONCRETE SIDEWALK WITH SURFACE-SEEDED AGGREGATE FINISH (SEE HARDSCAPE DETAILS)

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

AAP Consulting Transportation Engineers Corp. 10806 N.W. 41 Street, Suite 115 Miami, FL 33178 (305) 532-2837 / Fax: (305) 533-1884 Bristol N. Williams, P.E. No. 68401		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID ROAD NO. A1A COUNTY BROWARD PROJECT NO. 1827-1-52-01	SHEET NO. 18
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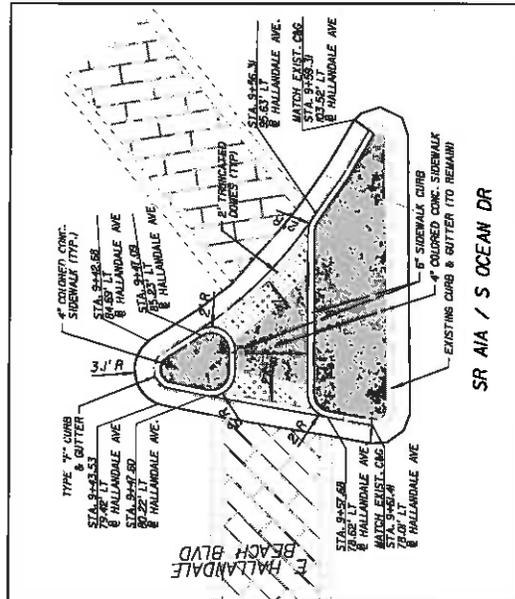
- LEGEND**
- (E) LIGHTING AND MAST ARM SPECIAL FOUNDATION LOCATIONS
  - [Patterned Box] PATTERNED ASPHALT PEDESTRIAN CROSSWALK (SEE HARDSCAPE DETAILS FOR MORE INFORMATION)
  - [Patterned Box] INTEGRAL COLORED CONCRETE SIDEWALK (SPRINK BEG/END)
  - [Patterned Box] 2" DETECTABLE WARNING SURFACE
  - [Patterned Box] LIMITS OF MILLING & RESURFACING
  - [Patterned Box] 4" COLORED CONCRETE SIDEWALK WITH SURFACE SLOPED TO USABLE FINISH (SEE HARDSCAPE DETAILS)

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

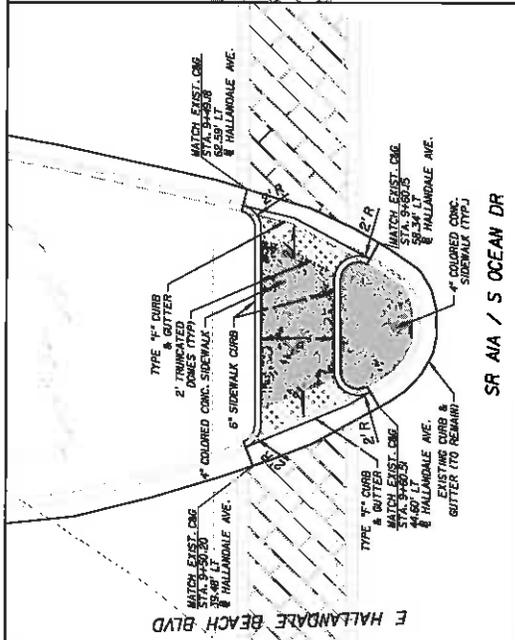
  

A&P Consulting Transportation Engineers Corp. 10805 N.W. 41 Street, Suite 115 Miami, FL 33178 CEN 1595-2883 Fax: (305) 893-1894 CEN 1595-2883 FLE No. 88401		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID: ROAD NO. A1A COUNTY BROWARD PROJECT NO. 428727-1-52-01	SHEET NO. 13
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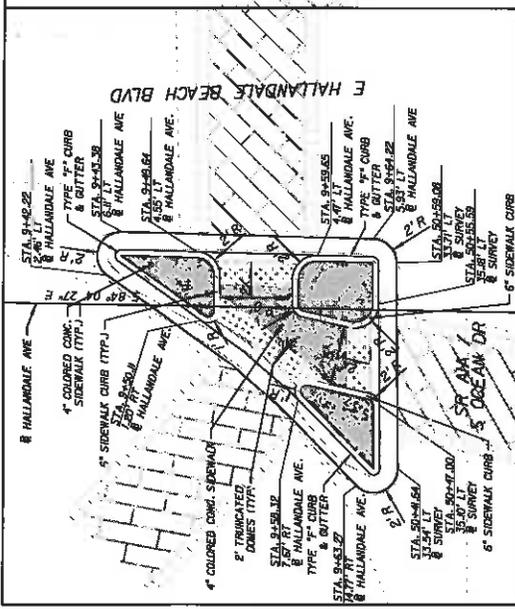
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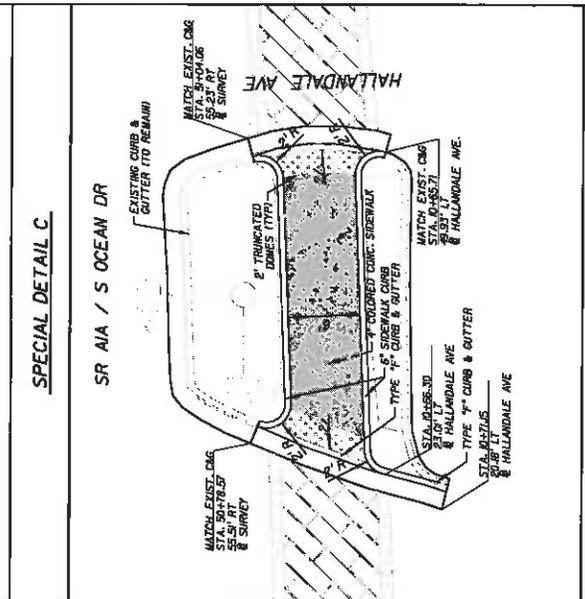
SPECIAL DETAIL A



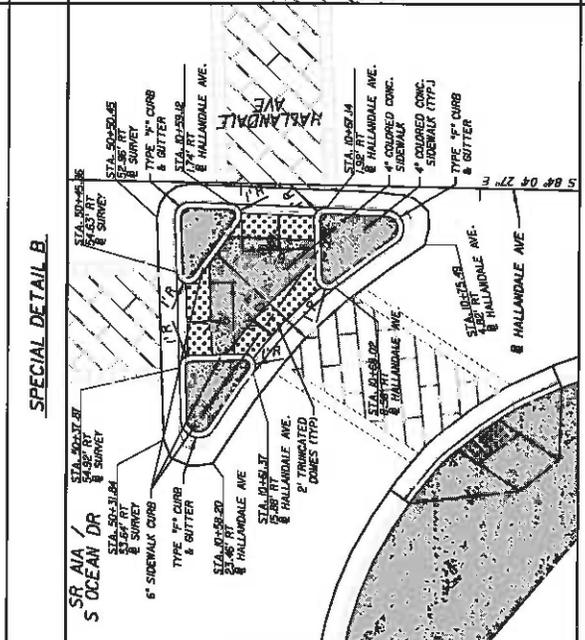
SPECIAL DETAIL B



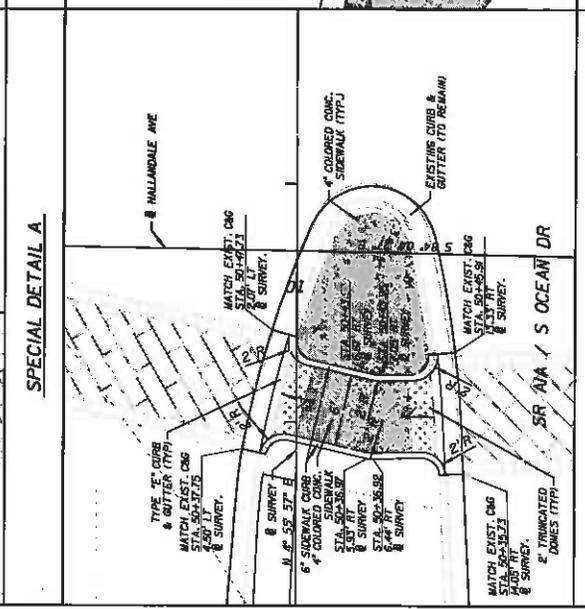
SPECIAL DETAIL C



SPECIAL DETAIL D



SPECIAL DETAIL E



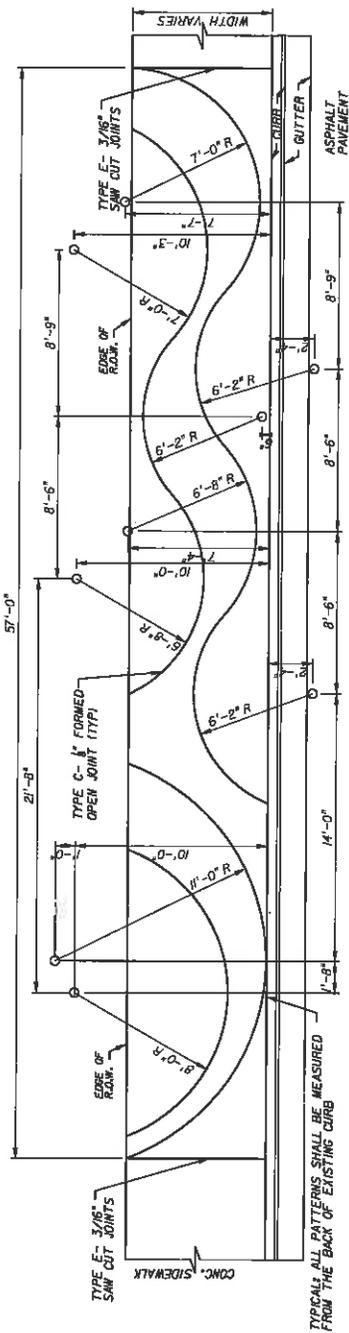
SPECIAL DETAIL F

REVISIONS		DESCRIPTION	
DATE	REVISIONS	DESCRIPTION	DATE

ADP Consulting Transportation Engineers Corp.		STATES OF FLORIDA	
10905 N.W. 41 Street, Suite 115		DEPARTMENT OF TRANSPORTATION	
Miami, FL 33178		ROAD NO. AIA	
CAN: (305) 552-1594		COUNTY BROWARD	
CA: (305) 552-1594		FINANCIAL PROJECT ID 428727-1-52-01	
Ethan M. Smith, P.E. No. 88491		SHEET NO. 21	

**PATTERN STYLE A**  
N.T.S.  
57'-0"

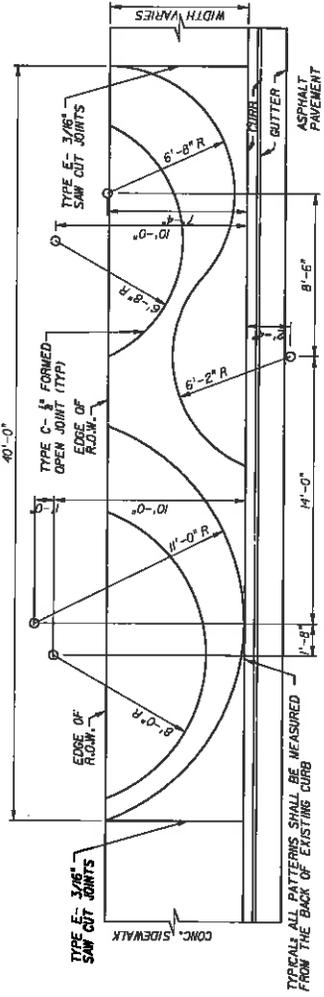


← DIRECTION OF TRAFFIC FLOW

STATE ROAD A1A

NOTE:  
FOR JOINT INFORMATION, REFER TO INDEX 310,  
SHEET P OF E.

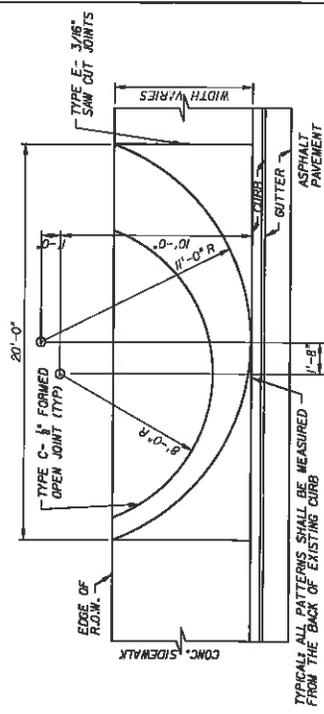
**PATTERN STYLE B**  
N.T.S.  
40'-0"



← DIRECTION OF TRAFFIC FLOW

STATE ROAD A1A

**PATTERN STYLE C**  
N.T.S.  
20'-0"



← DIRECTION OF TRAFFIC FLOW

STATE ROAD A1A

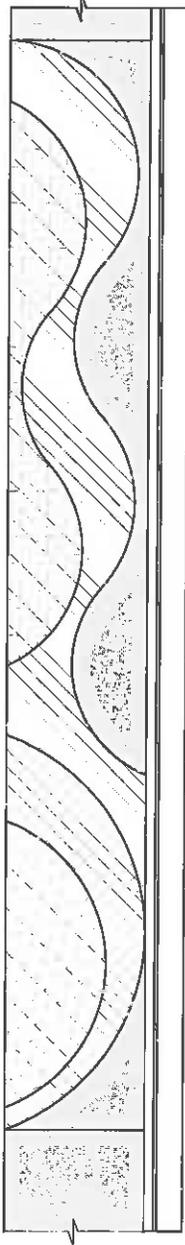
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Engineering Architect of Record:  
TERRY D. COHN-NEWMAN, P.L.L.C. License No. 1233  
1111 BORDWAIN & ASSOCIATES, INC.  
10000 N. W. 11th Avenue, Suite 200  
Fort Lauderdale, Florida 33310  
Professional Seal of Architecture License No. 12333  
Professional Seal of Professional Engineer License No. 12333

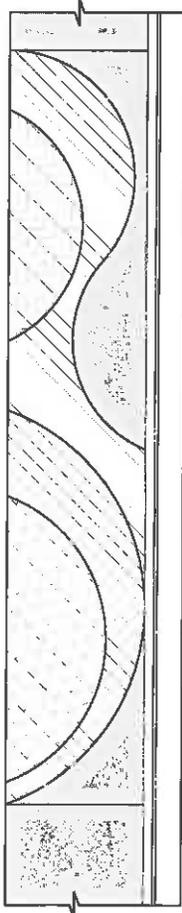
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
ROAD NO. A1A  
COUNTY BROWARD  
FINANCIAL PROJECT ID 428727-1-52-01

SHEET NO. 22

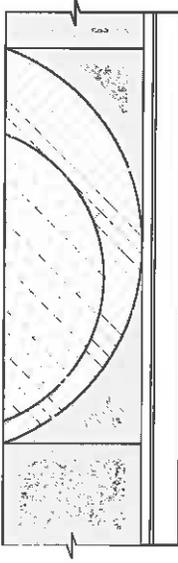
**HARDSCAPE DETAILS**



COLOR DISTRIBUTION KEY  
PATTERN STYLE A



COLOR DISTRIBUTION KEY  
PATTERN STYLE B



COLOR DISTRIBUTION KEY  
PATTERN STYLE C

**LEGEND:**



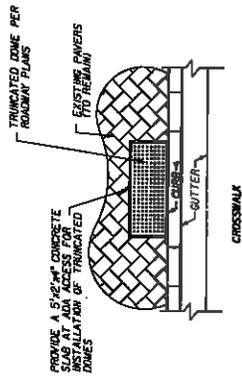
- INTEGRAL COLORED CONCRETE WITH BROOM FINISH  
COLOR TO MATCH SCOFFIELD CHROMIX #3130 (SPRING BEIGE)
- COLOR 1: COLORED CONCRETE WITH BROOM FINISH  
COLOR TO MATCH SCOFFIELD CHROMIX #2225 (COOL GRAY)  
AGGREGATE MIX TO INCLUDE: 20% DARK BLUE GLASS; 20% TURBINOISE GLASS; 20% SEASHELL
- COLOR 2: COLORED CONCRETE WITH BROOM FINISH  
INTEGRAL COLORED CONCRETE WITH BROOM FINISH  
AGGREGATE MIX TO INCLUDE: 20% DARK BLUE GLASS; 20% TURBINOISE GLASS; 20% SEASHELL; 20% WARRIOR FLECK
- COLOR 3: COLORED CONCRETE WITH BROOM FINISH  
INTEGRAL TO MATCH SCOFFIELD CHROMIX #3380 (PORCELAIN GRAY)  
AGGREGATE MIX TO INCLUDE: 20% LIGHT BLUE GLASS; 20% AQUA GREEN GLASS; 20% WARRIOR FLECK
- COLOR 4: COLORED CONCRETE WITH BROOM FINISH  
COLOR TO MATCH SCOFFIELD CHROMIX #3380 (SPRING BEIGE)  
AGGREGATE MIX TO INCLUDE: 20% SEASHELL; 20% CRYSTAL WHITE ONYX; 20% CRYSTAL TEAL GLASS

**NOTES:**

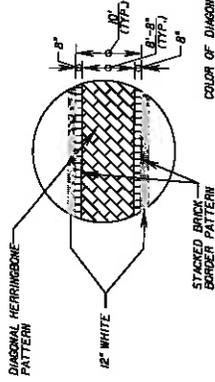
1. ALL CONCRETE SIDEWALK SHALL BE CONSTRUCTED TO MATCH COLOR SCOFFIELD CHROMIX ADVERTISEMENTS FOR COLOR-CONDITIONED CONCRETE. COLOR CHART A-32-20, UNLESS OTHERWISE INDICATED ON HARDSCAPE PLANS.
2. COLORED GLASS SHALL MATCH COLOR AMERICAN SPECIALTY GLASS COLOR CHART AVAILABLE AT [HTTP://WWW.AMERICANSPECIALTYGLASS.COM/LANDSCAPE/](http://www.americanspecialtyglass.com/landscape/)
3. STONE AGGREGATES SHALL MATCH COLOR MATKA GRANITE LLC SAMPLES AVAILABLE AT [HTTP://WWW.KOOFYGRANITE.COM/ARCHITECTURAL\\_AGGREGATE\\_COLORS/INDEX.PHP](http://www.koofygranite.com/architectural_aggregate_colors/index.php)

REVISIONS		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO.
DATE	DESCRIPTION	ROAD NO.	FINANCIAL PROJECT ID	23
		A1A	428121-1-52-01	
		COUNTY		
		BROWARD		

Landscape Architect of Record:  
Timothy D. Cook/Heaton, R.L.A. License No. 1228  
CALVIN GORDON & ASSOCIATES, INC.  
1900 Blue Drive, Suite 600  
Fort Lauderdale, Florida 33319  
www.cgaia.com License No. LC0000038  
Vendor I.D. No. 06-001-2367



**DETECTABLE WARNING ON EXISTING PAVERS DETAIL**  
N.T.S.



**PATTERNED ASPHALT PEDESTRIAN CROSSWALK DETAIL**  
N.T.S.

COLOR OF DIAGONAL HERRINGBONE AND BRICK BORDER PATTERNS TO MATCH CITY OF HALLANDALE BEACH CUSTOM COLOR- "BEACH RED".

REVISIONS	
DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp.  
10805 N.W. 41 Street, Suite 115  
Miami, FL 33178  
Tel: (305) 680-1584  
Fax: (305) 680-1584  
E: info@apc.com  
E: info@apc.com

STATE OF FLORIDA	
DEPARTMENT OF TRANSPORTATION	
ROAD NO.	FINANCIAL PROJECT ID
A1A	42BTZT-1-52-01

HARDSCAPE DETAILS	
SHEET NO.	24

**SECTION NO:** 86030  
**S.R. NO.(S):** A1A  
**COUNTY:** Broward  
**FM NO.(S):** 428727-1-52-01

**EXHIBIT C**

**MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS**

**This Exhibit forms an integral part of the DISTRICT FOUR (4) Amendment to the HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.**

**Dated: November 27, 2013**

# MAINTENANCE PLAN

## Landscape Improvements

**Project State Road No(s):** State Road A1A from County Line (M.P. 0.00) to State Road 858 (Hallandale Beach Boulevard) (M.P. 0.792)  
**FM No(s):** 428727-1-52-01  
**Maintaining Agency:** City of Hallandale Beach  
**RLA of Record:** Eithel M. Sierra, RLA  
**Date:** November 27, 2013

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### **I. General Maintenance Requirements and Recommendations:**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

### **Watering Requirements:**

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### **Irrigation System:**

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

### **Integrated Plant Management:**

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

**Mulching:**

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

**Pruning:**

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

**Staking and Guying:**

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

**Turf Mowing:**

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

**Litter Control:**

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

**Weeding/Herbicide:**

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper

mulch levels. Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

**Plant Replacement:**

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

**Hardscape (Specialty Surfacing):**

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

**Hardscape (Non-Standard Travelway Surfacing):**

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right-of-way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

**Hardscape (Landscape Accent Lighting)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

**Maintenance of Traffic Control**

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**Vegetation Management at Outdoor Advertising (ODA)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for "Vegetation Management at ODA signs" "Florida Statutes" and "Florida Administrative Code" related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

**II. Specific Project Site Maintenance Requirements and Recommendations:**

The City of Hallandale Beach will maintain on SR A1A all seeded aggregate concrete and colored concrete sidewalk. The sidewalk will be maintained in compliance with all the requirements of the latest and as amended, the FDOT Design Standards, FDOT Plans Preparation Manual, FDOT Standard Specifications for Road and Bridge Construction, ADA requirements, the Department Maintenance Rating Program Handbook, and all other requirements set forth by the District Four Operations Maintenance Engineer.

The following is a maintenance requirement for the seeded aggregate concrete sidewalk:

1. Use installer recommended product to remove stains with a stiff nylon brush, and no power washing.
2. Use the following recommended cleaning items: garage floor brooms, blowers, garden hose and nozzle, recommended installer cleanser, mop with synthetic mop head, mop bucket with strainer, and wet dry vacuum.
3. High traffic areas may need to be sealed once per year.

Repair to the seeded aggregate concrete and colored concrete sidewalk should be replaced with the same material and color.

## REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk Videos (ADA)

<http://www.access-board.gov/news/sidewalk-videos.htm>

Americans with Disabilities Act (ADA) (ADAAG)

[http://www.ada.gov/2010ADAstandards\\_index.htm](http://www.ada.gov/2010ADAstandards_index.htm)

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

[www.isa-arbor.com](http://www.isa-arbor.com)

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants*, available for purchase

<http://www.doacs.state.fl.us/pi/pubs.html>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

[http://www2.iccsafe.org/states/florida\\_codes/](http://www2.iccsafe.org/states/florida_codes/)

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*

<http://www.dot.state.fl.us/rddesign/DS/13/IDx/00544.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*

<http://www.dot.state.fl.us/rddesign/DS/13/IDx/00546.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones*

<http://www.dot.state.fl.us/rddesign/DS/13/IDx/00600.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*

<http://www.dot.state.fl.us/rddesign/DS/13/IDx/00700.pdf>

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. 1 Chapter 2.11 Horizontal Clearance*

*Table 2.11.5 Horizontal Clearance to Trees*

*Table 2.11.11 Recoverable Terrain*

<http://www.dot.state.fl.us/rddesign/PPMManual/2013RPPM.shtm>

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*  
<http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2013/Files/580-2013.pdf>

Florida Department of Transportation, Landscape Architecture Website  
[www.MyFloridaBeautiful.com](http://www.MyFloridaBeautiful.com)

Florida Department of Transportation, *Maintenance Rating Program Handbook*  
[http://www.dot.state.fl.us/statemaintenanceoffice/MRPHandbook2012Draft\\_w\\_edit\\_final.pdf](http://www.dot.state.fl.us/statemaintenanceoffice/MRPHandbook2012Draft_w_edit_final.pdf)

Florida Department of Transportation Outdoor Advertising Database  
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists  
<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society  
<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*  
[http://www.fpl.com/residential/trees/right\\_tree\\_right\\_place.shtml](http://www.fpl.com/residential/trees/right_tree_right_place.shtml)

*Guide to Roadside Mowing and Guide to Turf Management*, available for purchase  
<http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm>

Interlocking Concrete Pavement Institute (ICPI)  
<http://www.icpi.org/>

International Society of Arboriculture (ISA)  
[www.isa-arbor.com](http://www.isa-arbor.com)

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*  
<http://edis.ifas.ufl.edu/pdffiles/FR/FR17500.pdf>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*  
<http://www.mutcd.fhwa.dot.gov>

**SECTION NO:** 86030  
**S.R. NO.(S):** A1A  
**COUNTY:** Broward  
**FM NO.(S):** 428727-1-52-01

**EXHIBIT D**

**APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS**

**This Exhibit forms an integral part of the DISTRICT FOUR (4) Amendment to the HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.**

Dated: December 3, 2013

**APPROXIMATE PROJECT COST: \$ 847,545.23**



**EXHIBIT D**

**MAST ARMS AND UPRIGHT POLES  
MAINTENANCE  
MEMORANDUM OF AGREEMENT  
WITH THE CITY OF  
HALLANDALE BEACH**

FIN NO.: 428727-1-52-01  
COUNTY: Broward  
S.R. NO.: SRA1A (South Ocean Drive)

**FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR (4)  
MAST ARMS AND UPRIGHT POLES  
MAINTENANCE MEMORANDUM OF AGREEMENT**

This **AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY OF HALLANDALE BEACH**, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **CITY**.

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over **State Road A1A (South Ocean Drive)**, within the corporate limits of the **CITY**, as part of the State Highway System; and

**WHEREAS**, the **DEPARTMENT** has drafted design plans for improvements within the corporate limits of the **CITY**, the limits of which are described in the attached **Exhibits "A", "B", "C", "D" and "E"**, which by reference hereto shall become a part hereof; and

**WHEREAS**, the **DEPARTMENT** and the **CITY** are both committed to improving the aesthetics within the **CITY LIMITS**; and

**WHEREAS**, the **CITY** has requested that the **DEPARTMENT** install color coated mast arms within the **CITY LIMITS**, as further described in **Exhibit C** and the **DEPARTMENT** is willing to do so subject to the terms and conditions contained herein; and

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

**WHEREAS**, the **CITY** 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 MAST ARMS

The DEPARTMENT shall replace existing mast arms as more specifically described in **Exhibit A**.

3. REMOVAL OF FACILITIES

It is understood between the parties hereto that the mast arms and uprights covered by this **AGREEMENT** may be removed at any time in the future, as found necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the **DEPARTMENT**. All costs associated with such activities will be solely at the expense of the **DEPARTMENT**.

4. MAINTENANCE OF FACILITIES

A. The **CITY** shall be solely responsible for the maintenance and preservation all of the colored coating of the mast arms and uprights within the **CITY LIMITS**. The **CITY** shall inspect the colored coating of the mast arms and uprights on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit E**.

B. The above named functions to be performed by the **CITY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **CITY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination. The **CITY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

C. The **CITY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the signal masts or mast arms, or other assets occurring as a result of coating operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**

5. NOTICE OF MAINTENANCE DEFICIENCIES

If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT's District Secretary** that the **CITY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, said District Secretary may, at his/her option, issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **CITY**, in care of the **DIRECTOR OF PUBLIC WORKS**, to place the **CITY** on notice regarding its maintenance deficiencies. Thereafter, the **CITY** shall have a period of thirty (30) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

A. Remove all the colored coating on the mast arms and upright poles and repair any damaged galvanizing with **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **CITY**.

6. AMENDMENTS

This **AGREEMENT** may be amended in writing if mutually agreed to by both parties.

7. AGREEMENT TERMINATION

This **AGREEMENT** is subject to termination under any one (1) of the following conditions:

- A. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under this Agreement, following thirty (30) days written notice.
- B. By the **DEPARTMENT**, for refusal by the **CITY** 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 **CITY** in conjunction with this Agreement.
- C. Only if mutually agreed to by both parties.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for Fifty (50) years or until termination as set forth in this **AGREEMENT**.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **CITY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the mast arm 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 **CITY** 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 **CITY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - a. **CITY'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,

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as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

- b. **CITY'S** contractor shall furnish the **CITY** with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- c. Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **CITY'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 coverage 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.

#### 10. E-VERIFY REQUIREMENTS

The **CITY** shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, in accordance with the terms governing the use of the system, to confirm the employment eligibility of:

- A. shall utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all new employees hired by the **CITY** during the term of this **AGREEMENT**; and
- B. Shall 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 contractor during the term of this **AGREEMENT**.

11. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other agreements and understating, oral or written, with reference to the subject matter hereof that are not merged herein.

#### 12. 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; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

#### 13. ASSIGNMENT

This Agreement may not be assigned or transferred by the **CITY** in whole or part without the consent of the **DEPARTMENT**.

14. 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. The **CITY** agrees to waive forum and venue and that the **DEPARTMENT** shall determine the forum and venue in which any dispute under this agreement is decided

15. 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  
Attention: District IV Maintenance Engineer  
Or hi/her designee

If to the **CITY**:  
City of Hallandale Beach  
Utilities and Engineering  
630 Northwest 2<sup>nd</sup> Street  
Hallandale Beach, FL 33009  
Attention: Director of Public Works

16. LIST OF EXHIBITS

- Exhibit A: Project Scope
- Exhibit B: Project Plans
- Exhibit C: Letter from City
- Exhibit D: Letter from County
- Exhibit E: Maintenance Plan

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF HALLANDALE BEACH

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Chairperson/Mayor

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

Attest: \_\_\_\_\_ (SEAL)  
Clerk

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Approval

Legal Approval

\_\_\_\_\_  
Attorney Date

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

**THIS IS AN EXHIBIT ONLY...NOT FOR EXECUTION!**

FIN NO.: 428727-1-52-01  
COUNTY: Broward  
S.R. NO.: SRA1A (South Ocean Drive)

## EXHIBIT A

**MILEPOSTS: 0.000 to 0.906**

### I. PROJECT LOCATIONS:

State Road A1A (South Ocean Drive) from the Miami-Dade/Broward County line to Seacrest Parkway

### II. PROJECT LIMITS OF MAINTENANCE:

- PROPOSED MAST ARM LOCATIONS
  - Intersection of SR A1A and County Line Road (Intersection # 3407) in Hallandale Beach, FL
  - Intersection of SR A1A and Hemispheres (Intersection # 3408) in Hallandale Beach, FL
  - Intersection of SR A1A and La Mer Drive (Intersection # 3409) in Hallandale Beach, FL
- EXISTING MAST ARM LOCATIONS
  - Intersection of SR A1A and 2080 mid block crossing (Intersection # 3388) in Hallandale Beach, FL
  - Intersection of SR A1A and 1865 mid block crossing (Intersection # 3397) in Hallandale Beach, FL
  - Intersection of SR A1A and Hallandale Beach Blvd. (Intersection # 3051) in Hallandale Beach, FL

### III. PROJECT SCOPE OF WORK / JUSTIFICATION:

The Department is to replace the existing strain poles with mast arms traffic signals at the intersections of County Line Road, Hemispheres, and La Mer Entrance with SR A1A (South Ocean Drive), City of Hallandale Beach, FL. There are (7) seven existing mast arms to remain with a powder coated in standard black color at the intersections of 20810 mid block crossing, 1865 mid block crossing and Hallandale Beach Blvd.

The scope of work of this agreement will be to have the proposed (10) ten mast arms traffic signals powder coated in standard black color to match the other (7) seven signal assemblies in the area. The City will maintain the painted surface for the life of the signals for all (17) seventeen mast arms.

FIN NO.: 428727-1-52-01  
COUNTY: Broward  
S.R. NO.: SRA1A (South Ocean Drive)

## EXHIBIT B

### PROJECT PLANS

The Department agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by:

F.R. Aleman and Associates, Inc.  
10305 NW 41<sup>st</sup> Street, Suite# 200  
Miami, FL 33178  
(305) 591-8777

Signalization Engineer of Record: Amazia L. Kiboko, PE, P.E. No. 49523

**THIS IS AN EXHIBIT ONLY...NOT FOR EXECUTION!**

FIN NO.: 428727-1-52-01  
COUNTY: Broward  
S.R. NO.: A1A (South Ocean Drive)

## EXHIBIT C



October 8, 2013

Mr. Fausto Gomez, P.E.  
District Four Consultant Management  
Florida Department of Transportation  
3400 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309

DEPT. OF PUBLIC WORKS  
Steven F. Parkinson, P.E., PWLF  
Director

Re: **SR A1A - South Ocean Drive from County Line Road to Seacrest  
Parkway**  
**Financial Project ID: 428727-1-52-01**  
**Painting of Mast Arms at SR A1A**

Dear Mr. Gomez:

The City of Hallandale Beach understands that FDOT is proposing galvanized mast arms located within the limits of Financial Project ID No. 484727-1-52-01.

Recognizing that all existing mast arms installations within the City have been implemented with a black finish, the City would recommend maintaining a similar design on the seventeen (17) mast arms in this project with the powder coated in standard black color. The City of Hallandale Beach understands its maintenance responsibility of the mast arm paint upon completion of the mast arm installation.

We will move the Joint Participation and Maintenance Memorandum Agreement to the City Commission upon receipt and review. If you have any questions or concerns, please contact our office at (954) 457-1611.

Sincerely,

CITY OF HALLANDALE BEACH

Steven F. Parkinson, P.E., PWLF  
Director

cc: Daniel Rosemond, Deputy City Manager  
Beatriz Alvarez, Engineer I

attachments

630 NW 2nd Street  
Hallandale Beach, FL 33009  
Ph (954) 457-1600  
Fax (954) 457-1624

FIN NO.: 428727-1-52-01  
COUNTY: Broward  
S.R. NO.: A1A (South Ocean Drive)

## EXHIBIT D



PUBLIC WORKS DEPARTMENT  
TRAFFIC ENGINEERING DIVISION  
2300 W. Commercial Boulevard • Fort Lauderdale, Florida 33309 • 954-347-2600 • FAX 954-847-2700

September 30, 2013

Mr. Fausto Gomez, P.E.  
District Four Consultant Management  
Florida Department of Transportation  
3400 W. Commercial Boulevard  
Fort Lauderdale, Florida 33309

RE: SR A1A – South Ocean Drive from County Line Road to Seacrest Parkway  
Financial Project ID: 428727-1-52-01  
MMOU for City of Hallandale to Paint and Maintain Paint Finish of SR A1A Mast-Arms

Dear Fausto:

The County has reviewed the form of the Maintenance Memorandum of Agreement (MMOU) and correspondence provided by the City of Hallandale Beach, and has no objection to the city painting and/or maintaining the paint on the traffic signal mast arms and related structures located within the limits of the above-referenced project. We also have no objection in the City of Hallandale Beach and the Department entering into a maintenance agreement to perform and/or maintain the mast-arm painting.

As the maintaining agency for the signal equipment associated with these structures, we request that our agency be notified at least 72-hours in advance of any paint maintenance activities to be performed in the future by the city as part of the proposed maintenance agreement. Written notifications can be submitted at [TRAFFIC@broward.org](mailto:TRAFFIC@broward.org).

If you have any additional questions, please feel free to contact me at (954) 847-2600.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Brunner".

Scott Brunner, Director  
Traffic Engineering Division

c: Mark Plass, District Traffic Operations Engineer, FDOT District Four  
Edwin Davis, Assistant Director, Broward County Traffic Engineering Division  
Yves d'Anjou, Signal Operations Engineer, Broward County Traffic Engineering Division  
Ed Gariboldi, Signal Superintendent, Broward County Traffic Engineering Division  
SR-A1A Mast Arm Intersection Files

Broward County Board of County Commissioners  
Sue G. K. Burge • Dale V. C. Harnish • Kevin Jacobs • Martin David Kiar • Chip LaMarca • Stacy R. Lee • Tim Ryan • Bruce S. Smith • Lynn Weaver  
[www.broward.org](http://www.broward.org)

FIN NO.: 428727-1-52-01  
COUNTY: Broward  
S.R. NO.: SRA1A (South Ocean Drive)

## EXHIBIT E

### MAINTENANCE PLAN REQUIREMENTS

The **CITY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the non-standard colored coating on the mast arms and upright poles 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 **CITY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of 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 signal masts or mast arms, 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 **CITY** 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