



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

**INVITATION TO BID (ITB)
BID # FY 2018-2019-001**

**CITY OF HALLANDALE BEACH
A-1-A BRIDGE PAINTING IMPROVEMENTS PROJECT**

**EXHIBIT C – APPROVED COMMUNITY AESTHETIC FEATURE
AGREEMENT (CAFA)**

**PREPARED BY:
CITY OF HALLANDALE BEACH
DEPARTMENT OF PUBLIC WORKS
AND
PROCUREMENT DEPARTMENT**

SUBMITTAL/APPROVAL LETTER

To: Steve C. Braun, PE
District or Turnpike Design Engineer

Date: 6/26/18

Financial Project ID: New Const. [X] RRR []
Federal Aid Number:
Project Name: Hallandale Beach Bridge Painting and Art
State Road Number: A1A & 858 Co./Sec./Sub. 86030
Begin Project MP: End Project MP:
FHWA Project of Division Interest: Yes [] No [X]
Request for: Design Exception [] Design Variation []
Community Aesthetic Feature: Conceptual [] Final [X]
Re-submittal: Yes [] No [] Original Ref# []

- Requested for the following element(s):
[] Design Speed [] Lane Width [] Shoulder Width [] Cross Slope
[] Design Loading Structural Capacity [] Vertical Clearance [] Maximum Grade [] Stopping Sight Distance
[] Superelevation [] Horizontal Curve Radius [X] Other Public Art Add-on/ Affixed

The improvements proposed within FDOT right of way includes to paint the existing A-1-A Bridge at Hallandale Beach Boulevard (Excluding FDOT Mechanically Stabilized Earth (MSE) walls with the Manatees and FDOT Steel Bridge Repair Project. Please see Exhibit A showing limits of the project.

Recommended by: [Signature] Date 2/9/18

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

Approvals: [Signature] Date 6/26/18
District or Turnpike Design Engineer
[Signature] Date 9/25/18
State Roadway Design Engineer
Date
Chief Engineer

Date
District Structures Design Engineer
Date
State Structures Design Engineer
Date
FHWA Division Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COMMUNITY AESTHETIC FEATURE AGREEMENT

625-010-10
ROADWAY DESIGN
OGC - 08/17
Page 1 of 12

State Road/Local Road A1A & 858 Section No. 86030 CAFA No. 2017-M-491-007

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and City of Hallandale Beach ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** Public Art, Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road A1A and SR858 (Hallandale Beach Blvd.) at MP _____ in Broward County, Florida ("Project").
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through five years from the date of execution of this agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within Three Hundred & Sixty-Five (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

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

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

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 3400 W. Commercial Blvd.; Ft Lauderdale, FL 33309. The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly

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

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

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:
Inspect the artwork on regular intervals for discoloration. To keep the artwork and colors fresh, the City will pressure wash the artwork up to one (1) time each year. The City will inspect the artwork for graffiti and make corrections.
Upon termination of agreement, the City of Hallandale Beach will, at the request of the State, repaint the A1A bridge walls, columns, and approaches covered by this agreement to its original color.(Exclusion of the west face "Manatees art and FDOT steel repair project). Pleas see the attached Cost Estimate from the City ACAI Bridge Report.
- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 15,000.00 to be held in perpetuity . The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. **INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:
- "The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."
- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT Four (4) PROGRAM MANAGER

District Maintenance Engineer
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309

Phone: 954-486-1400

Fax: 954-777-4223

City of Hallandale Beach COUNTY [OR CITY], FLORIDA
Roger M. Carlton – City Manager
400 S. Federal Hwy,
Hallandale Beach, FL 33309

Phone: 954-457-1300

Fax: 954-457-1454

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

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. **UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

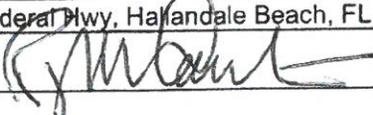
The remainder of this page is intentionally left blank.

Section No. 86030

CAFA No. 2017-M-491-007

AGENCY

City of Hallandale Beach
400 S. Federal Hwy, Hallandale Beach, FL 33309

By: 

Print Name: Roger M. Carlton

Title: City Manager

As approved by the Council, Board, or

Commission on: _____

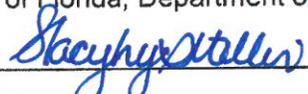
Attest: _____

Legal Review: _____


City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: 

Print Name: Stacy Miller, PE

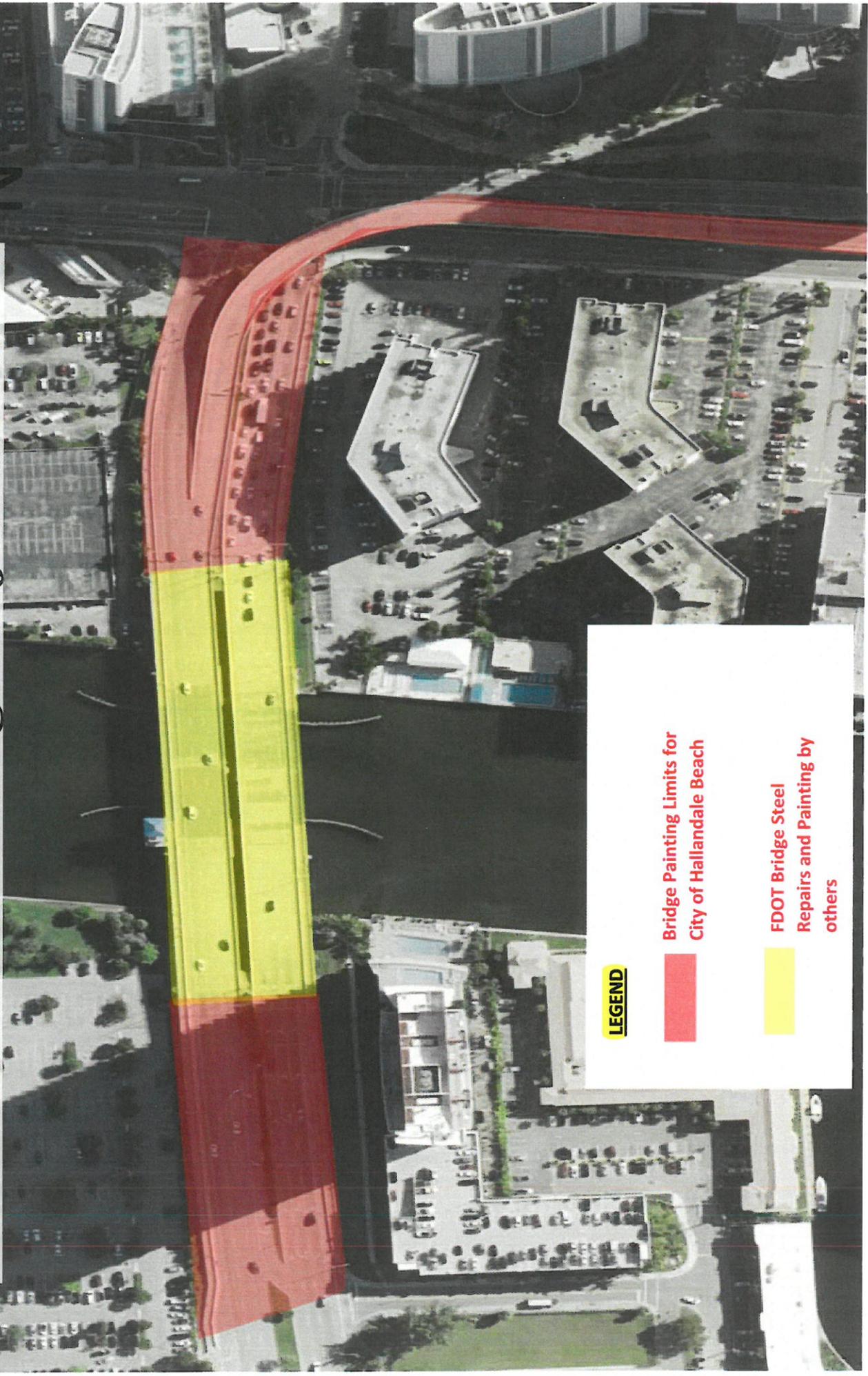
Title: Director of Development

Date: 10/2/18

Legal Review: _____



Exhibit A-Project Limits City of Hallandale Painting Project Limits.



LEGEND

-  Bridge Painting Limits for City of Hallandale Beach
-  FDOT Bridge Steel Repairs and Painting by others

**CITY OF HALLANDALE
HALLANDALE BOULEVARD BRIDGE
BEAUTIFICATION**



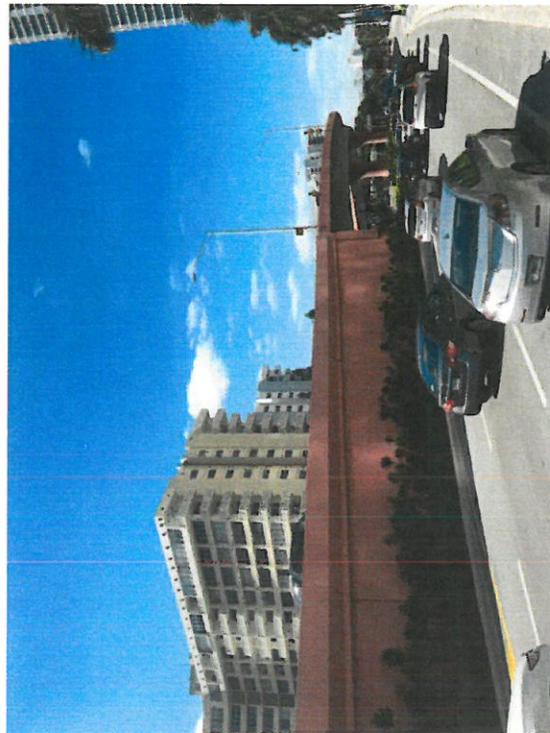
Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

RECEIVED
11/17/2017

ACAI
2937 W. Cypress Creek Rd., Suite 200
Fort Lauderdale, Florida 33309
Tel: 954.484.4000 • Fax: 954.484.5588
www.acaiworld.com



A1A NORTHBOUND - PROPOSED

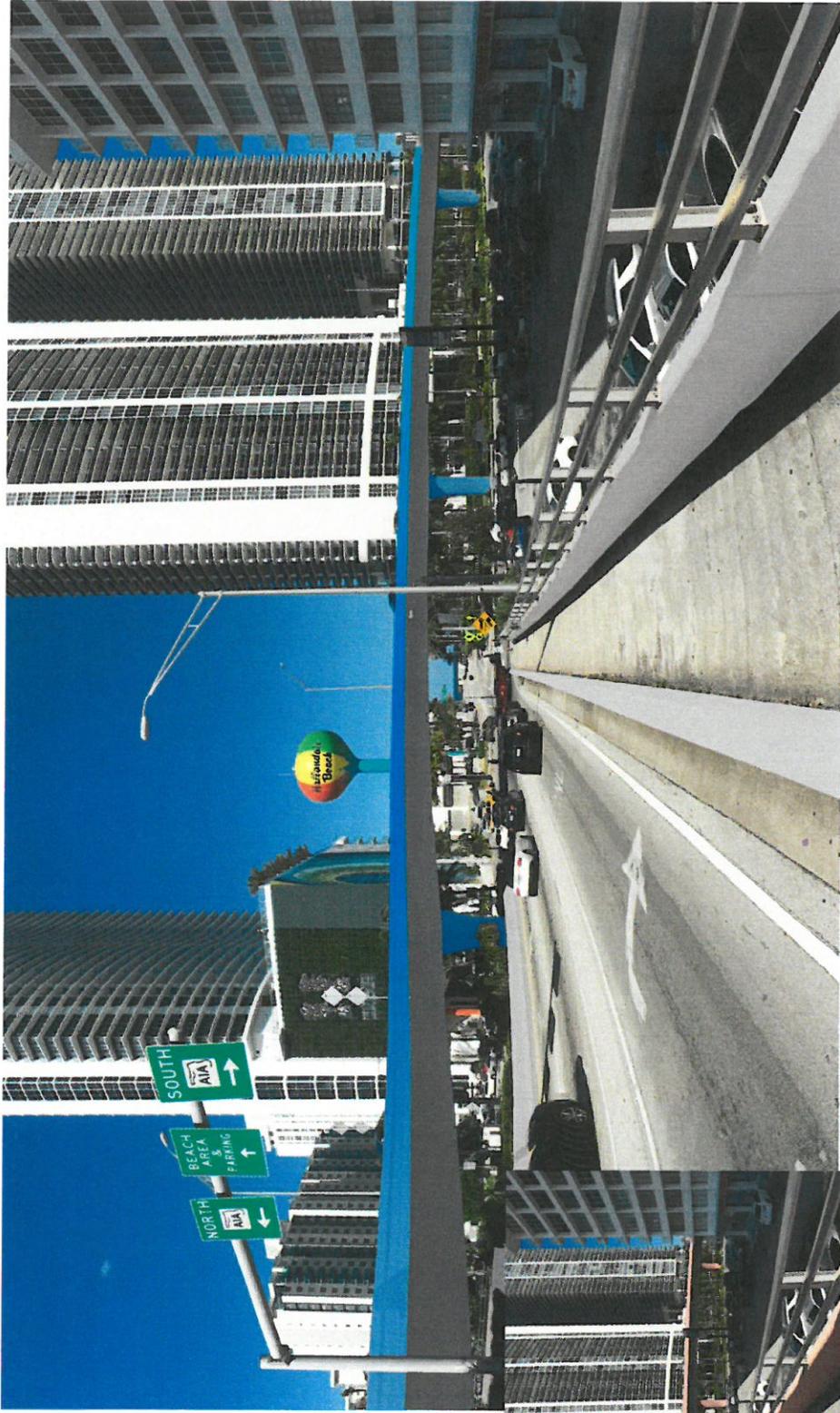


A1A NORTHBOUND - EXISTING

ACAI

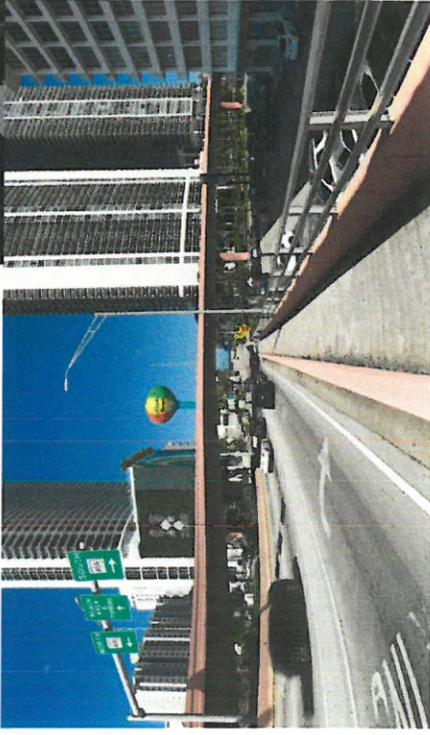
DATE: 05/12/2017
SALES NO.: SA1570

CITY OF HALLANDALE – HALLANDALE BOULEVARD BRIDGE BEAUTIFICATION



HALLANDALE BOULEVARD EASTBOUND - PROPOSED

HALLANDALE BLVD EB - EXISTING

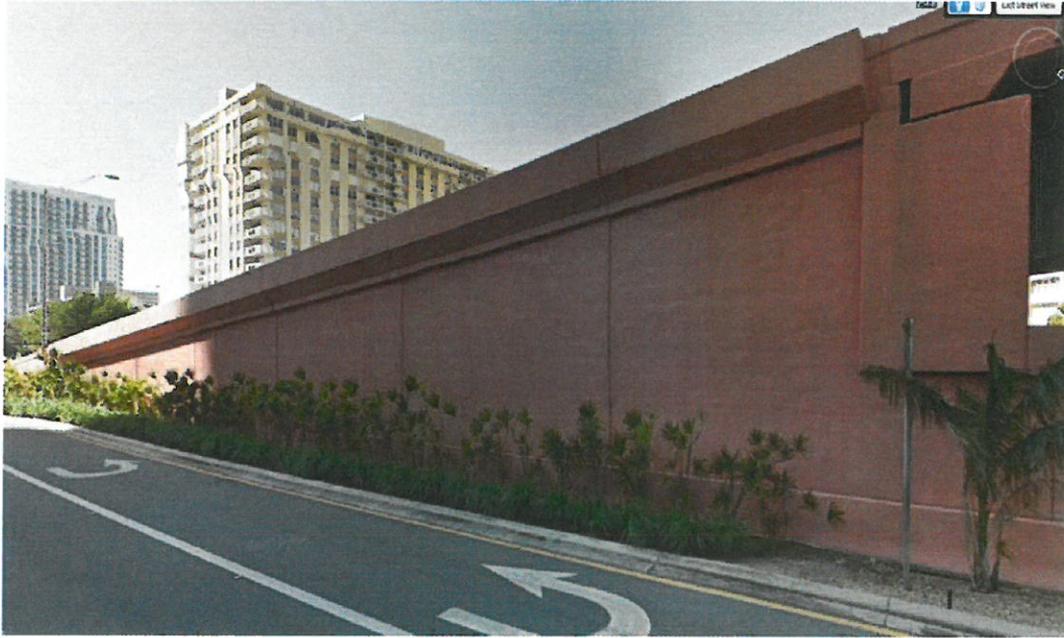


ACAI

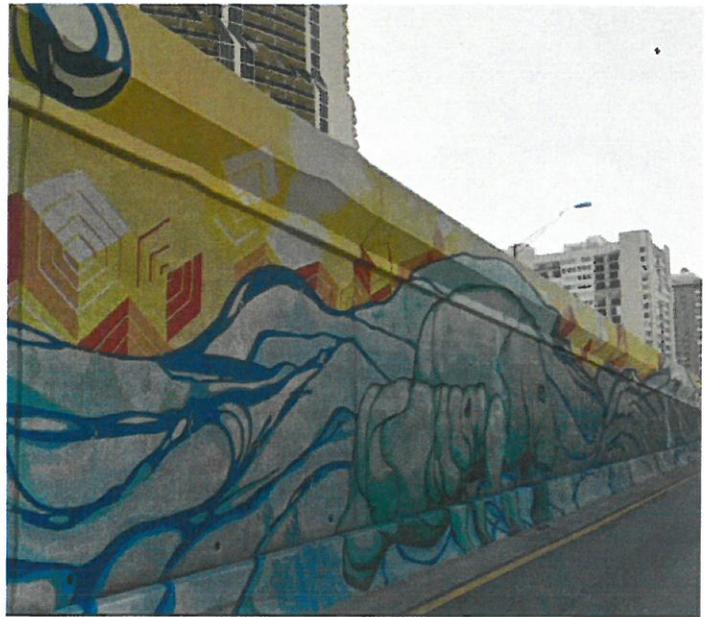
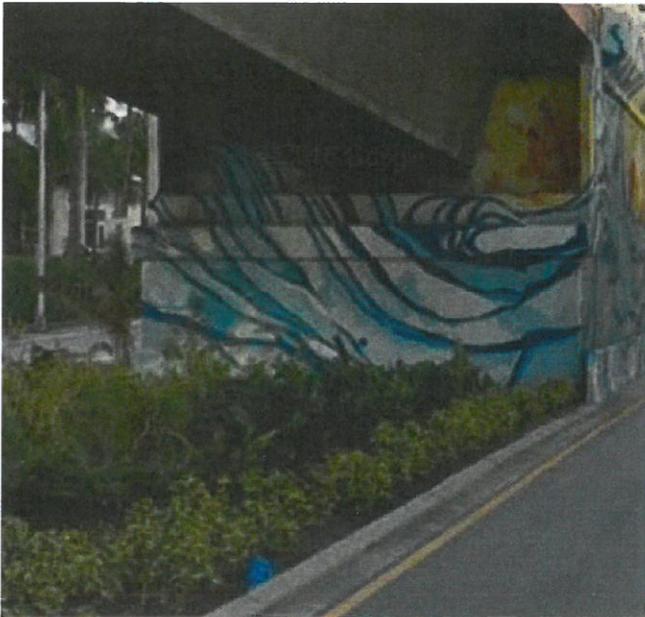
DATE: 05/12/2017
SALES NO.: SA1570

CITY OF HALLANDALE – HALLANDALE BOULEVARD BRIDGE BEAUTIFICATION

East Side of MSE Wall



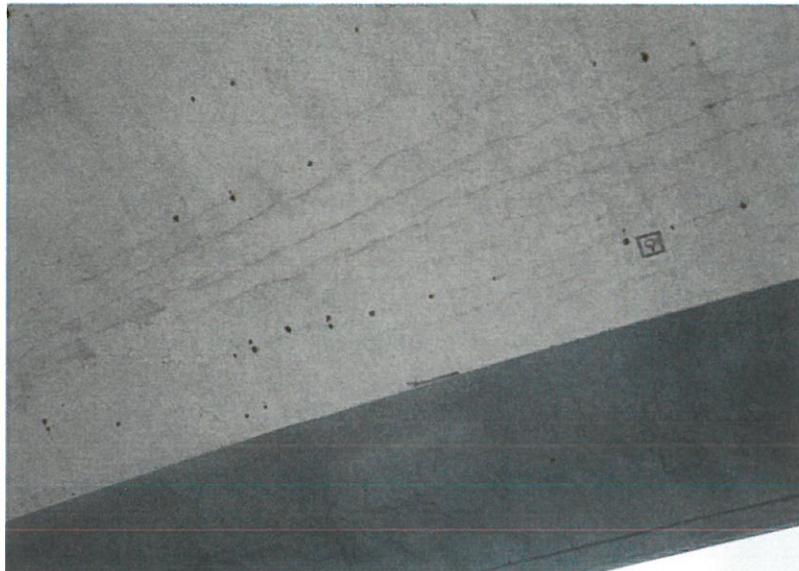
Excluding areas with Art Work



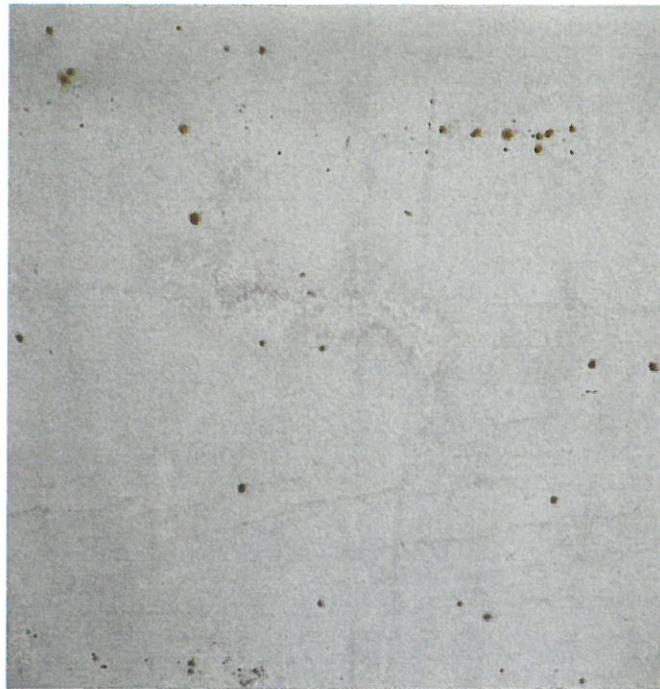
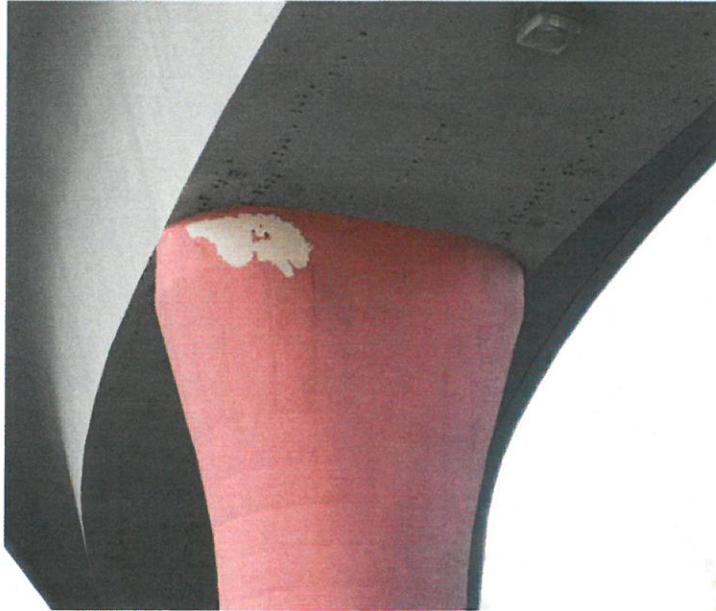
A1A Bridge Inside Walls



A1A Bridge Outside Bridge Walls

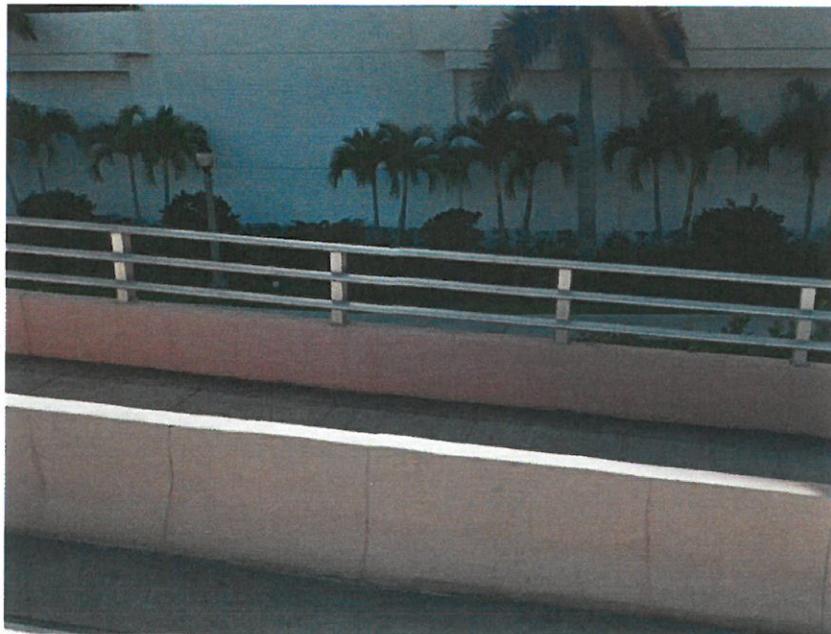


Under the Bridge

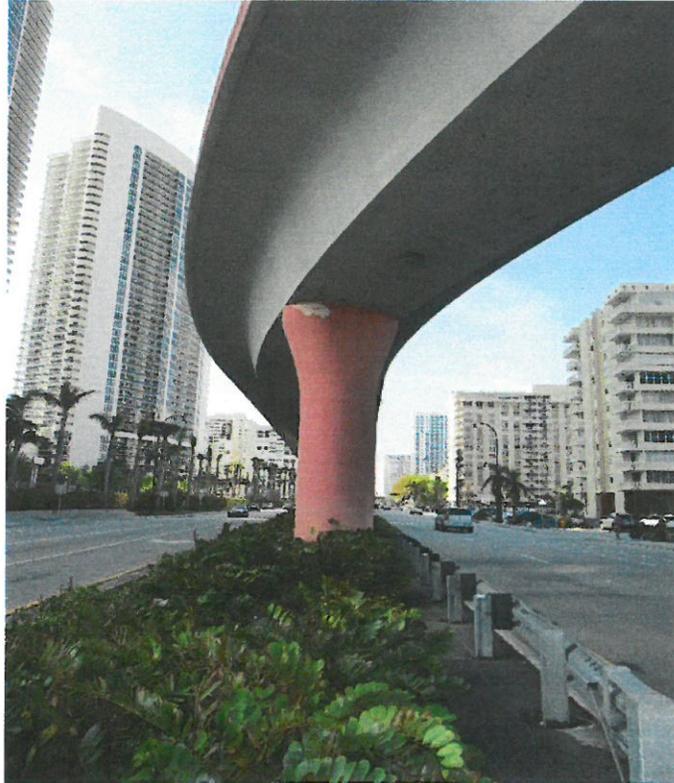




A1A Bridge Ramp walls



A1A Bridge Columns





Section No. 86030

CAFA No. 2017-M-491-007

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The improvements proposed within FDOT right of way includes to paint the existing A-1-A Bridge at Hallandale Beach Boulevard (Excluding FDOT Mechanically Stabilized Earth (MSE) walls with the Manatees and FDOT Steel Bridge Repair Project. Please see Exhibit A showing limits of the project.

The project will require temporary closure of one lane of state Road A-1-A (North Ocean Drive). The closure will be coordinated to minimize impact on traffic. There will be no lane closures during high-traffic volume times between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by ACAI, P.E./R.L.A./Architect and dated 11/17/2017. Any revisions to these plans must be approved by the Department in writing.

Section No. 86030

CAFA No. 2017-M-491-007

EXHIBIT "B"

SPECIAL PROVISIONS

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

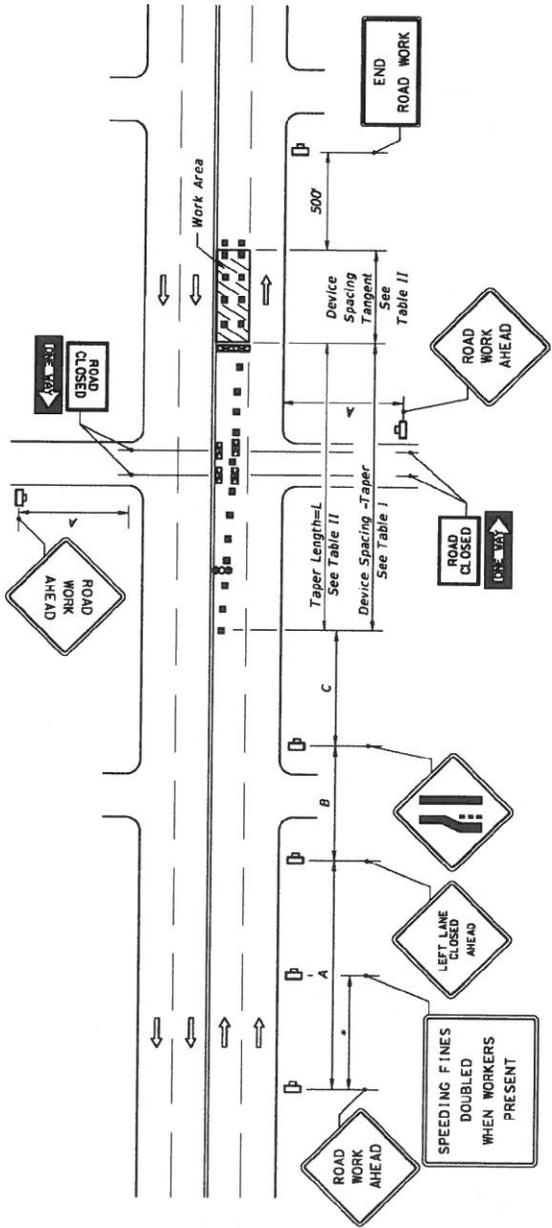
Section No. 86030

CAFA No. 2017-M-491-007

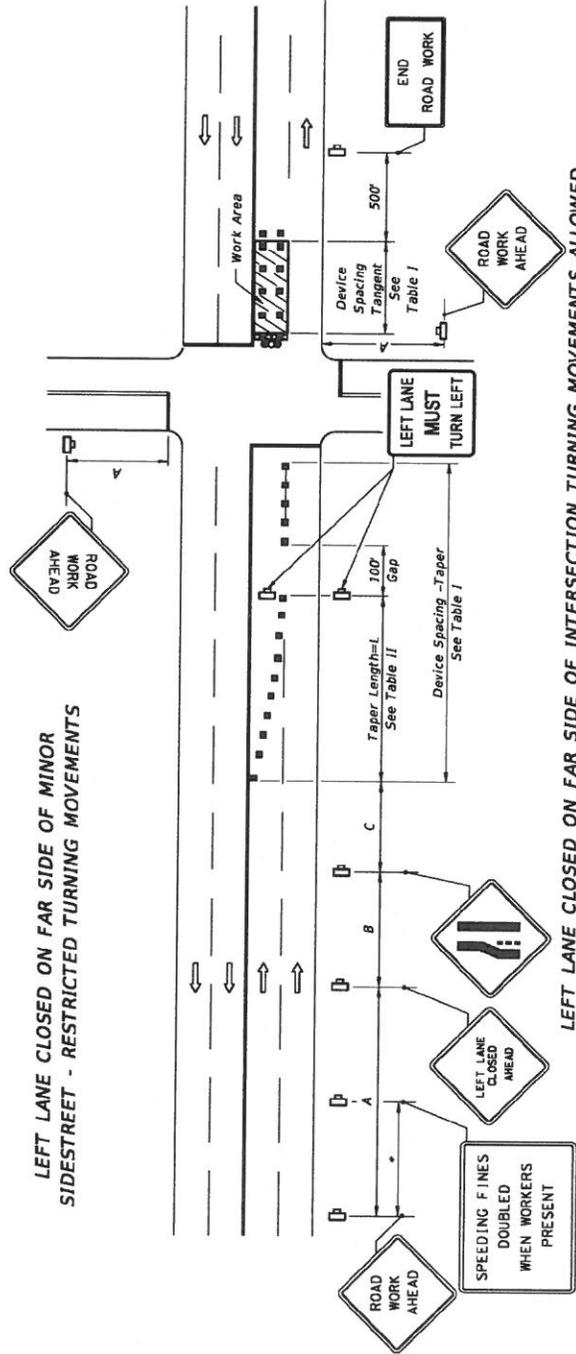
EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.



LEFT LANE CLOSED ON FAR SIDE OF MINOR STREET - RESTRICTED TURNING MOVEMENTS



LEFT LANE CLOSED ON FAR SIDE OF INTERSECTION TURNING MOVEMENTS ALLOWED

1. The normal procedure is to close on the near side of the intersection any lane that is not carried through the intersection. However, when this results in the closure of a left lane having significant left turning movements, then the left lane may be reopened as a turn bay for left turns only as show in this detail.

Speed	Spacing (ft.)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350

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

Speed (mph)	Device Spacing		
	Taper	Tangent	Tangent
25	25	50	25
30 to 45	25	50	30

Speed (mph)	L (ft.)	Notes (Merge)		
			W	S
25	125			
30	180			
35	245			
40	320			
45	540			

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
 L = Length of taper in feet
 W = Width of lateral transition in feet
 S = Posted speed limit (mph)

Section No. 86030

CAFA No. 2017-M-491-007

EXHIBIT "D"

AGENCY RESOLUTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14

RESOLUTION NO. 2018-005

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING THE A1A BRIDGE IMPROVEMENT PROJECT AND AFFIRMING THE CITY'S INTENT TO FUND ALL COSTS FOR ITS DESIGN, INSTALLATION AND MAINTENANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE A1A BRIDGE IMPROVEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

15 **WHEREAS**, the roadway and bridge located at the intersection of A1A and East
16 Hallandale Beach Boulevard is one of the most heavily trafficked routes in the City of
17 Hallandale Beach ("City"), utilized by residents and tourists to commute home and to visit
18 the City's beaches; and

19
20 **WHEREAS**, a routine inspection of the A1A Bridge performed by the City's Public
21 Works Department on January 9, 2017 identified discoloration and deterioration of the
22 existing paint and coating on the bridge. After multiple attempts to pressure wash the
23 bridge, the City decided it would be in the best interest to repaint the A1A bridge; and

24
25 **WHEREAS**, the improvements proposed within the Florida Department of
26 Transportation ("FDOT") right-of-way include painting the A1A Bridge at Hallandale Beach
27 Boulevard, as depicted in Exhibit "A" within the boundaries of the project as depicted in
28 Exhibit "B", hereinafter known as the A1A Bridge Improvement Project. These
29 improvements do not include the FDOT Mechanically Stabilized Earth walls located on the
30 west side of the A1A Bridge and the FDOT Steel Bridge Repair Project; and

31
32 **WHEREAS**, the FDOT Maintenance Division met with City staff on October 9,
33 2017 and consented to the City advancing the A1A Bridge Improvement Project; and

34
35 **WHEREAS**, as part of the approval process, FDOT requires the City to pass a
36 resolution stating that it approves the project and agrees to fund all costs for its design,
37 installation, and maintenance; and

39 WHEREAS, it is in the best interest of the City and its residents for the Mayor and
40 City Commission to approve of the A1A Bridge Improvement Project, and to authorize the
41 City Manager to execute a Community Aesthetic Feature Agreement with FDOT allowing
42 the City to complete the A1A Bridge Improvement Project in the FDOT right-of-way.
43

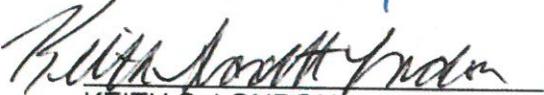
44 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
45 COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:
46

47 **SECTION 1. Approval of A1A Bridge Improvement Project.** The Mayor and
48 City Commission hereby approve of the A1A Bridge Improvement Project, and affirm the
49 City's intent to fund the cost of its design, installation, and maintenance.
50

51 **SECTION 2. City Manager Authorization.** The Mayor and City Commission
52 hereby authorize the City Manager to execute a Community Aesthetic Feature Agreement
53 with FDOT for the A1A Bridge Improvement Project, and to execute the necessary
54 documents to implement the project.
55

56 **SECTION 3. Effective Date.** This Resolution shall take effect immediately upon
57 its passage and adoption.
58

59 APPROVED AND ADOPTED this 31st day of January, 2018.

61 
62 KEITH S. LONDON
63 ACTING MAYOR

64 SPONSORED BY: CITY ADMINISTRATION

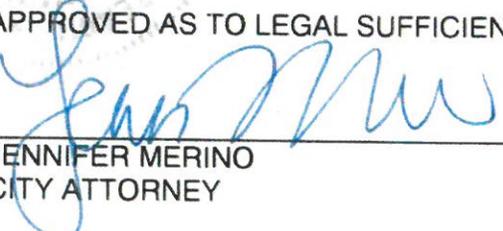
66 ATTEST:

67 
68 MARIO BATAILLE, CMC
69 CITY CLERK

VOTE
AYE/NAY

Acting Mayor London Y /
Comm. Lazarow Y /
Comm. Taub Y /

73 APPROVED AS TO LEGAL SUFFICIENCY AND FORM

74 
75 JENNIFER MERINO
76 CITY ATTORNEY
77
78

Section No. 86030

CAFA No. 2017-M-491-007

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Hallandale Beach

PROJECT DESCRIPTION: SR 858 & A1A Bridge Painting

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

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

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

By: _____

SEAL:

Name: _____

Date: _____



2017-M-491-007

A-1-A Bridge– Maintenance Cost Estimate

November 14, 2017

Line Item No.	Pay Item Description	
1	Labor and material to apply one coat of paint previously painted as needed (the concrete barrier walls, ramps walls approaching the drawbridge and columns.	\$15,000

Some typical costs for bridges and associated repair cost are: \$5 to \$25 per square foot for spot coating, \$3 to \$25 per square foot for an overcoat, and \$15 to \$25 per square foot for complete paint removal and repainting.

For A1A Bridge, a surface of 3,750 square foot area was considered at the price of \$4 per square foot.

Prepared by:

Mariana Pitiriciu, PE
Assistant Public Works Director / City Engineer

Public Works Department
City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, FL 33009

CITY OF HALLANDALE BEACH, FLORIDA
MEMORANDUM

DATE: November 14, 2017

TO: Steven F. Parkinson, P.E., PWLF, Assistant City Manager / PW Director,
Department of Public Works

FROM: Mariana Pitiriciu, P.E., PWLF, Assistant Public Works Director / City Engineer

SUBJECT: Back up information for FDOT Permit fee A1A Bridge Painting Project

Project P1708 – A1A Bridge Improvements project includes the painting the existing Concrete A1A Bridge at Hallandale Beach Boulevard (excluding FDOT Mechanically Stabilized Earth (MSE) walls and the southbound, the west wall with Manatees artwork and FDOT steel bridge).

The Community Aesthetic Feature Agreement (CAFA) is a requirement for the City of Hallandale Beach to perform the work on FDOT's bridge.

Item m) from the CAFA (page 3 of 12) requires the following:

“The Agency shall, within thirty (30) days after expiration or termination of this Agreement, repaint the A-1-A bridge walls, under the bridge and columns to the original color. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$15,000”.

The amount of \$15,000 was set by the City Engineer, Mariana Pitiriciu, and it was considered being fair and sufficient to cover the restoration cost.

As per the discussion with the City Manager Mr. Carlton during the meeting on November 14, 2017, the option for the City to fulfill the CAFA requirement is to provide a check to FDOT. Letter of credit or a performance bond are not feasible methods for the City.

This memorandum will be used as a backup for the check request.

Prepared by:

 11.14.2017

Mariana Pitiriciu, PE
Asst. Public Works Director / City Engineer

Approved by:

Steven Parkinson
Asst. City Public Works Director / City Engineer

Attachment A (CAFA included)



City of Hallandale Beach

400 S. Federal Highway
Hallandale Beach, Florida 33009
954-457-1373

Sun Trust Bank
65-215/631

VOID 180 DAYS FROM DATE OF ISSUE

Vendor Number	Check Date	Check Number
4974	06/21/2018	00030730

\$15,000.00

Pay Fifteen Thousand Dollars and 00 cents *****

00030730

To The
Order Of

FLORIDA DEPT. OF TRANSPORTATION
3400 W COMMERCIAL BLVD.
FT. LAUDERDALE, FL 33309-3421



Keith Scott Brown MP
Mayor

Roger M. Carlton MP
City Manager

TWO SIGNATURES ARE REQUIRED

⑈00030730⑈ ⑆063102152⑆ 1000160925797⑈

City of Hallandale Beach, Florida 33009

Page 1 of 1

Check Number: 00030730

Invoice Date	Invoice Number	Description	Invoice Amount
05/04/2018	79709	A1A Bridge Painting Improvements Bond GL-347-2099-565000-P1708 Comment: DPW-1	\$15,000.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4974	FLORIDA DEPT. OF TRANSPORTATION	00030730	06/21/2018	\$15,000.00