

2011-491-0010

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Transportation, 3400 W. Commercial Boulevard, Fort Lauderdale, Florida 33309 (hereinafter referred to as the "DEPARTMENT") and The City of Pompano Beach 1201 N.E. 5th Avenue Pompano Beach, Fl. 33060 (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR A1A Section 86050 Subsection 000 from Begin MP 10.050 to End MP 10.065 Local Name Ocean Boulevard located in Broward County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of See attached exhibit A scope of services/special provisions.

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than N/A and 00/100 Dollars (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than N/A and 00/100 Dollars (\$ 0.00) for property damage, or a combined coverage of not less than N/A and 00/100 Dollars (\$ 0.00). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall

2011-491-0010

provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local governmental entity they will be exempt from these requirements.

5. The Construction Coordinator 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 the DEPARTMENT Standard Specifications, section 102. The Construction Coordinator 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 the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator 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.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT 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 Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT 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.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator 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, within its discretion may: 1) provide the Construction

Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator 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 Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto 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 herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. 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.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of

this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

1. 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 Construction Coordinator during the term of the contract; and
2. 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.

CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name Clayton O. Young Title Engineer II
 Office No. (954) 786-4209 Cell (954) 621-5510 Email clayton.young@copbfl.com

4029

Name _____ Title _____
 Office No. _____ Cell _____ Email _____

Mail Address 1201 N.E. 5TH Avenue Pompano Beach, Florida 33068

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CONSTRUCTION COORDINATOR

By: _____ (Signature)
SEE CITY SIGNATURE PAGE ATTACHED (Print Name)
 _____ (Title)
 _____ (Date)

DEPARTMENT OF TRANSPORTATION

By: Maria Connolly (Signature)
Maria Connolly, P.E. (Print Name)
District Maintenance Engineer (Title)
10/30/2012 (Date)

Legal Review: Dawn Rudman

PLEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, Florida 33061

"CITY"

Witnesses:

Christine Wodka

Shelley R. Baithone

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of September, 2012 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

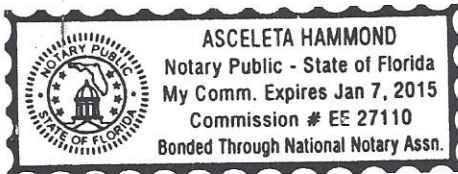


EXHIBIT A

I. SCOPE OF SERVICES

The Improvements proposed within the FDOT right-of-way will be the installation of an emergency Signalization System for the proposed fire station.

II. PROJECT PLANS

The Construction Coordinator is authorized to install the Project in accordance with the attached plans prepared by **Neal B. Janov, P.E.** and dated **07/27/12**. Any revisions must be approved by the DEPARTMENT in writing.

III. SPECIAL PROVISIONS FOR CONSTRUCTION

During construction, highest priority should be given insuring pedestrian safety. If permission is granted to temporarily close a sidewalk, it is done so with the express condition that it will be re-opened as quickly as possible.

Please be aware that a Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Construction Coordinator to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.

The D.O.T. right-of-way cannot be utilized for on-site construction.

The D.O.T. roadway, sidewalk, etc. must not be disturbed until the off-site improvements shown on this Agreement are ready to be constructed. This construction should be completed as soon as possible so as to minimize disruption within the R/W.

This Agreement is valid only for work proposed within the D.O.T. right-of-way. You must contact Mr. David Moore at 954-317-8044 to schedule a pre-construction conference. Certification acceptance and final approval is contingent upon conformity of all work done according to this Agreement.

Maintenance of Traffic (lane closures on the state road system occurring during peak hours (7:00-9:00 AM or 4:00-6:00 PM) and/or lasting over twenty-four hours must comply with the lane closure analysis as outlined in the Plans Preparation Manual, Volume 1, Chapter 10.12.7. All lane closures occurring on an interstate or limited access facility, regardless of time of day or duration, must comply with the lane closure analysis in the Plans Preparation Manual, Volume 1, and Chapter 10.12.7.

The Construction Coordinator shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Construction Coordinator shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.

A copy of this Agreement and plan will be on the job site at all times during the construction of this facility.

Construction Coordinator is cautioned that utilities may exist within the construction area.

Validity of this Agreement is contingent upon Construction Coordinator obtaining necessary permits from all other agencies involved.

In the event that a Florida Department of Transportation (FDOT) light pole has to be relocated, the Construction Coordinator is required to identify and coordinate with the maintaining agency prior to commencement of construction. Prior to Final Acceptance, FDOT and the maintaining agency of the light pole will be required to sign off on the final inspection.

Give Special attention to MOT note instructing that the local media shall be contacted a week prior to any lane closures on the state road system if it will occur during peak hours or over the span of more than one day. Contact Barbara Kelleher, FDOT Public Information Office at 954-777-4090 for guidance on who to contact. Provide a copy of the press release to:

Florida Department of Transportation
Public Information Office

3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

IV. MODIFICATIONS TO BASIC AGREEMENT

The following sections shall be modified as indicated below:

- A. The City of Pompano Beach is a local governmental entity and as such paragraph #4 is not applicable.
- B. Section 17 shall be modified as follows: The last sentence shall be deleted and the following shall be added: Nothing in this agreement shall be interpreted as waiving the CONSTRUCTION COORDINATOR'S sovereign immunity protection as set forth in Section 768.28, Florida Statutes.
- C. Section 23: The following agreement(s) shall be excepted out of section 23 and shall continue to apply:

Date of Agreement/ other Document	Title of Document	Brief description of agreement
July 1, 2010	Traffic Signal maintenance and Compensation Agreement	Maintenance Agreement Between Broward County and FDOT

- D. The first sentence of Section 29 shall be modified to read as follows: The Construction Coordinator agrees, to the extent permitted by law, to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorney's fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this agreement by the Construction Coordinator, including without limitation, performance of the Project within the DEPARTMENT'S right of way.

RESOLUTION NO. 2012-351

APPLICANT

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION TO PERMIT THE CITY TO ENTER AND CONSTRUCT AN EMERGENCY TRAFFIC SIGNAL WITHIN THE STATE RIGHT-OF-WAY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has proposed the installation of an emergency traffic signal within the right-of-way of State Road A-1-A, for Fire Station 11; and

WHEREAS, it is in the interest of the City of Pompano Beach and community residents and visitors that an emergency traffic signal be constructed by the City at said location; and

WHEREAS, the city has reached an agreement with the State of Florida, Department of Transportation to enter the State Right-of-Way for the construction of such an emergency traffic signal where needed in the state right-of-way; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation to enter the State Right-of-Way for the purpose of construction of an emergency traffic signal within said State Right-of-Way, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 11th day of September, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm/ds
8/7/12
l:reso/2012-396

CITY OF POMPANO BEACH
100 West Atlantic Boulevard, Room 253
Pompano Beach, Florida 33060
www.mypompanobeach.org

Phone: 954-786-4611
Fax: 954-786-4095

September 17, 2012

Mr. Stan Williams
District 4 Permits Coordinator
Florida Department of Transportation
Broward County-Section
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

110 491 - 010

RE: City of Pompano Beach Resolution No. 2012-351

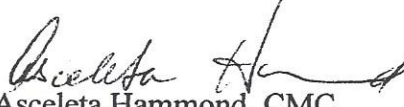
Dear Mr. Williams:

Enclosed, please find a copy of Resolution No. 2012-351 and four (4) *original* Construction Agreements between the City of Pompano Beach and the State of Florida Department of Transportation to permit the City to enter and construct an emergency traffic signal within the State Right-of-Way.

Upon approval, *please return* one fully executed original Agreement to the City Clerk for our records.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,


Asceletha Hammond, CMC
Deputy City Clerk

AH
Enclosure(s)

RECEIVED
SEP 24 2012

09/24/12

DISTRICT 4 PERMITS REVIEW TRANSMITTAL

PERMIT NUMBER: 2011-C-491-0010
REFERENCE PERMIT NUMBER: 2010-A-491-0036

2011C-491-0010

DATE: May 19, 2011	SUSPENSE DATE: June 2, 2011
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TO: James Ford, P.E.: District 4 Design Office, ext. 4434
FROM: Stan Williams: District 4 Permits, ext. 4372
SUBJECT: City of Pompano Beach Fire Station No:11

APPLICANT

() THIS HAS BEEN PREVIOUSLY REVIEWED BY: _____

County: Broward	Section: 86050	Mile Post: 10.050	State Road: A1A	FM: N/A
Nearest Major Intersection: North of East Atlantic Boulevard & A1A				
Description: Installation of Emergency Signal Mast Arms for Fire Station No. 11 in Pompano Beach				

Attached is one set of plans/prints for the above referenced permit. Please review the following aspects:

- (X) Roadway Design *J.E.F.*
- () Lighting
- () Structural
- () Drainage on Site
- () Sight Distance
- () Utility
- () Drainage on R/W
- (X) Signing and Marking *J.E.F.*
- (X) Signalization *J.E.F.*

PLEASE RETURN PLANS AND MEMO TO THE PERMITS OFFICE BY THE SUSPENSE DATE ABOVE.

For general information about the permitting process, please visit our intranet site at <http://dotsd4hqweb.d4b.dot.state.fl.us/d4%20maintenance/Permits.htm>

Reviewer Name: JAMES FORD Date: 5-19-2011

() Approved () Markups () Comments E-mailed **APPROVED**

FHWA Approval Required () Yes () No

Does any other department (not listed in the copies to) need to review this package?
If so, which office(s): _____

Comments: Just need to use MOT per standard index.

RECEIVED
MAY 20 2011
DIST. IV - PERMITS

DISTRICT 4 PERMITS REVIEW TRANSMITTAL

PERMIT NUMBER: 2011-C-491-0010
REFERENCE PERMIT NUMBER: 2010-A-491-0036
5th Review

20110-491-0010

DATE: June 28, 2012 SUSPENSE DATE: July 12, 2012

TO: Fred Ochoa, P.E.: District 4 Structures Design Office, ext. 4639
FROM: Stan Williams: District 4 Permits, ext. 4372
SUBJECT: City of Pompano Beach Fire Station No:11

RECEIVED
JUL 03 2012

(X) THIS HAS BEEN PREVIOUSLY REVIEWED BY: Morayma Ochoa, P.E. **DIST. IV PERMITS APPLICANT**

County: Broward	Section: 86050	Mile Post: 10.050	State Road: A1A	FM: N/A
Nearest Major Intersection: North of East Atlantic Boulevard & A1A				
Description: Installation of Emergency Signal Mast Arms for Fire Station No. 11 in Pompano Beach				

Attached is one set of plans/prints for the above referenced permit. Please review the following aspects:

- () Roadway Design () Drainage on Site () Drainage on R/W
- () Lighting () Sight Distance () Signing and Marking
- (X) Structural () Utility () Signalization

PLEASE RETURN PLANS AND MEMO TO THE PERMITS OFFICE BY THE SUSPENSE DATE ABOVE.

For general information about the permitting process, please visit our intranet site at <http://dotsd4hqweb.d4b.dot.state.fl.us/d4%20maintenance/Permits.htm>

Reviewer Name: Omar Nunez Date: 7/2/2012

(X) Approved () Markups () Comments E-mailed **APPROVED**

FHWA Approval Required () Yes () No

Does any other department (not listed in the copies to) need to review this package?

If so, which office(s): _____

Comments: _____

DISTRICT 4 PERMITS REVIEW TRANSMITTAL

PERMIT NUMBER: 2011-C-491-0010
REFERENCE PERMIT NUMBER: 2010-A-491-0036
2nd Request

2011C-491-0010

DATE: February 21, 2012

SUSPENSE DATE: March 7, 2012

TO: Jonathan Overton, P.E.: District 4 Traffic Operations Office, ext. 4376
FROM: Stan Williams: District 4 Permits, ext. 4372
SUBJECT: City of Pompano Beach Fire Station No: 11

ADT = 12.4

APPLICANT

() THIS HAS BEEN PREVIOUSLY REVIEWED BY: _____

County: Broward	Section: 86050	Mile Post: 10.050	State Road: A1A	FM: N/A
Nearest Major Intersection: North of East Atlantic Boulevard & A1A				
Description: Installation of Emergency Signal Mast Arms for Fire Station No. 11 in Pompano Beach				

Attached is one set of plans/prints for the above referenced permit. Please review the following aspects:

- | | | |
|---|---|---|
| <input type="checkbox"/> Roadway Design | <input type="checkbox"/> Drainage on Site | <input type="checkbox"/> Drainage on R/W |
| <input type="checkbox"/> Lighting | <input type="checkbox"/> Sight Distance | <input checked="" type="checkbox"/> Signing and Marking |
| <input type="checkbox"/> Structural | <input type="checkbox"/> Utility | <input checked="" type="checkbox"/> Signalization |

**PLEASE RETURN PLANS AND MEMO TO THE PERMITS OFFICE BY THE
SUSPENSE DATE ABOVE.**

For general information about the permitting process, please visit our intranet site at
<http://dotsd4hqweb.d4b.dot.state.fl.us/d4%20maintenance/Permits.htm>

Reviewer Name: B. Coe Date: 3/7/12

Approved Markups Comments E-mailed

APPROVED

FHWA Approval Required Yes No

Does any other department (not listed in the copies to) need to review this package?

If so, which office(s): _____

Comments: _____



20110-491-0010

APPLICANT

Public Works Department
Highway Construction and Engineering Division
1 N. University Drive, Box B 300 • Plantation, Florida 33324 • 954-577-4555 • FAX 954-577-2338

July 12, 2010

Mr. Neal B. Janov
DCES
2295 NW Corporate Blvd, #125
Boca Raton, Fl. 33431

Re: **Proposed Fire Station No. 11 – Pompano Beach**
BCTED HCED Ref# 090929060

Dear Mr. Janov:

Please be advised that the Pavement Marking and Signing as shown on the plan has been reviewed on behalf of the BCTED for compliance with FDOT standards and are approved.

Reviewed by:

Pavement Marking and Signing: Greg Spencer @ 577-4588 or Grspencer@broward.org

Should you have any questions regarding this matter, please feel free to contact us by phone, email or visit BCTED website at www.broward.org/traffic.

Sincerely,

Greg Spencer
Engineer II
for BCTED
HCED
Paving and Drainage Section

cc: Sharon Gross, BCTED

RECEIVED
DEPT OF TRANSPORTATION

MAY 16 2011

BROWARD OPERATIONS
PERMITS DEPARTMENT

110-491-0010



20110-491-0010



APPLICANT

**PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION**

2300 W. Commercial Boulevard • Fort Lauderdale, Florida 33309 • 954-847-2600 • FAX 954-735-8564

June 29, 2010

Mr. Neal Janov
DCES
2295 NW Corporate Blvd # 125
Boca Raton Florida 33431

**Re: Proposed Fire Station # 11 – Pompano Beach – 109 North Ocean Blvd
Emergency Signalization Plan - BCTED Reference # 090929060**

Dear Mr. Janov:

Broward County Traffic Engineering Division has reviewed the above referenced plans and finds the signal and communications/interconnect portions of the plan acceptable. Should you have any questions regarding our review, please feel free to contact us by phone, email or visit our website at www.broward.org/traffic.

Reviewed by:

Signal Design: Keith Smith @ 954-847-2741 or kesmith@broward.org

Systems Communications: Tim Miller @ 954-847-2761 or timiller@broward.org

Please note that pavement marking and signing comments/acceptance will be provided by Greg Spencer, of the Broward County Highway Construction and Engineering Division.

You may call me at 954-847-2641, or contact me by E-Mail at sgross@broward.org, if you have any questions.

Sincerely,

Sharon Gross
SHARON GROSS

Attachments

090929060 Acpt Ltr KS TM

RECEIVED
DEPT OF TRANSPORTATION

MAY 16 2011

BROWARD OPERATIONS
PERMITS DEPARTMENT

110-491-0010

Cost Estimate for Fire Station # 11 Emergency Signalization

APPLICANT

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
0101-1 Mobilization	1 L S	\$ 1,000.00	\$ 1,000.00
0102-1 Maintenance of Traffic	1 L S	1,000.00	1,000.00
0630-1-12 Conduit	625 l.f.	5.00	3,125.00
0630-1-14 Conduit	99 l.f.	15.00	1,485.00
0632-7-1 Cable	1 P I	2,500.00	2,500.00
0635-1-11 Pull & Junction Boxes	7 ea.	315.00	2,205.00
0639-2-1 Electrical Service Wire	537 l.f.	2.50	1,342.50
0639-3-11 Electric Service Disconnect	1 ea.	1,650.00	1,650.00
0649-31-101 Mast Arm	1 ea.	15,500.00	15,500.00
0649-31-110 Mast Arm	1 ea.	20,000.00	20,000.00
0650-51-311 Signal Traffic	4 ea.	700.00	2,800.00
0650-51-511 Signal Traffic	2 ea.	1,050.00	2,100.00
0659-101 Signal Head Auxiliaries	4 ea.	75.00	300.00
0665-11 Pedestrian Detector	2 ea.	250.00	500.00
0670-5-130 Control Assembly	1 ea.	22,250.00	22,250.00
0690-10 Remove Signal Head Assembly	4 ea.	35.00	140.00
0690-20 Remove Pedestrian Signal Assembly	2 ea.	30.00	60.00
0690-31 Signal Pedestal Removal	2 ea.	200.00	400.00
0690-32-2 Pole Removal	2 ea.	1,200.00	2,400.00
0690-50 Remove Control Assembly	1 ea.	275.00	275.00
0690-70 Remove Detector Pedestrian Assembly	2 ea.	20.00	40.00
0700-48-18 Sign Panels	2 ea.	150.00	300.00
0700-40-1 Sign Single Post	4 ea.	400.00	1,600.00
0700-46-21 Sign Existing Relocate	1 ea.	200.00	200.00
0709-7A Stop Bars, Striping	375 s.f.	3.00	1,125.00
0709-11-1 6" Skip Traffic Stripe	40 l.f.	1.50	60.00
0709-21-181 18" Solid Traffic Stripe	28 l.f.	5.00	140.00
0709-31-61 6" Solid Traffic Stripe	92 l.f.	2.00	184.00
0711-35-61 6" Solid Traffic Stripe	220 l.f.	2.00	440.00
0711-35-241 24" Solid Traffic Stripe	74 l.f.	8.00	592.00
Total estimated cost			\$ 85,713.50

APPROVED

prepared by Neal B. Janov, P.E. # 21998
February 25, 2011

Neal B. Janov
21998