

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **City of Pompano Beach**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over a portion of State Road 814 / East Atlantic Blvd., Bridge 860157 and

WHEREAS, the **AGENCY** seeks to install and have maintained by the **AGENCY** certain highway improvements; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road 814 / East Atlantic Blvd., Bridge 860157 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under **Construction Agreement Number 2016-C-491-0004 and Community Aesthetic Feature Agreement Number 2016-M-491-0001**, hereinafter called "**CAFA**", to include, Tension sails including fabric, mounting hardware and posts; Bridge traffic "Wyoming" railing including transitions; Bascule pier murals including aluminum mounting channels; Graze and flood lighting; Tender's house standing seam metal roof, weathervane and cupola; Bascule pier siding; Esplanade under bridge including counterweight slab; Cantilevered walkway including adjacent sea wall; Decorative concrete panel wall with enclosed area; Pedestrian railing; Stainless steel lighting bollard; LED and flood lighting; seating / retaining wall; bird netting and landscaping to include plant materials and irrigation, hereinafter called the **IMPROVEMENTS** to be installed along State Road 814 / East Atlantic Blvd., Bridge Number 860157, beginning from west abutment at SR-814 Mile Post (M.P.) 7.65 to east abutment at SR-814 M.P. 7.72 ; and

WHEREAS, under **CAFA Number 2016-M-491-0001**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the above referenced **IMPROVEMENTS** and shall secure such obligations with a "Cash Deposit" of forty-one thousand, one hundred fifty United States Dollars (\$41,150) which shall be in the form of a check pursuant to the **CAFA**; and

WHEREAS, if the **AGENCY** fails to maintain said **IMPROVEMENTS** referenced in the **CAFA** or the Cash Deposit is depleted, and such breach is not cured within the applicable cure period, the **DEPARTMENT** shall have the remedies under the **CAFA**; and

WHEREAS, landscape and all other hardscape elements shall be maintained under a separate **AGREEMENT** with the **AGENCY** and all amendments thereto; and

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

WHEREAS, the Project involves the scope of work as described within **Exhibit A (Project Location, Description and Aerial)**, **Exhibit B (Construction Agreement Plans)**, which will benefit the **AGENCY**; and

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

WHEREAS, the **AGENCY** by Resolution No. _____ this _____ day of _____, 2017 attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

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

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

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** has issued **Construction Agreement Number 2016-C-491-0004** and **CAFA Number 2016-M-491-0001** to the **AGENCY** to install the **IMPROVEMENTS** along State Road 814 / East Atlantic Blvd., Bridge Number 860157, beginning from west abutment at SR-814 Mile Post (M.P.) 7.65 to east abutment at SR-814 M.P. 7.72 as detailed in **Exhibit A** and **Exhibit B**, which will benefit the **AGENCY**. The **AGENCY** has agreed to install certain **IMPROVEMENTS**.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under **Construction Agreement Number 2016-C-491-0004** and **CAFA Number 2016-M-491-0001** within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all **IMPROVEMENTS** within the limits of the project. This includes **Construction Agreement Number 2016-C-491-0004** and **CAFA Number 2016-M-491-0001** to include the **IMPROVEMENTS** as described in **Exhibit A**. Landscaping including hardscape shall be maintained pursuant to the **Inclusive Landscape Memorandum of Agreement** dated December 5, 2007, as amended.

- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to ADA, as currently enacted or as may be amended from time to time.
- 2) The **AGENCY** shall maintain the facade and aesthetics of the **IMPROVEMENTS** and shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. Graffiti shall be removed in a timely manner. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

- 3) The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed within **DEPARTMENT** right of way. Maintenance by the **AGENCY** will not be limited to keeping the **IMPROVEMENTS** clear of debris, litter and/or any potential hazards to the public. The **AGENCY**, shall, during the course of the maintenance activities, review the **IMPROVEMENTS** for any damage or deterioration and promptly report and identified damage or deterioration to the **DEPARTMENT**.
 - 4) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, named storm event, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
 - 5) The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **Agreement** termination.
 - 6) The **AGENCY** shall be responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C** (Maintenance Plan Requirements).
- B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, Attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified and missing sidewalk shall be restored either with permanent or temporary materials at the end of each work day.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **Agreement** and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).

- E. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY's** responsibility.

- 1) The **AGENCY** shall be directly responsible for impact and connection fees.

AND

- 2) The **AGENCY** shall become responsible for the above named improvements and ongoing utility costs upon final acceptance of the construction project by the **DEPARTMENT** and thereafter.

- F. Any work impacting traffic flow along **State Road 814 / East Atlantic Blvd** must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. **RIGHT OF ENTRY**

This Agreement shall constitute a right-of-entry on the **AGENCY's** subject property for the above stated purposes or to perform any function as provided for in this Agreement. From the Effective Date of this Agreement the **DEPARTMENT**, including its agents and assigns, shall have the right to enter the **AGENCY's** Property for the following purposes: (1) observing and inspecting the improvement; (2) removing the improvement and (3) otherwise performing this Agreement. Observations and inspections include, without limitation: structural inspection; surveying; and soil excavation. The **DEPARTMENT'S** right of access is specifically limited to those portions of the **AGENCY's** Property that are necessary for the **DEPARTMENT** to perform the purposes enumerated in this paragraph.

5. **NOTICE OF MAINTENANCE DEFICIENCIES**

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** and a copy to the **CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) DIRECTOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 9 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the improvements installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.
- 5) The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of maintenance activities and coordinate scheduled work activities to ensure no conflict with **DEPARTMENT** projects.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

7. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

- 1) Plans for any new improvements shall be subject to approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 3) The **AGENCY** shall procure a Permit and/ or Construction Agreement and/or CAFA from the **DEPARTMENT**, as appropriate.
- 4) All improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 5) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** with regard to any additional improvements installed at no cost to the **DEPARTMENT**.
- 6) The **AGENCY** may be required to provide additional security for future improvements.

8. CASH DEPOSIT:

Throughout the term of this **AGREEMENT**, the **AGENCY** shall maintain a Cash Deposit in the amount of forty-one thousand, one hundred fifty United States Dollars (\$41,150), pursuant to the **CAFA Number 2016-M-491-0001**. The terms of the **CAFA** shall control the Cash Deposit.

9. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under any one (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

10. 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.

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- 1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
 - 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
 - 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the **Inclusive Landscape Memorandum of AGREEMENT** dated December 5, 2007, signed between the parties, as amended, as to all other improvements not specifically mentioned in this **AGREEMENT** and the **Construction Agreement Number 2016-C-491-0004** and **CAFA Number 2016-M-491-0001**.

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

15. **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.

16. **ASSIGNMENT**

This **AGREEMENT** is not assignable and the Cash Deposit shall remain with the **DEPARTMENT** and shall be held pursuant to the **CAFA** and available as provided for in this **AGREEMENT** until the **IMPROVEMENTS** are removed.

17. **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 **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

18. 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
Attention: District Maintenance Engineer
3400 West Commercial Blvd.,
Ft. Lauderdale, FL 33309-3421

If to the AGENCY:

City of Pompano Beach
Attention: City Manager's Office
100 W Atlantic Blvd
Pompano Beach, FL 33060

And a copy to:

City of Pompano Beach
Community Redevelopment Agency (CRA)
Attention: Agency Director
100 West Atlantic Blvd., 2nd Floor Suite 276
Pompano Beach, FL 33060

19. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Aerial
Exhibit B: Construction Agreement Plans
Exhibit C: Maintenance Plan Requirements

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

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

DEPARTMENT:

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

Sign: _____
Director of Operations

Print Name: _____

Date: _____

Legal Review:

Sign: _____
District General Counsel

Print Name: _____

Date: _____

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL IMAGE

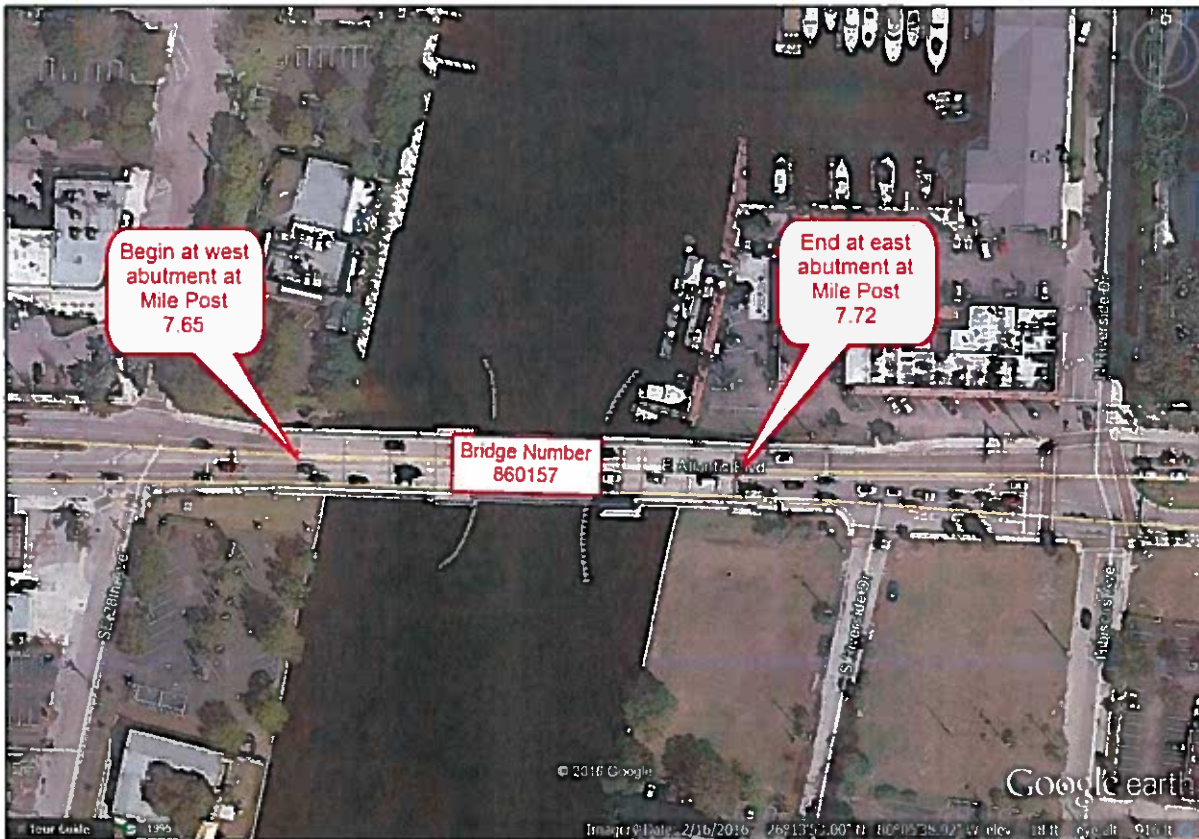
I. Location:

- The **IMPROVEMENTS** associated with this **AGREEMENT** are within the **DEPARTMENT's** right-of-way, within limits of the City of Pompano Beach, Florida, along State Road 814 / East Atlantic Blvd., Bridge Number 860157, beginning from west abutment at SR-814 Mile Post (M.P.) 7.65 to east abutment at SR-814 M.P. 7.72.

II. Description of Work:

- Construction Agreement Number **2016-C-491-0004** to include the **IMPROVEMENTS** associated within the limits of this project.

III. Aerial:



It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT B

CONSTRUCTION AGREEMENT PLANS

Construction Agreement Plans prepared by Burkhardt Construction, Inc., Currie Sowards Aguila Architects and Kimley-Horn and Associates, Inc., dated September 14, 2016 as approved by the **DEPARTMENT**.

Construction Agreement Plans (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
<u>ARTCITECTURAL DRAWINGS</u>		
22	1	COVER / KEY SHEET
23	A0.1	DRAWING INDEX
24	S2.0	BRIDGE RAILING REPLACEMENT (GENERAL NOTES 1 OF 2)
25	S2.1	BRIDGE RAILING REPLACEMENT (GENERAL NOTES 2 OF 2)
26	A1.0	SITE PLAN
27	D1.0	TENDERHOUSE DEMOLITION PLAN/SECTION
28	A1.1	ENLARGED WEST SITE PLAN
29	A1.2	ENLARGED EAST SITE PLAN
30	A1.3	PROMENADE PLAN
31	A2.0	ELECTRICAL ROOM PLAN
32	A2.1	TENDER HOUSE PLAN
33	A2.2	TENDER HOUSE ROOF PLAN
34	A2.3	CUPOLA FRAMING DETAILS
35	A3.0	OVERALL ELEVATIONS
36	A3.1	NORTHEAST TENSILE STRUCTURE ELEVATIONS
37	A3.2	SOUTHEAST TENSILE STRUCTURE ELEVATIONS
38	A3.3	SOUTHWEST TENSILE STRUCTURE ELEVATIONS
39	A3.4	NORTHWEST TENSILE STRUCTURE ELEVATIONS
40 - 42	A3.5 – A3.7	TENDER HOUSE ELEVATIONS
43	A3.8	EAST BASCULE MURAL ELEVATIONS
44	A3.9	WEST BASCULE MURAL ELEVATIONS
45	A6.0	PROMENADE REFLECTED CEILING PLAN
46	A6.1	BASCULE REFLECTED CEILING PLAN
47 - 48	A7.0 – A7.1	TENDER HOUSE SECTIONS

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT B

CONSTRUCTION AGREEMENT PLANS (CONTINUED)

Sheets Included:

PDF Page
Number (#)

Plan Sheet (#)

Sheet(s) Description

ARTCITECTURAL DRAWINGS (CONTINUED)

49 - 50	A7.2 – A7.3	TENDER HOUSE / CUPOLA SECTIONS
51	A7.4	BRIDGE SECTIONS
52	A7.5	PROMENADE SECTION
53	A7.6	WALL SECTIONS
54	A8.0	ENLARGED DETAILS
55	A8.1	MURAL DETAILS
56	A9.1	TENDER HOUSE RENDERING
57 - 59	A10.1 - A10.3	STREET VIEW WITH TENSILE STRUCTURES

STRUCTURAL DRAWINGS

60	S1.0	PROMENADE PLAN VIEW
61	S1.1	PROMENADE TYPICAL SECTION
62 - 63	S1.2 – S1.3	PROMENADE STRUCTURAL DETAILS
64	S2.2	BRIDGE RAILING REPLACEMENT GENERAL PLAN
65	S2.3	BRIDGE RAILING REPLACEMENT BRIDGE RAILING PLAN
66	S2.4	BRIDGE RAILING REPLACEMENT TYPICAL SECTION (1 OF 2)
67	S2.5	BRIDGE RAILING REPLACEMENT TYPICAL SECTION (2 OF 2)
68	S2.6	BRIDGE PAILING REPLACEMENT WYOMING RAILING (TL-4) DETAILS (1 OF 4)
69	S2.7	BRIDGE PAILING REPLACEMENT WYOMING RAILING (TL-4) DETAILS (2 OF 4)
70	S2.8	BRIDGE PAILING REPLACEMENT WYOMING RAILING (TL-4) DETAILS (3 OF 4)
71	S2.9	BRIDGE PAILING REPLACEMENT WYOMING RAILING (TL-4) DETAILS (4 OF 4)
72	S2.10	TRAFFIC RAILING REPLACEMENT BARRIER TRANSITION "A" (1 OF 2)
73	S2.11	TRAFFIC RAILING REPLACEMENT BARRIER TRANSITION "A" (2 OF 2)
74	S2.12	TRAFFIC RAILING REPLACEMENT BARRIER TRANSITION "B" (1 OF 2)

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT B

CONSTRUCTION AGREEMENT PLANS (CONTINUED)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
<u>STRUCTURAL DRAWINGS (CONTINUED)</u>		
75	S2.13	TRAFFIC RAILING REPLACEMENT BARRIER TRANSITION "B" (2 OF 2)
76	S2.14	TRAFFIC RAILING REPLACEMENT BARRIER TRANSITION "C" (1 OF 2)
77	S2.15	TRAFFIC RAILING REPLACEMENT BARRIER TRANSITION "C" (2 OF 2)
78	S2.16	BRIDGE RAILING REPLACEMENT REINFORCING BAR BENDING DIAGRAMS
79	S2.17	TRAFFIC RAILING REPLACEMENT REMOVAL OF EXISTING STRUCTURE
80	S2.18	TRAFFIC RAILING TRANSITION PLAN
81	S2.19	TRAFFIC RAILING TRANSITION PLAN
<u>ELECTRICAL DRAWINGS</u>		
82	E-1.1	PROMENADE EAST WALKWAY LIGHTING PLAN
83	E-1.2	PROMENADE WEST WALKWAY LIGHTING PLAN
84	E-1.3	BASCULE PIER LIGHTING PLAN
85	E-1.4	PROMENADE EAST LIGHTING PLAN
86	E-1.5	SITE LIGHTING WEST PANEL SCHEDULE & ELECTRICAL RISER
87	E-1.6	SITE LIGHTING EAST PANEL SCHEDULE & ELECTRICAL RISER
<u>LIGHTING DRAWINGS</u>		
88	L.0	LIGHTING PHOTOMETRICS
89	L.1	POLE DETAILS
90	L.2	POLE DETAILS
<u>UTILITY DRAWINGS</u>		
91	U1.0	UTILITY GENERAL NOTES
92	U1.1	UTILITY LOCATION PLAN – WEST
93	U1.2	UTILITY LOCATION PLAN – EAST

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT B

CONSTRUCTION AGREEMENT PLANS (CONTINUED)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
<u>TRAFFIC CONTROL DRAWINGS</u>		
94	T1.0	TRAFFIC CONTROL PLAN GENERAL NOTES
95	T1.1	TRAFFIC CONTROL PLAN TYPICAL SECTION
96	T1.2	TRAFFIC CONTROL PLAN TYPICAL SECTION
97	T1.3	TRAFFIC CONTROL PLAN PHASE I
98	T1.4	TRAFFIC CONTROL PLAN PHASE I
99	T1.5	TRAFFIC CONTROL PLAN PHASE II
100	T1.6	TRAFFIC CONTROL PLAN PHASE II
<u>LANDSCAPE DRAWINGS</u>		
101	L1.1	LANDSCAPE PLAN
102	L1.2	LANDSCAPE DETAILS
103	L1.3	LANDSCAPE NOTES
104	L2.1	IRRIGATION PLAN
105	L2.2	IRRIGATION DETAILS
<u>TENSILE STRUCTURE DRAWINGS</u>		
106	TS	GENERAL NOTES AND DRAWING TITLE
107	TS.1	SITE PLAN
108	TS.2	SITE PLAN "A"
109	TS.3	SITE PLAN "B"
110	A-100	PLAN AND ELEVATION
111	A-100.1	PLAN AND ELEVATION AT WEST NORTH
112	A-101.2	PLAN AND ELEVATION AT WEST SOUTH
113	A-100.3	PLAN AND ELEVATION AT EAST NORTH
114	A-100.4	PLAN AND ELEVATION AT EAST SOUTH
115	A-101	VIEW AND DETAILS
116	A-101.1	STAY CABLE LAYOUT DETAIL
117	A-102	FOOTING DETAIL
118	A-103	FABRIC DETAIL

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

- A. The **AGENCY** shall be solely responsible for the maintenance and preservation of all **IMPROVEMENTS** within the limits of construction.
- B. The **AGENCY** shall inspect and develop a structural inspection plan by a Registered Structural Engineer (P.E.) in which the inspection plan shall be submitted and approved by the **DEPARTMENT**.
- C. Such inspection shall be every two (2) years and/or after each and every incident (i.e. vehicular accident, named storm event, acts of God, etc.) shall be in accordance with **DEPARTMENT** standards and specifications as well as the National Bridge Inspection (NBI) Standards.
- D. The **AGENCY's** inspection schedule shall coincide with both **AGENCY's** inspection and with an NBI Inspection. Such inspection shall be within the sixty (60) days of each inspection and the inspection reports shall be provided to the **DEPARTMENT** prior to the NBI Inspection.
- E. The **AGENCY** shall provide security as necessary as a result of vandalism and vagrancy.
- F. The **AGENCY's** Maintenance Plan is as follows:
 - 1. **Tension sails including fabric, mounting hardware and post:**
 - a) Clean fabric periodically with soft bristle brush, ammonia or detergent solution, and water. Air dry. Any oil-based stains can be spot treated with isopropyl alcohol. Check and small area for color fastness is recommended.
 - b) The **AGENCY** shall develop structural inspection plan in which shall be approved by the **DEPARTMENT**. Such inspection shall be every two years and after each and every incident (i.e. vehicular accident, named storm event, etc.).
 - c) The **AGENCY** shall perform a single element inspection after each and every incident
 - 2. **Bridge traffic "Wyoming" railing including transitions:**
 - a) Any damage shall be assessed by a Registered Structural Engineer (P.E.) and such repair shall be directed by the Engineer.
 - b) Any portion of rail damaged by vehicular impact must be repaired immediately and restore to as-constructed.
 - c) Inspect periodically to observe condition of rail and restore to as-constructed.

Section No.: 86130000
CAFA No.: 2016-M-491-0001
Constr. Agmt No.: 2016-C-491-0004
COUNTY: Broward
S.R. No.: SR-814/East Atlantic
Blvd., Bridge 860157

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS (CONTINUED)

- d) Install a new section of metal rail and posts to replace damaged sections.
 - e) Maintenance of Traffic (MOT) shall be coordinated with the **DEPARTMENT** and approved by the **DEPARTMENT**.
 - f) The Construction Coordinator shall be responsible for monitoring construction operations and the 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.
 - g) The **AGENCY** shall provide a contact number to the **DEPARTMENT** to notify the **DEPARTMENT** of any incidents
3. **Bascule pier murals including aluminum mounting channels, graze and flood lighting:**
- a) All work shall be performed in such manner to ensure no materials or debris enter the water or other underlying areas.
 - b) Periodically inspect the graphic for deterioration and contaminates.
 - c) All areas must be accessible for inspection by the **DEPARTMENT**.
 - d) The **DEPARTMENT** shall give the **AGENCY** a minimum of sixty (60) days' notice for inspection and the **AGENCY** shall make the area under the mural accessible inspection purposes.
 - e) The **AGENCY** shall be responsible to give the **DEPARTMENT** immediate access to the area under the mural if an incident occurs.
 - f) The **AGENCY** shall remove the mural panels prior to any named storm event. Any subsequent damage to the structure shall be the **AGENCY's** responsibility. The mural panels shall remain removed until the **DEPARTMENT** has the opportunity to inspect the area.

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS (CONTINUED)

- g) If the **AGENCY** wishes to permanently remove the mural for any reason, the **AGENCY** shall restore the structure surface to original condition.
 - h) The **AGENCY** shall upon removal of the mural panel inspect all hardware, attachments or framing and provide a written inspection report to the **DEPARTMENT**.
- 4. Graffiti removal:**
- a) Shall be performed within no less than 24 hours of notice or discovery.
- 5. Tender's house standing seam metal roof, weathervane and cupola:**
- a) Periodically inspect standing seam metal roof, weathervane and cupola for damage.
 - b) Maintenance shall include, but shall not be limited to, routine inspection, preventative maintenance, emergency maintenance and replacement of any component or parts of the following: lightning protection system, standing seam metal roof, weathervane mounting hardware, aluminum louvers and cupola.
 - c) The **AGENCY** shall perform a certified roof inspection once every two (2) years and provide the inspection report to the **DEPARTMENT** as well as a report detailing the identified deficiencies are repaired.
- 6. Bascule pier siding:**
- a) Inspect siding as necessary to ensure seams are intact and surface has not been damaged. Damaged section of siding should be replaced.
 - b) The **AGENCY** shall be responsible for any routine maintenance for the siding (i.e. paint, stucco, cracks, etc.).
- 7. Esplanade under bridge, counterweight slab and cantilevered walkway:**
- a) Annually perform condition surveys of the existing esplanade and counterweight slab for gaps, settlement and or cracks.
 - b) Pedestrian areas must be fully compliant with the Americans with Disabilities Act (ADA).
 - c) Gaps will be addressed to prevent water intrusion.

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS (CONTINUED)

8. Decorative concrete panel wall with enclosed area:

- a) The enclosed area shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.
- b) The **AGENCY** will coordinate with the **DEPARTMENT** access for the enclosed area.
- c) The **AGENCY** shall provide the **DEPARTMENT** with key and/or combination lock.

9. Pedestrian railing:

- a) Inspect and repair as necessary to keep the pedestrian railing functioning as intended and in as-constructed condition.
- b) Replace any stainless steel cables that are frayed with new sections.

10. LED, flood lighting, and Stainless steel lighting bollard:

- a) Inspect and repair as necessary to keep the LED and flood lighting system fully and properly. Maintenance shall include, but shall not be limited to, routine inspection, preventative maintenance, emergency maintenance and replacement of any component parts of the lighting system (including the bulbs, fixtures, or mounting hardware).

11. Seawall requirements:

- a) The **AGENCY** shall inspect the seawall for any deficiencies including any underwater activities / elements.
- b) The **AGENCY** shall report any deficiency(s) to the **DEPARTMENT** and repairs shall be made by the **AGENCY** as approved by the **DEPARTMENT**.

12. Seating / retaining wall:

- a) Inspect as needed for settlement, excessive weed growth or movement of seating cap.
- b) Correct any settling or grading problems around the wall.
- c) Ensure outdoor furniture and benches are in good repair.

Section No.:	86130000
CAFA No.:	2016-M-491-0001
Constr. Agmt No.:	2016-C-491-0004
COUNTY:	Broward
S.R. No.:	SR-814/East Atlantic Blvd., Bridge 860157

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS (CONTINUED)

13. Bird netting:

- a) Inspect and repair as necessary to keep the bird netting in working order. Connection hardware including corner attachments, turnbuckles and perimeter cable will be inspected to ensure they are not loose.
- b) Any section of barrier that is loose or damage should be repaired or replaced.

14 Landscape including Hardscape:

- a) Shall be maintained in accordance with the Inclusive Landscape Memorandum of Agreement dated December 5, 2007, as amended.

After any repair plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** 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