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

THIS AGREEMENT, made and entered into this day of and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and City of Coconut Creek, a political subdivision existing under the Laws of Florida, hereinafter called the AGENCY.
WITNESSETH:
WHEREAS, the DEPARTMENT has jurisdiction over State Road 7 / US-441; and
WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain bus shelters and associated 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 7 / US-441; (within the limits of the AGENCY); and
WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall own and maintain the specific elements constructed under Project Number 427937-1-52-01 to include, but not be limited to, concrete shelter pad, bus shelter structure and associated amenities, color coated bike hitch/racks, color coated trash receptacles and color coated bus benches; hereinafter called, IMPROVEMENTS along the east side of State Road 7 (SR-7) / US-441, beginning from Sample Road at SR-7 Mile Post (M.P.) 20.807 to the end of Broward County / Palm Beach County Line at SR-7 M.P. 24.580; and
WHEREAS, the Project involves the scope of work as described within Exhibit A (Project Location, Description and Aerial Image) and Exhibit B (Construction 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 entered into this day of 20, attached hereto and by this reference made a part hereof, desires to enter into this AGREEMENT and authorizes its officers to do so;

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

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

2. INSTALLATION OF FACILITIES

A. The **DEPARTMENT** has issued Project Number 427937-1-52-01 to construct the **IMPROVEMENTS** as detailed in **Exhibit B** (Construction Plans) and **Exhibit C** (Product Details and Specifications) along State Road 7 / US-441, which will benefit

the **AGENCY**. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.

- B. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.
- C. The **AGENCY** shall own and maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the IMPROVEMENTS to be installed under Project Number 427937-1-52-01 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 Project Number 427937-1-52-01 to include the IMPROVEMENTS as described in Exhibit A (Project Location, Description and Aerial Image).
 - 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 the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
 - 2) The IMPROVEMENTS shall be kept clean and free from trash and debris. The IMPROVEMENTS shall be kept free of graffiti. The IMPROVEMENTS shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.
 - 3) 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.
 - 4) 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 relating to the maintenance obligation / function or AGREEMENT termination.

 SECTION NO.:
 86100000

 FM No.(s):
 427937-1-52-01

 AGENCY:
 Coconut Creek

 S.R. No.:
 7 / US-441

5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance 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 D** (**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.
- E. 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 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).
- F. 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.
- G. Any work impacting traffic flow along State Road 7 / US-441 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the

DEPARTMENT's Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- 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**, in care of the CITY OF COCONUT CREEK CITY MANAGER, 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 the citied deficiency or deficiencies. It 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:
 - 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 or similar at the discretion of 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**.
 - 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 7 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.

5. 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**.

6. 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:

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

7. 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.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for Fifty (50) years.

9. 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. Nothing contained herein is intended nor shall be construed to waive Agency's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

- B. In the event that **AGENCY** contracts with a third party other than a local agency to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - 1) AGENCY 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.
 - 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) day notice of cancellation and/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.

10. E-VERIFY REQUIREMENTS

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

11. 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, to wit the **IMPROVEMENTS**, that are not merged herein and superseded hereby.

12. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

13. ASSIGNMENT

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

14. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **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.

15. NOTICES

Any and all notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation Attention: District Maintenance Engineer 3400 West Commercial Blvd Ft. Lauderdale. FL 33309-3421

If to the AGENCY:

City of Coconut Creek Attention: City Manager 4800 West Copans Road Coconut Creek, FL 33063

17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Aerial Image

Exhibit B: Construction Plans

Exhibit C: Product Information and Specifications

Exhibit D: Maintenance Plan Requirements

 SECTION NO.:
 86100000

 FM No.(s):
 427937-1-52-01

 AGENCY:
 Coconut Creek

 S.R. No.:
 7 / US-441

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

AGENCY:			
City of Coconut Creek			
By:City Manag	ier	Date:	
Attest:Clerk	((SEAL)	
Legal Approval			
Attorney	 Date	-	

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:
	Approval as to Form:
	Sign: District General Counsel
	Print Name:
	Date [.]

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL IMAGE

I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are within the limits of the City of Coconut Creek, Florida, along the east side of State Road 7 (SR-7) / US-441, beginning from Sample Road at SR-7 Mile Post (M.P.) 20.807 to the end of Broward County / Palm Beach County Line at SR-7 M.P. 24.580.

- There are seven (7) proposed bus shelters within the **AGENCY's** limits:
 - Shelter #1 at M.P. 21.810
 - o Shelter #2 at M.P. 22.230
 - o Shelter #3 at M.P. 23.030
 - o Shelter #4 at M.P. 23.270
 - o Shelter #5 at M.P. 23.550
 - o Shelter #6 at M.P. 24.170
 - o Shelter #7 at M.P. 24.460

II. Description of Work:

 Project Number 427937-1-52-01 to include the IMPROVEMENTS associated within the limits of this project.

III. Aerial:

See next page for Aerial Image

[The remainder of this page intentionally left blank.]

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL IMAGE

III. Aerial Image:



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

[The remainder of this page intentionally left blank.]

 SECTION NO.:
 86100000

 FM No.(s):
 427937-1-52-01

 AGENCY:
 Coconut Creek

 S.R. No.:
 7 / US-441

EXHIBIT B

CONSTRUCTION PLANS

Construction Plans prepared by FDOT District 4 – In-House Design Section 2, dated <u>October 26, 2016,</u> as approved by the **DEPARTMENT**.

Construction Plans (attached)

Sheets Included:

Plan Sheet (#)	Sheet(s) Description
1	KEY SHEET
SQ-2	SUMMARY OF QUANTITIES
SQ-3	SUMMARY OF QUANTITIES
21	PROJECT LAYOUT
22	PROJECT LAYOUT
23	PROJECT LAYOUT
38 – 63	ROADWAY PLAN
	1 SQ-2 SQ-3 21 22 23

[The remainder of this page intentionally left blank.]

EXHIBIT C
PRODUCT INFORMATION AND SPECIFICATIONS

COCONUT CREEK BUS SHELTERS - PRODUCT INFORMATION AND SPECIFICATIONS BUS MILE PRODUCT MANU-SHELTER POST DESCRIPTION MODEL COLOR **SPECIFICATION FACTURER LOCATION** NUMBER LANDSCAPE **KALEIDOSCOPE** DRAWING: **METALLIC** 21.81 WITH LEANING KA9990289-1 **BUS SHELTER** FORMS, **BRONZE** RAIL INC REV H-02 **LANDSCAPE METALLIC** DRAWINGS: 1 21.81 **BUS BENCH** PRESIDO FORMS, **BRONZE** PD0031 INC **CHASE PARK** LANDSCAPE SIDE OPENING METALLIC DRAWING: TRASH 1 21.81 FORMS, **RECEPTACLE** LITTER **BRONZE** CP362-01 INC RECEPTACLE **LANDSCAPE** METALLIC 2" X 28" X 32" 21.81 BICYCLE RACK 1 **BOLA** FORMS, **BRONZE** INC LANDSCAPE **METALLIC** KA 3-POST FILE NAME 1 21.81 SHELTER WALL FORMS, KA9990345 WIND WALL BRONZE INC **KALEIDOSCOPE LANDSCAPE** DRAWING: **METALLIC** 2 22.23 **BUS SHELTER** WITH LEANING FORMS, KA9990289-**BRONZE** RAIL INC REV H-02 **LANDSCAPE** METALLIC DRAWINGS: 2 22.23 **BUS BENCH** PRESIDO FORMS, **BRONZE** PD0031 INC **CHASE PARK LANDSCAPE** TRASH SIDE OPENING **METALLIC** DRAWING: 2 22.23 FORMS, RECEPTACLE LITTER **BRONZE** CP362-01 INC **RECEPTACLE LANDSCAPE** METALLIC 2 22.23 BICYCLE RACK **BOLA** 2" X 28" X 32" FORMS, **BRONZE** INC **LANDSCAPE** KA 3-POST METALLIC FILE NAME 2 22.23 SHELTER WALL FORMS. WIND WALL **BRONZE** KA9990345 INC

EXHIBIT C

PRODUCT INFORMATION AND SPECIFICATIONS (Continued)

COCONUT CREEK BUS SHELTERS - PRODUCT INFORMATION AND SPECIFICATIONS PRODUCT BUS MILE MANU-SPECIFI-**SHELTER** POST **DESCRIPTION** MODEL **COLOR FACTURER** CATION # LOCATION **NUMBER KALEIDOSCOPE LANDSCAPE** DRAWING: METALLIC 3 23.03 **BUS SHELTER** WITH LEANING FORMS, KA9990289-**BRONZE** RAIL INC REV H-02 LANDSCAPE **METALLIC DRAWINGS:** 3 23.03 **BUS BENCH PRESIDO** FORMS, **BRONZE** PD0031 INC **CHASE PARK** LANDSCAPE TRASH SIDE OPENING **METALLIC** DRAWING: 3 FORMS, 23.03 RECEPTACLE LITTER **BRONZE** CP362-01 INC **RECEPTACLE** LANDSCAPE **METALLIC** 3 23.03 BICYCLE RACK **BOLA** FORMS, 2" X 28" X 32" **BRONZE** INC LANDSCAPE KA 3-POST **METALLIC** FILE NAME 3 23.03 SHELTER WALL FORMS, WIND WALL **BRONZE** KA9990345 INC LANDSCAPE **KALEIDOSCOPE** DRAWING: **METALLIC** 23.37 WITH LEANING 4 **BUS SHELTER** FORMS, KA9990289-**BRONZE** INC **RAIL** REV H-02 **LANDSCAPE METALLIC DRAWINGS:** 4 23.37 **BUS BENCH PRESIDO** FORMS, **BRONZE** PD0031 INC **CHASE PARK** LANDSCAPE TRASH SIDE OPENING **METALLIC** DRAWING: 4 23.37 FORMS, **RECEPTACLE** LITTER **BRONZE** CP362-01 INC RECEPTACLE **LANDSCAPE** METALLIC 2" X 28" X 32" BICYCLE RACK **BOLA** FORMS, 4 23.37 **BRONZE** INC LANDSCAPE **METALLIC** KA 3-POST FILE NAME 4 23.37 SHELTER WALL FORMS, WIND WALL **BRONZE** KA9990345 INC

EXHIBIT C

PRODUCT INFORMATION AND SPECIFICATIONS (Continued)

COCONUT CREEK BUS SHELTERS - PRODUCT INFORMATION AND SPECIFICATIONS PRODUCT BUS MILE MANU-SPECIFI-**SHELTER** POST **DESCRIPTION** MODEL **COLOR FACTURER** CATION # LOCATION **NUMBER KALEIDOSCOPE LANDSCAPE** DRAWING: METALLIC 5 23.55 **BUS SHELTER** WITH LEANING FORMS, KA9990289-**BRONZE** RAIL INC REV H-02 **LANDSCAPE METALLIC DRAWINGS:** 5 23.55 **BUS BENCH PRESIDO** FORMS, **BRONZE** PD0031 INC **CHASE PARK LANDSCAPE** TRASH SIDE OPENING **METALLIC** DRAWING: FORMS, 5 23.55 RECEPTACLE LITTER **BRONZE** CP362-01 INC **RECEPTACLE** LANDSCAPE **METALLIC** 5 23.55 BICYCLE RACK **BOLA** FORMS, 2" X 28" X 32" **BRONZE** INC LANDSCAPE KA 3-POST **METALLIC** FILE NAME 5 23.55 SHELTER WALL FORMS, WIND WALL **BRONZE** KA9990345 INC LANDSCAPE **KALEIDOSCOPE** DRAWING: **METALLIC** KA9990289-6 24.17 **BUS SHELTER** WITH LEANING FORMS, **BRONZE** INC **RAIL** REV H-02 **LANDSCAPE METALLIC DRAWINGS:** 6 24.17 **BUS BENCH PRESIDO** FORMS, **BRONZE** PD0031 INC **CHASE PARK** LANDSCAPE TRASH SIDE OPENING **METALLIC** DRAWING: 6 24.17 FORMS, **RECEPTACLE** LITTER **BRONZE** CP362-01 INC RECEPTACLE **LANDSCAPE** METALLIC 2" X 28" X 32" 6 24.17 BICYCLE RACK **BOLA** FORMS, **BRONZE** INC LANDSCAPE **METALLIC** KA 3-POST FILE NAME 6 24.17 SHELTER WALL FORMS, WIND WALL **BRONZE** KA9990345 INC

EXHIBIT C PRODUCT DETAILS AND SPECIFICATIONS (Continued)

COCONUT CREEK BUS SHELTERS - PRODUCT INFORMATION AND SPECIFICATIONS										
BUS SHELTER #	MILE POST LOCATION	DESCRIPTION	MODEL	COLOR	MANU- FACTURER	PRODUCT SPECIFI- CATION NUMBER				
7	24.46	BUS SHELTER	KALEIDOSCOPE WITH LEANING RAIL	METALLIC BRONZE	LANDSCAPE FORMS, INC	DRAWING: KA9990289- REV H-02				
7	24.46	BUS BENCH	PRESIDO	METALLIC BRONZE	LANDSCAPE FORMS, INC	DRAWINGS: PD0031				
7	24.46	TRASH RECEPTACLE	CHASE PARK SIDE OPENING LITTER RECEPTACLE	METALLIC BRONZE	LANDSCAPE FORMS, INC	DRAWING: CP362-01				
7	24.46	BICYCLE RACK	BOLA	METALLIC BRONZE	LANDSCAPE FORMS, INC	DRAWING: B0661-01				
7	24.46	SHELTER WALL	KA 3-POST WIND WALL	METALLIC BRONZE	LANDSCAPE FORMS, INC	FILE NAME KA9990345				

 SECTION NO.:
 86100000

 FM No.(s):
 427937-1-52-01

 AGENCY:
 Coconut Creek

 S.R. No.:
 7 / US-441

EXHIBIT C

PRODUCT INFORMATION AND SPECIFICATIONS (Continued)

Please see pages 18 thru 23 for additional Bus Amenities and Specifications

PDF Page #	SHEET DESCRIPTION
18	CITY OF COCONUT CREEK BUS AMENETIES SPECIFICATIONS
19	TRANSIT STOP KALEIDOSCOPE LAYOUT
20	KA 3-POST WIND WALL, 2 HIGH X 3 TALL WALLS, COVER PLATES
21	PRESIDIO BUS BENCH PRODUCT DRAWING
22	CHASE PARK SIDE OPENING LITTER RECEPTACLE
23	BOLA BIKE RACK, EMBEDDED PRODUCT DRAWING

CITY OF COCONUT CREEK BUS AMENITIES SPECIFICATIONS

Bus Shelter: Kaleidoscope with Leaning Rail

Color: Metallic Bronze

Manufacturer: Landscape Forms, Inc.

Product Specification:

Drawing: KA9990289-REV H-02

Bus Bench: Presidio

Color: Metallic Bronze

Manufacturer: Landscape Forms, Inc.

Product Specification: Drawing: PD0031

Trash Receptacle: Chase Park [®] Side Opening Litter Receptacle

Color: Metallic Bronze

Manufacturer: Landscape Forms, Inc.

Product Specification: Drawing: CP362-01

Bicycle Rack: Bola

Color: Metallic Bronze

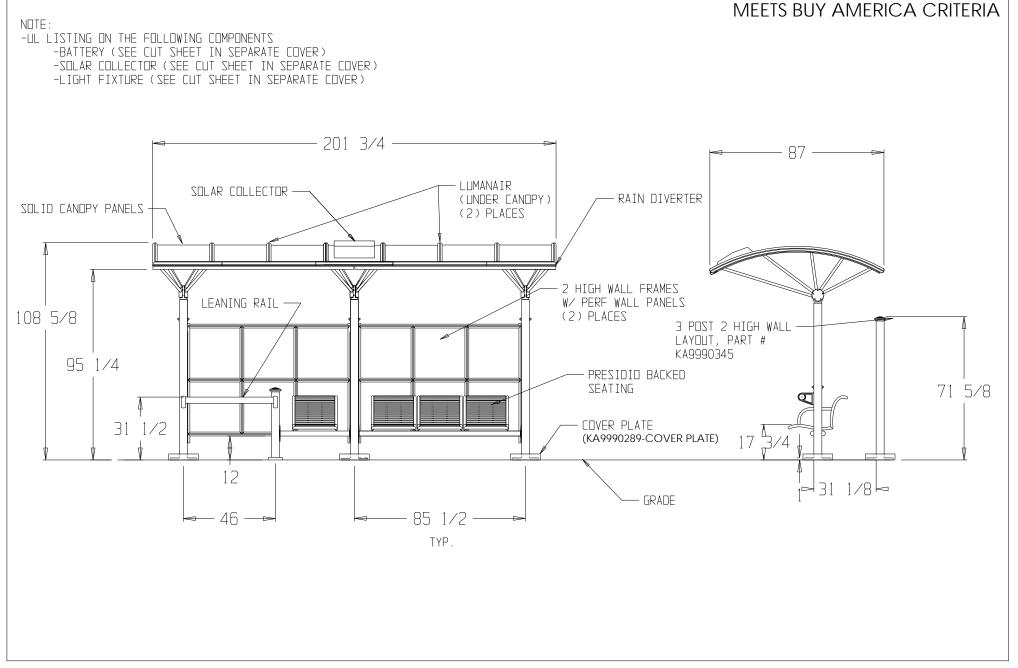
Manufacturer: Landscape Forms, Inc.

Product Specification: 2"X28"X32"

Shelter Wall: KA 3-POST WIND WALL

Color: Metallic Bronze

Product Specification: File Name: KA9990345



HOLLYWOOD FLORIDA TRANSIT STOP KALEIDOSCOPE LAYOUT

SPECIAL REQ. # KA9990289 REV H (3 POST CANOPY UNIT) AND KA9990345 (3 POST WALL UNIT)

landscapeforms

SPECIAL - CUSTOMER DRAWING

431 LAWNDALE AVENUE 800/521-2546 KALAMAZOO, MI 49048 269/381-3455 FAX ALL DIMENSIONS IN INCHES

SCALF 1 = 36

KA9990289-REV H AND KA9990345 FILE

AUTHOR GLS DATE 12-07-09

REVISED

_ APPROVED COMPLIES WITH BUY AMERICA REGULATIONS REVISE AND RESUBMIT REJECTED COMMENTS MADE ON THESE
SUBMITTALS ARE FOR INFORMATION
ONLY. ANY CHANGES REQUIRE
RE-SUBMITTAL AND APPROVAL.
CUSTOMER IS RESPONSIBLE FOR
CONFIRMING ALL QUANTITIES,
DIMENSIONS, AND INSTALLATION
TECHNIQUES. landscapeforms® BY: ____ DATE:_ -CAST ALUMINUM TOP CAP PERF PANELS INSTALLED 4 PLACES IN WALL (NOT SHOWN) **←** 4.0 SQ. 25.1 25.0 TYP. TYP. 73.2 -COVER PLATES 13 (3 SETS PER UNIT) 13.2 SQUARE 85.5 - 171**.**0 ·

l a n d s c a p e f o r m s[®] 431 LAWNDALE AVE. KALAMAZOO, MI 49048 PHONE: 800-521-2546 FAX: 269-381-3455

431 LAWNDALE AVE. KALAMAZOO, MI 49048 PHONE: 800-521-2546 FAX: 269-381-3455 CONFIDENTIAL DRAWING INFORMATION CONTAINED HEREIN IS THE PROPERTY OF LANDSCAPE FORMS, INC. INTENDED USE IS LIMITED TO DESIGN PROFESSIONALS SPECIFYING LANDSCAPE FORMS, INC. PRODUCTS AND THEIR DIRECT CLIENTS. DRAWING IS NOT TO BE COPIED OR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF LANDSCAPE FORMS, INC.

2012 LANDSCAPE FORMS, INC. ALL RIGHTS RESERVED. WWW.LANDSCAPEFORMS.COM

(A 3-POST WIND WALL, 2 HIGH X 3 TALL WALLS, COVER PLATES										
FILE NAME: KA9990345			SCALE	1:16						
SPECIAL CUSTOMER DRAWING S	SPDREQ#		AUTHOR	mjp						
DESIGN CODE:			DATE	12/12/2012						
all dimensions in inches		B SIZE SHEET	REVISED							

Product Drawing

landscapeforms.

www.landscapeforms.com Ph: 800.521.2546

Project: City of Coconut Creek Additional Benches Order: 0000222885 Line:1

Arm Option: End Arms and Single Intermediate Arms

Qty: 8

Presidio Bench Style: Backed Seats Straight/Radius: Straight

Number of Seats: 3 Seat Unit

Mounting: Surface Mount

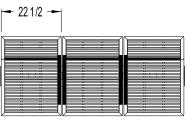
Powdercoat Color: Bronze

Accepted by

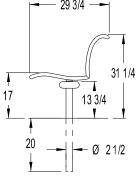


Backed, Three seat unit, Arm placement

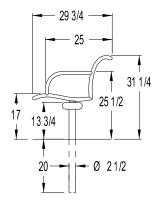
NO ARMS



DOUBLE INTERMEDIATE ARMS ONLY



EMBEDDED



EMBEDDED, WITH ARM



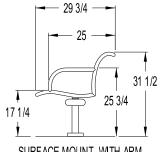
RIGHT END ARM ONLY



END ARMS AND SINGLE INTERMEDIATE ARMS



SURFACE MOUNT



SURFACE MOUNT, WITH ARM

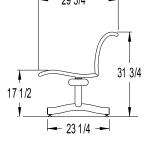


LEFT END ARM ONLY

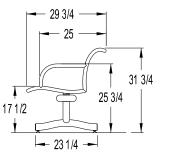


END ARMS AND DOUBLE INTERMEDIATE ARMS

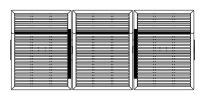
END ARMS ONLY



FREESTANDING



FREESTANDING, WITH ARM



SINGLE INTERMEDIATE ARMS ONLY

Drawing: PD0031 Date: 06/11/2012 Dimensions are in Inches[mm] U.S. Patent Nos. D381,536; D383,627

CONFIDENTIAL DRAWING INFORMATION CONTAINED HEREIN IS THE PROPERTY OF LANDSCAPE FORMS, INC. INTENDED USE IS LIMITED TO DESIGN PROFESSIONALS SPECIFYING LANDSCAPE FORMS, INC. PRODUCTS AND THEIR DIRECT CLIENTS. DRAWING IS NOT TO BE COPIED OR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF LANDSCAPE FORMS, INC. © 2012 LANDSCAPE FORMS, INC. ALL RIGHTS RESERVED.

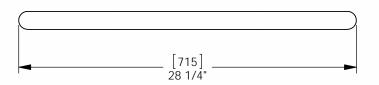
Date: 8/5/2010 Ph: 800.521.2546

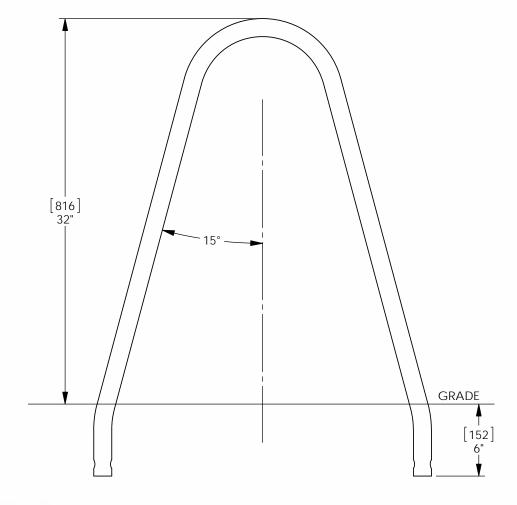
Ø7/16"[11] HOLES FOR OPTIONAL ANCHORING. NON-CORROSIVE MOUNTING [608] HARDWARE NOT INCLUDED. Ø24" [152] 6" 0 0 [25] Ø1" **DRAIN HOLE BOTTOM VIEW** [286] 11 1/4" [185] 7 1/4" DOOR LATCH [991] RELEASE-39" 000000

NON-MARRING GLIDES:

www.landscapeforms.com

Date: 11/5/2014 Ph: 800.521.2546





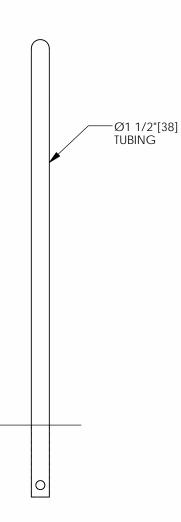


EXHIBIT D

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan within the **AGENCY** limits which is described in **Exhibit A**, detailing the means and methods for accomplishing the maintenance related activities in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

- Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
- 2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, or other maintenance related activities.
- 3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

- 1. The proposed date of the repair
- 2. The location of the repair
- 3. The nature of the repair
- 4. The materials to be used for the repair
- 5. The methods to be used for the repair

CONTRACT PLANS COMPONENTS

SHEET DESCRIPTION

SUMMARY OF PAY ITEMS

SUMMARY OF QUANTITIES

SUMMARY OF DRAINAGE STRUCTURES

SW SWALE AT SAMPLE ROAD CROSS SECTIONS

SE SWALE AT SAMPLE ROAD CROSS SECTIONS

STORMWATER POLLUTION PREVENTION PLANS

TEMPORARY TRAFFIC CONTROL PLAN

TREE INVENTORY DISPOSITION CHART

PROJECT NETWORK CONTROL

SUMMARY OF VERIFIED UTILITIES

ROADWAY SOIL PROFILES

ROADWAY SOIL SURVEY

GRAVITY WALL DETAILS SUMMARY OF QUANTITIES

* These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally

REPORT OF CORE BORINGS

GRAVITY WALLS NO. 1 & 2

OPTIONAL MATERIALS TABULATION

BACK OF SIDEWALK PROFILES

DRAINAGE STRUCTURES

DRAINAGE DETAILS

CROSS SECTIONS

UTILITY ADJUSTMENT

SIGNATURE SHEET

TYPICAL SECTION

PROJECT LAYOUT

PROJECT NOTES

ROADWAY PLAN

DRAINAGE MAP

KEY SHEET

ROADWAY PLANS SIGNING AND PAVEMENT MARKINGS SIGNALIZATION PLANS LIGHTING PLANS

INDEX OF ROADWAY PLANS

SHEET NO.

3 - 5

6 - 14

15 - 16

17 - 19

20 21 - 23

24

25 - 65

66 - 105

106 - 144

145 - 146

147 - 154

155 - 163

164 - 286

287 - 288

289 - 292

293 - 333

334 - 338 *CTL-1 - CTL-3

*GR2 - GR5

*UTV-1 - UTV-4

*GR-1

*GR-6

*BW-1

*BW-2

*BW-3

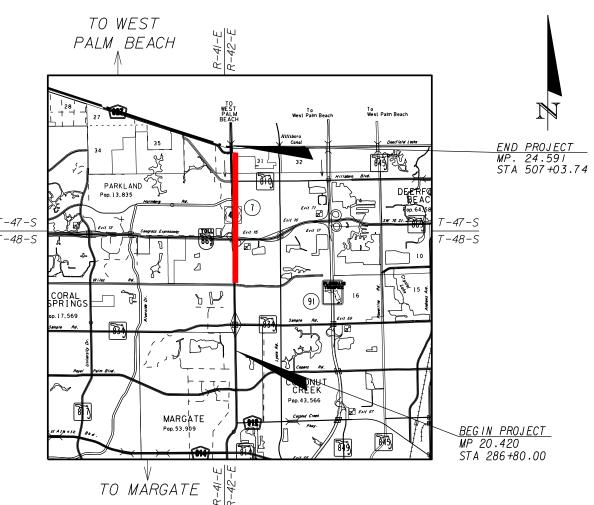
SQ-1 - SQ-71

2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

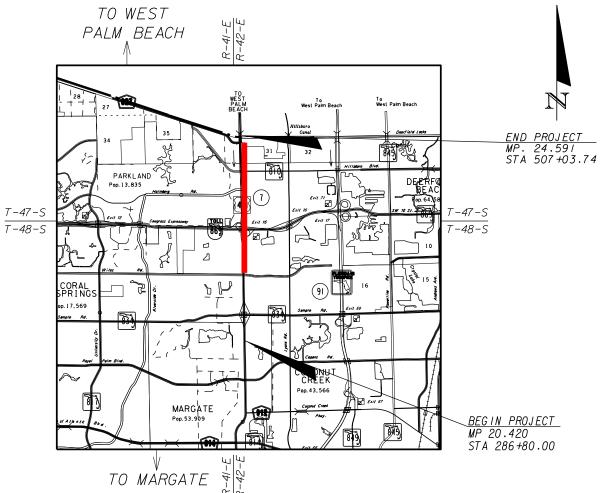
BROWARD COUNTY (86100)



REVISIONS:

FINANCIAL PROJECT ID 427937-1-52-01

STATE ROAD NO. SR 7



ROADWAY PLANS ENGINEER OF RECORD:

BRENT LEE SHE LING, P.E. P.E. NO.: 71453 FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN SECTION 2 3400 WEST COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309

THIS PROJECT TO BE LET TO CONTRACT WITH FINANCIAL PROJECT ID 427937-2-52-01 THIS PROJECT TO BE LET TO CONTRACT WITH PROJECT ID(S) 427937-1-52-02 AND 427937-2-52-02 FOR FINANCIAL PURPOSES ONLY.

DAYTONA BEACH

PIERCE

FDOT PROJECT MANAGER:

BRENT LEE-SHUE-LING, P.E.

GOVERNING DESIGN STANDARDS:

signed and sealed document.

Florida Department of Transportation, FY2016-17 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website: http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2017 Standard Specifications for Road and Bridge Construction at the following website: http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks

CONSTRUCTION	FISCAL	SHEET		
CONTRACT NO.	YEAR	NO.		
	17	1		

PROJECT LOCATION

				SUMMARY OF GENER	RAL ITE	MS		
PAY ITEM	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT QUANTITY	TC	TAL	DESIGN	CONSTRUCTION
NO.	TAT TIEM DESCRITTION	STA. TO STA.	JIDL	ONIT P F	P	F	NOTES	REMARKS
1-35-12	BUS SHELTER				10	6		
		337+82.64	LT	1			Tolar 5' (Coral Springs)	
		345+77 . 12	LT	1			Tolar 5' (Coral Springs)	
		352+67.94	LT	1			Tolar 5' (Coral Springs)	
		359+43.67	LT	7	-		Tolar 7' (Coral Springs)	
		379+04.81	LT	7			Tolar 7' (Coral Springs)	
		445+81.99	LT	1	-		Kaleidoscope 7' Bottle Green (Parkland)	
		465+89.67	LT		_		Existing to be reinstalled. (Parkland)	
		478+05.39	LT		_		Kaleidoscope 5' Bottle Green (Parkland)	
		488+03.24	LT	1			Kaleidoscope 5' Bottle Green (Parkland)	
		499+14.46	LT	1			Kaleidoscope 7' Bottle Green (Parkland)	
		359+71.15	RT	1			Kaleidoscope 7' (Coconut Creek)	
		381+95.61	RT	1			Kaleidoscope 7' (Coconut Creek)	
		424+18.80	RT	1			Kaleidoscope 7' (Coconut Creek)	
		436+39.64	RT	1			Kaleidoscope 7' (Coconut Creek)	
		451+48.69	RT	1			Kaleidoscope 7' (Coconut Creek)	
		484+27 . 17	RT	1			Kaleidoscope 7' (Coconut Creek)	
		499+51.88	RT	1			Kaleidoscope 7' (Coconut Creek)	
							, and the same of	
51-36-12	BIKE RACK	337+82.64	LT	1	1	7	Tolar (Coral Springs)	
		345+77.12	LT	1			Tolar (Coral Springs)	
		<i>352</i> +67 . 94	LT	1			Tolar (Coral Springs)	
		359+43.67	LT	1			Tolar (Coral Springs)	
		379+04.81 445+81.99	LT LT	7			Tolar (Coral Springs) Bottle Green Color (Parkland)	
		465+89.67	LT	1			Existing to be reinstalled.	
		478+05.39	LT	1			Bottle Green Color (Parkland)	
		488+03.24	LT	1			Bottle Green Color (Parkland)	
		499+14.46	LT	1			Bottle Green Color (Parkland)	
		359+71.15 381+95.61	RT RT	1 7	\dashv		Bola (Coconut Creek) Bola (Coconut Creek)	
		424+18.80	RT	1	_		Bola (Coconut Creek)	
		436+39.64	RT	1			Bola (Coconut Creek)	
		451+48.69	RT	1			Bola (Coconut Creek)	
		484+27.17	RT	1	_		Bola (Coconut Creek)	
		499+51.88	RT	I			Bola (Coconut Creek)	
51 - 37	TRASH RECEPTACLE				10	6		
		337+82.64	LT	1			Tolar	
		345+77 . 12	LT	1			Tolar	
		352+67 . 94	LT	1	_		Tolar	
		359+43.67 379+04.81	LT LT	1 7	\dashv		Tolar Tolar	
		391+63.94	LT	1	\dashv		Tolar	
		445+81.99	LT	1			Chase Park/Bottle Green Color (Parkland)	
		465+89.67	LT	1			Existing to be relocated back	
		478+05.39	LT	1	_		Existing to be relocated back	
		488+03.24 499+14.46	LT LT	1	_		Chase Park/Bottle Green Color (Parkland) Chase Park/Bottle Green Color (Parkland)	
		359+71.15	RT	1		+	Chase Park (Coconut Creek)	
		381+95.61	RT				Chase Park (Coconut Creek)	
_		424+18.80	RT	1			Chase Park (Coconut Creek)	
		436+39.64	RT	1	_		Chase Park (Coconut Creek)	
		451+48.69 484+27.17	RT RT	1 1	-		Chase Park (Coconut Creek) Chase Park (Coconut Creek)	
		484+27.17	RT		\dashv		Chase Park (Coconut Creek) Chase Park (Coconut Creek)	+
				1 /1				

	REVIS	SIONS		ENGINEER OF RECORD: BRENT LEE-SHUE-LING, P.E.		STATE OF FL	LORIDA
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 71453 FDOT DISTRICT IV	DEPARTMENT OF TRANSPORTATIO		
				3400 WEST COMMERCIAL BLVD.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
				FORT LAUDERDALE, FL 33309 (954) 777–4075 Brent.Lee-Shue-Ling@dot.state.fl.us	SR 7	BROWARD	427937-1-52-01

SUMMARY OF QUANTITIES

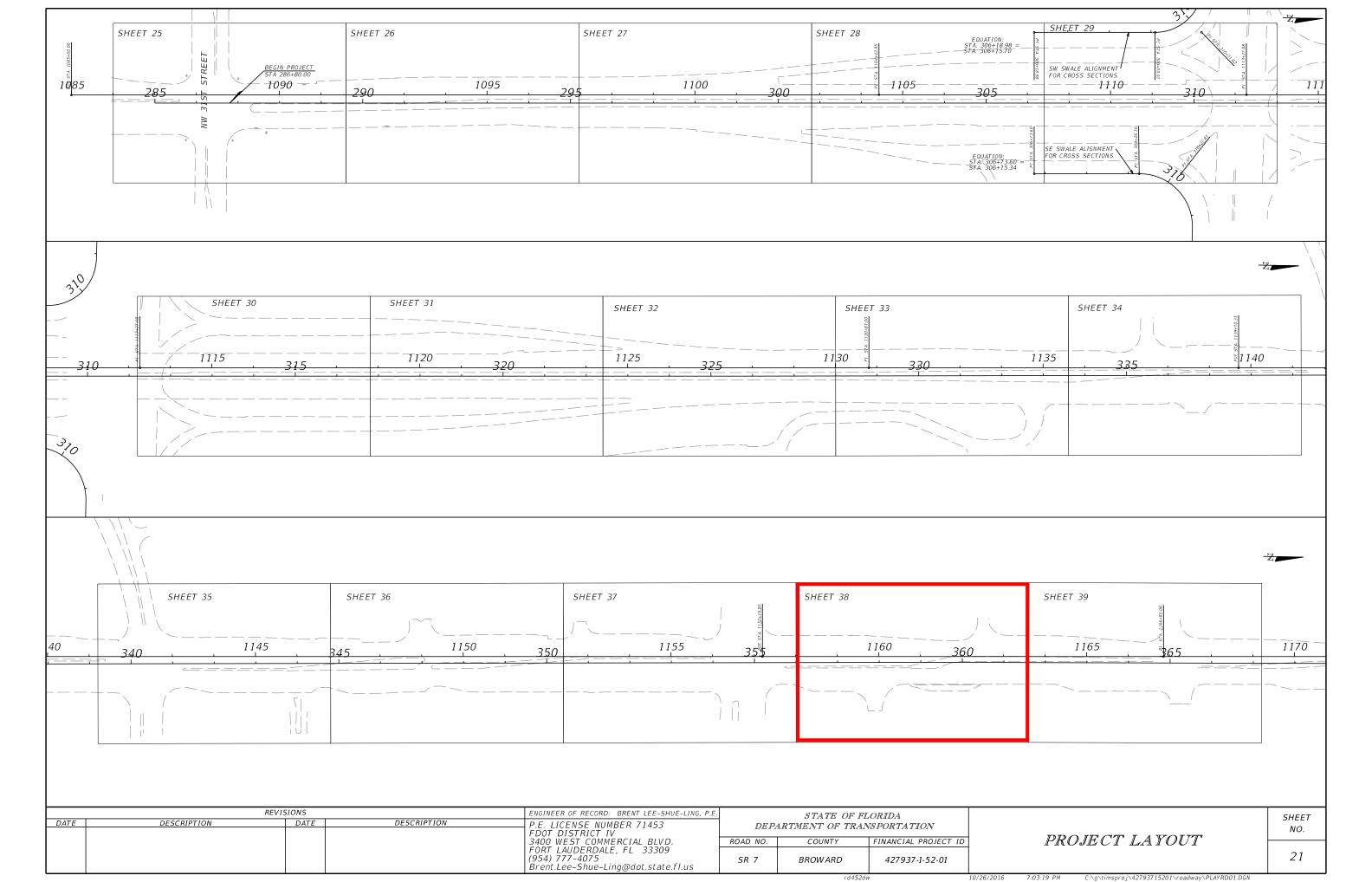
SQ-2

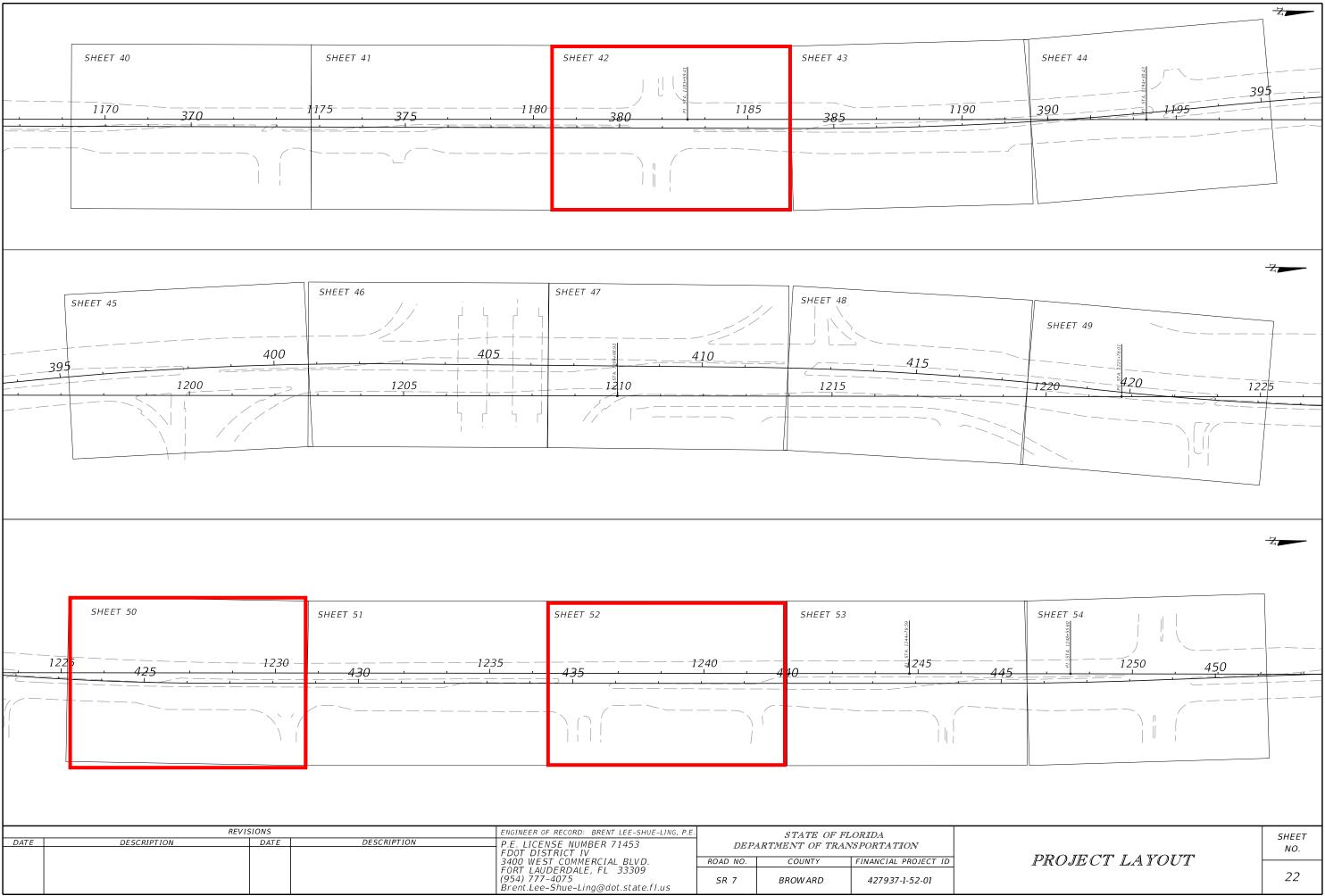
				SUMM	ARY OF	GENER	RAL ITE	MS			
PAY ITEM	AY ITEM PAY ITEM LOCATION		CIDE	/ / A / 7 T	QUAN	TITY	TOT	AL	DESIGN	CONSTRUCTION	
NO.	DESCRIPTION	STA. TO STA.	SIDE	UNIT	Р	F	Р	F	NOTES	REMARKS	
51-38-11	BUS BENCH						16				
		337+82.64	LT		1				Tolar (Coral Springs)		
		345+77 . 12	LT		1				Tolar (Coral Springs)		
		352+67 . 94	LT		1				Tolar (Coral Springs)		
		359+43.67	LT		1				Tolar (Coral Springs)		
		379+04.81	LT		1				Tolar (Coral Springs)		
		391+63.94	LT		1				Tolar (Coral Springs)		
		445+81.99	LT		1				Chase Park/Bottle Green Color (Parkland)		
		465+89.67	LT		1				Existing to be relocated back		
	478+05.39		LT		1				Existing to be relocated back		
		488+03.24	LT		1				Chase Park/Bottle Green Color (Parkland)		
		499+14.46	LT		1				Chase Park/Bottle Green Color (Parkland)		
		359+71.15	RT		1				Chase Park (Coconut Creek)		
		381+95.61	RT		1				Chase Park (Coconut Creek)		
		424+18.80	RT		1				Chase Park (Coconut Creek)		
		436+39.64	RT		1				Chase Park (Coconut Creek)		
		451+48.69	RT		1				Chase Park (Coconut Creek)		
		484+27 . 17	RT		1				Chase Park (Coconut Creek)		
		499+51.88	RT		1				Chase Park (Coconut Creek)		
					<u> </u>						
							_				

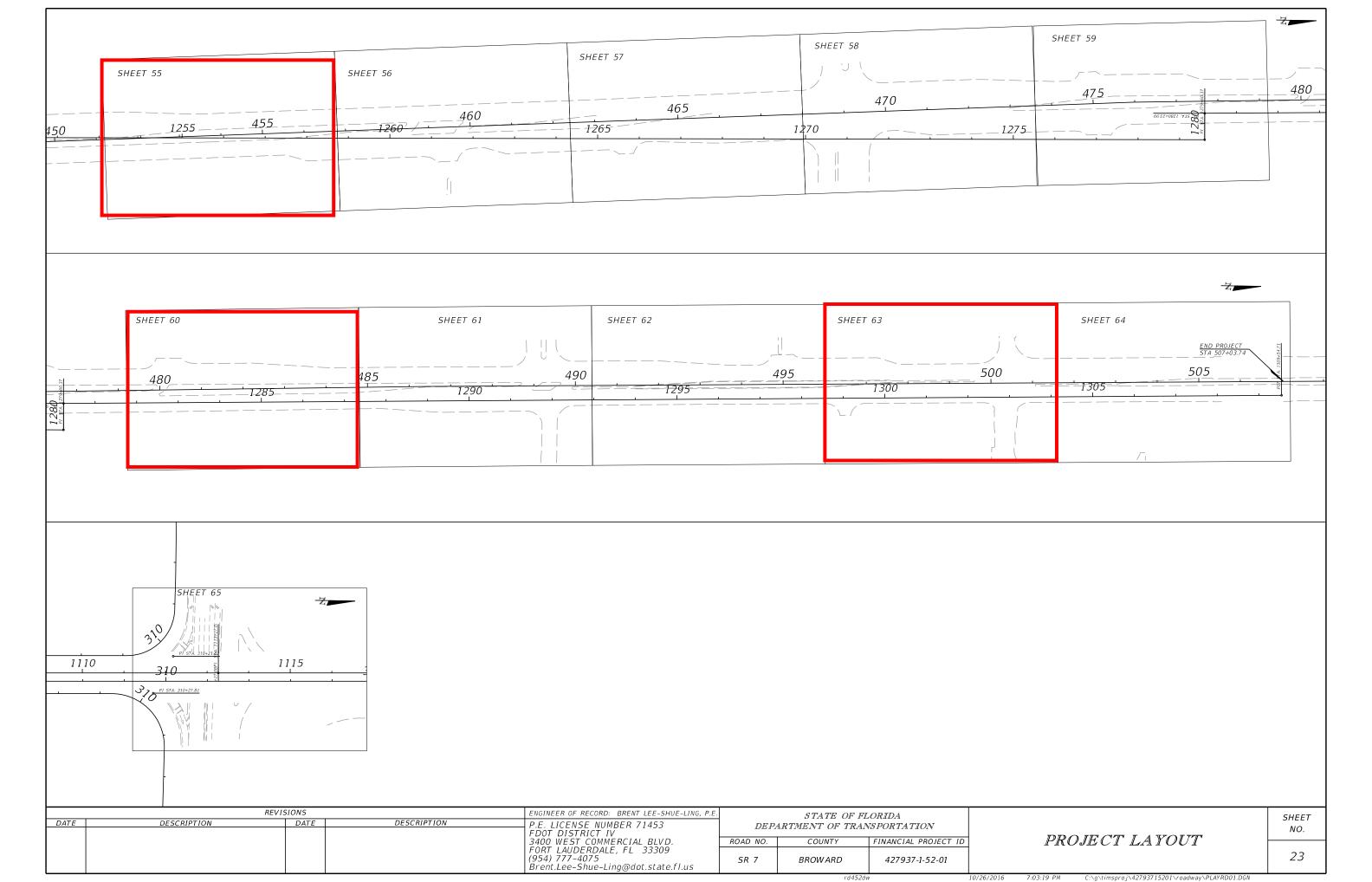
	REVI	SIONS		ENGINEER OF RECORD: BRENT LEE-SHUE-LING, P.E.		STATE OF FI	LORIDA
DATE	DESCRIPTION	DATE	DESCRIPTION	P.E. LICENSE NUMBER 71453 FDOT DISTRICT IV	DEPARTMENT OF TRANSPORTA		
				3400 WEST COMMERCIAL BLVD.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
				FORT LAUDERDALE, FL 33309 (954) 777-4075 Brent.Lee-Shue-Ling@dot.state.fl.us	SR 7	BROWARD	427937-1-52-01

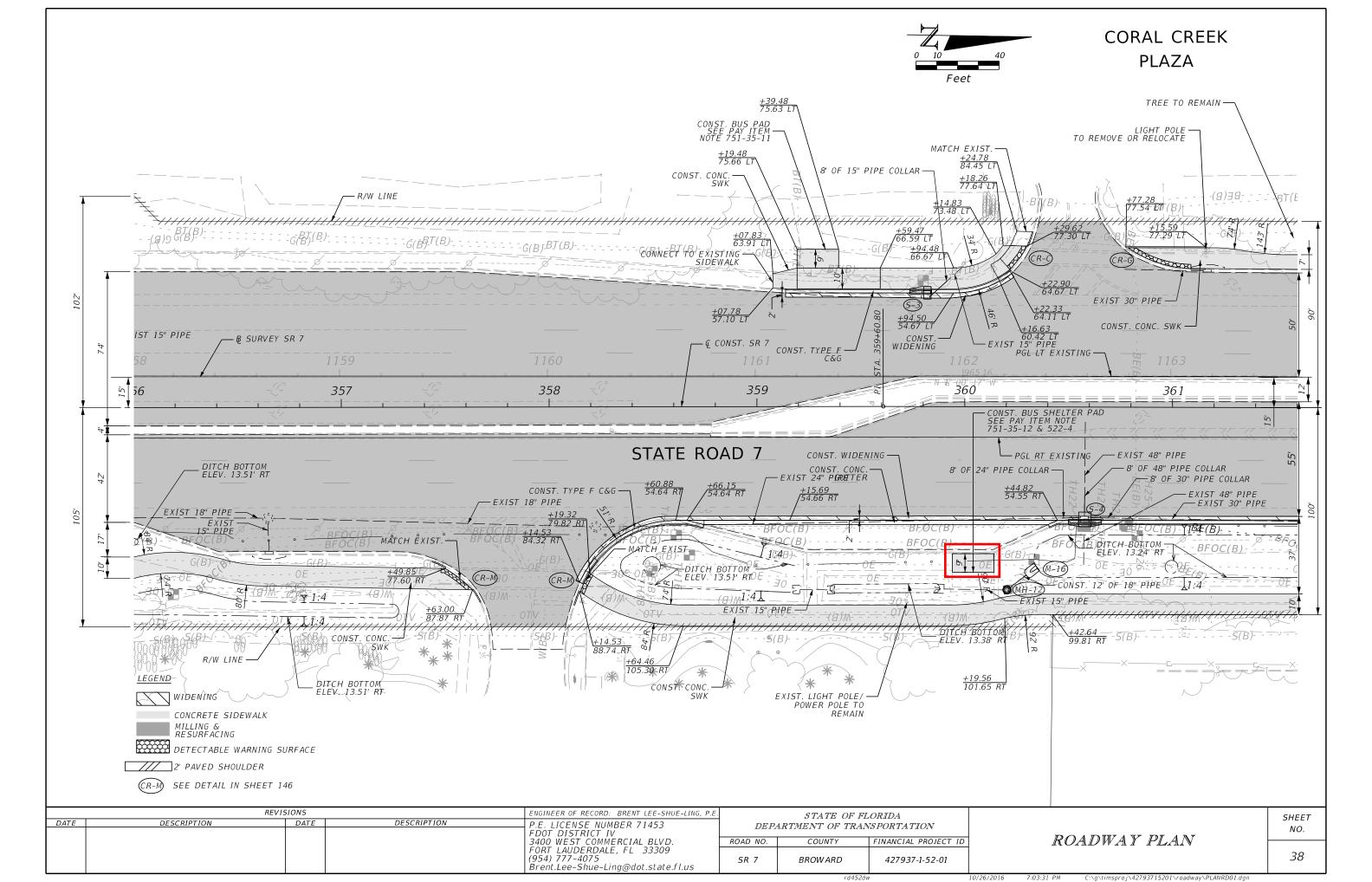
SUMMARY OF QUANTITIES

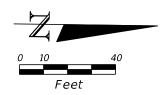
SQ-3

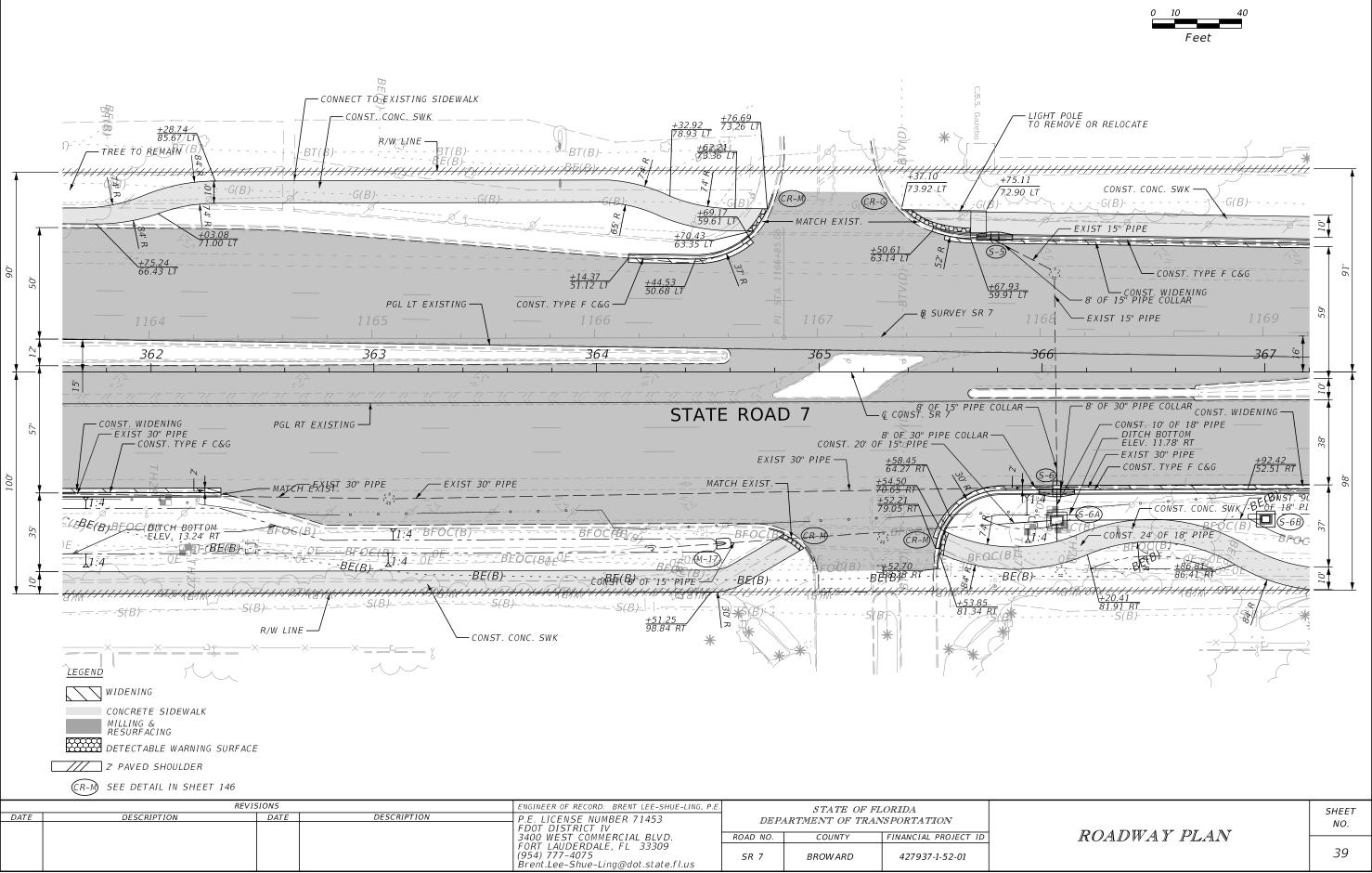












39

427937-1-52-01

BROWARD

