

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** August 18, 2021

**Presenter's Name and Title:** Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development

**Temp. Reso. Number:** R7445

**Item Description:** Temp. Reso. No. R7445, APPROVING A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE BASS CREEK ROAD TRAFFIC CALMING INITIATIVE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT. (City Engineer Salvador Zuniga)

Consent ☒      Resolution ☐      Ordinance ☐      Quasi-Judicial ☐      Public Hearing ☐

**Instructions for the Office of the City Clerk:** The Resolution and Agreement to be signed on the Dais.

**Public Notice** – As Required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_, in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_. (Fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_ Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous 4/5ths etc. vote of the City Commission.

**Fiscal Impact:** Yes ☐ No ☒

**REMARKS:**



**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. 7445**
  - **Exhibit "A": Highway Maintenance Memorandum of Agreement**
- **Attachment(s)**
  - **Attachment 1: Location Map**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:**  Vernon E. Hargray, City Manager 

**BY:** Salvador Zuniga, City Engineer

**DATE:** August 12, 2021

**RE:** Temp. Reso. No. R7445, approving a Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation for the Bass Creek Road Traffic Calming Initiative Project

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R7445, approving a Highway Maintenance Memorandum of Agreement (“HMMOA”) with the Florida Department of Transportation (“FDOT”) for the Bass Creek Road Traffic Calming Project (“Project”).

**ISSUE:** FDOT requires the City to enter into a HMMOA with FDOT in order for the City to install and maintain improvements constructed by the City within FDOT’s right-of-way along Bass Creek Road.

**BACKGROUND:** On September 8, 2020, a site visit was conducted at the intersection of Bass Creek Road and Lakeside Drive to discuss safety concerns from the neighboring communities. A safety evaluation was subsequently conducted along the Bass Creek corridor to evaluate the existing conditions and potential improvements. As a short term and cost-effective improvement, the City has decided to proceed with the installation of speed feedback radar signs with flashing beacons and posted speed pavement markings, to reduce the speeding of drivers approaching the intersection. This will require one of the radar signs to be installed on the bridge within FDOT’s right-of-way.

**DISCUSSION:** This Resolution is to enter into a Highway Maintenance Memorandum of Agreement with FDOT to designate and set forth the responsibilities of each party for the maintenance of the project. The City will be installing the improvements within FDOT’s right of way, as a result the City will be required to maintain the improvements after construction is completed.

**ANALYSIS:** With the approval and execution of this Agreement, the City of Miramar will be responsible for the maintenance of the improvements, namely the speed feedback signs with flashing beacons and posted speed pavement markings that are proposed along Bass Creek Road within FDOT's right of way.

Temp. Reso. No. R7445  
7/14/2021  
8/10/2021

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE BASS CREEK ROAD TRAFFIC CALMING INITIATIVE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar desires to construct improvements referred to as the Bass Creek Road Traffic Calming Initiative Project (the “Project”); and;

**WHEREAS**, part of the Project is within the Florida Department of Transportation’s (“FDOT”) jurisdictional right-of-way along Bass Creek Road between I-75 and Lakeside Drive; and

**WHEREAS**, the Project’s scope within FDOT’s right-of-way includes the installation of a speed feedback sign with flashing beacon and posted speed pavement markings along the Bass Creek Road Bridge over I-75 (the “Improvements”); and

**WHEREAS**, FDOT requires that the City undertake the maintenance of the Improvements with FDOT’s right-of-way after the completion of construction; and

**WHEREAS**, the City and FDOT mutually agree to enter into a Highway Maintenance Memorandum of Agreement (“HMMOA”) for the Project; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. R7445  
7/14/2021  
8/10/2021

**WHEREAS**, the City Manager recommends that the City Commission approve the HMMOA, and authorize the City Manager to execute the HMMOA, in the form attached hereto as Exhibit "A"; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the HMMOA, and authorize the City Manager to execute the HMMOA, in the form attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it approves the HMMOA for the Project.

**Section 3:** That the City Manager is authorized to execute the HMMOA in the form attached hereto as Exhibit "A", together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. R7445  
7/14/2021  
8/10/2021

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Vice Mayor Yvette Colbourne  
Commissioner Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_

SECTION NO.:86075  
Permit NO.: 2021-K-49-00055  
COUNTY: BROWARD  
State Road No.: Bass Creek Road

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

**THIS AGREEMENT**, made and entered on \_\_\_\_\_, 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 MIRAMAR**, a municipal corporation, existing under the Laws of Florida, hereinafter called the "**AGENCY**."

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over and maintains State Road 844, I-75, where Bass Creek Road (SW 48<sup>th</sup> Ct.), crosses I-75, in Broward County, Florida which is described in **EXHIBIT A (Project Location, Description and Location Map)**; and

**WHEREAS**, the **AGENCY** seeks to install and maintain certain Radar Speed Signs and Ground Mount Solar Power Speed Feedback for traffic on Bass Creek Road, hereinafter called "**IMPROVEMENTS**" as specified in the **PLAN** as described in **EXHIBIT B (Signing Plans)** delineating a location within the **DEPARTMENT** right of way of State Road 844; and

**WHEREAS**, the **DEPARTMENT** shall allow the **SIGNS** to be installed and said **SIGNS** must be maintained as propose by **AGENCY**; and

**WHEREAS**, the **AGENCY** shall provide and install the Radar Speed Signs; and

**WHEREAS**, the Project involves the scope of work as described within **EXHIBIT A**; and **EXHIBIT B** which will benefit the **AGENCY**; and

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

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

**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 term of this **AGREEMENT** shall commence upon execution by both parties and shall continue until terminated pursuant to the provisions of this **AGREEMENT**.
2. The **AGENCY** hereby agrees to provide and install or cause to be installed the **IMPROVEMENTS** on the highway facility as specified in the signing plan as described in **EXHIBIT B** which will benefit the **AGENCY**. The **AGENCY** shall not change or deviate from said **SIGNING PLAN** without written approval of the **DEPARTMENT**.

### 3. MAINTENANCE OF FACILITIES

- A. It is understood and agreed by the parties that upon completion of the project, the **AGENCY** shall be responsible for maintenance of the **IMPROVEMENTS** in accordance with **DEPARTMENT** Standards and Specifications; Maintenance shall also include the following:
- B. Periodic inspections of no less than twelve (12) months of all **SIGNS**, including:
- 1) Ensuring clear visibility from the roadway. Any obstructions shall be removed, or the **SIGNS** relocated to provide adequate visibility after notice and permission from the **DEPARTMENT**.
  - 2) Inspection of signposts, foundations, brackets, etc. for any defects. Any such defects shall be repaired in accordance with federal, state, and county standards.
  - 3) Any single post regulatory **SIGN** identified as being missing or downed, shall be replaced within one (1) business day. All other single or multi- post signs discovered to be missing or downed shall be replaced within ninety (90) days.
  - 4) Any single post regulatory **SIGN** identified as being damaged, shall be made safe within twenty-four (24) hours.
  - 5) Replacement poles, brackets, hardware, etc.
  - 6) A nighttime inspection of all signs to check for retroreflection shall be made at least once a year and conducted in accordance to the methods referenced in Procedure No. 850-065-002, Maintenance Rating Program (MRP) prescribed in the MRP Handbook.
  - 7) 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, repayment, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
  - 8) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the sign poles, or other assets occurring as a result of the maintenance and/or repairs to the **SIGNS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.



- 9) The **AGENCY** agrees to maintain, at its sole cost and expense, the **SIGNS** 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.
  - 10) The **SIGNS** shall be kept clean and free from trash and debris. The **SIGNS** shall be kept free of graffiti. The **SIGNS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.
  - 11) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **SIGNS**. The **AGENCY's** responsibility to keep the **SIGNS** 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, weather, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **SIGNS** in a manner to protect against injury to any person or property.
- C. The **AGENCY** shall be solely responsible for the maintenance and preservation of all **SIGNS** within the limits of construction. The **AGENCY** shall inspect the **SIGNS** on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the **AGENCY** has undertaken the **SIGN** installation and/or maintenance responsibility mentioned above, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this **AGREEMENT**, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, to placing said **AGENCY** on notice thereof. Thereafter, the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:
  - 1) Complete the installation, or part thereof, with **DEPARTMENT** or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or,
  - 2) Maintain the **IMPROVEMENTS** or any part thereof, with the **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, and / or,

- 3) At the discretion of the **DEPARTMENT** terminate the **AGREEMENT** in accordance with Paragraph 6, and remove, by the **DEPARTMENT** or private Contractor's personnel, all of the **IMPROVEMENTS** installed under this **AGREEMENT** or any preceding **AGREEMENTS** and charge the **AGENCY** the reasonable cost of such removal.

#### 4. FUTURE DEPARTMENT IMPROVEMENTS

- A. In the event the **DEPARTMENT** decides to construct additional improvements or modify improvements, and it is necessary to remove the signs within the limits of the right of way herein previously identified, the **DEPARTMENT** shall notify the **AGENCY** in writing.
- B. It is understood between the parties hereto that the **IMPROVEMENT** 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(s) be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.
- C. The **AGENCY** shall be given sixty (60) calendar days' notice to remove said **IMPROVEMENTS** after which time the **DEPARTMENT** may remove same. All permits associated with the removal, relocation or adjustments of these **IMPROVEMENTS** are the maintaining **AGENCY'S** responsibility.

#### 6. AGREEMENT TERMINATION

- A. In addition to those conditions otherwise contained herein, this **AGREEMENT** may be terminated under anyone (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.
  - 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**.
- B. The **DEPARTMENT** may terminate this **AGREEMENT**, without cause, at any time upon thirty (30) days written notice to the **AGENCY**.
- C. The **AGENCY** may terminate this **AGREEMENT**, without cause, at any time upon thirty (30) days written notice to the **DEPARTMENT** after complete removal of the **SIGNS** and the area restored to its original condition.

**7. 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.

**8. LIABILITY AND INSURANCE REQUIREMENTS**

- A. With respect to any of the **AGENCY'S** consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for these 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, subconsultants, 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 coverage 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/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.

**9. E-VERIFY REQUIREMENTS**

The **AGENCY** shall:

- A. 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** during the term of the contract; and
- B. 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.

- 10.** This **AGREEMENT** incorporates and includes all prior negotiations, correspondence, conversations, **agreements**, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this **AGREEMENT** that are not contained in this document except the above-referenced permit. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

**11. 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.

**12. ASSIGNMENT**

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

**13. 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 that the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

**14. 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.

**SECTION NO.:86075**  
**Permit NO.: 2021-K-49-00055**  
**COUNTY: BROWARD**  
**State Road No.: Bass Creek Road**

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 Miramar  
Attention: Board of Commissioners  
2200 Civic Center Place  
Miramar, FL 33025

DRAFT

**SECTION NO.:86075**

**Permit NO.: 2021-K-49-00055**

**COUNTY: BROWARD**

**State Road No.: Bass Creek Road**

**15. LIST OF EXHIBITS:**

EXHIBIT A: PROJECT LOCATION, DESCRIPTION AND LOCATION MAP

EXHIBIT B: SIGNING PLAN

EXHIBIT C: MAINTENANCE PLAN REQUIREMENTS

DRAFT

SECTION NO.:86075  
Permit NO.: 2021-K-49-00055  
COUNTY: BROWARD  
State Road No.: Bass Creek Road

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year provided below.

CITY OF MIRAMAR, FLORIDA

By: \_ Vernon E. Hargray, City Manager

ATTEST:

\_\_\_\_\_  
Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar only:

By \_\_\_\_\_  
Austin Pamies Norris Weeks Powell, PLLC  
City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approval:

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

SECTION NO.:86075  
Permit NO.: 2021-K-49-00055  
COUNTY: BROWARD  
State Road No.: Bass Creek Road

**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)

By \_\_\_\_\_  
Paul Lampley, P.E., Director of Operations

Date: \_\_\_\_\_

Approval as to Form:

By \_\_\_\_\_  
Dawn Raduano, District General Counsel

Date: \_\_\_\_\_



**SECTION NO.:** 94050000  
**PERMIT#:** 2020-C-490-00006  
**COUNTY:** Saint Lucie County  
**S.R. NO.:** A1A/Seaway Drive

## EXHIBIT A

## PROJECT LOCATION, DESCRIPTION AND LOCATION MAP

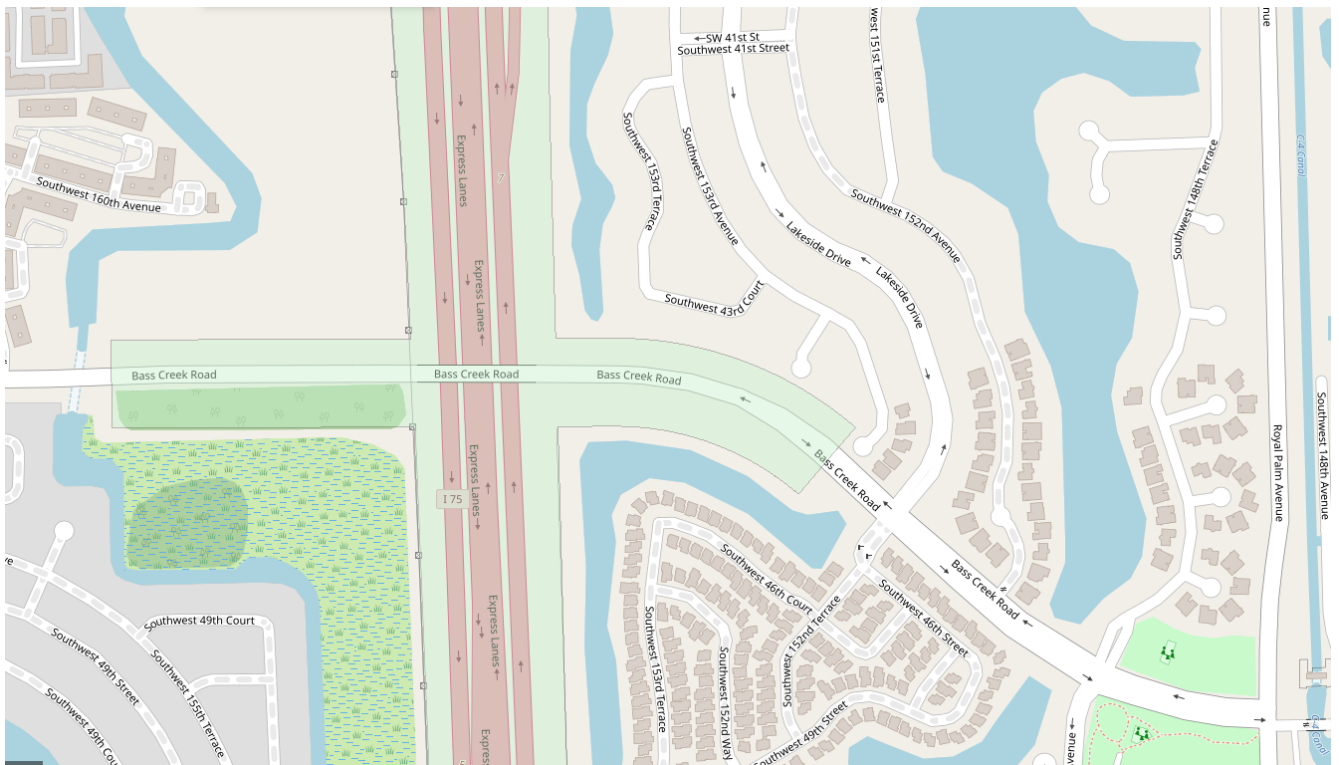
## I. PROJECT LOCATION

The **AGENCY** seeks to install and maintain the **Radar Speeding Signs on Bass Creek Road (SW 48<sup>th</sup> Ct.), east of I-75, in Broward County, in Miramar, Florida.**

## II. DESCRIPTION

The **AGENCY** seeks to install and maintain the **Radar Speeding Signs** within the **DEPARTMENT** right of way associated with I-75 and SW 48<sup>th</sup> Ct.

### III. LOCATION MAP



SECTION NO.:	94050000
PERMIT#:	2020-C-490-00006
COUNTY:	Saint Lucie County
S.R. NO.:	A1A/Seaway Drive

## EXHIBIT B

### SIGNING PLAN

SIGNING PLANS prepared by The City of Miramar. dated June 21, 2021as approved by the **DEPARTMENT**.

#### SIGNING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	P1	Location Sheet
14	A2	APL Certification Sheet
15	A3	Product description
16	A4	Specification Sheet
17	1-8	Plans

[The remainder of this page intentionally left blank]

SECTION NO.:	94050000
PERMIT#:	2020-C-490-00006
COUNTY:	Saint Lucie County
S.R. NO.:	A1A/Seaway Drive

## EXHIBIT C

### MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the **SIGNS** 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:

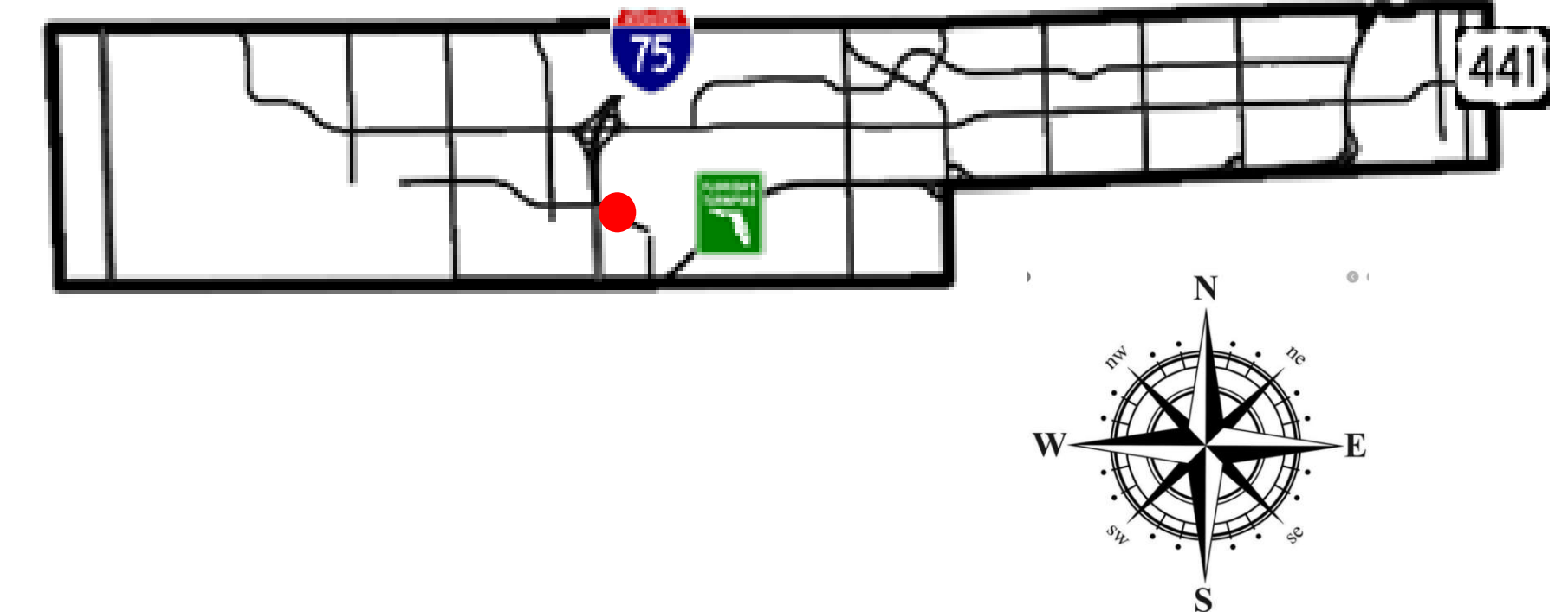
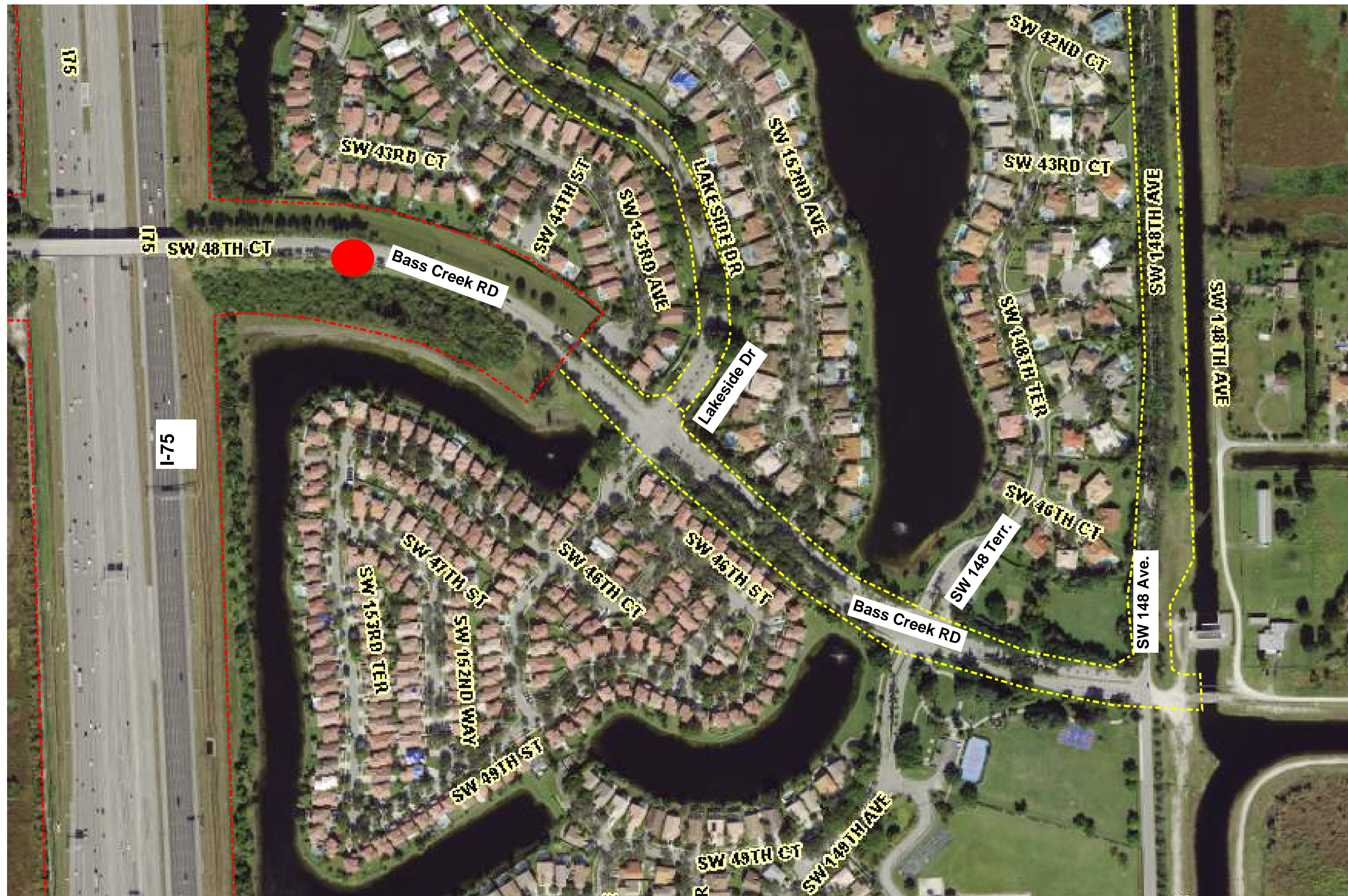
1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. 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.

# ATTACHMENT 1

## LOCATION MAP



## LEGEND

- FDOT RIGHT OF WAY

CITY OF MIRAMAR  
RIGHT OF WAY

PROJECT LOCATION

CITY OF MIRAMAR		REVISIONS				PROJECT LOCATION
BASS CREEK RD		NO.	BY	DATE	DESCRIPTION	
TRAFFIC CALMING INITIATIVE						
BCTED REF NO. 210616060						
						P1