Agenda Item: 3F10

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	August 25, 2020		Consent Workshop	[] Regular [] Public Hearing					

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a resolution approving a Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) to maintain signage within the right of way of State Road 9 (I-95) in West Palm Beach, Palm Beach County, Florida at Mile Post (MP) 0.801, effective for a 50 year term.

Summary: The Department of Airports has submitted a permit application to the FDOT to modify or replace sign panels on an overhead structure on the exit ramp from I-95 into Palm Beach International Airport (PBI) at MP 0.801. The improved signage will aid the traveling public in way-finding on the airport and will provide enhanced customer service. Approval of the permit requires that Palm Beach County enter into an agreement to maintain the signage at this location. Countywide (AH)

Background and Justification: The entrance to the PBI terminal has a maximum vehicle height restriction of 13-ft due to the pedestrian crossing structures from the parking garages to the second level of the terminal. There have been numerous occasions when a vehicle traveling the exit ramp from I-95 fails to note the restriction and passes the last opportunity to exit creating a traffic problem at the terminal. The improvements included in the permit application include installing a new directional sign panel on the overhead structure to direct traffic to exit prior to entering the terminal. The improvements also include replacing an existing sign panel with a larger one to match the adjacent signage. The improved signage will aid the traveling public in wayfinding on the airport and will provide enhanced customer service. The MMOA is for a period of 50 years.

Attachments:

- 1. Resolution (3 originals)
- 2. Maintenance Memorandum of Agreement (3 originals)

Recommended	By: sml Gauna Bube	7-21-20
	Department Director	Date
Approved By:	Veralle	\$/11/0000
	County Administrator	/ / Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>20</u>	20 <u>21</u>	20 <u>22</u>	20 <u>23</u>	20 <u>24</u>			
Capital Expenditures Operating Costs External Revenues (Grants Program Income (County) In-Kind Match (County) NET FISCAL IMPACT)							
# ADDITIONAL FTE POSITIONS (Cumulative)								
Is Item Included in the Current Budget? Yes No <u>X</u> Does this item include the use of federal funds? Yes No <u>X</u>								
Budget Account No: Fu Re	nd Depart porting Category	tment	_ Unit	Object				
B. Recommended Sources of Funds/Summary of Fiscal Impact:								
There is no Fiscal Impact for this item.								
C. Departmental Fiscal Review: WMMULLUMUM								

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

18 OFMB

B. Legal Sufficiency:

8-7-2020 Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

プゆう Contract Dev. and Control

RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN PALM BEACH COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, Palm Beach County, Florida (the "County") through its Department of Airports has submitted a permit application to the Florida Department of Transportation (FDOT) to modify or replace signage within the right of way of State Road 9 (I-95), West Palm Beach, Florida at Mile Post (MP) 0.801 (the "Project") at Palm Beach International Airport (the "Airport"); and

WHEREAS, the FDOT has agreed to issue the permit with the condition that the County enter into a Maintenance Memorandum of Agreement (MMOA) to maintain the signage at this location and modified under the Project for the Airport; and

WHEREAS, the FDOT has provided a MMOA for a 50 year term; and

WHEREAS, it is in the best interest of the County to enter into the aforementioned MMOA in order to proceed with the Project.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the MMOA between the County and the FDOT, a copy of which is attached hereto and made a part hereof, is hereby approved and the Mayor of the Palm Beach Board of County Commissioners and the Clerk of the Board are authorized to sign same on behalf of the Board.

The foregoing Resolution was offered by Commissioner_____, who moved its adoption. The motion was seconded by Commissioner_____, and being put to a vote, the vote was as follows:

Commissioner Dave Kerner, Mayor Commissioner Robert S. Weinroth, Vice Mayor Commissioner Hal R. Valeche Commissioner Gregg K. Weiss Commissioner Mary Lou Berger Commissioner Melissa McKinlay Commissioner Mack Bernard

The Mayor thereupon declared the Resolution duly passed and adopted

this____day of _____, 2020.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller Palm Beach County

By:__

County Attorney

Ву:____

Deputy Clerk

DISTRICT FOUR

FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into on

by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component Agency of the State of Florida, hereinafter called the "**DEPARTMENT**" and **Palm Beach County**, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "**AGENCY**."

WITNESSETH

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road 9 (I-95) in West Palm Beach, Palm Beach County, Florida at (M.P) 0.801 which is described in "EXHIBIT A" (Project Location, Description and Location Map); and

WHEREAS, the AGENCY seeks to install and maintain one overhead sign $(9.33' \times 11.00')$ and one overhead sign $(9.33' \times 12.50')$, hereinafter called "IMPROVEMENTS" as specified in the PLAN as described in "EXHIBIT B" delineating a location within the DEPARTMENT right of way of State Road 9 (I-95) at (M.P) 0.801; and

WHEREAS, IMPROVEMENTS shall include the previous signs installed at (M.P) 0.801; and

WHEREAS, the DEPARTMENT shall allow the IMPROVEMENTS to be installed and said IMPROVEMENTS must be maintained as proposed by AGENCY; and

WHEREAS, the AGENCY shall provide and install the IMPROVEMENTS; and

WHEREAS, the Project involves the scope of work as described within Exhibit A (Project Location and Description), Exhibit B (Plans) and Exhibit C (Project Plans) 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 _____, 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; 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. INSTALLATION OF FACILITIES

A. The AGENCY shall construct, under Permit Number 2020-N-496-00002 the

Page 1 of 16

IMPROVEMENTS as detailed in **Exhibit A** (**Project Location, Description and Project Aerial**) **and Exhibit B** (Plans) that will benefit the **AGENCY**.

- 1) All activities related to **IMPROVEMENTS** installation and future maintenance operations of the **IMPROVEMENTS** performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control* (MUTCD) and *FDOT Traffic Control through Work Zones.*
- 2) The most current edition of *FDOT Standard Plans* (Sight Distance at Intersections) must be adhered to.
- 3) Lateral Offsets as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 must be adhered to.
- 4) The AGENCY shall provide the local FDOT Operation Center located at Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, Florida 33413, (561) 432-4966, 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 the landscape IMPROVEMENTS.
- 5) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape **IMPROVEMENTS**.
- 6) If there is a need to repair electrical components or lighting fixtures/bulbs, it shall be coordinated with Palm Beach Operations Center.
- 7) **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph (4) shall also be notified.
- 8) The **AGENCY** shall be responsible to clear all utilities within the landscape improvement limits before construction commences.

2. MAINTENANCE OF FACILITIES

- A. The **AGENCY** shall be responsible for maintenance of the **IMPROVEMENTS** in accordance with **DEPARTMENT** Standards and Specifications; Maintenance shall also include the following:
 - 1. Periodic inspections of no less than twelve (12) months of all **SIGNS**, including:

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- a. 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**.
- b. Inspection of signposts, foundations, brackets, etc. for any defects. Any such defects shall be repaired in accordance with federal, state, and county standards.
- c. 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.
- d. 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.
- 2. The **AGENCY** shall be responsible for the repair/replacement of sign panels, sign brackets, hardware, etc.
- 3. 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 **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
- 4. 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.
- 5. 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.
- 6. 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,

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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.

B. The AGENCY shall be solely responsible for the maintenance and preservation of all SIGNS within the limits of construction. The AGENCY shall inspect the IMPROVEMENTS 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).

3. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the IMPROVEMENTS installation and/or maintenance responsibility mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the IMPROVEMENTS 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 4, 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. AGREEMENT TERMINATION

- A. In addition to those conditions otherwise contained herein, 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.

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- 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.

5. **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.

6. 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 or Commercial 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.

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- 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.

7. 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.
- 8. 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.

9. 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.

10. ASSIGNMENT

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11. 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 venue for any dispute under this contract shall be Broward County, Florida.

12. 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:

Palm Beach County Department of Airports Attention: Gary M. Sypek, Deputy Director 846, Palm Beach International Airport West Palm Beach, Fl. 33406-7427

13. LIST OF EXHIBITS:

EXHIBIT A: PROJECT LOCATION, DESCRIPTION AND LOCATION MAP EXHIBIT B: SIGNING PLAN EXHIBIT C: MAINTENANCE PLAN REQUIREMENTS

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

AGENCY: PALM BEACH COUNTY

By:

Dave Kerner, Mayor

Sharon R. Bock, Clerk & Comptroller

ATTEST: ____

Deputy Clerk

Approved as to Form and Legal Sufficiency

Attorney

Approved as to Terms and Conditions

Bike of Airports By:

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Date

Date

Date

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

DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By_____ Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

By _____ Dawn Raduano, District General Counsel

Date: _____

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND LOCATION MAP

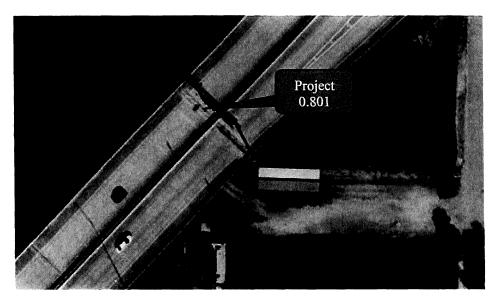
I. PROJECT LOCATION

The **AGENCY** seeks to install and maintain the **IMPROVEMENTS** along State Road 9 (I-95) at (M.P) 0.801, in Palm Beach County, Florida.

II. DESCRIPTION

The **AGENCY** seeks to install and maintain the **IMPROVEMENTS** within the **DEPARTMENT'S** right of way of State Road 9 (I-95) at (M.P) 0.801, in West Palm Beach, Palm Beach County, Florida.

III. LOCATION MAP



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EXHIBIT B

SIGNING PLAN

SIGNING PLAN prepared by DeeAngela R. Tjikueni, P.E. and Russel E. Tripp, P. E., or CH2M City of West Palm Beach, Fl. 33401 on April 30, 2020.

SIGNING PLAN (attached)

Sheets Included: PDF Page Number (#) Plan Sheet (#) Sheet(s) Description 12 G-002A SHEET C-500 SIGNING GENERAL NOTES 13 C-505 14 SIGNING PLAN 15 C-605 GUIDE SIGN WORKSHEET (SIGNING PLAN)

[The remainder of this page intentionally left blank.]

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2 4 3 6 DRAWING INDEX NOTE TO FDOT DRAWING REVIEWERS: GENERAL COVER SHEET DRAWING INDEX ABBREVIATIONS LEGEND AND GENERAL NOTES G-001 G-002 1 THIS SPECIAL INDEX SHEET IS PROVIDED AS G-0024 G-003 G-101 INDEX SHEET FOR FOOT SIGN PERMIT OVERALL ACCESS STAGING AND HAUL ROUTE INFORMATION TO FDOT REVIEWERS ONLY FOR THE WORK AREA SITE PLAN SIGNAGE FDOT DESTINATION GUIDE SIGNS PERMIT C-MO SIGNUIG GENERAL NOTES C-MIA ELECTRONIC OVERHEAD SIGNING DEMOLITION PLAN BEACH C-501A C-501B C-502 C-503 C-504 C-504 C-505 C-601 C-602 C-603 C-604 SIGNING PLAN SIGNING PLAN SIGNING PLAN SIGNING PLAN APPLICATION. IT IS NOT PART OF THE TECHNICAL PALM BEACH AIRPORT DRAWINGS REQUIRING APPROVAL FOR THE SIGNING PLAN GUIDE SIGN WORKSHEET (SIGN PLAN) GENERAL BUILDING PERMIT. THE ENTIRE PROJECT ch2m: DRAWING SET INCLUDES ALL OF THE OTHER SHEETS GUIDE SIGN WORKSHEET (SIGN PLAN) TABULATION OF QUANTITIES C-605 C-701 W+11 Pain Beach, Flori Tel. ¥14-351-9214 1 Far 954-772 7871 1 LC2004188 Florida 13401 EB 000007 AA 000015 IN THE INDEX, BUT ONLY THE FOUR SHEETS UTILITIES U-101 UTILITY MASTER PLAN UNDERLINED ARE RELEVENT TO THE FDOT SIGNAGE LANDSCAPE L-100 OVERALL LANDSCAPE KEY SHEET L-101 SIGNAGE LANDSCAPE PLAN L-102 SIGNAGE LANDSCAPE PLAN L-100 L-101 L-102 L-103 L-104 L-105 L-105 L-106 L-107 L-108 L-109 L-501 PERMIT AND INCLUDED IN THE FDOT PERMIT LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE PLAN APPLICATION. Professional of Record Russell E Tripp Florido P E 19198 LANDSCAPE PLAN SIGNAGE IRRIGATION PLAN LANDSCAPE DETAILS ANNIHIMAN ELL E. ARCHITECTURE TECTURE SITE SIGNAGE PLAN SITE SIGNAGE ENLARGED PLANS SIGN DESIGN ELEVATIONS SIGN DESIGN ELEVATIONS A-101 A-102 A-201 A-202 STRUCTURAL SIGN FOUNDATION S-501 ELECTRICAL E-001 ELECTRICAL GENERAL NOTES E-101 SIGN I ELECTRICAL SITE PLAN, RISER DIAGRAM AND NOTES E-102 SIGN 2 ELECTRICAL SITE PLAN, RISER DIAGRAM AND NOTES TATE SIGN 2 ELECTRICAL SITE PLAN, RISER DIAGRAM AND NOTES SIGN 3 ELECTRICAL SITE PLAN, RISER DIAGRAM AND NOTES ELECTRICAL DETAILS AND NOTES ELECTRICAL DETAILS AND NOTES E-102 E-103 E-201 E-202 E-203 ONAL 11111111 ELECTRICAL RISERS AND PANEL SCHEDULES NO REVISION DATE LEGEND OF SYMBOLS $\langle \mathbf{x} \rangle$ KEYNOT 4 SIGN ID ABBREVIATIONS FEATURE QUANTITY ABV ACC ADA REVISION / REVISE SIGNAGE ABOVE DWG(S) DRAWING(S) MAX MAXIMUM REV P ACCESSIBLE MERIS MANUFACTURER(S) AND AMERICANS V EA EACH MIN MINIMUM SCHED SCHEDULE LANDSCAPE TREE/PLANT -EJ MISC MISCELLANEOUS DISABILITIES ACT EXPANSION JOINT SECT SF SECTION LANDSCAPE ID DIRECTION OF ADJ AFG ADJUSTABLE ELEVATION MR MTD MOISTURE RESISTANT SOUARE FEET EL ELEC SIMILAR VIEW FOR ABOVE FINISH GRADE ELECTRICAL MOUNTED 5114 SECTION CUT EQUAL ALUM ALUMINUN EQ MTL METAL SPECIS SPECIFICATION/5 INDEX FOR STAINLESS STEEL EQUIP EXP EQUIPMEN SS STD SECTION/ NIC BLDG BOTT BUILDING EXPOSED NOT IN CONTRACT STANDARD FDOT SIGN ELEVATION NO/NBE BOTTOM EXPN EXPANSION NUMBER STEEL STL NUMBER PERMIT 0 STRUCTURAL RTWN BETWEEN EXIST EXT EXISTING NOM NOMINAL STRUC EXTERIOR NTS NOT TO SCALE X-0 X-0 CAB DWG WHERE 70 TOP OF CARINET DATE APRIL 30 2020 PROJECT 669164 45 CJ CL CLR DETAIL IS SHOWN CONTROL JOINT FDOT FLORIDA DEPARTMENT oc ON CENTER TYP TYPICAL CENTER LINE OF TRANSPORTATION OPP PBI OPPOSITE FILE 45PBID9GGI092A DWC

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1. SIGNING, PAVEMENT MARKINGS AND REFLECTIVE PAVEMENT MARKERS, QUTSIDE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (PEOT) RIGHT OF WAY, SUT WITHIN PER CRIPTOR FWAY, SHALL BUT ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS SAND PALM BEACH COUNTY TYPICLI. FP. 81.

2. ALL SALVAGE MATERIALS, INCLUDING SIGNS AND THEIR SUPPORTS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERTY ONLY AFTER APPROVAL OF FDOT

3. THE ENGINEER WILE FIELD VERIFY ALL SIGN LOCATIONS TO ENSURE THE SIGN IS PROPERLY LOCATED AND APPROPRIATE SIGN SPACING. IS ACHIEVED (IL: OFFST FROM THAVEL LUNKS, SIGN HOST MOT IN DITCH BOTTOM, SPACING FROM OTHER SIGNS IS ADEQUATE, NO UTILITY CONFLICTS), THE ENGINEER MAY MAKE MINOR ADUISTMENTS IF ITHE SIGN IS NOT PROPERLY LOCATED, APPROPRIATE SIGN SPACING IS NOT MET, OR IF UTILITY CONFLICTS ARE DISCOVERD. THE ENGINEER OF RECORD MUST BE CC., JULED ON MAUDA RADISTMENTS. MALL CASES, ROADWAY SAFETY MUST BE INCRASED, NOT DIMMINISHED.

4. PRIOR TO THE FABRICATION AND ORDERING OF FRANGIBLE SIGN SUPPORTS AND BREAKAWAY SIGN SUPPORTS/COLUMNS, THE CONTRACTOR SHALL DETERMINE THE ACTUAL LENGTH OF THE VERTICAL SUPPORT ON THE BASIS OF EXISTING FIELD CONDITION AND FIELD ELEVATIONS.

S. ANY WORK NECESSARY IN THE SHOULDER AREA TO CONSTRUCT SIGNS, SUCH AS GRADING, SODDING, CLEARING AND GRUBBING, IS CONSIDERED INCIDENTAL TO SIGN INSTALLATION AND IS TO BE INCLUDED IN THE ASSOCIATED SIGN ITEM.

6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE AND REPLACE ALL EXISTING SIGNS THAT COMPLCT WITH CONSTRUCTION OPERATIONS. CONTRACTOR MUST NAINTAIN ALL SIGNAGE HECESSARY TO PROPERLY DIRECT TRAFFIC DURING ALL THE PHASES OF CONSTRUCTION, IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

7. ALL EXISTING SIGNS ARE TO REMAIN UNLESS OTHERWISE NOT UNITHE PLANS.

8. THE CONTRACTOR SHALL NOTIFY OWNERS AT LEAST 48 HOURS IN ADVANCE OF ANY OPERATION WHERE CONFLICT WITH OVERHEAD OR UNDERGROUND UTILITIES IS EXPECTED.

9. ALL SIGNS INSTALLED SHALL ADHERE TO THE FOOT DESIGN MANUAL, DESIGN CRITERIA, TABLE 215 2-1 AND FOOT STANDARD PLANS FY2019-20.

10. FOR LOCATIONS WHERE A PROP IS BEING ADDED TO AN EXISTING SIGN PANEL, THE CONTRACTOP ... IALL CONFIRM THAT THE PROPOSED PANEL WILL FIT ONTO THE EXISTING PANEL PRIOR FABRICATION AND ORDENING.

 $^{\rm varRaCTOP}$ "vall -, sure that the proposed guide sign panels match the height of the caustin, " $^{\rm varl}$ - $^{\rm varl}$ -, are to remain. Any discrepancies should be reported to the EDR in MREDwice).

12. THE CANTILEVER STRUCTURE ON SHEET C-S04 SHALL BE PAINTED WHEN THE PROJECT REACHES SUBSTANTAL COMPLETION. ALL OTHER SIGN STRUCTURES SHALL HAVE THE PAINT TOUCHED UP AS NECESSART TO COVER ANY MARS OR SCARS THAT HAVE OCCURRED. PAINTING AND TOUCH UP SSHALL BE IN ACCORDANCE WITH SPECIFICATION PBILIGYM ALL WORK TO PAID FOR UNDER PAY ITEM S61 2

13 SIGN STRUCTURE UPRIGHT SURFACES SHALL BE PREPARED IN ACCORDANCE WITH SPECIF/CATION PB116YM BEFORE PAINTING ALL BOLTS, CROSS BRACE DIAGONALS AND FLANGES SHALL BE THOROUGHLY LEANED AND FARE OF DEBINS BEFORE PRIMER AND F-MISHED COAT(S) ARE APPLIED.

14. THE CONTRACTOR SHALL REMOVE AND REINSTALL ALL COUPMENT A TACKNED TO SIGN UPRIGHTS PRIDR TO BEGINNIG THE PARITING PROCESS EQUIPMENT SHALL INCUDE OUT IS NOT UNITED TO ELECTRICAL DISCONNECT SWITCH GOXES, ELECTRICAL AND/OP FON CONDUIT, DMS CONTROLLER BOXES, ANTENNAE, FLC. ANY EQUIPMENT COMAGED DURING THE PAINTING PROCESS SHALL BE REPAIRED OR REPLACED IN INID BY THE CONTRACTOR AT HIS EXPENSE ALL REPAIRS SHALL MEET THE SATISFACTION OF THE END. AND ERF.

15 THE CONTRACTOR SHALL VERIFY ALL SIGN STRUCTURE IDENTIFICATION NUMBERS ON EXISTING STRUCTURES PRIOR TO ORDERING OR FABRICATING STENCILS

16 THE CONTRACTOR SHALL REPAYIT ALL SIGN STRUCTURE IDENTIFICATION NUMBERS BEADOVED AS A RESULT OF PANTING THE UPRIGHTS ONCE THE FINISH COAT HAS SUFFICIENTLY CURED THE CONTRACTOR SHALL SUBMIT A SAMPLE OF A FINISHED STENCIL. AND A WORKSHEET SHOWING FONT TYPE, SZE AND SPACING BETWEEN CHARACTERS FOR APPROVAL PRIOR TO FINAL PRODUCTION OF STENCILS. SEE SPECIFICATION PBIT 16 YM.

FDOT SIGNING GENERAL NOTES

1. PERMITTEE SHALL COORDINATE ALL WORK WITH CHRIS LEHMAN OF 7D: SERVICES, I-95 PROJECT MANAGER OFFICE 531-557-3067, CELL 954-798-2963, OR EMA-1 CLEHMAN#EINDIADRAWBRIDGES.COM.

2 THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE FOOT RIGHT-OF-WAY, CERTIFICATION ACCEPTANCE AND FINAL APPROVALIS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE INGHT-OF WAY.

3.ALL MATERIALS AND CONSTRUCTION WITH N THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (FDOT) RIGHT-OF WAY SHALL CONFORM TO THE LATEST URESION OF FOR STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIF-CATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

4 ALL MAINTENANCE OF TRAFFIC (MOT) FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENT'S CURRENT EDITION OF THE FDDT STANDARD PLANS FOR RADD AND BRIDGE CONSTRUCTION NOCCES, (12:0-600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DES GNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL / RELCCATION / MODIFICATION OF ANT HAATIFIC DEVICE[5] AND THE PERMITTEL'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO IND.CES 102-631, 102-612, 102-613, 102-614, 102-615, 102-616 AND 102-660

S ALL SIGNS SHALL ADHERE TO THE FDOT DESIGN MANUAL (FDM) CHAPTER 215 AND FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION 700-010 AND 700-101 AND ALL OTHER INDICES FOR SINGE AND MULTIPLE COLUMN GROUND SIGNS

5 IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE FOOT PRIOR TO USAGE.

7 PERMITTEE WILL RESTORE THE RIGHT-OF-WAY, AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH FOOT'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, OR AS DIRECTED BY THE RESIDENT OPERATIONS FORMIEER.

B RESTRICTED HOURS OF OPERATION FOR LANE CLOSURES WILL BE FROM 9 00 AM TO 4:00 PM, (MONDAY FROAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE, MOT MATERIALS SHALL BE PICKED UP 8Y 4:30 PM AND PLACEMENT NOT STARTE DEFORE 3:00 AM.

9. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE FOOT (PERMIT OFFICE) PRODO OF A PROPER STATE CONTRACTOR'S LICENSC, CEERTIFICATE OF LIABILITY (INSURANCE AND MOT CERTIFICATION, WITH 24/7 CONTACT HUMBER AND EMAIL ADDRESS ATTACHED, PROT TO ANY COMMENCEMENT OF PERMITTED WORK.

10 PERMITTEE SHALL OBTAIN A FOOT UTILITY PERMIT FOR INSTALLATION AND/OR RELOCATION OF EXISTING UTILITY FACILITIES (IF APPLICABLE) PRIOR TO COMMENCING WORK IN THE FDOT RIGHT-ID-WAY.

11 PRIOR TO ARY WORK REQUIRING LAKE CLOSURES, MOBILE OPERATIONS ON TRAFFIC PACING OPERATIONS, THE CONTRACTOR SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INTOLUDOES THE TIME, LOCATION AND DESCRIPTION OF THE WORK BEING PREPORMED. THE LAKE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF 2 WEEGS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE OFFARTMENT BEFORE WORK REQUIRING THE CLOSURE NUTHIN FOOT RIGHT-OF WAY THE CONTRACTOR SHALL LAS COMPLY WITH THE LAKE CLOSURE ANALYSIS AS DOTT RIGHT-OF WAY THE CONTRACTOR SHALL LAS COMPLY WITH THE LAKE CLOSURE ANALYSIS ADDRESS THE STRUCTURE OF AN ADDRESS THE OFFARTMENT PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE OFFARTMENT BEFORE WORK REQUIRING THE CLOSURE WITHIN DOTT RIGHT-OF WAY THE CONTRACTOR SHALL LAS CLOWING WITH THE LAKE CLOSURE WITH ADDRESS THE STRUCTURE OFFARTMENT AND ADDRESS THE CONTRACTOR AT THE FOLLOWING UNDER DOTTS THE THE PROPERTIES TO MANY THE OTHER CONTRACTOR AT THE FOLLOWING UNDER DOTTS THE THE PROPERTIES TO REPORT OFFARTMENT PROVIDENT OF A DEPARTMENT OF

12 PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE

13 PERMITTEE WILL PROVIDE THE FDOT WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK PALM BEACH

AIRPORT Ch2/M:

INTERNATIONAL







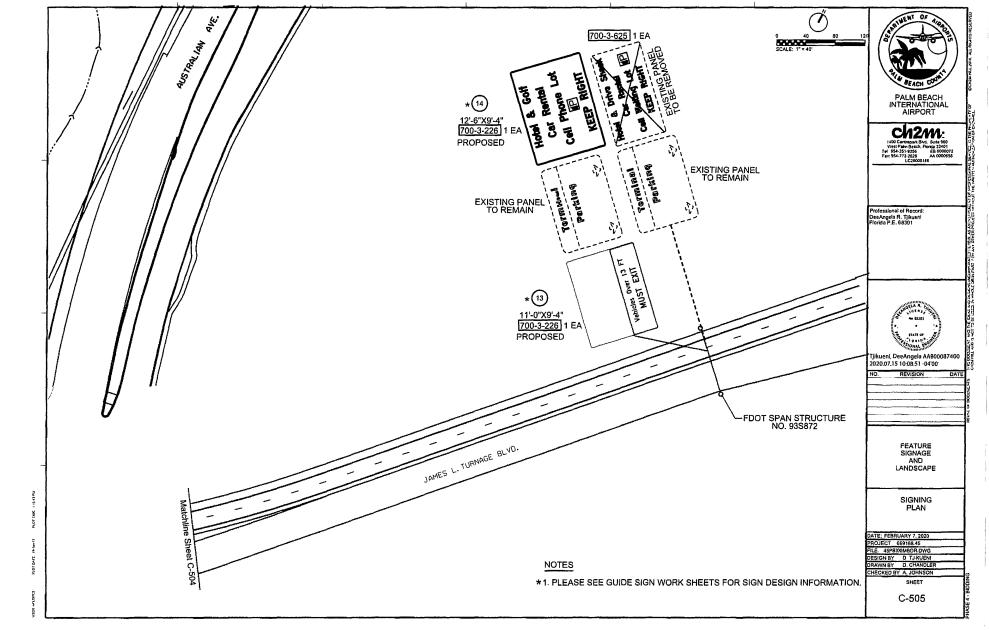
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> FEATURE SIGNAGE AND LANDSCAPE



DATE FEBRUARY 7, 2020 PROJECT 659104145 FILE 459100MBDR.DWG OE310N BY D.TIAKURNI. DRAWN BY D. CHANDLER CHECKED BY A. JOHNSON SHEET C-500



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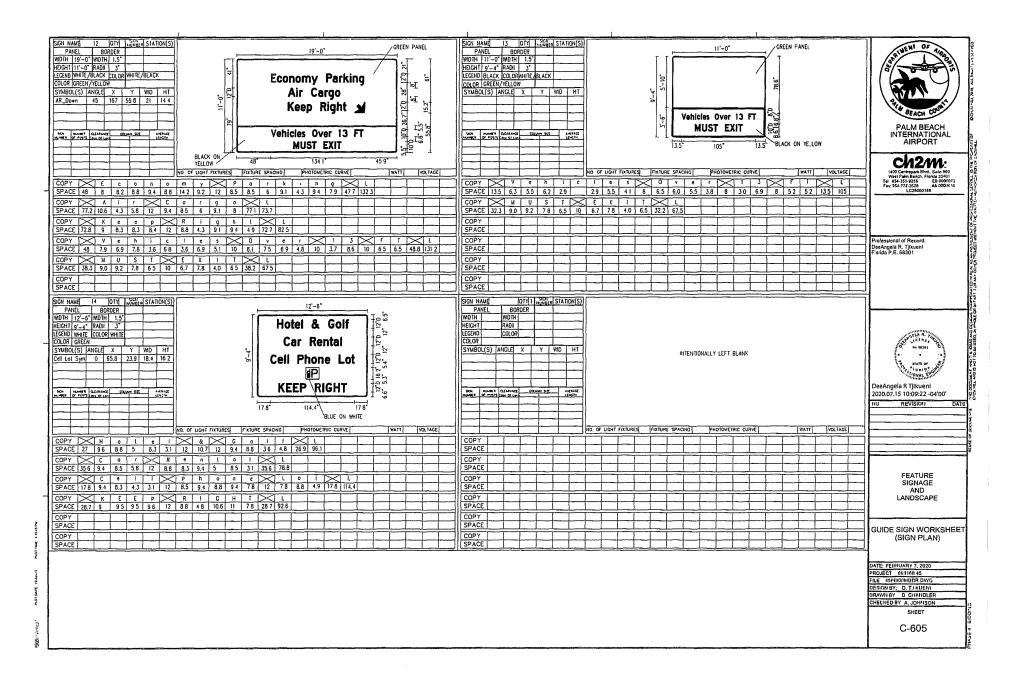


EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the **IMPROVEMENTS** 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. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
- 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

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