

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 20___, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the **CITY OF FORT PIERCE**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 68 (Orange Avenue) as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain hardscape improvements within the right of way of State Road 68 (Orange Avenue) from N 32nd St (M.P. 19.754) to west of SR-5/US-1 (M.P. 21.669) herein referred to as the **"Project"** and as described within **Exhibit "B"**; and

WHEREAS, the Department and the Agency signed an agreement dated April 13, 2000, for the area of State Road 68 (Orange Avenue) from 13th Street to Indian River Drive, and

WHEREAS, this Agreement will supersede a portion of the existing agreement dated April 13, 2000, from N 13th Street (M.P. 20.972) to west of SR-5/US-1 (M.P. 21.669) for all hardscape improvements. Additional areas and items of original agreement shall continue to be maintained under the April 13, 2000 Agreement, 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 the highway facility as described in **Exhibit "A"** (attached hereto and incorporated by reference herein) within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY is agreeable to maintaining those improvements within the AGENCY'S limits including hardscape to the medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other hardscape (if applicable), but excluding standard concrete sidewalk; and agrees such improvements shall be maintained by periodic litter pick-up, and/or repairs associated with the specialty surfacing as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of 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, the AGENCY, by Resolution No. _____ dated _____, 20 __, attached hereto and by this reference made a part hereof in **Exhibit "F"**, desires to enter into this Agreement and authorizes its officers to do so;

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

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

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall install or caused to be installed *hardscape improvements* on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any non-standard roadway, sidewalk, median or crosswalk specialty surfacing, including concrete pavers, color stamped concrete, color stamped asphalt (also known as patterned pavement), and brick paver detectable warnings.

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 10 business days. The DEPARTMENT may elect to withdraw the hardscape improvements if changes are not approved within the given time frame.

The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property within the Project limits. No further permit or agreement from the AGENCY shall be required to construct this Project.

3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to section 7. Periodic repairs or any concrete replacement associated with specialty surfacing (if applicable) shall follow the DEPARTMENT'S safety and maintenance guidelines as well as **Exhibits "D"** and **"E"**. The AGENCY'S responsibility for maintenance shall include all hardscape areas on the sidewalk or within the medians, areas outside the travelway to the right-of-way, and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right-of-way within the limits of this Agreement.

B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep litter removed from the median and

areas outside the travel way to the right of way line. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. The maintenance 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.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the Agency fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards
- (c) Bill the Agency for any costs associated with removal and/or replacement of the improvements.

Failure to cooperate with the Department may be considered in decisions on future requests for installations within Department facilities.

5. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the maintenance responsibilities for the improvements, 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, 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, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the hardscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the hardscape improvements installed under this Agreement or any preceding Agreements, and charge the AGENCY the reasonable cost of such removal.

- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the hardscape improvements listed in **Exhibit "B"** in the amounts

listed in **Exhibit "C"** should the hardscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the hardscape 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 future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said hardscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional hardscape improvements within the limits of the improvements rights of ways identified herein, subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional hardscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

- (a) Plans for any new hardscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All hardscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional hardscape improvements installed by an adjacent owner.

9. HARDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the hardscape improvements with an estimated amount of \$40,217.27 as referenced in **Exhibit "C"**. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the hardscape improvements' cost, as described in **Exhibit "C"**, is limited to only those hardscape items included in **Exhibit "B"**.

The AGENCY shall be invited to assist the DEPARTMENT in the final acceptance of the hardscape improvements by the DEPARTMENT associated with the roadway construction project.

10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) 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.

11. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the hardscape items exist.
- B. If the DEPARTMENT chooses not to implement the hardscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated if any.

12. 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 hardscape 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 on such policies.

- (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) days' notice of cancellation and or/or restriction. If any of the insurance coverage 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.

13. 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.

14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. FISCAL TERMS

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

DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

16. 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.

17. ASSIGNMENT

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

18. 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.

19. 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:

Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: District IV Landscape Arch.

If to the AGENCY:

City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, FL 34950
Attn: Jack Andrews, PE
Title: City Engineer

20. LIST OF EXHIBITS

- Exhibit A: Project Location and Maintenance Boundaries
- Exhibit B: Hardscape Improvement Plans
- Exhibit C: Approximate Cost for Hardscape Improvements
- Exhibit D: Maintenance Plan for Hardscape Improvements
- Exhibit E: Patterned Pavement Maintenance Requirements
- Exhibit F: Resolution

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

EXHIBIT A

PROJECT LOCATION AND MAINTENANCE BOUNDARIES

I. ROADWAY PROJECT LIMITS:

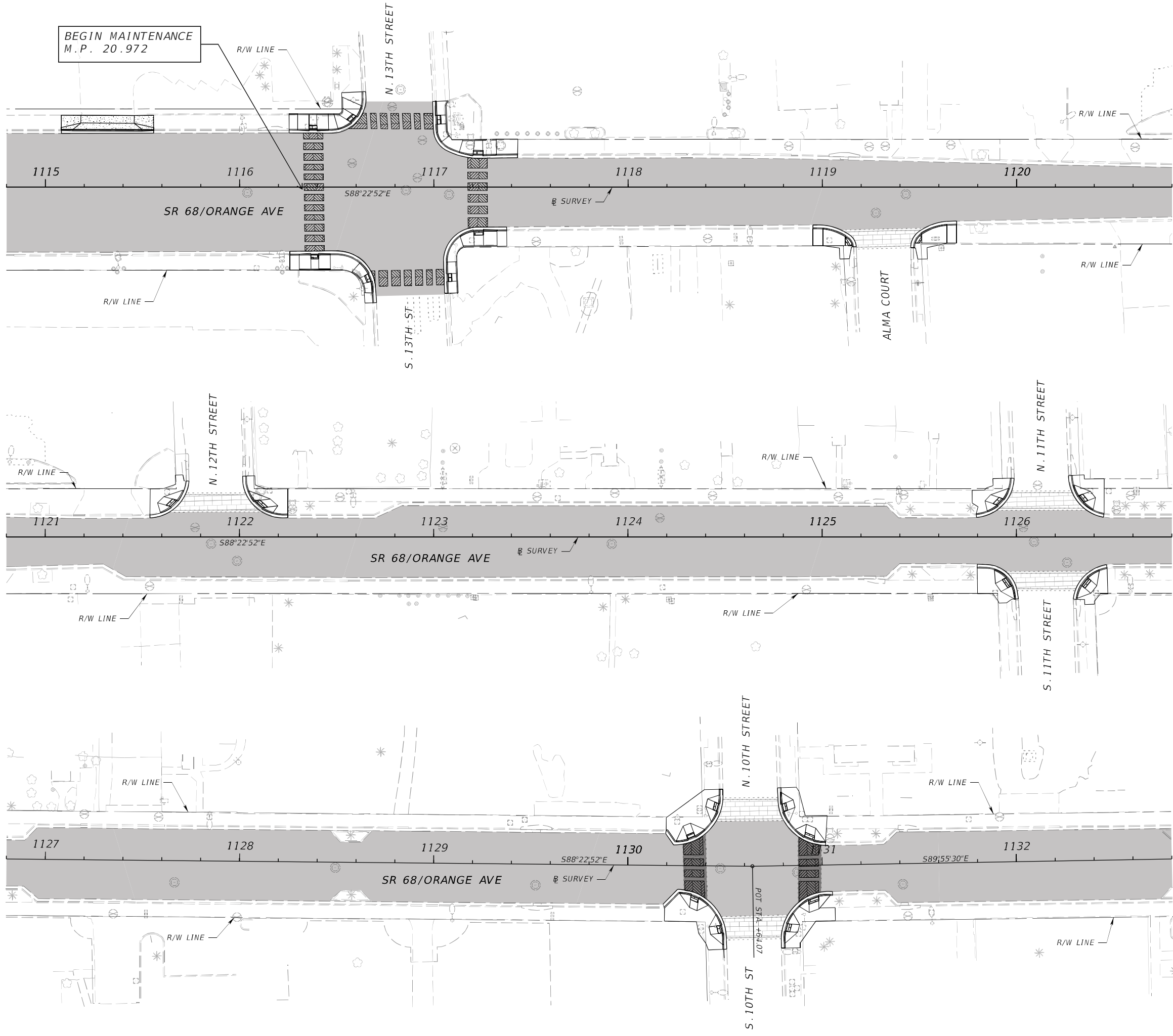
State Road 68 (Orange Ave) from N 32nd St (M.P. 19.754) to west of SR-5/US-1 (M.P. 21.669)

II. LIMITS OF MAINTENANCE FOR HARDSCAPE IMPROVEMENTS:

Hardscape improvements within the limits of State Road 68 (Orange Ave) from N 13th St (M.P. 20.972) to west of SR-5/US-1 (M.P. 21.669)

III. HARDSCAPE MAINTENANCE BOUNDARY MAP:

See Attached



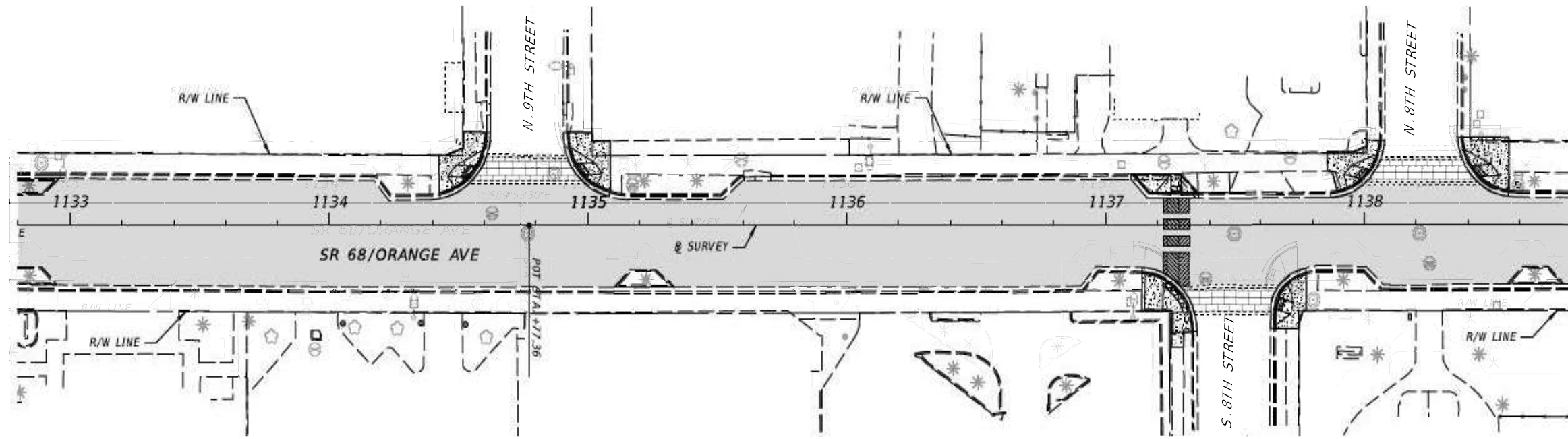
BEGIN MAINTENANCE
M.P. 20.972



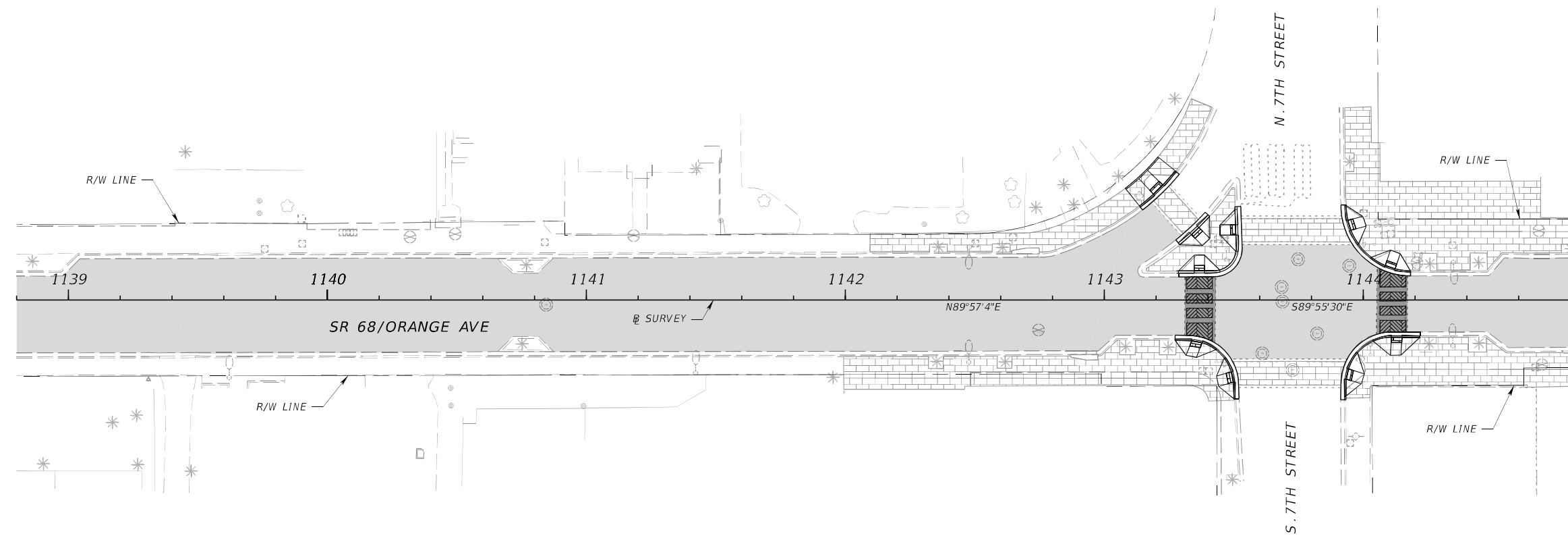
**HARDSCAPE MAINTENANCE
BOUNDARY MAP**
FM# 446169-1-52-01
JUNE 2022

**LIMITS OF HARDSCAPE MAINTENANCE BY
CITY OF FORT PIERCE**





-  BRICK PAVER DETECTABLE WARNING
-  PATTERNED PAVEMENT
-  EXISTING BRICK PAVER
-  EXISTING BRICK PAVER TO BE REMOVED

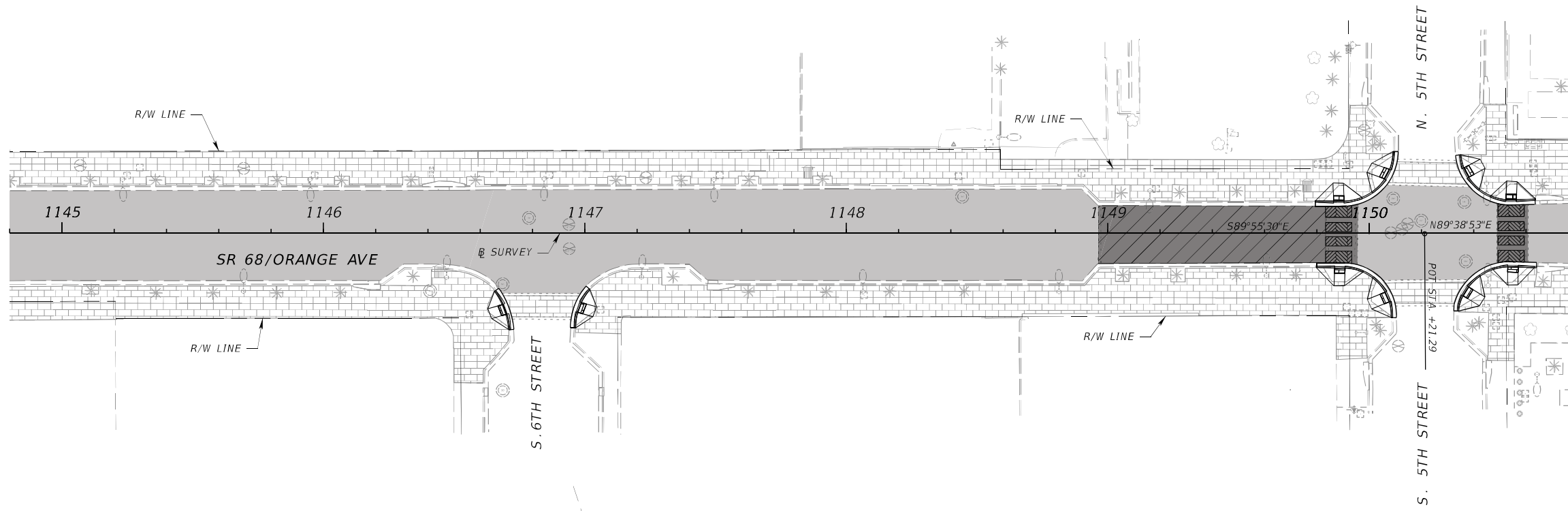


**HARDSCAPE MAINTENANCE
BOUNDARY MAP
FM# 446169-1-52-01
JUNE 2022**

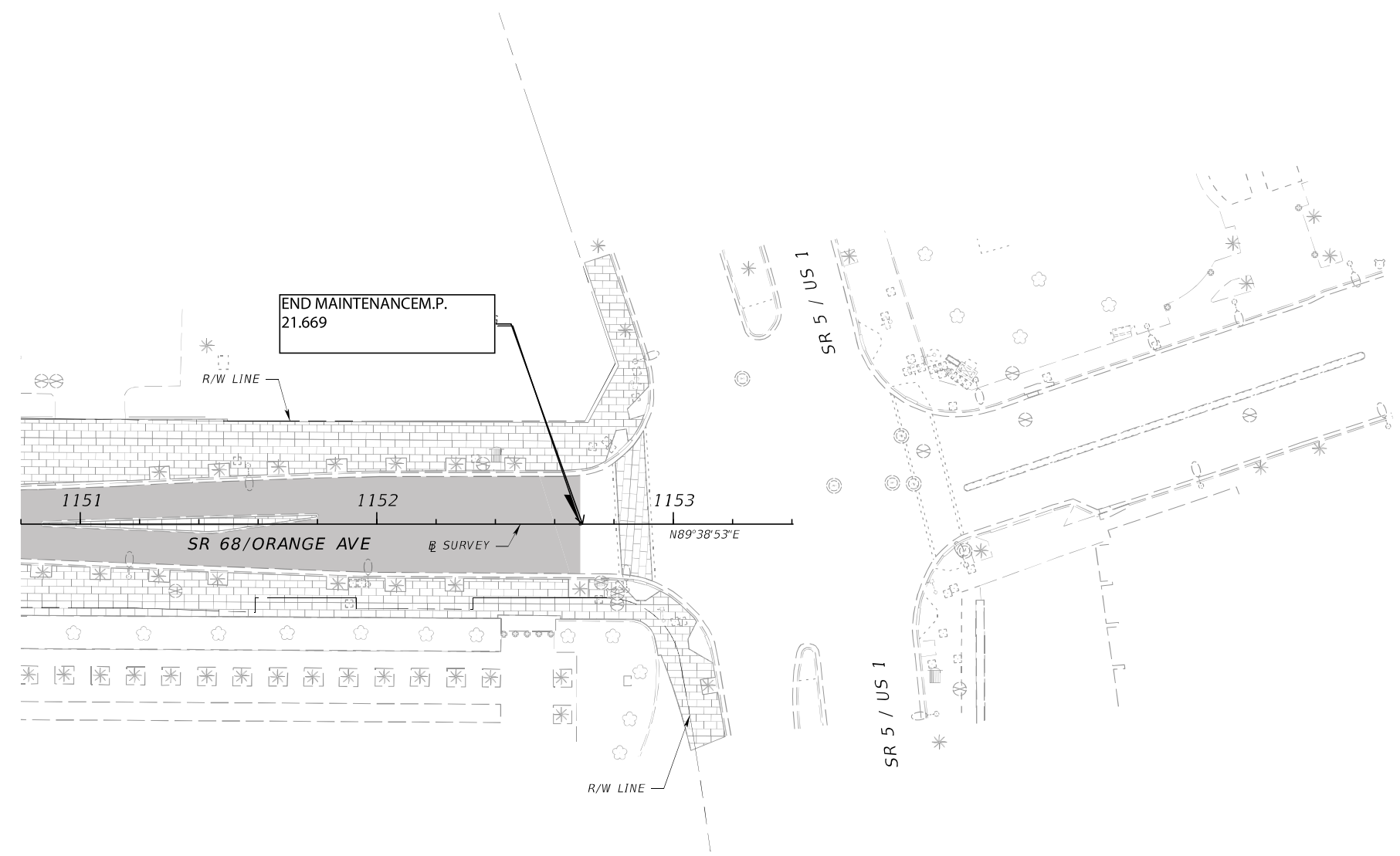


**LIMITS OF HARDSCAPE MAINTENANCE BY
CITY OF FORT PIERCE**





-  BRICK PAVER DETECTABLE WARNING
-  PATTERNED PAVEMENT
-  EXISTING BRICK PAVER
-  EXISTING BRICK PAVER TO BE REMOVED



**HARDSCAPE MAINTENANCE
BOUNDARY MAP**
FM# 446169-1-52-01
JUNE 2022



**LIMITS OF HARDSCAPE MAINTENANCE BY
CITY OF FORT PIERCE**

-  BRICK PAVER DETECTABLE WARNING
-  PATTERNED PAVEMENT
-  EXISTING BRICK PAVER
-  EXISTING BRICK PAVER TO BE REMOVED

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

EXHIBIT B

HARDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the hardscape improvements in accordance with the roadway plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: CTS Engineering, Inc.

EOR: Brent Lee Shue Ling, P.E.

Date: August 19, 2022

COMPONENTS OF CONTRACT PLANS SET

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS
- LIGHTING PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 4	TYPICAL SECTIONS
5 - 6	PROJECT CONTROL
7	GENERAL NOTES
8 - 25	ROADWAY PLANS
26	SPECIAL EMPHASIS CROSSWALK DETAIL
27	DETECTABLE WARNING DETAIL
28 - 33	TEMPORARY TRAFFIC CONTROL PLANS
34 - 51	UTILITY ADJUSTMENTS
GR-1 - GR-6*	REPORT OF CORE BORINGS

* These sheets are included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

**CONSTRUCTABILITY PLANS
(NOT FOR CONSTRUCTION)**
Last Updated: 08/23/2022

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR - -

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS

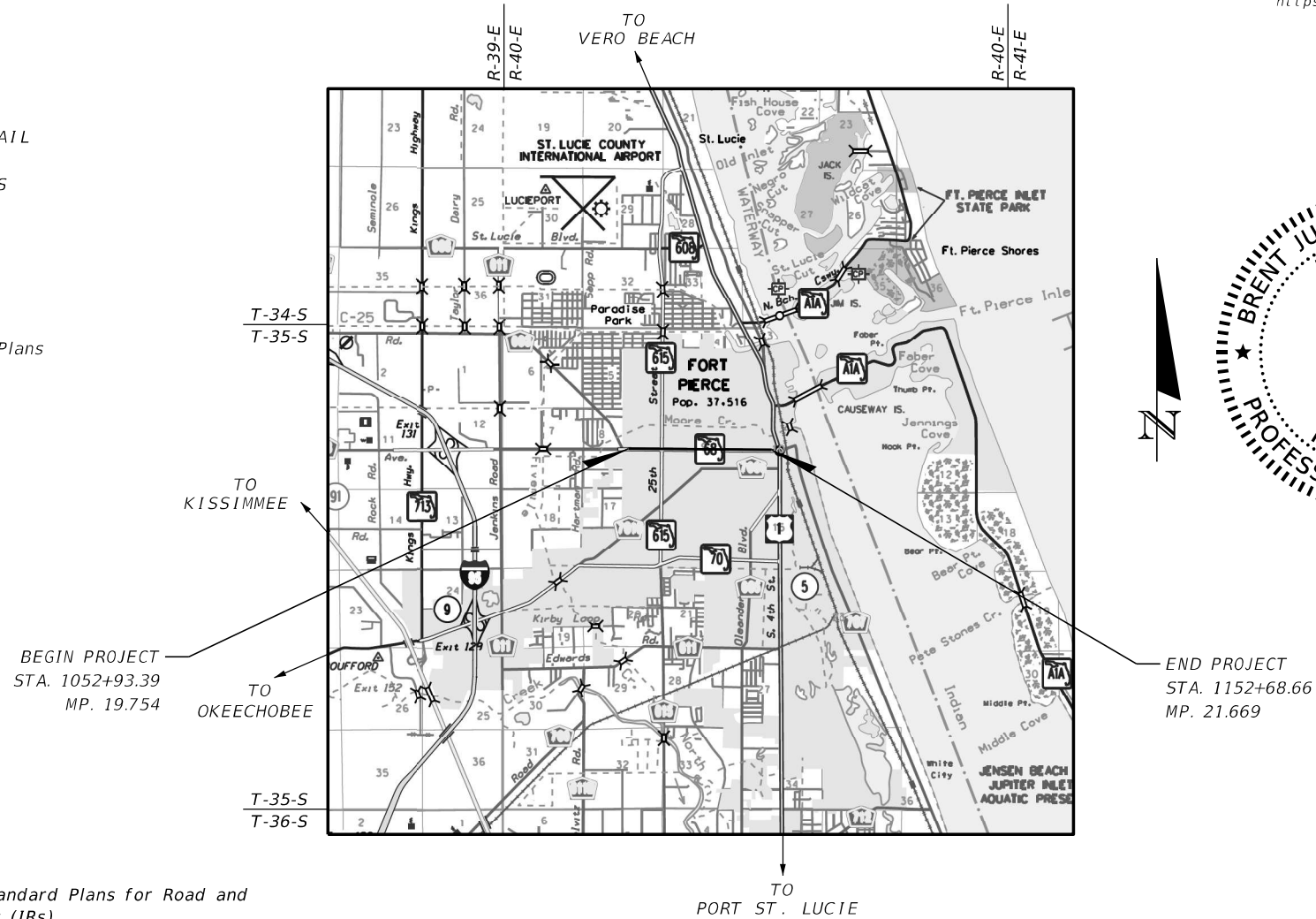
FINANCIAL PROJECT ID 446169-1-52-01

(FEDERAL FUNDS)

ST. LUCIE COUNTY (94070)

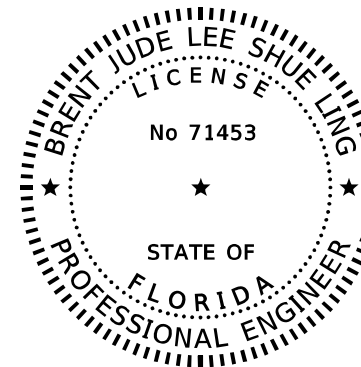
STATE ROAD NO. 68 (ORANGE AVENUE)

RRR FROM N 32ND ST TO WEST OF SR-5/US-1



BEGIN PROJECT
STA. 1052+93.39
MP. 19.754

END PROJECT
STA. 1152+68.66
MP. 21.669



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CTS ENGINEERING, INC.
3230 W. COMMERCIAL BLVD., STE 220
FORT LAUDERDALE, FL 33309
STEPHEN ALLEN HUGHES, P.E. NO. 64740

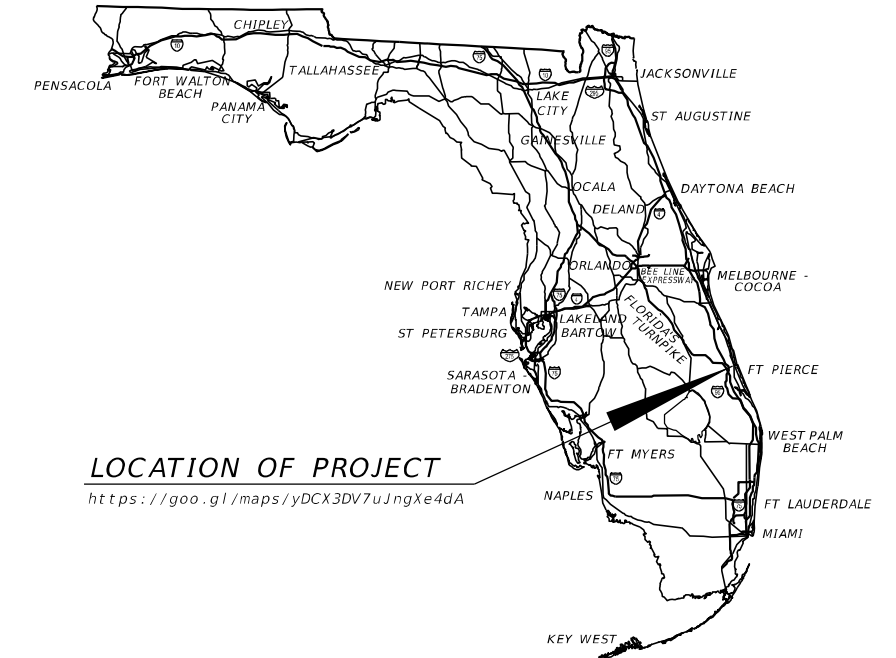
**ROADWAY PLANS
ENGINEER OF RECORD:**

BRENT JUDE LEE SHUE LING, P.E.
P.E. LICENSE NUMBER: 71453
CTS ENGINEERING, INC.
3230 W. COMMERCIAL BLVD., SUITE 220
FT. LAUDERDALE, FL 33309
PHONE NO.: 786-472-8175
CONTRACT NO.: CA982
VENDOR NO.: 27-1089334

FDOT PROJECT MANAGER:

LESLIE WETHERELL, P.E.

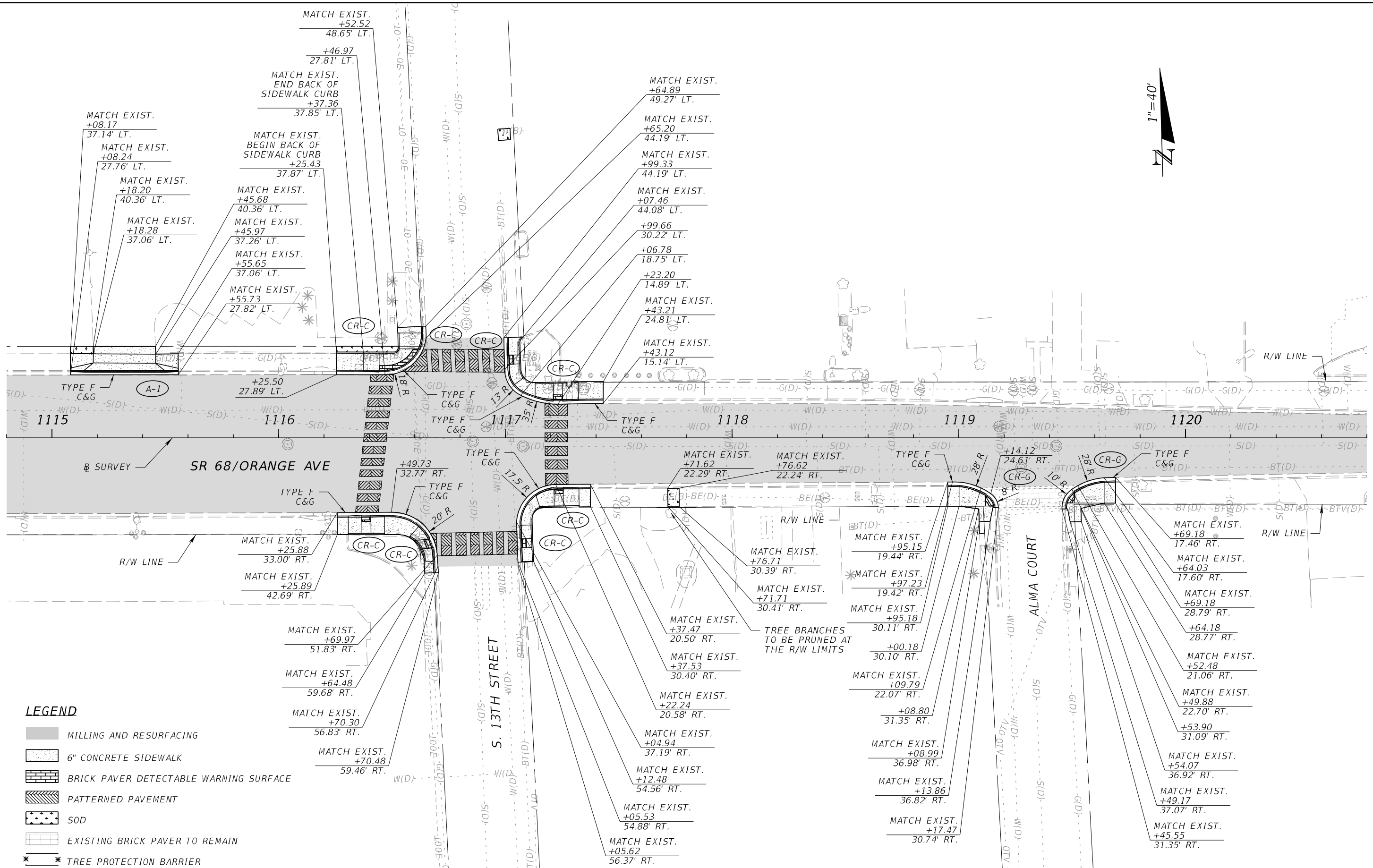
CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T4652	24	1



LOCATION OF PROJECT

<https://goo.gl/maps/yDCX3DV7uJngXe4dA>

12/28/2022 3:10:34 PM ffrnelus Z:\Design\CTS_FL_projects\202008_D4 Design Cont. Serv\TWO 07 - SR68 - Leslie Weitherr\44616915201-Roadway\PLAN\RD01.dgn



LEGEND

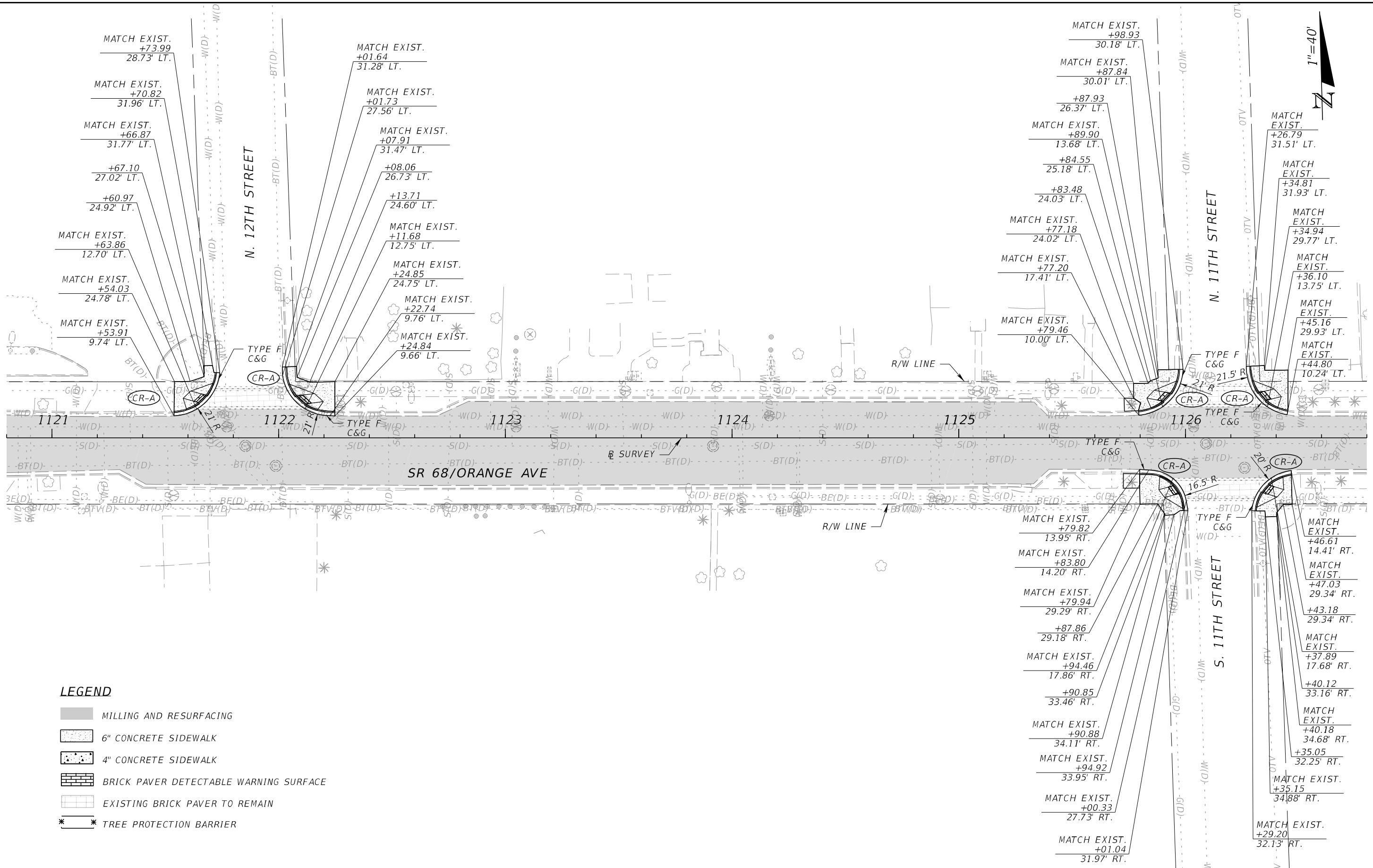
- MILLING AND RESURFACING
- 6" CONCRETE SIDEWALK
- BRICK PAVER DETECTABLE WARNING SURFACE
- PATTERNED PAVEMENT
- SOD
- EXISTING BRICK PAVER TO REMAIN
- TREE PROTECTION BARRIER

REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
			BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309	SR 68	ST. LUCIE	446169-1-52-01	19

ROADWAY PLANS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

12/28/2022 3:11:03 PM frenalus Z:\Design\CTS_FL_projects\2020008_D4_Design\Cont_Serv\TMO 07 - SR68 - Leslie Weithere\44616915201\Roadway\PLANRDO1.dgn



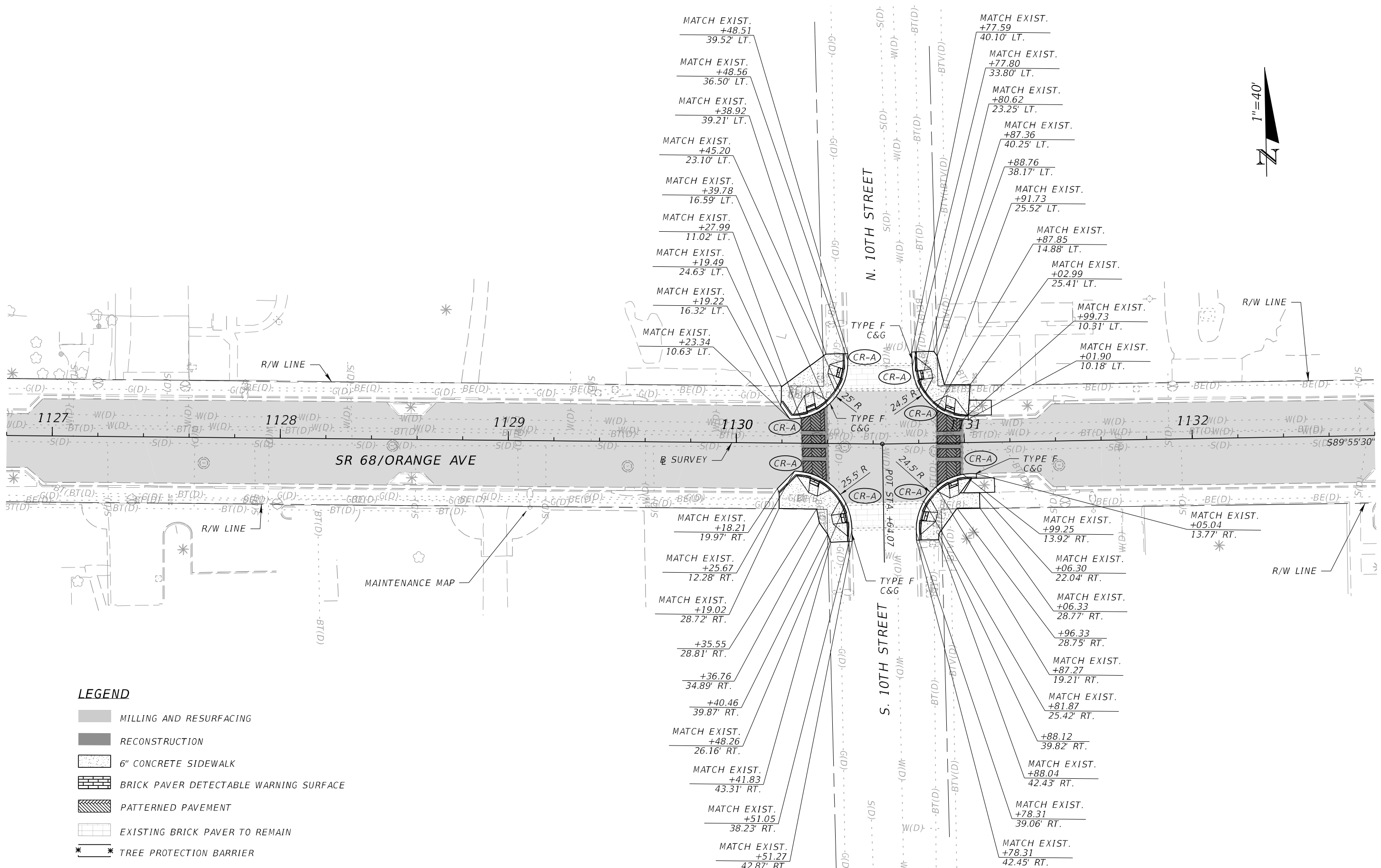
LEGEND

- MILLING AND RESURFACING
- 6" CONCRETE SIDEWALK
- 4" CONCRETE SIDEWALK
- BRICK PAVER DETECTABLE WARNING SURFACE
- EXISTING BRICK PAVER TO REMAIN
- * TREE PROTECTION BARRIER

REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309	SR 68	ST. LUCIE	446169-1-52-01
ROADWAY PLANS							20

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

12/28/2022 3:11:31 PM ffrnelus Z:\Design\CTS_FL_projects\202008_D4 Design Cont. Serv\TWO 07 - SR68 - Leslie Weithereil\44616915201\Roadway\PLAN\RD01.dgn

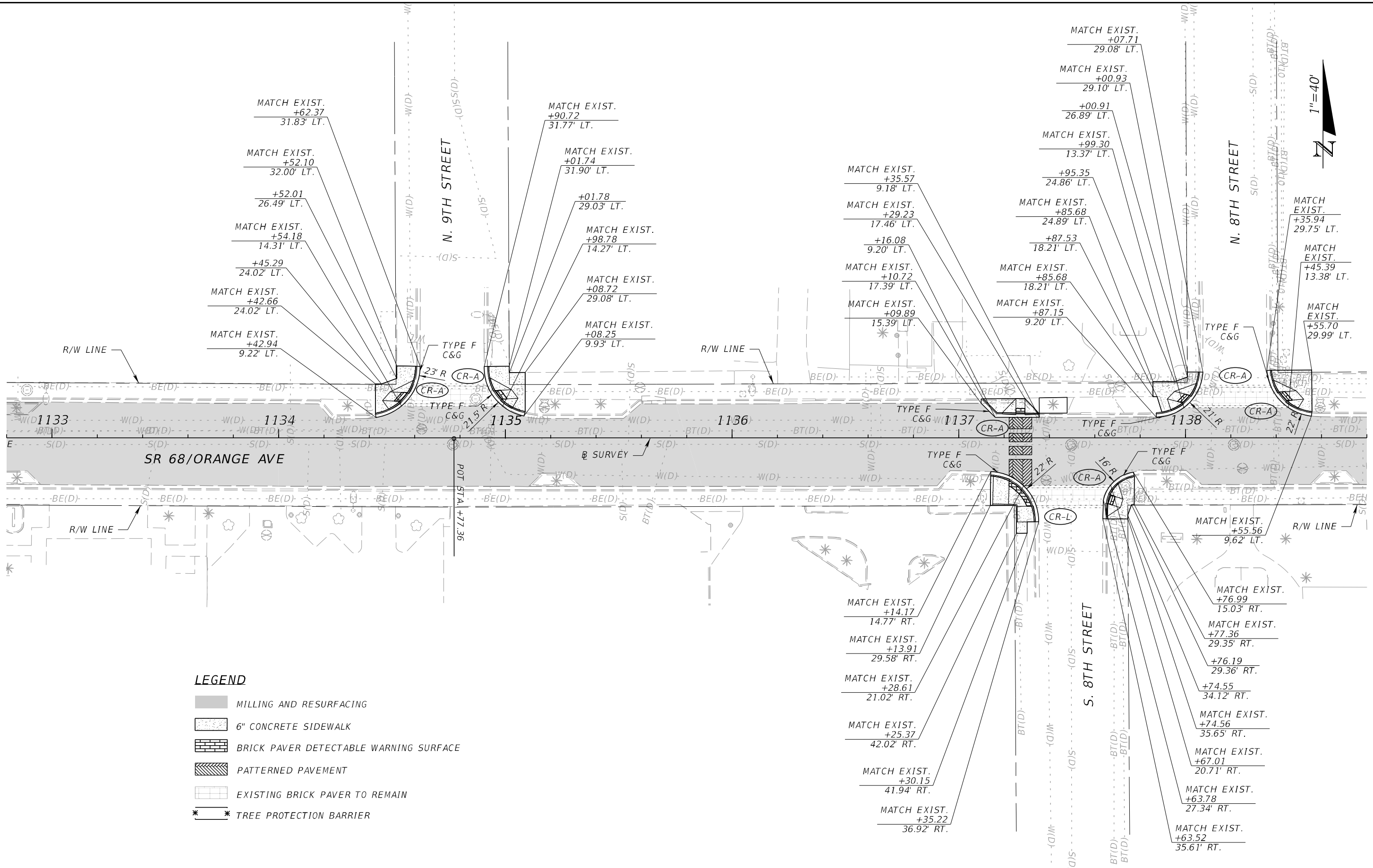


- LEGEND**
- MILLING AND RESURFACING
 - RECONSTRUCTION
 - 6" CONCRETE SIDEWALK
 - BRICK PAVER DETECTABLE WARNING SURFACE
 - PATTERNED PAVEMENT
 - EXISTING BRICK PAVER TO REMAIN
 - * TREE PROTECTION BARRIER

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
								SR 68	ST. LUCIE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

12/28/2022 3:11:58 PM frenalus Z:\Design\CTS_FL_projects\202008_D4 Design Cont. Serv\TMO 07 - SR68 - Leslie Weitherell\44616915201\Roadway\PLANRD01.dgn



LEGEND

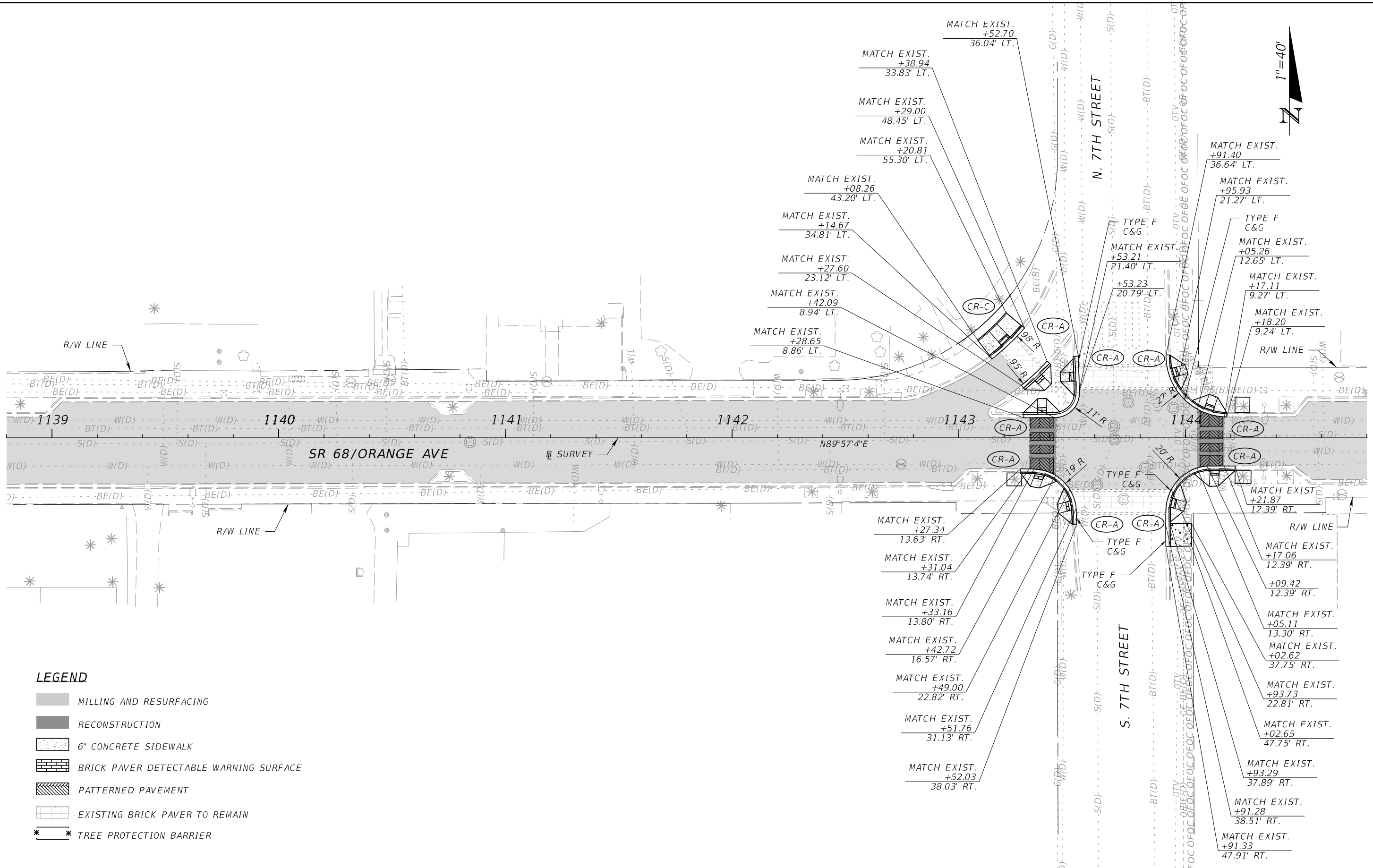
	MILLING AND RESURFACING
	6" CONCRETE SIDEWALK
	BRICK PAVER DETECTABLE WARNING SURFACE
	PATTERNED PAVEMENT
	EXISTING BRICK PAVER TO REMAIN
	TREE PROTECTION BARRIER

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 68	ST. LUCIE	446169-1-52-01	22

ROADWAY PLANS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

12/28/2022 3:12:19 PM ffrnelus Z:\Design\CTS_FL_projects\202008_D4 Design Cont. Serv\TMO 07 - SR68 - Leslie Weithereil\44616915201\Roadway\PLANRD01.dgn



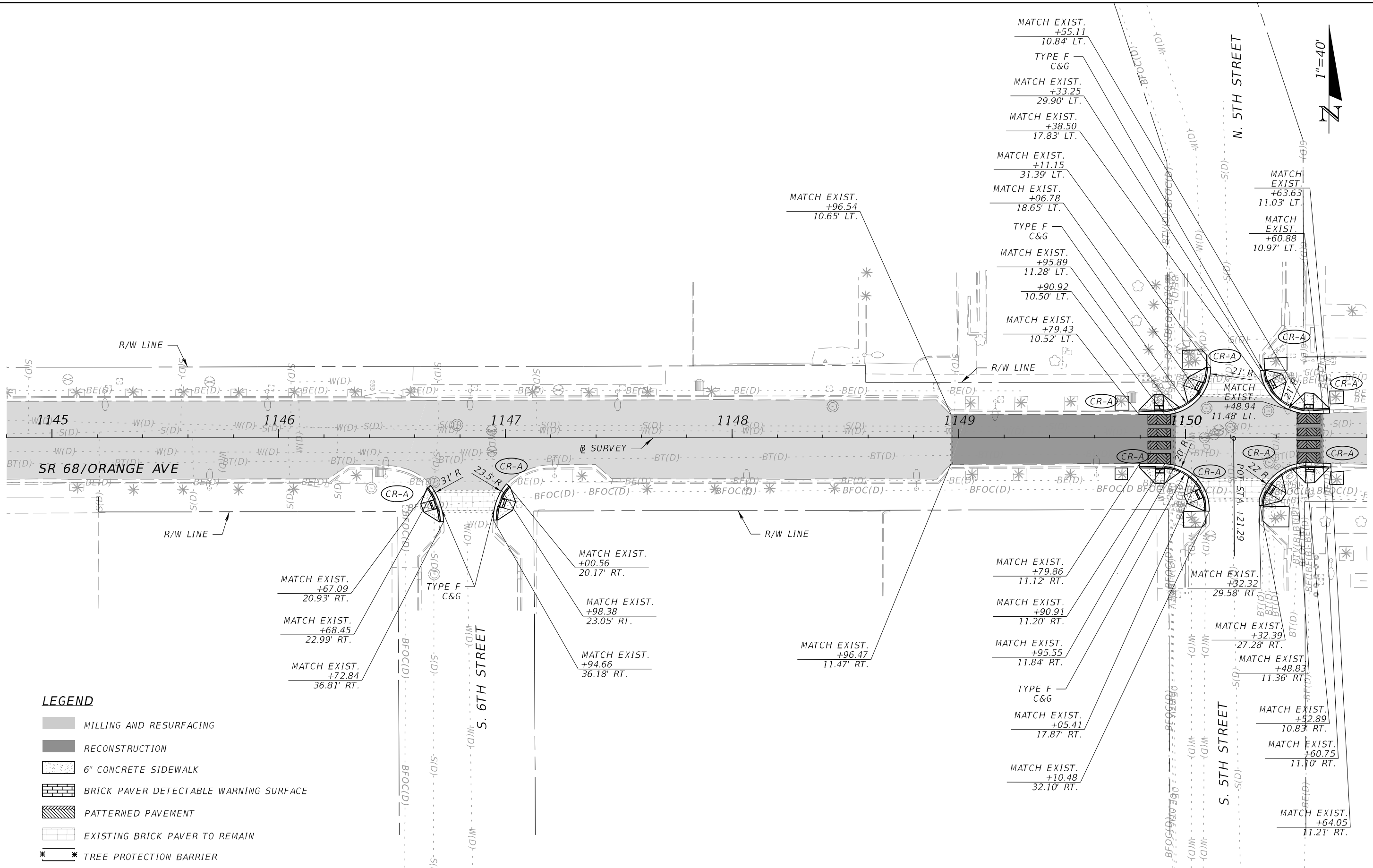
LEGEND

- MILLING AND RESURFACING
- RECONSTRUCTION
- 6" CONCRETE SIDEWALK
- BRICK PAVER DETECTABLE WARNING SURFACE
- PATTERNED PAVEMENT
- EXISTING BRICK PAVER TO REMAIN
- TREE PROTECTION BARRIER

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS	SHEET NO. 23
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 68	ST. LUCIE	446169-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

12/28/2022 3:12:41 PM ffrnelus Z:\Design\CTS_FL_projects\202008_D4 Design Cont. Serv\TMO 07 - SR68 - Leslie Weitherell\44616915201\Roadway\PLANR01.dgn



LEGEND

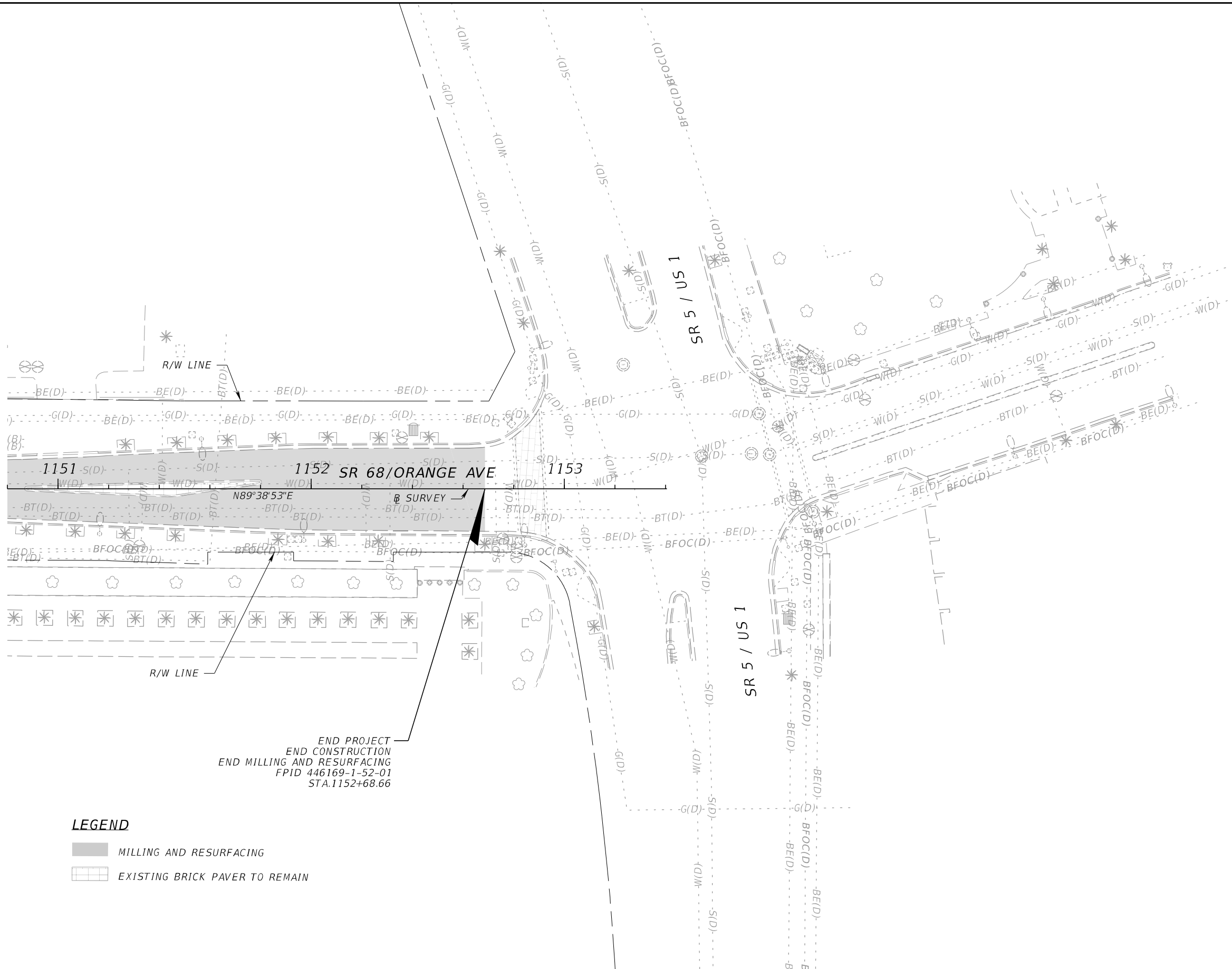
- MILLING AND RESURFACING
- RECONSTRUCTION
- 6" CONCRETE SIDEWALK
- BRICK PAVER DETECTABLE WARNING SURFACE
- PATTERNED PAVEMENT
- EXISTING BRICK PAVER TO REMAIN
- * TREE PROTECTION BARRIER

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
								SR 68	ST. LUCIE

ROADWAY PLANS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

12/28/2022 3:13:03 PM ffrnelus
 Z:\Design\CTS_FL_projects\202008_D4 Design Cont. Serv\TWO 07 - SR68 - Leslie Weither\44616915201\Roadway\PLAN\RD01.dgn



LEGEND

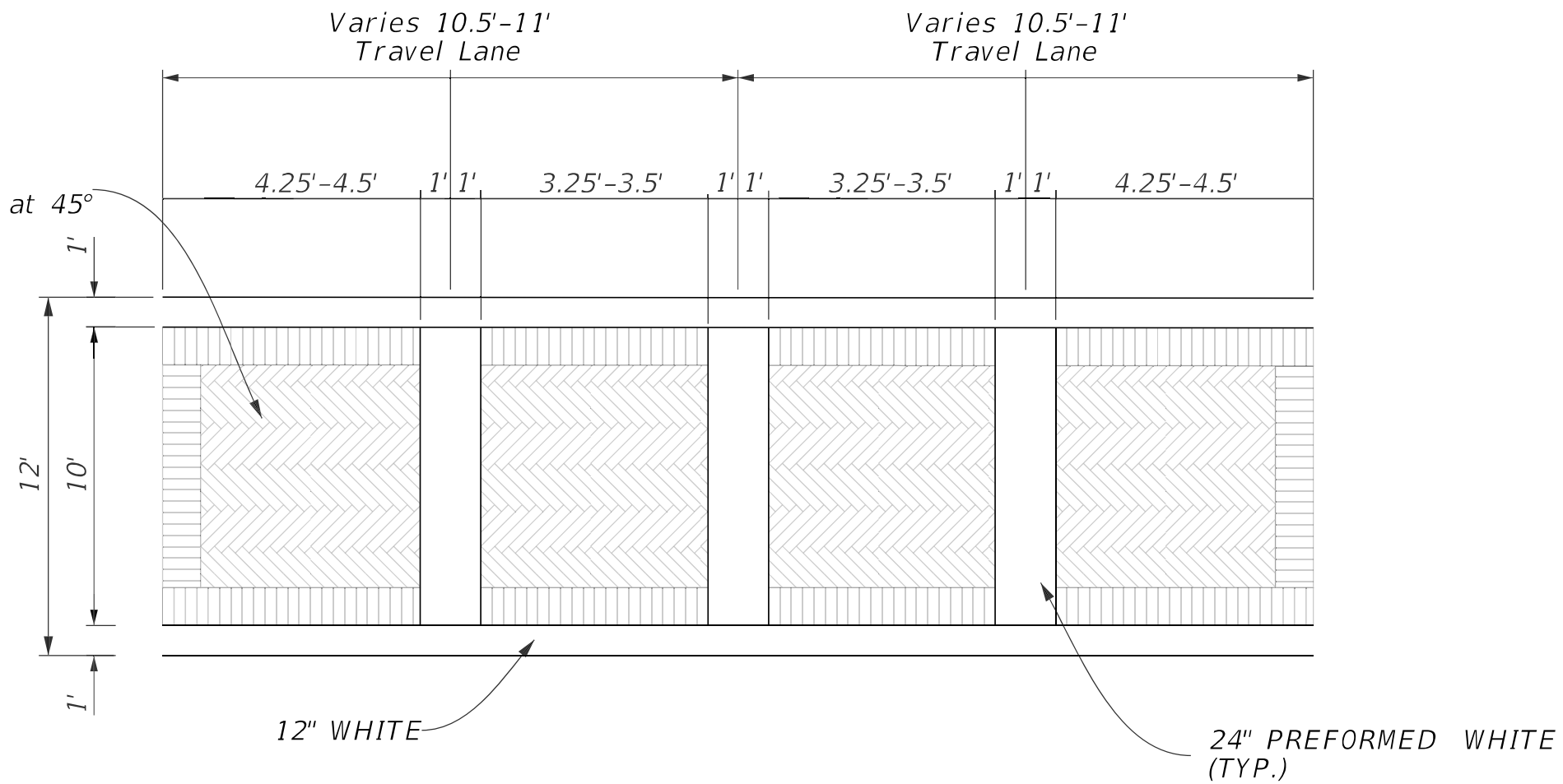
- MILLING AND RESURFACING
- EXISTING BRICK PAVER TO REMAIN

END PROJECT
 END CONSTRUCTION
 END MILLING AND RESURFACING
 FPID 446169-1-52-01
 STA.1152+68.66

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		SR 68	ST. LUCIE	446169-1-52-01	ROADWAY PLANS 25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Patterned Pavement
 4"X8" Typ. Size
 Pattern: Herringbone at 45°
 Color: Brick Red



**SPECIAL EMPHASIS CROSSWALK WITH PATTERNED PAVEMENT
 PLAN VIEW**

NOTE: REQUEST THAT THE ENGINEER COORDINATE WITH THE CITY OF FORT PIERCE FOR APPROVAL PRIOR TO FURNISHING AND INSTALLING.

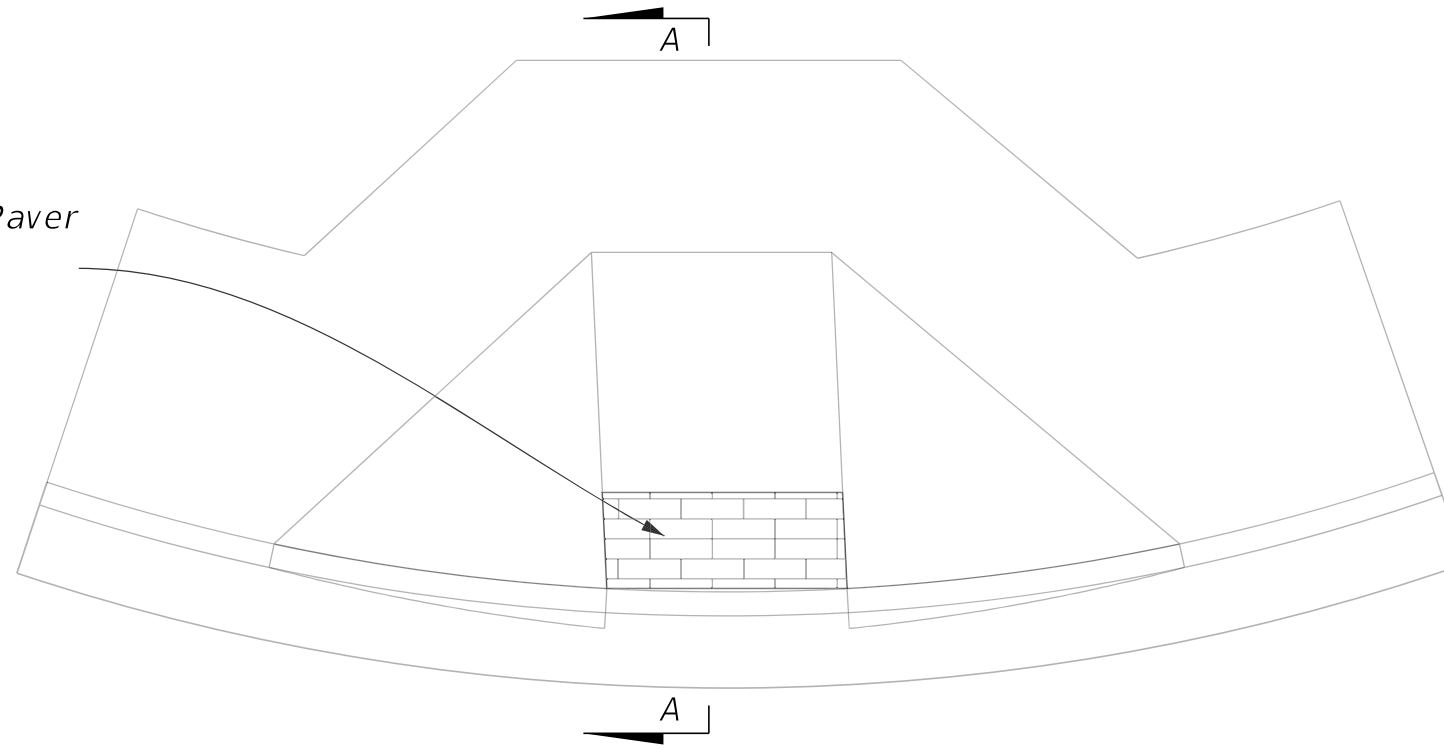
NOT TO SCALE

8/19/2022 1:37:14 PM Ifemelus Z:\Design\CTS_FL_projects\2020008_D4 Design Cont Serv\TWO 07 - SR68 - Leslie Wetherell\44616915201\Roadway\SPDTRD01.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

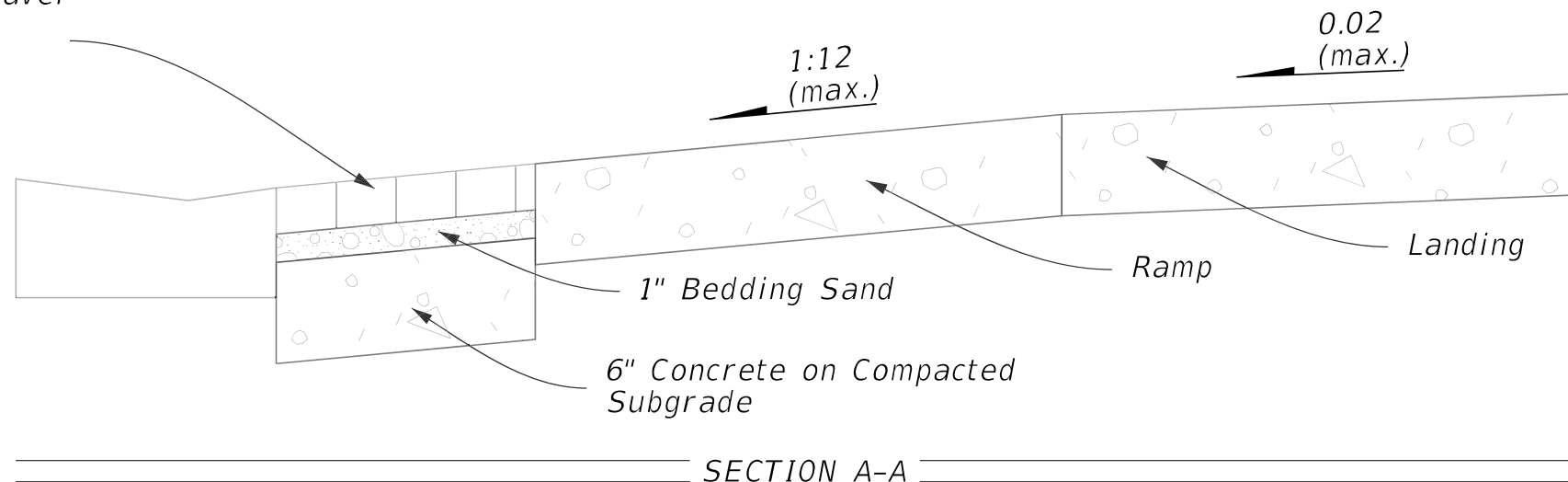
REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						SR 68	ST. LUCIE	446169-1-52-01	
SPECIAL EMPHASIS CROSSWALK DETAIL									26

Truncated Dome Brick Paver
 4"X8" Typ. Size
 Pattern: Running Bond
 Color: Brick Red



**BRICK PAVER DETECTABLE WARNING
 PLAN VIEW**

Truncated Dome Brick Paver
 4"X8" Typ. Size
 Pattern: Running Bond
 Color: Brick Red



**BRICK PAVER DETECTABLE WARNING
 CROSS SECTION VIEW**

NOTE: REQUEST THAT THE ENGINEER COORDINATE WITH THE CITY OF FORT
 PIERCE FOR APPROVAL PRIOR TO FURNISHING AND INSTALLING.

NOT TO SCALE

8/19/2022 1:37:16 PM ffrnelius Z:\Design\CTS_FL_projects\202008_D4_Design\Cont_Serv\TWO 07 - SR68 - Leslie Weither\44616915201\Roadway\SPDRD02.dgn

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			DETECTABLE WARNING DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRENT JUDE LEE SHUE LING, P.E. P.E. LICENSE NUMBER 71453 CTS ENGINEERING, INC 3230 W COMMERCIAL BLVD., STE 220 FORT LAUDERDALE, FL 33309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		27
						SR 68	ST. LUCIE	446169-1-52-01		

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

EXHIBIT C

APPROXIMATE COST FOR HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida Department of Transportation and the AGENCY.

ITEM #	ITEM	QNTY	UNIT	UNIT PRICE	COST	COMMENT
523-1	Patterned Pavement, Vehicular Areas	284	SY	\$ 115.00	\$32,660.00	Crosswalks
526-1-2	Pavers, Architectural, Sidewalk	53	SY	\$ 142.59	\$ 7,557.27	Brick paver detectable warnings

TOTAL APPROXIMATE COST: \$ 40,217.27

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

EXHIBIT D

MAINTENANCE PLAN FOR HARDSCAPE IMPROVEMENTS

Project State Road No(s): 68 from Road (M.P. 20.972) to Road (M.P. 21.669)
Permit or FM No(s): 446169-1-52-01
Maintaining Agency: City of Fort Pierce

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

PART II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

- A. Construction of stamped, colored concrete pedestrian crosswalks are proposed along State Road 68 (Orange Avenue).
- B. Truncated domed concrete brick pavers will be utilized as a means of detectable warning at the crossing.
 - a. Concrete pavers shall be inspected monthly for aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations.
 - b. Concrete pavers shall be cleaned yearly to prevent mold, dirt, oil, and gum build up.
- C. Joints and cracks in patterned concrete, concrete pavers, concrete curbs, expansion joints, gutter areas, etc. shall be inspected monthly to keep those areas free of weeds.

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

EXHIBIT E

PATTERNED PAVEMENT MAINTENANCE REQUIREMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

1. Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with **ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
2. The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
3. Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTME 1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
4. The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Treasure Coast Operations, 3601 Oleander Avenue, Fort Pierce, FL 34982 (772) 465-7396, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
5. Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

- installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
6. When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
 7. The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
 8. Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

SECTION No.: 94070000
FM No. (s): 446169-1-52-01
COUNTY: St. Lucie
S.R. No.: SR 68

EXHIBIT F

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

(Will be provided by City)

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO A HARDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR JOINT RIGHT OF WAY MAINTENANCE OF STATE ROAD 68/ORANGE AVENUE FROM NORTH 32ND STREET TO US HIGHWAY 1 AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Transportation has jurisdiction over State Road 68 (Orange Avenue) as part of the State Highway System; and

WHEREAS, the Department seeks to install and have maintained by the City of Fort Pierce certain hardscape improvements within the right of way of State Road 68 (Orange Avenue) from North 32nd Street to US Highway 1; and

WHEREAS, the Department and the City previously signed a Maintenance Memorandum of Agreement dated April 13, 2000 for State Road 68 (Orange Avenue) from 13th Street to Indian River Drive; and

WHEREAS, a new agreement is needed to supersede a portion of the previous agreement and will include all hardscape improvements; additional areas and items of original agreement shall continue to be maintained under the April 13, 2000 agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

1. That the City of Fort Pierce shall enter into said agreement with the Department of Transportation of the State of Florida.
2. That a copy of said agreement shall be attached to this resolution.
3. That the Mayor, City Clerk, and City Attorney are hereby authorized to enter into said agreement on behalf of the City of Fort Pierce.
4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2023

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

Tanya M. Earley, Esq.
City Attorney