

SECTION NO.: 86040000
FM No.: 446200-1-52-01
AGENCY: City of Pembroke Pines
S.R. No.: 820/Pines Blvd.

FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR

MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)

THIS AGREEMENT made and entered into this date _____ 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 PEMBROKE PINES**, a municipal corporation existing under the Laws of the State of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over SR 820/Pines Blvd.; and

WHEREAS, the **AGENCY** seeks to install and maintain certain bus shelter improvements; and

WHEREAS as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 820/Pines Blvd. (within the limits of the **AGENCY**); and

WHEREAS it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall own and maintain the specific elements constructed under **Project Number 446200-1-52-01** to include, but not be limited to, concrete shelter pads, bus shelter structures and associated amenities, color coated bike racks, color coated trash receptacles, and color coated bus benches, hereinafter called **IMPROVEMENTS**, along SR 820/Pines Blvd. beginning from Mile Post M.P. 5.861 to M.P. 7.870; and

WHEREAS the **AGENCY** shall be responsible for the bus shelter and associated improvements as described within **Exhibit A (Project Location, Description and Aerial)**; and

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

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

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

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

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1. RECITALS

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

2. INSTALLATION OF FACILITIES

- A. The **DEPARTMENT** shall construct under Project Number **446200-1-52-01** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B** along State Road 820/Pines Blvd which will benefit the **AGENCY**. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- B. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.
- C. The **AGENCY** shall own and maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under **446200-1-52-01** within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all **IMPROVEMENTS** within the limits of the project. The **IMPROVEMENTS** are described in **Exhibit A**.
 - 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** within the areas set forth in **Exhibit A** in compliance with all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
 - 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin. Maintenance of the **IMPROVEMENTS** shall include removal of nests as needed.
 - 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary maintenance, repair and replacement of any type or nature including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

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- 4) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.
 - 5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.
- B. The **AGENCY** shall indemnify the **DEPARTMENT** for all costs or expenses incurred by the **DEPARTMENT**, if the **AGENCY** fails to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include but not limited to the costs to make the facility ADA compliant, Attorney's fees and costs and any judgments. The Agency shall ensure that adjacent sidewalk areas shall be always accessible. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.
 - C. All **IMPROVEMENTS** shall always have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** constructed with this Project shall not contain advertising; nor shall advertising be placed upon them by any party in the future.
 - D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual, (b) Florida Green Book, (c) FDOT Standard Specifications for Road and Bridge Construction, (d) FDOT Design Standards Plans (e) Manual on Uniform Traffic Control Devices (MUTCD) and (f) Maintenance Rating Program (MRP).
 - E. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY's** responsibility.
 - 1) The **AGENCY** shall be directly responsible for impact and connection fees; and
 - 2) The **AGENCY** shall become responsible for the above-named **IMPROVEMENTS** and ongoing utility costs upon final acceptance of the construction project by the

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DEPARTMENT and thereafter.

- F. Any work impacting traffic flow along State Road 817/University Drive must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF PEMBROKE PINES**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item or similar at the discretion of the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the improvements installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.
- 5) The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of maintenance activities and coordinate

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scheduled work activities to ensure no conflict with **DEPARTMENT** projects.

5. FUTURE DEPARTMENT IMPROVEMENTS

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

6. FUTURE AGENCY IMPROVEMENTS

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

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

7. AGREEMENT TERMINATION

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

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

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the bus shelter exists.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY's** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree

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to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence. Nothing contained herein is intended nor shall be construed to waive **AGENCY's** rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

B. In the event that **AGENCY** contracts with a third party other than a local **AGENCY** to provide the services set forth herein, any contract with such third party shall include the following provisions:

- 1) **AGENCY** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY's** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY's** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

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

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11. ENTIRE AGREEMENT

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

12. DISPUTES

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

13. ASSIGNMENT

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

14. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

15. NOTICES

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

If to the DEPARTMENT:

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

If to the AGENCY:

City of Pembroke Pines
Attention: City Mayor
601 City Center Way, Pembroke Pines, FL 33025

16. LIST OF EXHIBITS

Exhibit A: Project Location and Description
Exhibit B: Construction Plans
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

CITY OF PEMBROKE PINES

By: _____ Date: _____
(City Representative)

Attest: _____ (SEAL)
(City Clerk)

Legal Approval

Reviewed and Approved as to Form

City Attorney Date

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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

Sign: _____
Director of Operations

Print Name: Paul Lampley

Date: _____

Approval as to Form:

Sign: _____
Assistant District General Counsel

Print Name: Francine Steelman

Date: _____

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are within the limits of the City of Pembroke Pines, Florida, along State Road 820/Pines Boulevard beginning from Mile Post 5.861 to 7.870.

No.	Bus Stop #	Mile Post / Side	Area Footprint
1	5647	6.216 /RT	12'x40'
2	4997	6.925 /LT	8'x30'
3	6067	7.368 /RT	8'x117'
4	4995	7.408 /LT	11'x56'

II. Description of Work:

Project Number: 446200-1-52-01 includes but is not limited to the construction of concrete shelter pads, bus shelter structures and associated amenities, color coated bike racks, color coated trash receptacles, and benches within the limits of this project. It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

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III. Aerial View:



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EXHIBIT B

CONSTRUCTION PLANS

Construction Plans prepared by Claudette de los Santos as approved by the **DEPARTMENT**.

Construction Plans (attached)

Sheets Included:
ROADWAY PLANS

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	1	KEY SHEET
14	10	ROADWAY PLAN
15	11	ROADWAY PLAN
16	12	ROADWAY PLAN

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COMPONENTS OF CONTRACT PLANS SET

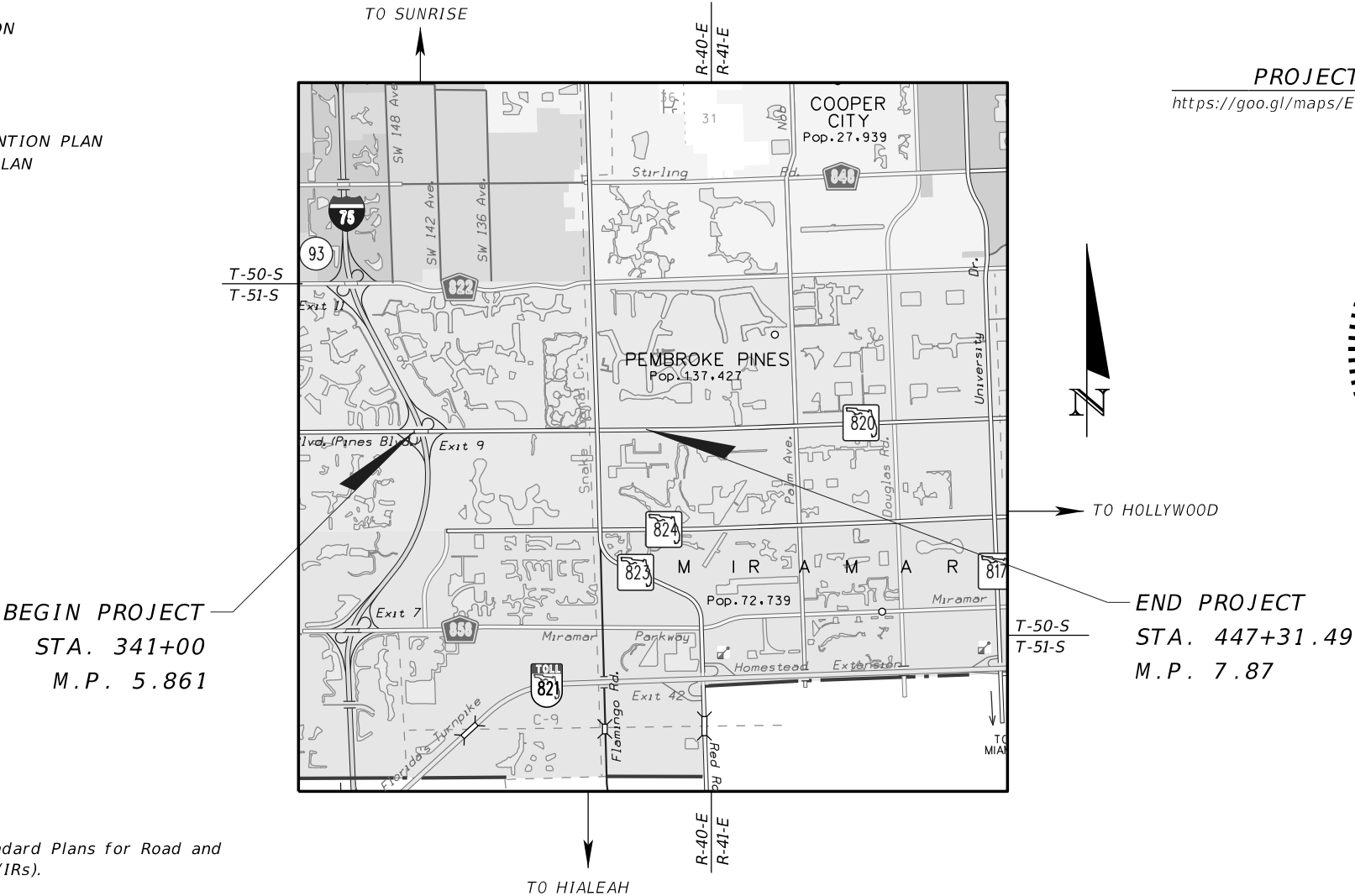
- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS
- LIGHTING PLANS
- LANDSCAPE PLANS

INDEX OF ROADWAY PLANS

- 1 KEY SHEET
- 2 - 4 TYPICAL SECTION
- 5 - 7 PROJECT CONTROL
- 8 OPTIONAL MATERIALS TABULATION
- 9 GENERAL NOTES
- 10 - 12 ROADWAY PLANS
- 12 - 14 TRAFFIC MONITORING SITE
- 16 - 18 CROSS SECTIONS
- 19 - 21 STORMWATER POLLUTION PREVENTION PLAN
- 22 - 24 TEMPORARY TRAFFIC CONTROL PLAN

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS

FINANCIAL PROJECT ID 446200-1-52-01
(FEDERAL FUNDS)
BROWARD COUNTY (86040)
STATE ROAD NO. 820 / PINES BOULEVARD
FROM I-75 NORTH ON-RAMP TO E OF NW 118TH AVE.



BEGIN PROJECT
STA. 341+00
M.P. 5.861

END PROJECT
STA. 447+31.49
M.P. 7.87

GOVERNING STANDARD PLANS:

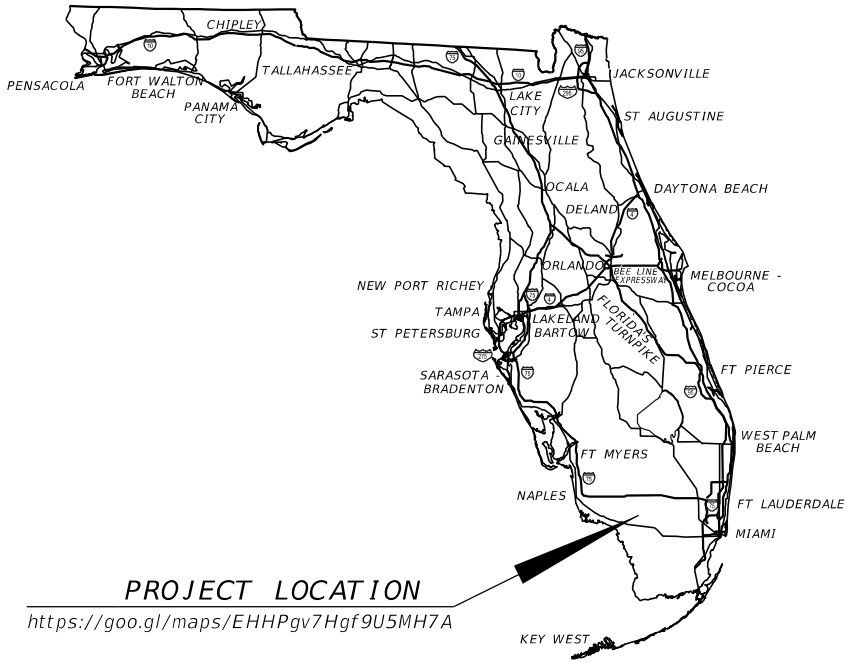
Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

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

APPLICABLE IRs: IR700-010-1

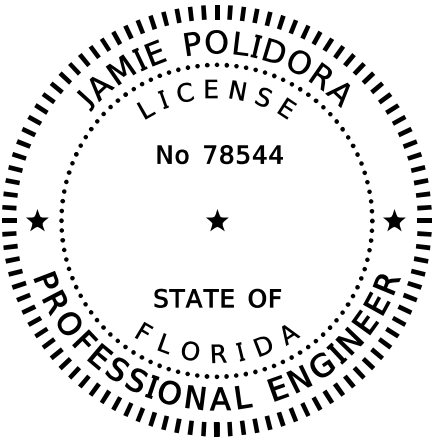
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2024 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



PROJECT LOCATION

<https://goo.gl/maps/EHHPgv7Hgf9U5MH7A>



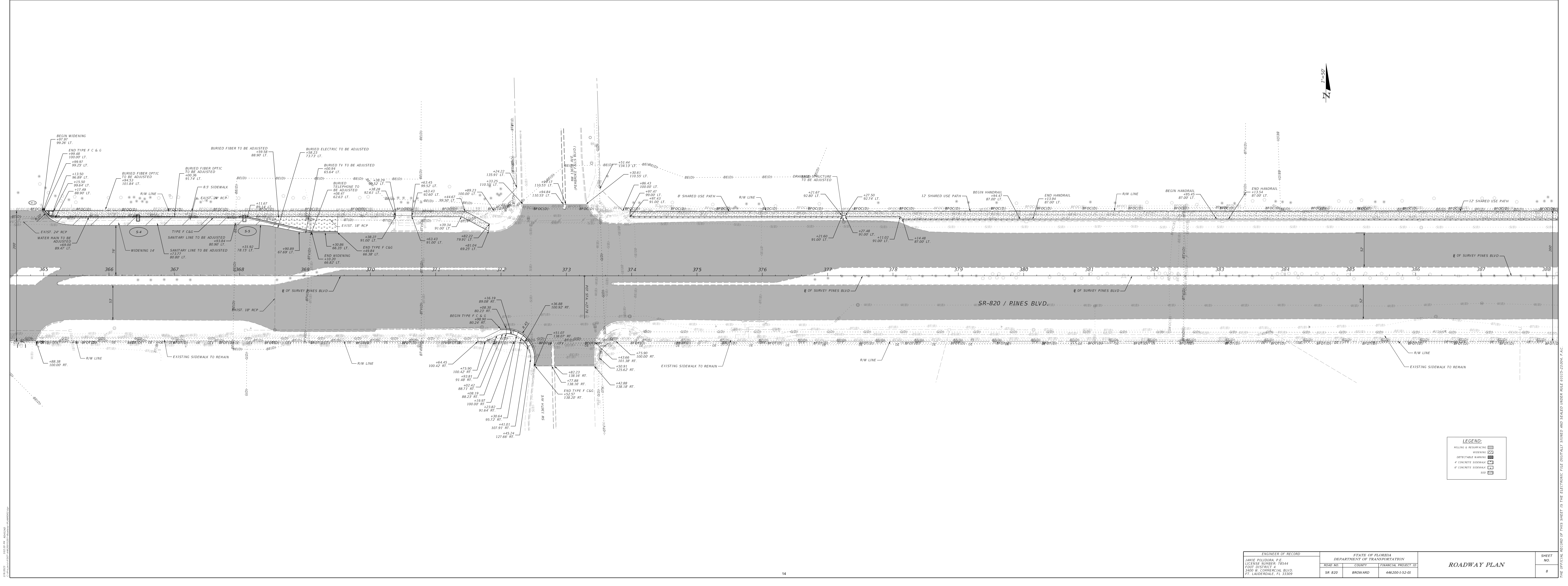
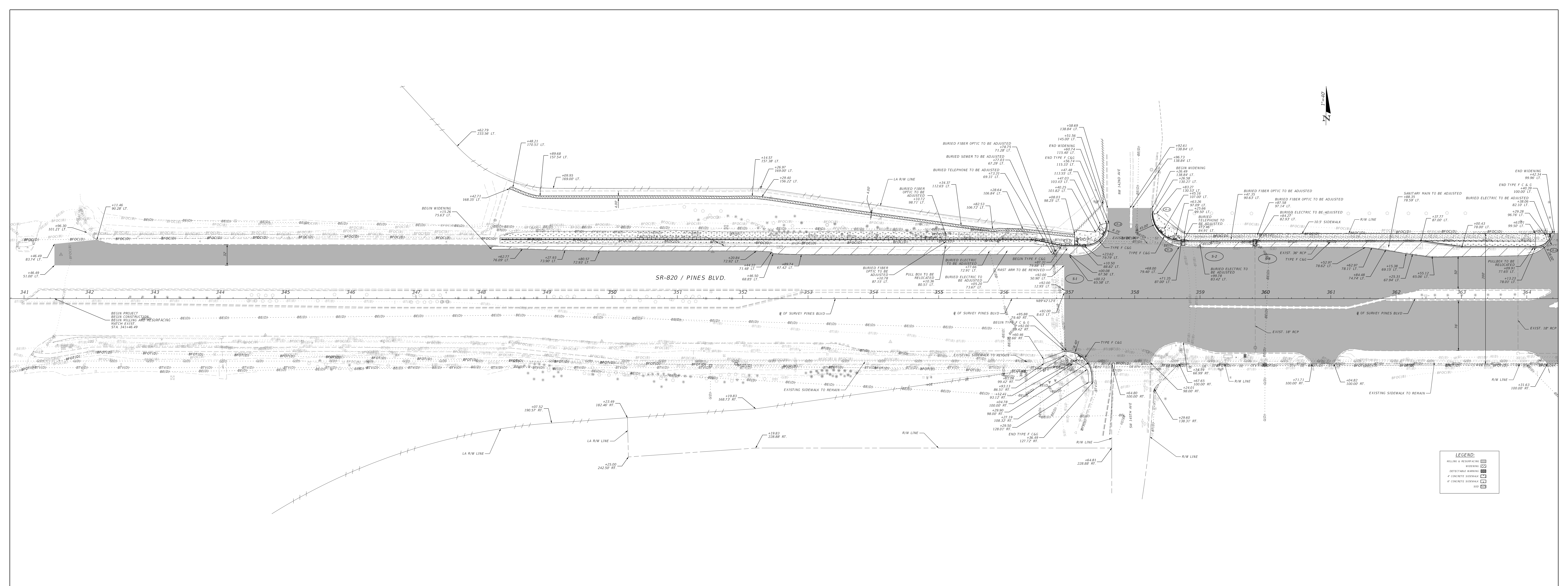
ROADWAY PLANS
ENGINEER OF RECORD:

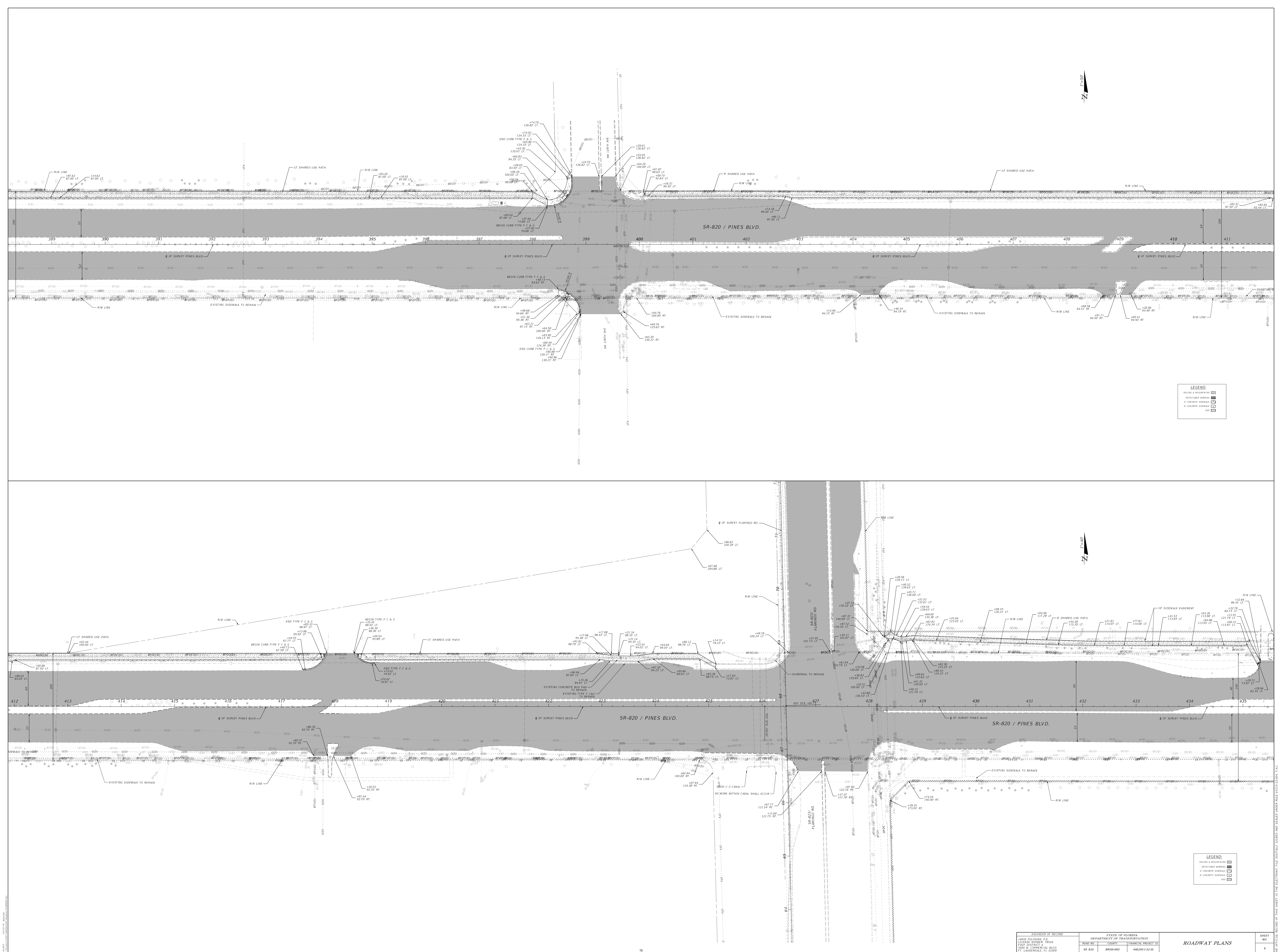
ENGINEER OF RECORD JAMIE POLIDORA, P.E.
P.E. LICENSE NUMBER 78544
FDOT DISTRICT 4
3400 W. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33309

FDOT PROJECT MANAGER:

JAMIE POLIDORA, P.E.

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

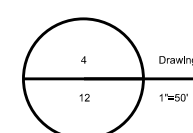




NUMBER OF RECORD JAMES POLKSON, P.E. LICENSE NUMBER: 78544 1500 W. UNIVERSITY BLVD. FT. LAUDERDALE, FL 33309		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID SR 820 BROWARD 4462001-52-01	
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ROADWAY PLANS

SHEET NO. 9



Site ID	Station	Existing Features					Disposition of Existing Features	Proposed Construction
		Pave	Bench	Shelter	Trash Receptacle	Bike Rack		
1000	1000	X	X					
1001	2100	X	X					Shelter, trash receptacle, bike rack
1002	2100	X						Bench
1020	4015	X			X			Bench
1020	4015	X			X			Bench
1050	4100	X	X					Bench
1050	4200	X	X					Bike rack
1051	4300	X	X	X				Shelter, trash receptacle, bike rack
1051	4300	X	X			X		Bench
1051	4300	X	X			X		Bike rack
1090	2200	X	X					Shelter, trash receptacle, bike rack
1090	4200	X	X	X				Bike rack

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EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan within the **AGENCY** limits which is described in **Exhibit A**, detailing the means and methods for accomplishing the maintenance related activities in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program (MRP) Standards. 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, as well as compliance with all applicable laws including, but not limited to, the Americans with disabilities Act of 1990, ("ADA").
2. How the shelter will be kept clean, and free of trash, debris, and graffiti.
3. How the shelter will be kept in good repair and repair/replacement of damaged, defective, or worn elements whether due to normal wear and tear, acts of God, vandalism, or accidents.
4. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, or other maintenance related activities.
5. Maintaining the shelter in a manner to protect against injury to any person or property.
6. Containment of debris or materials used in or resulting from the repair.
7. In the event of significant damage, the **AGENCY** shall immediately report the damage to the County and Department and the **AGENCY** shall immediately take an and all steps reasonably necessary to protect injury to any person or property.

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