S.R. No: A1A

FM No: 448574-1-52-01,

448574-1-52-02, 448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01

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

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 CITY OF HOLLYWOOD, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH

WHEREAS, the AGENCY has jurisdiction over State Road (S.R.) A1A; and

WHEREAS, the DEPARTMENT seeks to install certain pump station improvements including but not limited to, specific elements of the pump structure system: pump station, valve box structure, diversion structure, hydrodynamic separator, energy dissipation structure, interconnected pipes (including all force main pipes), pump control panel, panel concrete pad, all electrical components, and all its associated features (electrical, mechanical, etc.) and connection points along S.R. A1A, hereinafter called IMPROVEMENTS, as described within Exhibit A (Project Location, Description and Location Map), and have maintained by the AGENCY; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all the IMPROVEMENTS constructed within the project limits under FM No. 448577-1-52-01 & 448577-1-52-02 along S.R. A1A from M.P. 2.070 to M.P. 2.101 and, M.P. 2.408 to 2.447, FM No. 448574-1-52-01 & 448574-1-52-02 along S.R. A1A from M.P. 4.003 to M.P. 4.045, and, FM No. 448576-1-52-01 & 448576-1-52-02, along S.R. A1A from M.P. 4.995 to M.P. 5.040, as detailed within Exhibit B (Construction Plans).

WHEREAS, the parties have agreed during the design phase that a pump station will be required to adequately discharge storm water flows from the project limits; and

WHEREAS, the parties have agreed that designing the pump station to accommodate a certain amount of resilience to potential Sea Level Rise is prudent; and

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

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party: and

	WHEREAS the AGENCY	by Resolution	Number		entered	into this
date j	attached	d hereto and by	y this reference	made a part	hereof, d	esires to
enter	into this AGREEMENT an	d authorizes its	officers to do s	o; ·		

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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FM No: 448574-1-52-01,

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448577-1-52-02, 448576-1-52-01 & 448576-1-52-01

1. RECITALS

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

2. INSTALLATION OF FACILITIES

The DEPARTMENT shall construct under FM No. 448574-1-52-01, 448574-1-52-02, 448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01 the IMPROVEMENTS as detailed in Exhibit A and Exhibit B, which will benefit the AGENCY and the DEPARTMENT. The AGENCY agrees to maintain the IMPROVEMENTS described within Exhibit B; and

- a) 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 **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").
- c) The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.
- d) The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.
- e) All activities including **IMPROVEMENTS** installation and future maintenance operations 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.
- f) The most current edition of FDOT Standard Plans (Sight Distance at Intersections) must be adhered to.
- g) Lateral Offsets as specified in the FDOT Design Manual, Part 2, Chapter 215 must be adhered to.

3. MAINTENANCE OF FACILITIES

The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under **FM No. 448574-1-52-01, 448574-1-52-02, 448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01** within the limits of construction. Maintenance, inspection, repair, restoration, and replacement by the **AGENCY** will include but not limited to equipment directly adjacent/interconnected to the pumps: pollution control structures, valve box structure, diversion structure, energy dissipation

SECTION No: 86030 COUNTY: Broward S.R. No: A1A

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> 448576-1-52-01 & 448576-1-52-01

structure, electrical panel equipment, interconnected pipes (including all force main pipes) specific elements: pump structure system and all its associated features (electrical, mechanical, generator, houses pumps, and trash rack etc.) and connection points at locations as described within **EXHIBIT A.**

- a) The **AGENCY** agrees to maintain as its sole cost and expense, the **IMPROVEMENTS** 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.
- b) 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 or AGREEMENT termination, The AGENCY shall not change or deviate from the AGENCY's approved Maintenance Plan as referenced in Exhibit C (Maintenance Plan Requirements) without written approval from the DEPARTMENT.
- c) 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.
- d) The AGENCY shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles or other assets occurring as a result of maintaining the IMPROVEMENTS and shall repair such damage to the satisfaction of the DEPARTMENT at no expense to the DEPARTMENT.
- e) 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 inspection, 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.
- f) The AGENCY shall be responsible for the IMPROVEMENTS as referenced in Exhibit A immediately after final acceptance of the construction project by the DEPARTMENT.
- g) 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 or AGREEMENT termination.

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h) 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 (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

i) Any work impacting traffic flow on S.R. A1A 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.

The **AGENCY** agrees to operate, and routinely and periodically maintain the pump structure system located within the project limits, including pay all utility costs solely under this Agreement or at the expense of the **AGENCY**. The pump structure system includes the entire pump station, including but not limited to all the pollution control structures, all pipes connecting the pollution control structures, pump control panel, panel concrete pad, electrical components, enclosures, as shown in **EXHIBIT A**

The **AGENCY'S** maintenance responsibilities for the pump structure system shall include, but not be limited to, the following:

- a) Periodically inspecting and maintaining the pump structure system and all its associated features (electrical, mechanical, generator, etc.) in accordance with the manufacturer's minimum care and maintenance requirements, and in accordance with the Project Plans and Specifications, but never less than once per contractual year.
- b) Adhering to the safety precautions prescribed by the manufacturer and enumerated in the Project Plans and Specifications.
- c) Complying with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as the same may be amended from time to time.
- d) Maintaining a service log of all maintenance activities. Those maintenance activities that are not documented in a service log shall be deemed to not have been

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performed. Service logs shall be kept at the pump station premises for review, as needed. Submit service logs to the **DEPARTMENT** once per contractual year.

e) Repairs shall be the sole responsibility of the **AGENCY**.

The **AGENCY** shall have readily available back-up generators ready to be mobilized to each pump station within one (1) hour in the event power is lost.

The **AGENCY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintaince responsibilities.

4. NOTICE OF MAINTENANCE DEFICIENCES

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 HOLLYWOOD**, **CITY MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. From the date of receipt of the notice, the **AGENCY** shall have:

- a) A period of ten (10) calendar days to notify the **DEPARTMENT** of any potential delays due to procurement of replacement parts and provide a repair schedule to the **DEPARTMENT**; otherwise,
- b) A period of thirty (30) days within which to correct the citied deficiency or deficiencies.

If the 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.

- a) The **DEPARTMENT** may repair any item or a number of items corrective actions, including the cleaning of the **IMPROVEMENTS** 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**.
- b) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item or existing item. 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**.
- c) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove within the limits of the **DEPARTMENTS** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel all of the

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IMPROVEMENTS installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

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 state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions

- a) By the DEPARMENT, 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.
- b) By the **DEPARMENT**, 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.
- c) By the **DEPARTMENT**, within a six (6) month written notice.

7. 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 **IMPROVEMENTS** shall exist.

8. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the IMPROVEMENTS shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically

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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 that 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) days' 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

9. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

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

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10. 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 that are not merged herein and superseded hereby except other agreement under **FM No. 448574-1-52-02, 448577-1-52-01,** and **448576-1-52-02.**

EXPENDITURE OF MONEY

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.

11. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount value thereof. Should the **AGENCY** disagree with the **DEPARTMENT's** District Secretary's decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this agreement.

12. ASSIGNMENT

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

13. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this Agreement shall be in Broward County, Florida.

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448577-1-52-02, 448576-1-52-01 &

448576-1-52-01

14. NOTICES

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

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 Hollywood Attention: City Manager P.O. Box 229045 Hollywood, FL 33022-9045

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

15. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial

Exhibit B: Plans

Exhibit C: Maintenance Plan Requirements

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448576-1-52-01 & 448576-1-52-01

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

AGENCY

City of Hollywood, a municipal Corporation of the State of Florida

Bv:	Date:
By: City Manager	
Printed name:	
ATTEST:	
By:	Date:
Printed name:	
Approved as to form	
By:City Attorney	Date
Printed name:	

S.R. No: A1A

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448576-1-52-01 & 448576-1-52-01

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

first above written.	
DEPARTMENT:	
	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
	Sign: Paul A. Lampley, P. E., Director of Operations
	Date:
	Approval as to Form:
	Sign: Francine Steelman, Assistant General Counsel
	Date:

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448576-1-52-01

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the City of Hollywood, Broward County, Florida. **FM No. 448577-1-52-01 & 448577-1-52-01**, along S.R. A1A from M.P. 2.070 to M.P. 2.101 and, M.P. 2.408 to 2.447. **FM No. 448574-1-52-01 & 448574-1-52-01** from M.P. 4.003 to M.P. 4.045, and **FM No. 448576-1-52-01 & 448576-1-52-01** from M.P. 4.995 to M.P. 5.040.

II. Description

DEPARTMENT seeks to install certain pump station improvements including but not limited to, specific elements of the pump structure system: pump station, valve box structure, diversion structure, hydrodynamic separator, energy dissipation structure, interconnected pipes (including all force main pipes), pump control panel, panel concrete pad, all electrical components, and all its associated features (electrical, mechanical, etc.) and connection points along S.R. A1A.

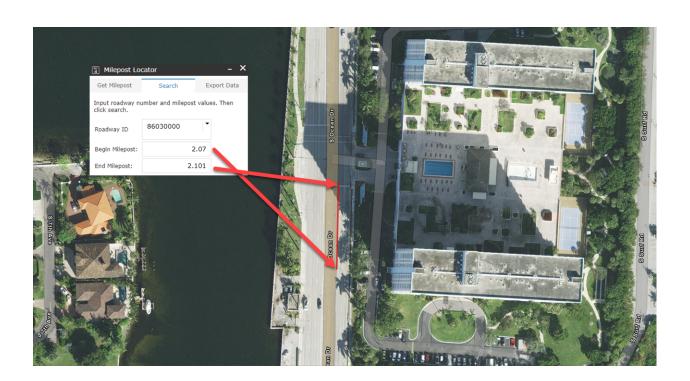
SECTION No: 86030 COUNTY: Broward S.R. No: A1A FM No: 448574-1-52-01,

448574-1-52-01, 448574-1-52-02, 448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01

III. Aerial

FM No: 448577-1-52-01 & 448577-1-52-02

BEGIN M.P. 2.070 to END M.P. 2.101



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FM No: 448574-1-52-01,

448574-1-52-02,

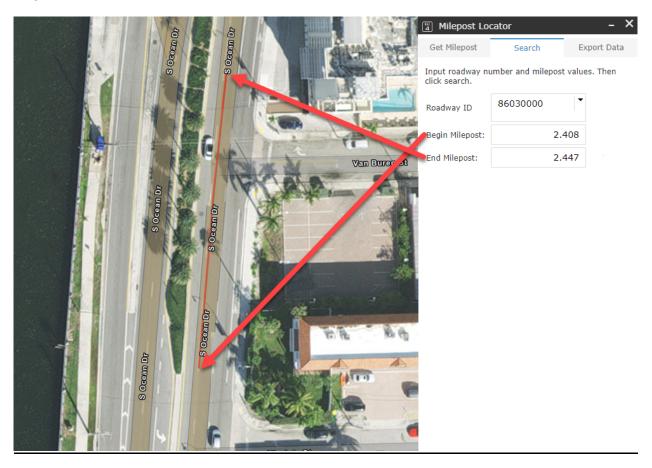
448577-1-52-01,

448577-1-52-02, 448576-1-52-01 &

448576-1-52-01

BEGIN M.P. 2.408 to END M.P 2.447

Virginia Street to Van Buren Street

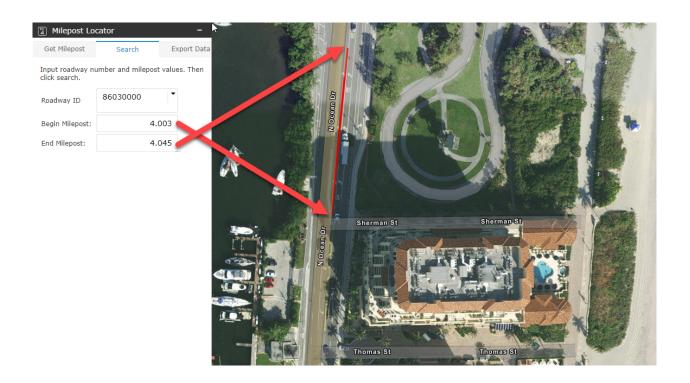


SECTION No: 86030 COUNTY: Broward S.R. No: A1A FM No: 448574-1-52-01, 448574-1-52-02, 448577-1-52-01,

> 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01

FM No: 448574-1-52-01 and 448574-1-52-02

BEGIN M.P. 4.003 to END M.P. 4.045



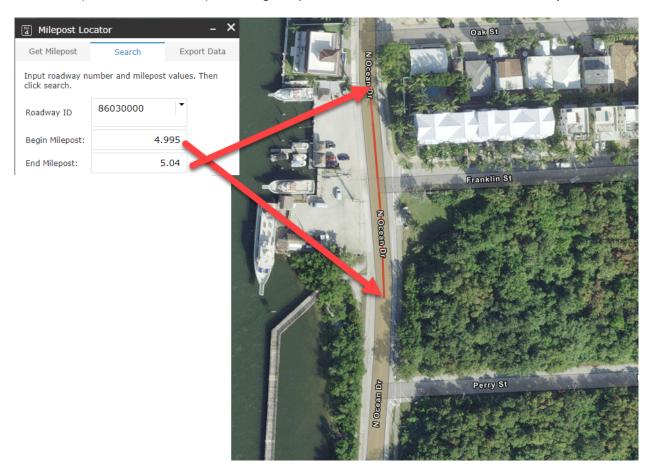
SECTION No: 86030 COUNTY: Broward S.R. No: A1A FM No: 448574-1-52-01, 448574-1-52-02, 448577-1-52-01,

> 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01

FM No: 448576-1-52-01 and 448576-1-52-02

BEGIN M.P. 4.995 to END M.P. 5.040

S.R. A1A (North Ocean Drive): Drainage Improvements from Franklin Street to Perry Street



S.R. No: A1A

FM No: 448574-1-52-01,

448574-1-52-02, 448577-1-52-01, 448577-1-52-02,

448576-1-52-01 & 448576-1-52-01

EXHIBIT B

ROADWAY PLANS

Plans by Shaun P. Connor, P.E. dated _____ as approved by the Department.

PLANS (attached)

FM No: 448577-1-52-01 & 448577-1-52-02

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
20 21 22-23 24-25 26-27 28 29 30-31 32	1 2 3-4 5-6 7-8 9 10 11-12	KEY SHEET SIGNATURE SHEET DRAINAGE MAPS SUMMARY OF DRAINAGE STRUCTURES TYPICAL SECTIONS OPTIONAL MATERIAL TABULATION PROJECT LAYOUT PROJECT CONTROL GENERAL NOTES

ROADWAY PLANS

Plans by <u>Jimmy Battaglia</u>, P.E. dated _____ as approved by the Department.

PLANS (attached)

FM No: 448574-1-52-01 and 448574-1-52-02

33	1	KEY SHEET
34	1A	NOTES TO REVIEWER
35	2	SIGNATURE SHEET
36-37	3-5	DRAINAGE MAP
38-39	6-7	TYPICAL SECTIONS
40	8	PROJECT CONTROL
41	9	GENERAL NOTES
42-45	10-13	ROADWAY PLAN

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448576-1-52-01 &

448576-1-52-01

46-47	14-15	SPECIAL DETAILS
48-57	16-25	DRAINAGE STRUCTURES
58	26	UTILITY CONFLICTS
59	27	OPTIONAL MATERIALS TABULATION
60-63	28-31	DRAINAGE DETAILS
64-69	32-37	STORMWATER POLLUTION
		PREVENTION PLAN

FM No: 448576-1-52-01 and 448576-1-52-02

70	1	KEY SHEET
71	2	SIGNATURE SHEET
72-74	3-5	DRAINAGE MAP
75-76	6-7	TYPICAL SECTIONS
77	8	PROJECT CONTROL
78	9	GENERAL NOTES
79-81	10-12	ROADWAY PLAN
82-89	13-20	DRAINAGE STRUCTURES
90	21	UTILITY CONFLICTS
91	22	OPTIONAL MATERIALS TABULATION
92-95	23-26	DRAINAGE DETAILS
96-101	27-32	STORMWATER POLLUTION PLAN

S.R. No: A1A

FM No: 448574-1-52-01, 448574-1-52-02,

448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications including manufacturer's Operations and Maintaince Plan. 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 Standards. The plan should at minimum detail how the **AGENCY** will address the following:

- Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
- 2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, 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