

**DISTRICT SEVEN HIGHWAY
MAINTENANCE MEMORANDUM OF AGREEMENT
NON-STANDARD 10' CONCRETE SIDEWALK**

THIS AGREEMENT, entered into as of the ____ day of _____, 20____, between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the CITY OF CLEARWATER (the "City").

W I T N E S S E T H

WHEREAS, the Department owns SR 590 (N.E. Coachman Road) right-of-way consisting of road improvements and grassed areas located between 40' west of Old Coachman Road (Section 15050-000, M.P. 3.997) and 490' east of El Tair Trail (Section 15050-000, M.P. 4.331) in Pinellas County, Florida (the " Non-Standard 10' Concrete Sidewalk"); and

WHEREAS, the City has agreed to maintain the specified improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044, Florida Statutes to enter into contracts and agreements; and

WHEREAS, the parties recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the improvements; and

WHEREAS, the City has authorized its officers to execute this Agreement on its behalf,

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

1. The City shall maintain all improvements within the Non-Standard 10' Concrete Sidewalk area as denoted in the Construction Plans and Specifications attached as Exhibit "A" (FPN #431491-1-52-01 from Station 1158 + 40 to Station 1175 + 95), and the Maintenance Plan attached as Exhibit "B", all of which are incorporated and made a part of this Agreement.
2. The City agrees not to modify any improvements or the maintenance plan without prior written approval by the Department.
3. In the event that any portion of the Non-Standard 10' Concrete Sidewalk is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into compliance at the sole cost and expense of the City.
4. The City covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the City from pledging such funds in the future, or from levying and collecting any

particular non-ad valorem funds.

The Department recognizes that the City must comply with Section 166.241, Florida Statutes, Article VII of the Florida Constitution, the City of Clearwater City Charter, and Chapter 2, Article VI, Division 2 of the City of Clearwater Code of Ordinances. This Agreement shall not be construed to modify, in any way, the City's obligations under those provisions.

5. Maintenance of the Non-Standard 10' Concrete Sidewalk shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable standards, the Department may terminate the Agreement in accordance with paragraph 10.

6. The Department's Area Maintenance Office shall be notified forty-eight (48) hours in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer with responsibility for the roadway within this Project is located at 5211 Ulmerton Road, Clearwater, FL. 33760, Telephone (727) 575-8300.

7. Prior to any major construction or reconstruction activity, the City shall submit plans of the proposed work to all utility entities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utility entities prior to commencement of such activities. Prior to commencing any construction or reconstruction activity, the City shall notify all the utility entities of their work schedule enabling utilities to be field located and marked to avoid damage.

8. It is understood between the parties that any or all of the Non-Standard 10' Concrete Sidewalk 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 the future criteria or planning of the Department. The Department shall give the City sixty (60) calendar days written notice regarding such removal, relocation or adjustment.

9. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options as agreed to by the parties as provided for below. The Department shall send the City an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement.

10. This Agreement may be terminated by the Department if the City, following fifteen (15) working days written notice, fails to perform its maintenance responsibilities under this Agreement.

11. 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/her decision upon all claims, questions, and disputes shall be final and conclusive upon the parties.

12. The City shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new persons employed by the City to perform work under this Agreement during the term of the agreement and shall expressly require any subcontractors, assigned by the City's contractor to perform work pursuant to the contract with the Department to likewise

utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new persons employed by the subcontractor to perform work under this Agreement during the Agreement term.

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

14. This Agreement may not be assigned or transferred by the City, in whole or in part without consent of the Department.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt:

- (a) If to the Department, address to District Landscape Architect, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (b) If to the City address to the Parks and Recreation Director, City of Clearwater, 100 S. Myrtle Avenue, Clearwater, Florida 33756 or at such other address as the City may from time to time designate by written notice to the Department.

All time limits provided shall run from the date of receipt of all such notices, demands, requests and other instruments.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF CLEARWATER
a municipal corporation
of the State of Florida

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name _____
Title _____

By: _____
James V. Moulton, Jr., P.E.
Director of Transportation Operations,
District Seven

Attest: _____
Title _____ (SEAL)

Attest: _____
Executive Secretary (SEAL)

Legal Review:

Legal Review:

Title _____

Office of the General Counsel, District 7

City Signature Page for District Seven Highway
Maintenance Memorandum of Agreement
Non-Standard 10' Concrete Sidewalk
MOA 01-14
Between State of Florida Department of Transportation
And the City of Clearwater

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

COMPONENTS OF CONTRACT PLANS SET

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWERS
2A-2B	SIGNATURE SHEET
3-6	SUMMARY OF PART ITEMS
7-10	TYPICAL SECTION
11-12	TYPICAL SECTION DETAILS
50-1 TO 50-27	SUMMARY OF QUANTITIES
13	OPTIONAL MATERIALS TABULATION
14	OPTIONAL MATERIALS TABULATION
15-16	REFERENCE POINTS
17	GENERAL NOTES
18-36	ROADWAY PLAN
37-54	BACK-OF-SIDEWALK PROFILE
55	INTERSECTION DETAIL
56-57	DRAINAGE STRUCTURES
58	DRAINAGE DETAIL
59	ROADWAY SOIL SURVEY
60-130	CROSS SECTIONS
131-151	STORMWATER POLLUTION PREVENTION PLAN
152-154	TRAFFIC CONTROL PLAN
155	UTILITY ADJUSTMENT GENERAL NOTES
156-174	UTILITY ADJUSTMENT PLAN
175-190	SUBSPACE UTILITY TESTHOLE DATASHEET
191-198	DRIVEWAY HALF SECTIONS
199	SIDEWALK OVERHANG DETAIL
200	BRIDGE HYDRAULIC RECOMMENDATIONS
201	PLAN AND ELEVATION

LIST OF REVISED INDEX DRAWINGS

INDEX NO.	SHEET NO.
N/A	N/A

GOVERNING STANDARDS AND SPECIFICATIONS:
 Florida Department of Transportation, 2014 Design Standards and Revised Index Drawings as appended herein, and 2014 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:
<http://www.dot.state.fl.us/design/>

For Design Standards Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specifications/field/>

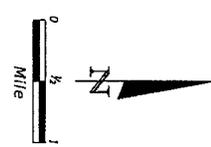
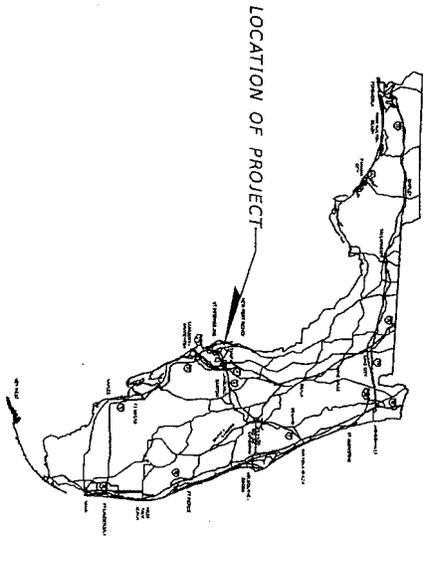
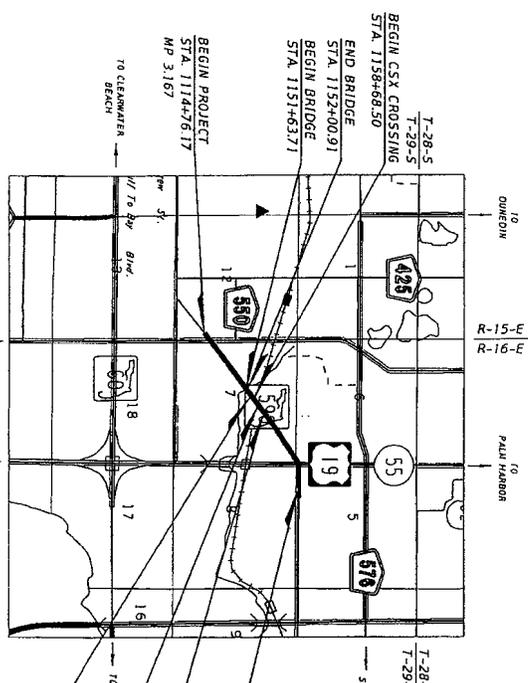
REVISIONS

Exhibit "A"

**STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 CONTRACT PLANS**

FINANCIAL PROJECT ID 431491-1-52-01

PINELLAS COUNTY (15050)
 STATE ROAD NO. 590 (NE COACHMAN RD.)
 FROM WEST OF MARILYN STREET
 TO EAST OF AUDREY DRIVE



ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:
 Volker, Inc., P.E. No. 04647
 1408 N. Westshore Blvd.
 Suite 800
 Tampa, Florida 33607
 Telephone No. (813) 875-1365
 Fax No. (813) 874-7656

PLANS PREPARED BY:
 Volker, Inc.
 1408 N. Westshore Blvd.
 Suite 800
 Tampa, Florida 33607
 Vendor No. 653-024014
 Contract No. C9881
 Certificate of Authorization No. 00004641

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

**PHASE III PLANS
 MAY 2014**

PROJECT LENGTH IS BASED ON CONSTRUCTION

LENGTH OF PROJECT	
ROADWAY	7,536.11
BRIDGES	37.20
NET LENGTH OF PROJECT	7,573.31
EXCEPTIONS	1,161.20
GROSS LENGTH OF PROJECT	8,734.51

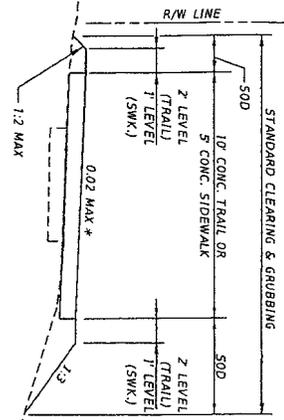
LENGTH OF PROJECT	
LINEAR FEET	1,427
MILES	0.007
NET LENGTH OF PROJECT	1,434
EXCEPTIONS	0.220
GROSS LENGTH OF PROJECT	1,654

KEY SHEET REVISIONS	
DATE	DESCRIPTION

FDOT PROJECT MANAGER: ROBERT CHANDLER, E.I.

ROADWAY PLANS
 ENGINEER OF RECORD: Sarah Hill, P.E.
 P.E. NO.: 61647

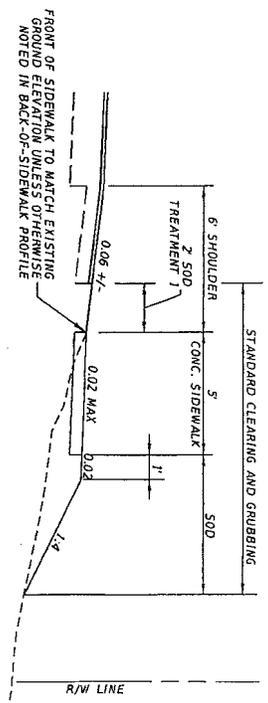
FISCAL YEAR	SHEET NO.
15	1



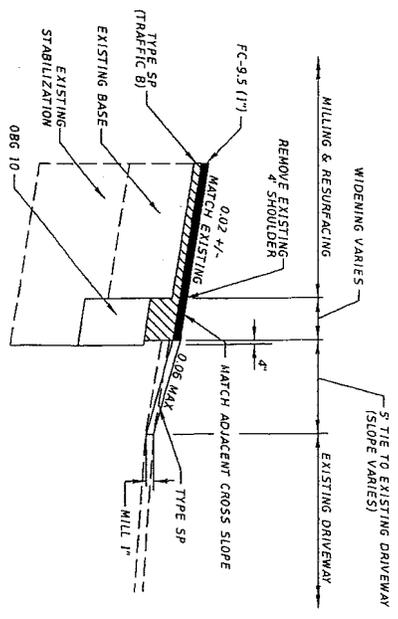
* SIDEWALK SLOPES TOWARDS R/W

Begin Sta.	End Sta.	Side	LT
1121+47.05	1121+82.14	RT	LT
1137+68.54	1144+90.00	RT	RT
1147+80.00	1148+92.17	RT	RT
1150+84.58	1158+94.81	RT	LT
1178+49.19	1179+50.44	LT	LT
1195+19.82	1203+17.01	RT	RT

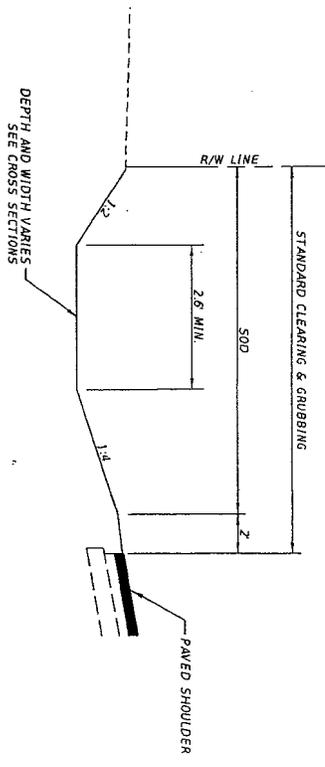
SIDEWALK OR CONC. TRAIL NEAR R/W DETAIL
(NTS)



SIDEWALK NEAR SHOULDER DETAIL
(NTS)



TURNOUT RESURFACING AT DRIVEWAY WIDENING DETAIL
(NTS)



DITCH IMPROVEMENT DETAIL
(NTS)

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Volkert, Inc. Certificate of Authorization No. 4641 1408 N. Westshore Blvd., Suite 600 Tampa, FL 33607 Phone: 813-213-1385 WWW.VOLKERT.COM	DEPARTMENT OF TRANSPORTATION COUNTY FINANCIAL PROJECT ID 43491-1-2-01	STATE OF FLORIDA COUNTY PINELLAS	ROAD NO. 390	SHEET NO. 12
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TYPICAL SECTION DETAILS (2)

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Volkert, Inc. Certificate of Authorization No. 4641 Sarah Hill, PE 64647 1408 N. Westshore Blvd., Suite 600 Tampa, FL 33607 Phone: (813) 253-3865 WWW.VOLKERT.COM		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY FINANCIAL PROJECT ID PINELLAS 431991-1-52-01	
ROAD NO. 590		FINANCIAL PROJECT ID	

5/17/2014 1:32:48 PM A:\PROJECTS\SR590\Coachman\314811301\ roadway\plan\133	SHEET NO. 30
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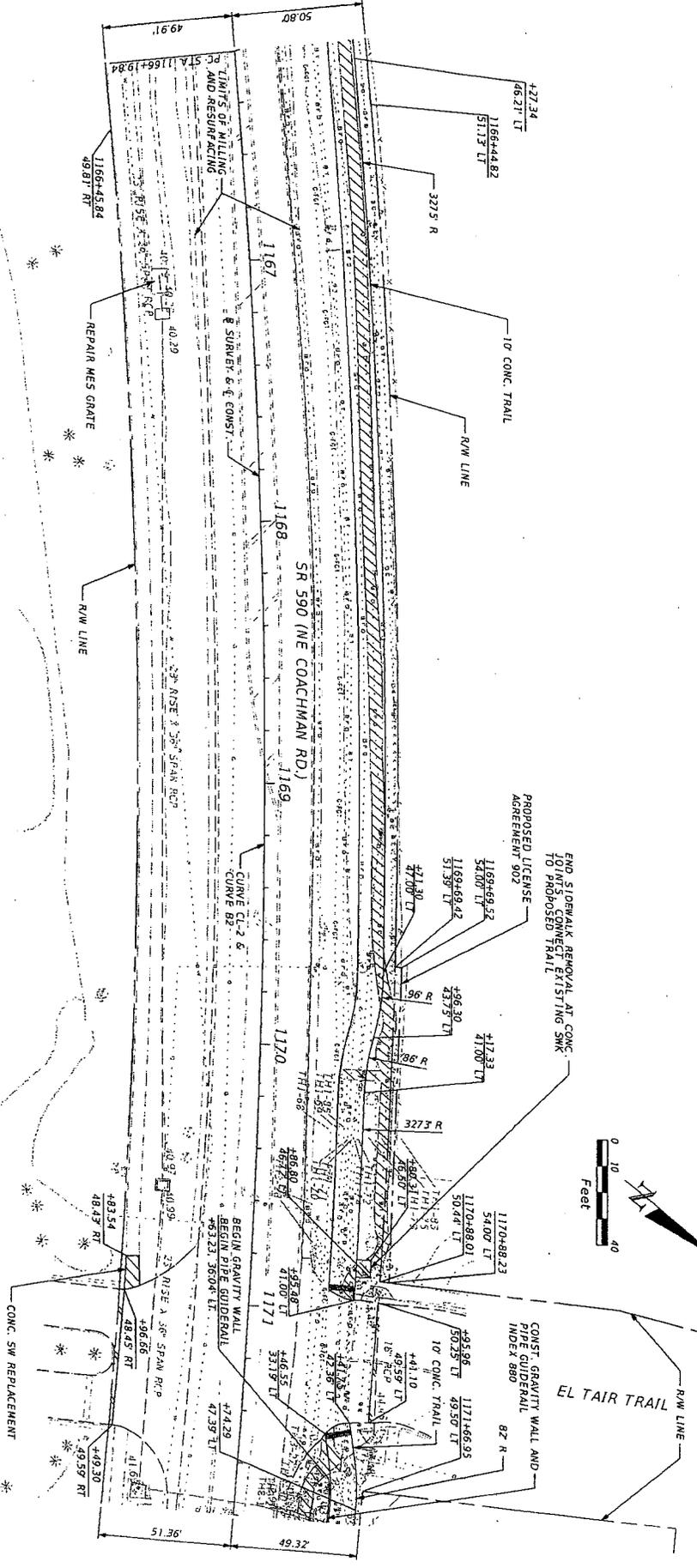
COACHMAN CROSSING APARTMENTS

COACHMAN CROSSING APARTMENTS

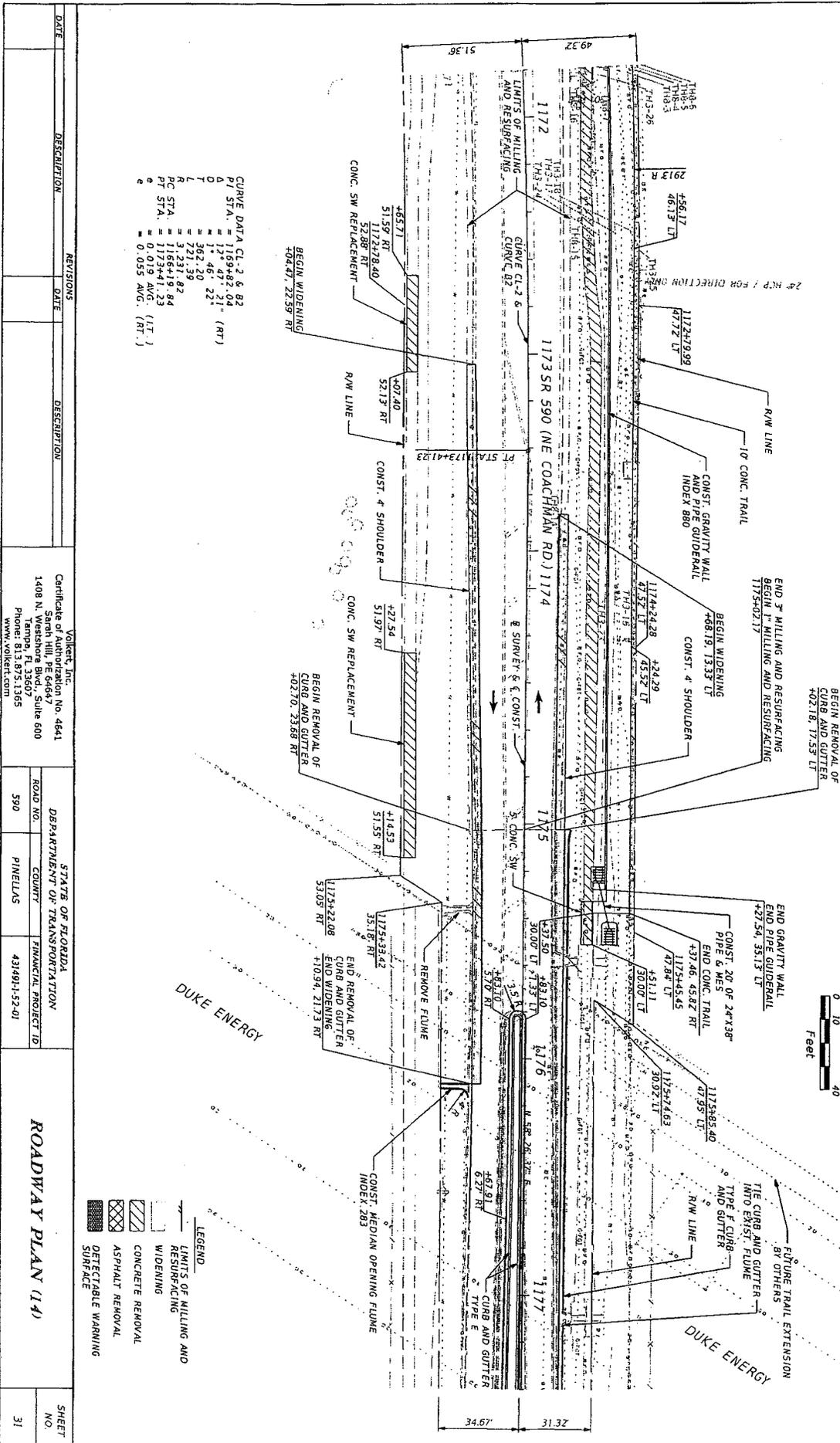
BM NO. 402
 BRASS DISK STAMPED
 5485 RT. STA. 1167+30.55
 ELEV. 43.23

CURVE DATA CL-2 & B2
 P1 STA. = 1169+42.04
 A = 12° 47' 21" (RT.)
 D = 146.22'
 L = 251.50'
 T = 3.231' 82"
 PC STA. = 1166+19.84
 PT STA. = 1173+41.23
 E = 0.015' AVG. (LT.)
 E = 0.025' AVG. (RT.)

- LEGEND
- LIMITS OF MILLING AND RESURFACING
 - WIDENING
 - CONCRETE REMOVAL
 - ASPHALT REMOVAL
 - DETECTABLE WARNING SURFACE



SUMMARY OF DITCH ELEVATIONS			
STA.	SIDE	EL.	REMARK
1173+80.00	LT.	45.40	BEGIN
1175+70.00	LT.	47.00	END



CURVE DATA CL-2 & B2
 A STA. = 1193.98, 2.91 (RT)
 D = 174.67, 22.2
 T = 362.20
 L = 721.39
 PC STA. = 1163.11, 1.84
 PT STA. = 1173+41.23
 e = 0.019 AVG. (LT.)
 e = 0.055 AVG. (RT.)



LEGEND

	LIMITS OF MILLING AND RESURFACING
	WIDENING
	CONCRETE REMOVAL
	ASPHALT REMOVAL
	DETECTABLE WARNING SURFACE

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Yorkert, Inc. Certificate of Registration No. 4841 Sarah Hill, PE 64649 Tampa, FL 33607 Phone: 813.875.1365 WWW.YORKERT.COM	DEPARTMENT OF TRANSPORTATION COUNTY FINANCIAL PROJECT ID PINELLS 431491-1-52-01	STATE OF FLORIDA ROAD NO. 590 PINELLS
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ROADWAY PLAN (14) SHEET NO. 31	5/17/2014 13:27:49 PM C:\WORK\13358580\COM\133181\35817\ roadway\plan\014.dwg
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 431491-1-52-01

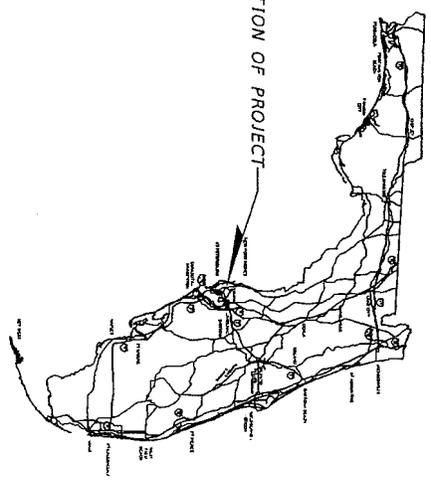
PINELLAS COUNTY (15050)
 STATE ROAD NO. 590 (NE COACHMAN RD.)
 FROM WEST OF MARILYN STREET
 TO EAST OF AUDREY DRIVE

SIGNING AND PAVEMENT MARKING PLANS

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
5-1	KEY SHEET
5-2 TO 5-3	TABULATION OF QUANTITIES
5-4	GENERAL NOTES
5-5 TO 5-23	SIGNING AND PAVEMENT MARKING PLAN
5-24 TO 5-25	GUIDE SIGN WORKSHEET
5-26	SINGLE COLUMN CANTILEVER GROUND MOUNTED SIGN

LOCATION OF PROJECT



SIGNING AND PAVEMENT MARKING
 TO BE SUBMITTED TO:
 Sarah Hill, P.E. No. 64647
 1408 E. Westshore Blvd.,
 Suite 600
 Tampa, Florida 33607
 Telephone No. 813/975-1365
 Fax No. (813) 874-7656

PLANS PREPARED BY:
 1408 E. Westshore Blvd.,
 Suite 600
 Tampa, Florida 33607
 Telephone No. 2581014
 Contract No. 2581014
 Certificate of Authorization No. 00004641

NOTE: THE SCALE OF THESE PLANS MAY
 HAVE CHANGED DUE TO REPRODUCTION.

PHASE III PLANS
 MAY 2014

SIGNING AND PAVEMENT MARKING PLANS
 ENGINEER OF RECORD: Sarah Hill, P.E.
 P.E. NO.: 64647

KEY SHEET REVISIONS	
DATE	DESCRIPTION

FDOT PROJECT MANAGER: ROBERT CHANDLER, E.I.

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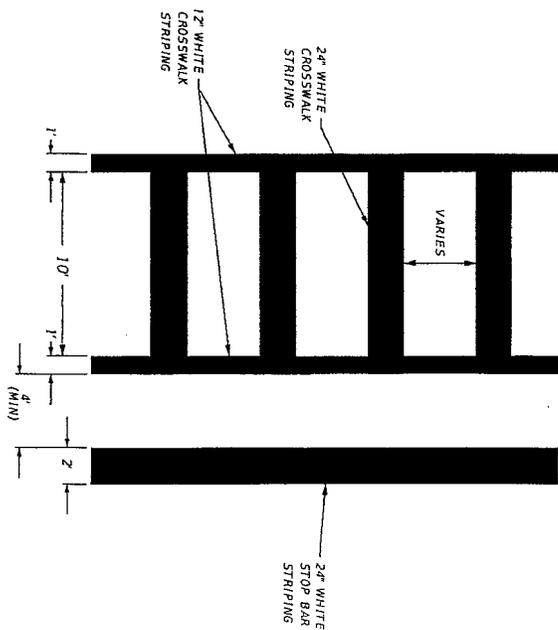
FISCAL YEAR	SHEET NO.
15	S-1

SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. ALL FLORIDA ROUTE MARKERS MUST CONFORM TO F.D.O.T. DESIGN STANDARDS INDEX NO. 17335.
2. PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE PLANS AND THE APPROPRIATE F.D.O.T. DESIGN STANDARDS INDEX.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LENGTH OF COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
4. REFER TO F.D.O.T. DESIGN STANDARDS INDEX NO. 17352 FOR RETRO-REFLECTIVE PAVEMENT MARKER PLACEMENT DETAILS.
5. PAINT MEDIAL NOSES AND RAISED ISLAND NOSES REFLECTIVE WHITE OR REFLECTIVE YELLOW AS INDICATED IN THE PLANS.
6. CAUTION SHOULD BE EXERCISED WHILE RELOCATING EXISTING SIGNS SO AS TO PREVENT DAMAGE TO THE SIGNS. IF THE SIGNS ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, THEY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
7. THE SIGN LOCATIONS SHOWN ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.
8. ALL ROUTE MARKER AUXILIARIES SHALL MATCH THE COLOR COMBINATION OF THE RESPECTIVE MARKER WHICH THEY SUPPLEMENT.
9. ANY EXISTING SIGN TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION OR EXISTING SIGN THAT IS RELOCATED SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET, AND METHOD OF INSTALLATION. COST OF THIS WORK SHALL BE REFLECTED IN THE PAY ITEM 102-1 IN THE SUMMARY OF ROADWAY PAY ITEMS.
10. CONTRACTOR SHALL USE W-SHAPE STEEL POSTS FOR MULTI-POST SIGNS. ALL COLUMNS (POSTS) FOR SINGLE COLUMN SIGNS SHALL BE ALUMINUM ROUND TUBE, EXCEPT FOR SINGLE COLUMN CANTILEVER MOUNTED SIGNS (SEE SHEET S-561).
11. ANY EXISTING MULTI-POST SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED IN THE PLANS.
12. ALL SINGLE COLUMN SIGNS WITHIN THE LIMITS OF CLEARING AND GRUBBING FOR THIS PROJECT SHALL BE REMOVED UNLESS OTHERWISE NOTED IN THE PLANS. PAVEMENT SHALL BE REFLECTED IN THE PAY ITEM NO. 110-1-1 IN THE SUMMARY OF ROADWAY PAY ITEMS.
13. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY TO SIGN FOUNDATIONS AS DETERMINED BY THE CONTRACTOR, THE CONTRACTOR SHALL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE SIGN POST FOUNDATION.
14. 705-11-1 AND 705-11-3 SHALL INCLUDE THE REMOVAL OF EXISTING DELINEATORS AT AREAS WHERE NEW DELINEATORS ARE BEING PROPOSED IN THE PLANS.
15. EXISTING OBJECT MARKERS AT EXISTING DRAINAGE STRUCTURE LOCATIONS SHALL REMAIN, UNLESS OTHERWISE NOTED ON THE PLANS.

PAY ITEM NOTES

700-1-50: SHALL INCLUDE AS NEEDED THE COST OF NEW POST AND ANY MISCELLANEOUS MATERIAL TO MEET VERTICAL CLEARANCE CRITERIA.



**CROSSWALK AND STOP BAR STRIPING DETAIL
NTS**

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Volkert, Inc. Certificate of Authorization No. 4641 Sarah Hill, PE 64647 1408 N. Westshore Blvd., Suite 600 Tampa, FL 33607 Phone: 813 375 1365 www.volkert.com		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 590 COUNTY PINELLAS FINANCIAL PROJECT ID 431491-52-01	
GENERAL NOTES		SHEET NO. S-4	

**EXHIBIT “B” - MAINTENANCE PLAN
NON-STANDARD 10’ CONCRETE SIDEWALK, SR 590 (N.E. COACHMAN
RD.), CITY OF CLEARWATER**

The City shall at all times maintain the Project in a reasonable manner and with due care in accordance with Department Guidelines and standards. Specifically, the City agrees to:

- (a) Maintain all Non-Standard 10’ Concrete Sidewalk pavement;
- (b) Remove from, or paint over, graffiti on pavement surfaces and structures on the Non-Standard 10’ Concrete Sidewalk;
- (c) Weekly remove residue accumulation, algae, sand, and any irregularities that could create slip or trip hazards. Uneven pavement or trip hazards greater than one-half inch (1/2”) will be identified by fluorescent paint and repaired by the City;
- (d) Mow, edge, and provide weed control to turfgrass areas between the Non-Standard 10’ Concrete Sidewalk and the edge of pavement of westbound SR 590 to the south, and to the Right-of-Way line or to the gravity wall, whichever is nearest, to the north; This maintenance shall be conducted a minimum of twice per month from May to October and once per month for the remainder of the year;
- (e) Pick up litter, to include all trash and debris within the Non-Standard 10’ Concrete Sidewalk limits twice a month and prior to each mowing cycle.
- (f) Maintain all relevant crosswalk pavement markings pertinent to the Non-Standard 10’ Concrete Sidewalk;
- (g) Maintain all detectable warning devices along the Non-Standard 10’ Concrete Sidewalk corridor in a good and safe condition.