

03.3

RESOLUTION NO. 2021- 178

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY IMPROVEMENTS ALONG SR-A1A FROM SUNSET LANE TO SE 1<sup>ST</sup> STREET; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.  
SECRETARY

June 4, 2021

Mr. Horacio Danovich  
City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060

RE: Joint Participation Agreement, ASN-90  
FM #: 441628-2-58-01  
Description: Roadway improvements along SR-A1A from Sunset Lane to S.E. 1<sup>st</sup>  
Street in Broward County, Florida

Dear Mr. Danovich:

Enclosed please find a copy of a fully executed JPA for the above referenced project. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

**Leos A. Kennedy, Jr.**  
Program Management Unit  
District Four

LK/s  
Enclosure: JPA Agreement,  
Copy: Brad Salisbury, FDOT Project Manager  
Work Program  
File

019.3

DUNS No.: 80-939-7102  
CFDA No.: N/A

Contract No.: ASN-90  
FM Nos.: 441628-2-58-01  
F.A.P No.: N/A  
FEID No.: VF-596-000-411

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT**

THIS Joint Participation Agreement (hereinafter referred to as "Agreement"), entered into this 4th day of June, 2021, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Pompano Beach, at 100 W. Atlantic Blvd., Pompano Beach, FL 33060, hereinafter referred to as the PARTICIPANT.

**WITNESSETH**

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT make certain enhancements in connection with Financial Management (FM) Number 441628-2-58-01 (Funded in Fiscal Year 2020 - 2021) for the roadway improvements along SR-A1A from Sunset Lane to S.E. 1<sup>st</sup> Street in Broward County, Florida. Refer to **Exhibit A** attached hereto and made of part hereof; and

WHEREAS, for purposes of this Agreement, enhancements to be made as stated above are hereinafter referred to as the Project; and

WHEREAS, said Project is on the State Highway System, is not revenue producing and is contained in the DEPARTMENT'S Adopted Work Program; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 2021-178 adopted      on      May 25, 2021, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data, and information pertaining to the Project available to the PARTICIPANT at no extra cost.
4. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT input in its decisions.
5. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or December 31, 2022, whichever occurs first.
6. The DEPARTMENT agrees to pay the PARTICIPANT for the Project described in **Exhibit A** of this Agreement. The total DEPARTMENT share towards this Project is an estimated amount not to exceed SIX HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND NO CENTS (\$679,153.00), for actual costs incurred. In the event the actual cost of the Project exceeds the DEPARTMENT'S share of SIX HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND NO CENTS (\$679,153.00), any additional cost shall be the sole responsibility of the PARTICIPANT.
7. The PARTICIPANT acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.
8. The PARTICIPANT is required to apply for and obtain a construction agreement permit, from the DEPARTMENT, for this Project. The PARTICIPANT shall not commence with the construction of the Project until all necessary permits are obtained, and the DEPARTMENT has provided the PARTICIPANT with a Notice to Proceed (NTP) for construction.
9. The PARTICIPANT must certify that the consultant has been selected in accordance with the Consultant Competitive Negotiation Act (Section 287.055, Florida Statutes). Consultants must be prequalified by the DEPARTMENT for design and construction engineering inspection services, respectively.
10. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Standard Plan and Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Design Manual (FDM), Manual for Uniform Minimum

Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual.

11. Contractors or their subcontractors must be prequalified by the DEPARTMENT, as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2021), as amended.
12. The CEI services will be provided by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel in writing. The PARTICIPANT is hereby precluded from hiring the same consulting firm providing design services.
13. The PARTICIPANT shall furnish Construction Engineering Inspection (CEI) Services for the Project at its sole cost and expense.
14. The PARTICIPANT shall provide quantifiable, measurable, and verifiable units of deliverables. The Project, identified as Project Number 441628-2-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit B**, Deliverables, attached hereto and a made apart hereof. The PARTICIPANT must obtain the prior written approval from the DEPARTMENT, if deviating from the Deliverables in **Exhibit B**, prior to the PARTICIPANT implementing the changes.
15. The PARTICIPANT may be paid based on the approved progress reports by the DEPARTMENT and is further conditioned upon the deliverables set forth in Exhibit B being achieved. The PARTICIPANT will submit a written progress report by the 15<sup>th</sup> day of each month detailing the actual construction/ services performed by the PARTICIPANT. Upon completion of monthly services, the PARTICIPANT will notify the DEPARTMENT's Project Manager, and/or the Department's Operations Engineer, who will be responsible for verification and acceptance of the services performed/deliverables.
16. Invoices shall be submitted by the PARTICIPANT, on a quarterly basis, in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.

All invoices submitted to the DEPARTMENT, by the PARTICIPANT, must be supported by approved progress reports substantiating the work performed and the amount invoiced, based on the services completed.

17. There shall be no reimbursement for travel expenses under this Agreement.
18. The PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period may not be paid. The final balance due under this Agreement will be paid upon the completion of all Project services, receipt of a detailed progress report, and when the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.
19. Upon completion of the work authorized by this Agreement, the PARTICIPANT shall notify the DEPARTMENT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and made a part hereof, as **Exhibit C**, Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deliverables along with an explanation that justifies the reason to accept each deviation. The final invoice shall be accompanied by a Notice of Completion, **Exhibit "C"**.
20. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under *Chapters 215 and 216, F.S.* If the DEPARTMENT determines that the performance of the PARTICIPANT is unsatisfactory, the DEPARTMENT shall notify the PARTICIPANT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The PARTICIPANT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the PARTICIPANT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the PARTICIPANT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the PARTICIPANT resolves the deficiency. If the deficiency is subsequently resolved, the PARTICIPANT may bill the DEPARTMENT for the retained amount during the next billing period. If the PARTICIPANT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
21. The PARTICIPANT agrees to comply with **Section 20.055(5), F.S.**, and to incorporate in all subcontracts the obligation to comply with **Section 20.055(5), F.S.**

22. The PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
23. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to *Section 55.03(1), F.S.*, will be due and payable, in addition to the invoice amount, to the PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced unless the PARTICIPANT requests payment. Invoices that have to be returned to the PARTICIPANT because of the PARTICIPANT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
24. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
25. The PARTICIPANT shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the PARTICIPANT's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
26. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 such 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 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 \$25,000.00 and which have a term for a period of more than 1 year."

27. The PARTICIPANT will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.
28. The PARTICIPANT is required to provide a formal written resolution approving the scope of this Agreement and all other proposed construction work along SR-A1A, within the city's limits. This resolution must be provided before the commencement of the construction work of the Project.
29. The PARTICIPANT is required to hold public hearings in order to gain public support/endorsement of the scope of this Agreement and all other proposed construction projects and access management plans along SRA1A within the city's limits. This resolution must be provided before the commencement of the construction work of the Project.
30. The PARTICIPANT agrees to include the following indemnification in all contracts with contractors, subcontracts, consultants, and subconsultants who perform work in connection with this Agreement:

To the fullest extent permitted by law the PARTICIPANT's contractor shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by the contractor in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

To the fullest extent permitted by law the PARTICIPANT's consultant shall indemnify and hold harmless the PARTICIPANT, the DEPARTMENT, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error

or omission, recklessness, or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT's and the PARTICIPANT's sovereign immunity.

31. The PARTICIPANT / Vendor/ Contractor:

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 PARTICIPANT / Vendor/Contractor during the term of the contract; and

shall 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.

32. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

33. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

34. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

35. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

36. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

If to the DEPARTMENT:

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: Leos A. Kennedy, Jr.  
With a copy to: Brad Salisbury  
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Pompano  
100 W. Atlantic Blvd.  
Pompano Beach, Florida 33458  
Attn: Horacio Donavich  
With A Copy to: City Attorney

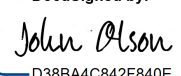
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IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution Number 2021-178, hereto attached.

CITY OF POMPANO BEACH:



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY:   
\_\_\_\_\_  
REX HARDIN, MAYOR

DocuSigned by:  
  
BY: \_\_\_\_\_  
D38BA4C842E840E...  
NAME: STEVEN C. BRAUN, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

BY:   
\_\_\_\_\_  
GREG HARRISON, CITY MANAGER

Witnesses:

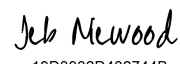
  
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(SEAL)

ATTEST:

  
\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

LEGAL REVIEW:

DocuSigned by:  
  
BY: \_\_\_\_\_  
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OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM:

BY:   
\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

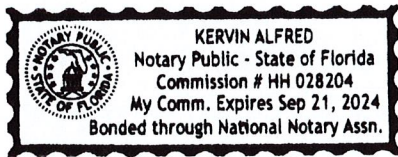
APPROVED:

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BY: \_\_\_\_\_  
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DISTRICT PROGRAM MGMT ADMINISTRATOR

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of May, 2021, by Rex Hardin as Mayor of City of Pompano Bch. a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

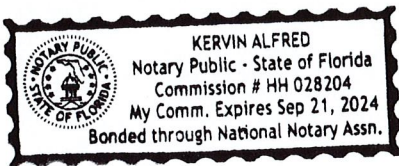
Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 25 day of May, 2021, by Gregory P. Harrison, Pompano Bch., who is personally known to me or who has produced \_\_\_\_\_, as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_

**Exhibit A**  
**SCOPE OF SERVICES**  
**FM No.: 441628-2-58-01**

All of the improvements are to be completed by the PARTICIPANT in accordance to the latest year of the Florida Design Manual Chapter 114 (Resurfacing, Restoration, and Rehabilitation) and FDOT Standard Plans/Specifications for Road and Bridge Construction.

Roadway

Mill and resurface the roadway. Upgrade curb ramps and crosswalks to comply with current standards.

Lighting

Intersection Lighting Retrofit Analysis and installation, if warranted.

Signalization

Upgrade pedestrian signalization to latest standards.

Signing and Pavement Markings

Restriping and replacement of existing signs where needed. Install any additional signage and pavement markings as necessary.

**Exhibit B**  
**Deliverables**  
**FM# 441628-2-58-01**

DESCRIPTION	QTY	UNIT
MOBILIZATION	LS	1.000
MAINTENANCE OF TRAFFIC	(LS)	1.000
TRAFFIC CONTROL OFFICER	MAI	832.000
WORK ZONE SIGN	ED	5378.000
CHANNEL ZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	157088.000
CHANNEL ZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNEL/ZING	FD	5280.000
ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	704.000
PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	444.000
TEMPORARY SIGNAL 1 ZAT /ON AND MAINTENANCE, INTERSECTION	ED	828.000
TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	828.000
INLET PROTECTION SYSTEM	EA	45.000
LITTER REMOVAL	AC	24.240
MOWING	AC	8.280
CLEARING AND GRUBBING	(LS)	1/(0.04 AC)
REMOVAL OF EXISTING CONCRETE	SY	1247.000
MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	32686.200
ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC - .9 .5 , PG 76 -22	TN	2645.000
INLETS, GUTTER, TYPE V, PARTIAL	EA	1.000
CONCRETE CURB & GUTTER, TYPE F	LF	825.000
CONCRETE CURB, TYPE B	LF	1228.000
CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	337.000
CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	3.91.000
BUS SHELTER PAD - CONCRETE	SY	468.000
PATTERNED PAVEMENT, VEHICULAR AREAS	SY	680.000
DETECTABLE WARNING	SY	714.000
GREEN COLORED PAVEMENT MARKINGS, BIKE LANE	SF	1697
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	463
SIGNAL CABLE, REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	150
SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	125
PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	15
ALUMINUM SIGNALS POLE, PEDESTAL	EA	6
ALUMINUM SIGNALS POLE, REMOVE	EA	3
PEDESTRAIN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	9
PEDESTRAIN SIGNAL, REMOVE PED SIGNAL - POLE/PEDESTAL TO REMAIN	AS	4
PEDESTRAIN DETECTOR, FURNISH & INSTALL, STANDARD	EA	9
PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	1
PEDESTRIAN DETECTOR, REMOVE, POLE/ PEDESTAL	EA	4
TUBULAR MARKER, DURABLE, 36" YELLOW POST	EA	27
SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	7
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	125
PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	
RETRO-REFLECTIVE PAVEMENT MARKERS (Y/Y)	EA	6550
RETRO-REFLECTIVE PAVEMENT MARKERS (W/R)	EA	8
RETRO-REFLECTIVE PAVEMENT MARKERS (B)	EA	22
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.005
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	3178
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	1754
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 EXTENSION, 6"	GM	0.602
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	54
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.1
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	267
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	1.397
THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	3178
THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	1754
THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 GAP EXTENSION, 6"	GM	0.602
THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2
THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	54
THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	267
THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	1436
THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	34
THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	34
THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.005
THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.1
THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	1.397

To: Leos.Kennedy@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASN90

6/1/2021

### CONTRACT INFORMATION

<b>Contract:</b>	ASN90
<b>Contract Type:</b>	AK - PROJ PARTICIPATION (PROJ PART)
<b>Method of Procurement:</b>	N - GOVERNMENT AGENCY ASSIGNMENT
<b>Vendor Name:</b>	CITY OF POMPANO BEACH
<b>Vendor ID:</b>	F596000411041
<b>Beginning Date of This Agreement:</b>	06/04/2021
<b>Ending Date of This Agreement:</b>	12/31/2022
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$679,153.00
<b>Description:</b>	Roadway Improvements along SR-A1A from Sunset Lane to S.E. 1st Street

### FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/1/2021**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010452
Expansion Option:	AA
Object Code:	134000
Amount:	\$679,153.00
Financial Project:	44162825801
Work Activity (FCT):	200
CFDA:	
Fiscal Year:	2021
Budget Entity:	55150200
Category/Category Year:	088797/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$679,153.00**

**EXHIBIT "C"**  
**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and the CITY OF POMPANO BEACH

PROJECT DESCRIPTION: ROADWAY IMPROVEMENTS ALONG SR-A1A FROM SUNSET LANE TO S.E. 1<sup>ST</sup> STREET

FPID#: 441628-2-58-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL: Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS IS AN EXHIBIT ONLY... NOT FOR EXECUTION!

03.3

RESOLUTION NO. 2021- 178

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ROADWAY IMPROVEMENTS ALONG SR-A1A FROM SUNSET LANE TO SE 1<sup>ST</sup> STREET; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 25<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
**REX HARDIN, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

## Kennedy, Leos

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**Subject:** Program Management Administrator Update / Responsible Charge

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**From:** Braun, Steve <Steve.Braun@dot.state.fl.us>

**Sent:** Thursday, May 27, 2021 10:47 AM

**To:** D4-MC <D4-MC@dot.state.fl.us>; D4-Program Management <D4-Program\_Management@dot.state.fl.us>; Bostian, Robert <Robert.Bostian@dot.state.fl.us>; Sonnett, Anson <Anson.Sonnett@dot.state.fl.us>

**Cc:** Chanel, Alia <Alia.Chanel@dot.state.fl.us>; LaHue, Ann <Ann.LaHue@dot.state.fl.us>; Von Behren, Nicole <Nicole.VonBehren@dot.state.fl.us>; Salazar, Claudia <Claudia.Salazar@dot.state.fl.us>; Godfrey-Baker, Monifa <Monifa.Godfrey-Baker@dot.state.fl.us>

**Subject:** Program Management Administrator Update / Responsible Charge

The District Program Management Administrator is currently advertised (position [55008017](#)). I will be moving forward with filling the position over the coming weeks. During this transition period responsible charge with signature authority for Program Management will be as follows:

- Miro Poss: [May 27 through June 4, 2021](#)
- Mark Madgar: [June 7 through June 11, 2021](#)
- Yuanet Letzelter: [June 14 through June 18, 2021](#)
- Sabrina Aubery: [June 21 through June 25, 2021](#)

Please afford Miro, Mark, Yuanet and Sabrina your usual cooperation and courtesy.

Thanks,  
Steve

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Steven C. Braun, P.E.  
Director of Transportation Development  
FDOT - District Four  
[steve.braun@dot.state.fl.us](mailto:steve.braun@dot.state.fl.us)  
Office: (954) 777-4143  
Cell: (954) 303-9192

## Kennedy, Leos

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**From:** Wetherell, Leslie  
**Sent:** Wednesday, June 2, 2021 7:55 AM  
**To:** Aubery, Sabrina; Poss, Miro; Madgar, Mark; Letzelter, Yuanet; Lucas, Julie; D4-PA  
**Subject:** Steve Braun: Responsible Charge - Transportation Development

FYI

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L. Wetherell  
Program Management  
(954) 777-4438  
(954) 789-1421 (cell)

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**From:** LaHue, Ann <Ann.LaHue@dot.state.fl.us> **On Behalf Of** Braun, Steve  
**Sent:** Tuesday, June 1, 2021 2:51 PM  
**To:** D4-MC <D4-MC@dot.state.fl.us>  
**Cc:** Godfrey-Baker, Monifa <Monifa.Godfrey-Baker@dot.state.fl.us>; Bostian, Robert <Robert.Bostian@dot.state.fl.us>; Peterson, Scott <Scott.Peterson@dot.state.fl.us>  
**Subject:** Responsible Charge - Transportation Development

While I am out of the office Wednesday, June 2 through Friday, June 4, 2021 John Olson will be in responsible charge and have my full signature authority.

Please afford John your usual courtesy and cooperation.

Steven C. Braun, P.E.  
Director of Transportation Development  
FDOT – District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309  
[Steve.braun@dot.state.fl.us](mailto:Steve.braun@dot.state.fl.us)  
Office: (954) 777-4143  
Cell: (954) 303-9192