



# PINELLAS PARK CITY COUNCIL

## AGENDA MEMORANDUM

**FROM:** Tom Nicholls, Public Works Administrator

**DATE:** May 24, 2011

**SUBJECT: FLORIDA DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT FOR MAINTENANCE OF THE MONOTUBE TRAFFIC SIGNAL STRUCTURE**


### BACKGROUND:

The Public Works Administrator will be present to discuss the Florida Department of Transportation Memorandum of Agreement for maintenance of the monotube traffic signal structure at the intersection of Park Blvd and 66th St. FDOT has requested a formalized agreement for maintenance of this traffic signal and has agreed to repaint the monotube.

### Attached Backup May Be Required:

- Attorney Approval
- Purchasing Approval
- OMB Approval
- Finance Approval
- Minutes from Board or Commission
- Document required for Council action

- Workshop Agenda
- Council Agenda

Department Head Approval 

City Manager Approval \_\_\_\_\_

**DISTRICT SEVEN  
MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 Pinellas Park a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the "City".

WITNESSETH

WHEREAS, the Department owns SR 693 (66<sup>th</sup> St.) right-of-way including road improvements thereon located between 66<sup>th</sup> Street (MP 5.377) and Park Boulevard (MP 2.705) in Pinellas County, Florida; and

WHEREAS, the Department has responsibility for operation and maintenance of the State Highway System; and

WHEREAS, the traffic signal span structure at the intersection of 66<sup>th</sup> St. and Park Boulevard (hereafter referred to as "the Structure") requires periodic exterior painting; and

WHEREAS, the Structure has features that are unique in design, requiring periodic maintenance; and

WHEREAS, the City has agreed to maintain the Structure 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 hereto recognize the need for entering into an agreement designating and setting forth the responsibilities of each party in maintaining the Structure; 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 covenant and agree as follows:

1. The Department agrees to paint the Structure within 30 days of execution of this Agreement. The City shall maintain the Structure in accordance with the provisions of the Maintenance Plan, attached hereto as Exhibit "A".
2. The Department recognizes that the City must comply with Section 166.241, Florida Statutes. This Agreement shall not be construed to modify, in any way, the City's obligations under that statute.

3. Maintenance of the Structure 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 this Agreement in accordance with paragraph 9.

4. The Department's Area Maintenance Office shall be notified forty-eight hours in advance of commencing any scheduled maintenance activities that require lane closures. Emergency repairs shall be performed without delay and the Area Maintenance Office notified immediately. The Area Maintenance Engineer is Brian Bennett, P.E.

5. Prior to any maintenance activity that may impact existing utilities, the City shall submit plans of the proposed work to all utilities with facilities within the limits of work for their review and comment. The City shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Prior to commencing any field activity, the City shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

6. If the City desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with all Departmental Maintenance of Traffic Regulations. The City shall have Maintenance of Traffic certified personnel supervise the set up and operation of such Maintenance of Traffic devices at the site of the construction or maintenance activity.

7. The Department will require the City to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the City or representatives of the City violate the conditions or intent of this Agreement as determined by the Department.

8. This Agreement shall become effective as of the date of execution by the Department's Director of Transportation Operations and shall remain in effect for the useful life of the Structure or until the Department removes and replaces the Structure, whichever is earlier.

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

10. This agreement shall not be construed to waive or alter either party's sovereign immunity or the limits, rights or requirements of Section 768.28, Florida Statutes. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

When either party receives notice of a claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver of any right herein.

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 decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

12. This Agreement embodies the entire agreement and understanding between the parties hereto 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.

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

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

15. 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 5211 Ulmerton Road, Clearwater, Fl. 33760 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 City of Pinellas Park 6051 78<sup>th</sup> Avenue, Pinellas Park, Fl. 33781 at such other address as the City may from time to time designate by written notice to the Department.

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

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

\_\_\_\_\_  
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

## **EXHIBIT "A" - MAINTENANCE PLAN**

The City shall at all times maintain the monotube signal structure in a reasonable manner and with due care. Specifically, the City agrees to:

- (a) Perform routine structural maintenance on the structure as required/recommended from latest FDOT structural inspection report. Examples of routine maintenance to the structure include but are not limited to: repainting or spot painting, tightening and replacement of nuts, bolts (not including anchor bolts), and other hardware; replacing missing cap covers; removal of soil accumulation around foundations; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; all signal related issues (lighting, signs and connections); grout pad repair and/or removal; tree trimming; vegetation management; graffiti removal; response to damage by traffic impact; and dirt and debris removal.
- (b) Upon notice the City shall have 120 calendar days to correct deficiencies identified in the FDOT structural inspection report. All routine structural maintenance performed on the structure by the City shall meet the requirements of the latest version of FDOT Standard Specifications for Road and Bridge Construction, Design Standards and Plans Preparation Manual.
- (c) At a minimum, fully repaint the structure when the existing coating system fails to protect the underlying steel structure from corrosion.



# PINELLAS PARK CITY COUNCIL

## WORKSHOP MEMORANDUM

**FROM: Tom Shevlin, Assistant City Manager/Community Development Administrator**

**DATE: May 24, 2011**

**SUBJECT: Pinellas Alternatives Analysis**


### BACKGROUND:

Scott Pringle, of Jacobs Engineering Group will be present to update City Council on the Pinellas Alternatives Analysis; a program to develop an interconnected regional transit system.

### Attached Backup May Be Required:

- Attorney Approval
- Purchasing Approval
- OMB Approval
- Finance Approval
- Minutes from Board or Commission
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