

SECTION No.: N/A
FM No.: 429366-1-52-01
COUNTY: BROWARD
S.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT, and **BROWARD COUNTY**, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Nova Drive from SW 82nd Avenue to SW 75th Avenue, as part of the County Roadway System; and

WHEREAS, pursuant to Sections 339.07, 339.08, and 339.12, Florida Statutes, and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116, and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as SR 817 / University Drive at Nova Drive , Financial Project ID 429366-1; hereinafter referred to as the "PROJECT", as more particularly described in Exhibit "A"; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Action on the _____ day of _____, _____, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its Mayor or Vice Mayor to do so;

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

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the PROJECT, as more particularly described in Exhibit "A".
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property related to or within the PROJECT, including easements and property acquired by the DEPARTMENT, to construct this PROJECT.

3. The AGENCY shall continue to maintain the existing roadway and any property related to or within the PROJECT owned by AGENCY until the DEPARTMENT begins construction of the PROJECT.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the PROJECT (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2014, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said PROJECT, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM); (b) Florida Green Book dated 2011, as amended; (c) Governing standards and specifications: FDOT Design Standards dated 2014, as amended; (d) Standard Specifications for Roadway and Bridge Construction dated 2014, as amended by contract documents; and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. This provision, however, shall not preclude the AGENCY from entering into agreements with other entities for maintenance of the Project.
5. The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the PROJECT.
6. Environmental and Occupancy permitting: If requested by the DEPARTMENT, the AGENCY shall sign as applicant and be responsible for the permits related to the PROJECT. Further, the AGENCY shall be in compliance with all permits after the construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the PROJECT.
7. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this PROJECT. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit.
8. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the PROJECT including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
9. The AGENCY shall execute "Local Government Right of Way Certification Statement", attached as Exhibit B, indicating that the PROJECT can be completed within the public right of way, and that no additional right of way is required.
10. 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 performance of the contract; and
- shall 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.

11. Indemnification: The DEPARTMENT shall include the following paragraph as part of Section 7-12.1 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, (January 2014), as amended, applicable to this PROJECT:

"The Contractor shall indemnify, and hold harmless, Broward County, 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 conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract."

12. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants, (January, 2014), as amended, applicable to this PROJECT:

"Cause Broward County to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract."

13. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

[The Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By _____
Transportation Development Director

_____ day of _____, _____

Approval :

Office of the General Counsel (Date)

FDOT Agreement 01/06/2014
MOA Broward County 429366-1.docx

BROWARD COUNTY, FLORIDA

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

County Administrator and the
Ex Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20____

Approval:

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Government Center Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-7641

By _____ 1/21/14
Signature (Date)

Risk Management Division

Jacqueline A. Binns

Print Name and Title above
Risk Insurance and
Contracts Manager

By _____ 1/27/14
Al A. DiCalvo (Date)

Assistant County Attorney

By _____ 1/28/14
Michael J. Kerr (Date)
Chief Trial Counsel

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EXHIBIT A

PROJECT IMPROVEMENTS AND SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Construct Typical Section by:

- Roadway widening,
- milling and resurfacing,
- constructing curb and gutter,
- constructing drainage,
- pavement markings
- sidewalk
- roadway signing.

Proposed Typical Section west of University:

- WestBound
 - Right Turn Lane
 - Urban Shoulder
 - Thru Lane
- EastBound
 - Double Left Turn Lanes
 - Two Thru Lanes
 - Right Turn Lane

Proposed Typical Section east of University:

- WestBound
 - Double Right Turn Lanes
 - Bike Lane
 - Thru Lane
 - Left Turn Lane
- Exist Traffic Separator to remain
- EastBound
 - Two Thru Lanes
 - Bike Lane

EXHIBIT B

LOCAL GOVERNMENT RIGHT-OF-WAY CERTIFICATION STATEMENT

No Additional Right of Way Required


LOCAL AGENCY: BROWARD COUNTY STATE ROAD: N/A
R/W ITEM/SEGMENT NO.: N/A DESCRIPTION: Nova Drive at University Drive / SR 817
CONST. ITEM SEGMENT NO.: 429366-1-52-01
F.A.P. NO.: _____ LETTING DATE: 7/30/2014

I, the signature below certify and represent that the following interests in land (Right of Way) will NOT be required for the construction of this project:

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – may be used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement that is a permanent part of the transportation facility or that requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by the local government executing this statement for the purpose of restoration and harmonization. There are no encroachments within existing right of way that impact the construction project.

Local Agency: BROWARD COUNTY



* SIGNATURE

February 12, 2014

DATE

Frank J. Guiliano

PRINTED NAME

Right of Way Supervisor

TITLE

*NOTE: (Must be authorized employee of the local agency)