

**SECTION No.:** 86570500 & 86570501  
**FM No.:** 431665-1-52-01  
**AGENCY:** Broward County  
**C.R. No.:** 2016-496

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT ("Agreement")**, made and entered into this \_\_\_\_day of \_\_\_\_\_, 20\_\_, 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, hereinafter called the AGENCY collectively referred to as ("Parties).

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over NW 19<sup>th</sup> Street, as part of the County Roadway System from SR-7/US-441 to NW 31<sup>st</sup> Avenue; 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 the AGENCY is desirous of having this improvement constructed; 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 Financial Project ID 431665-1-52-01, which involves adding bike lanes and rehabilitation of NW 19<sup>th</sup> Street from SR-7/US-441 to NW 31<sup>st</sup> Avenue; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

**WHEREAS**, the DEPARTMENT may not spend state funds for off-system projects; and

**WHEREAS**, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; 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 Resolution 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 officers 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**. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project. The AGENCY shall satisfy any tree permits.
3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for Mowing and Litter Removal during the duration 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 2018, 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), current edition, (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2018, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, roadway pavement, pavement markings, sidewalk facilities, traffic signal, and pedestrian signals. Additionally, upon final acceptance the DEPARTMENT shall convey all acquired property interests to the AGENCY. The Department shall give the AGENCY ten (10) days notice before final acceptance.
  - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. No additional right of way is required for the Project. The Project can be completed within the AGENCY's public right of way.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint 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 and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute



all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

8. 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 and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
  - a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Drainage: The drainage system is closed throughout the project limits. Inlets will be replaced/adjusted in widening areas.
11. 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.
12. 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 during the term 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 contractor during the contract term.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
14. 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 2018), 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.”

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

16. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

[This space intentionally left blank.]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements approved by Broward County Risk Management Division

By W. Fletcher 12-22-17  
Signature (Date)

WAYNE FLETCHER  
Print Name and Title above  
RISK MANAGER

Approved as to form by Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By M. Moore 12/28/17  
Maya A. Moore (Date)  
Assistant County Attorney

M. J. Kerr 12/28/17  
Michael J. Kerr  
Deputy County Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

By: \_\_\_\_\_  
Transportation Development Director

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approval :

\_\_\_\_\_  
Office of the General Counsel (Date)

**SECTION No.:** 86570500 & 86570501  
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## **EXHIBIT A**

### **PROJECT SCOPE**

All improvements between the project limits, SR-7/US-441 to NW 31<sup>st</sup> Avenue, are to be completed by DEPARTMENT within the AGENCY's existing 72'-90' right-of-way.

#### **Typical Section**

This project is a Broward County MPO project to add continuous bicycle lanes on both sides of NW 19th Street between US-441/SR-7 and NW 31<sup>st</sup> Avenue as follows:

- 5-lane undivided urban typical (with a 10-ft. dual two-way left turn lane), four 10-ft. travel lanes, 4-ft. bike lanes and 5-6 ft. concrete sidewalk.

#### **Signing and Pavement Markings**

New pavement markings and bike lane signage will be installed in accordance with current Design Standards, the PPM, and the MUTCD. Additionally, only impacted or conflicting signage will be replaced.

#### **Signalization**

Pedestrian countdown signals will be installed/upgraded at signalized intersections.

#### **Drainage**

The drainage system is closed throughout the project limits. Inlets will be replaced/adjusted in widening areas. Damaged inlets/pipes will be analyzed for potential replacement/repair.

#### **Permits**

The Department will acquire in the AGENCY's name.

#### **Lighting**

Impacted light poles due to minor widening will be relocated as needed. Lighting Retrofits will be constructed at two intersections (SR 7 at NW 19th St. and SR-845/Powerline Rd at NW 19th St.)

#### **ADA**

At intersections and widening locations, curb ramps will be upgraded to meet ADA standards.

#### **Railroad**

Existing railroad crossing just west of I-95 (no impacts anticipated).



Resolution 2016-496

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, SUPPORTING THE BROWARD METROPOLITAN PLANNING ORGANIZATION'S MOBILITY PROJECT TO CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES ALONG NW 19<sup>TH</sup> STREET FROM SR 7 TO POWERLINE ROAD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization ("MPO") has funds under its Mobility Project to construct bicycle and pedestrian facilities along NW 19<sup>th</sup> Street from SR 7 to Powerline Road ("Project"); and

WHEREAS, the Project is on a County road located within the cities of Fort Lauderdale and Lauderhill; and

WHEREAS, the MPO, the Florida Department of Transportation ("FDOT"), the cities of Fort Lauderdale and Lauderhill, and Broward County ("County") have collaborated to develop the Project to improve bicycle and pedestrian safety (FDOT FM# 4316651); and

WHEREAS, FDOT is also developing conceptual plans for the Project that will also include, among other things, eliminating travel lanes on NW 19<sup>th</sup> Street between NW 31<sup>st</sup> Avenue and Powerline Road in order to add buffered bicycle lanes; and

WHEREAS, the conceptual plans are scheduled to be presented in January 2017 to the stakeholders that will be impacted by the Project; and

WHEREAS, the County is the owner of the road right-of-way for NW 19<sup>th</sup> Street within the Project and is committed to continue funding the operation and maintenance of NW 19<sup>th</sup> Street; and



1           WHEREAS, the Project will further the County Commission's goal to "support the  
2 development, design and construction of sustainable, multi-modal transportation facilities  
3 throughout the County, to meet the demands of residents, travelers, businesses and the  
4 community"; and

5           WHEREAS, FDOT will be the agency responsible for design and construction  
6 activities for the Project; and

7           WHEREAS, FDOT will design and construct the Project to meet or exceed the  
8 "Minimum Standards Applicable to Public Rights-of-Way Under Broward County  
9 Jurisdiction," Chapter 25 of the Broward County Administrative Code, NOW,  
10 THEREFORE,

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12           BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
13 BROWARD COUNTY, FLORIDA:

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15           Section 1.   The foregoing "Whereas" clauses are hereby ratified and confirmed  
16 as being true and correct, and are hereby made a specific part of this Resolution.

17           Section 2.   The Board of County Commissioners of Broward County, Florida,  
18 hereby supports the Mobility Project to construct bicycle and pedestrian facilities along  
19 NW 19<sup>th</sup> Street from SR 7 to Powerline Road.

20           Section 3.   SEVERABILITY.

21           If any portion of this Resolution is determined by any Court to be invalid, the invalid  
22 portion shall be stricken, and such striking shall not affect the validity of the remainder of  
23 this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot  
24 be legally applied to any individual(s), group(s), entity(ies), property(ies), or

1 circumstance(s), such determination shall not affect the applicability hereof to any other  
2 individual, group, entity, property, or circumstance.

3 Section 4. EFFECTIVE DATE.

4 This Resolution shall become effective upon adoption.

5  
6 ADOPTED this 1<sup>st</sup> day of November, 2016. #2

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8 Approved as to form and legal sufficiency:  
9 Joni Armstrong Coffey, County Attorney

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11 By /s/ Maya A. Moore 09/02/16  
12 Maya A. Moore (date)  
13 Assistant County Attorney

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22 MAM:hb  
19thStreet-SR7toPowerline.final  
23 09/02/16  
16-008.00  
24 16-088.00