

**SECTION No.:** 86000067  
**FM No.:** 431698-1-52-01  
**AGENCY:** Broward County  
**C.R. No.:** N/A

**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 Peters Road, as part of the Broward County Roadway System from Pine Island Road to SR-817/University Drive; 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 431698-1-52-01, which involves adding bicycle lanes on the eastbound and westbound sides of Peters Road by widening, resurfacing and restriping the existing roadway and installation of ADA compliant pedestrian ramps at intersections and improvements to bus stops, when impacted by the pavement widening. ; 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 \_\_\_\_\_, 20\_\_, 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
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. No further permit or agreement shall be required to construct this project. The AGENCY shall satisfy any tree permits.
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, bicycle lanes, ADA compliant curb ramps, sidewalks, bus stops and pavement markings. 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. 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.
11. 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.
12. 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.
13. 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.”

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

15. 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.A. 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.:** 86000067  
**FM No.:** 431698-1-52-01  
**AGENCY:** Broward County  
**C.R. No.:** N/A

**EXHIBIT A**

**PROJECT SCOPE**

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

**Typical Section:** New typical section shall include pavement widening to add continuous 5-foot designated bicycle lanes, with 3-foot buffer where applicable, on the eastbound and westbound sides of roadway. The lane width will be 11 feet.

**Curb Ramps:** New ADA compliant pedestrian ramps shall be installed at intersections, when impacted by the widening of pavement for bicycle lanes.

**Signing and Pavement Markings:** Existing signing and pavement markings shall be upgraded.

**Drainage:** Drainage structures will be adjusted and/or modified when located in the area of pavement widening for the bicycle lanes.

**Landscape:** Trees that are impacted by the pavement widening for the bicycle lanes will be evaluated for survivability and relocated within the project limit, if required. Landscape irrigation system impacted by the pavement widening will be repaired.

**Other:** Existing concrete pad bus stops impacted by pavement widening for the bicycle lanes will be replaced by in-kind bus stops. Green patterned pavement will be added on the bicycle lanes.

Resolution No. 2017-031

1  
2 A RESOLUTION OF THE BOARD OF COUNTY  
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
4 SUPPORTING THE BROWARD METROPOLITAN  
5 PLANNING ORGANIZATION'S MOBILITY PROJECT TO  
6 CONSTRUCT BICYCLE AND PEDESTRIAN FACILITIES  
7 ALONG PETERS ROAD FROM UNIVERSITY DRIVE TO  
8 PINE ISLAND ROAD; AND PROVIDING FOR  
9 SEVERABILITY AND AN EFFECTIVE DATE.

10 WHEREAS, the Broward Metropolitan Planning Organization ("MPO") has funds  
11 under its Transportation Improvement Program (FM 431698-1-52-01) to construct  
12 bicycle and pedestrian facilities along Peters Road between University Drive and Pine  
13 Island Road ("Project"); and

14 WHEREAS, the Project is on a County road within the City of Plantation ("City");  
15 and

16 WHEREAS, the MPO collaborated with the Florida Department of Transportation  
17 ("FDOT"), the City, and Broward County ("County") to develop the Project to improve  
18 bicycle and pedestrian safety; and

19 WHEREAS, FDOT will be the agency responsible for design and construction  
20 activities on the Project; and

21 WHEREAS, FDOT requires a resolution supporting its role as the Project's  
22 designer and construction administrator; and

23 WHEREAS, the MPO requires a resolution from the County supporting the  
24 Project; and

WHEREAS, County, as the owner of the Project right-of-way, is committed to  
continue funding the operation and maintenance of Peters Road; and



1 WHEREAS, this Project will further the goal of the Board of County  
2 Commissioners of Broward County, Florida ("Board"), to "support the development,  
3 design and construction of sustainable, multi-modal transportation facilities throughout  
4 the County, to meet the demands of residents, travelers, businesses and the  
5 community"; and

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

10  
11 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
12 BROWARD COUNTY, FLORIDA:

13  
14 Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed  
15 as being true and correct, and are hereby made a part of this Resolution.

16 Section 2. The Board supports the MPO's Project to improve conditions for  
17 bicyclists and pedestrians along Peters Road from University Drive to Pine Island Road.

18 Section 3. The Board supports FDOT as the project designer and construction  
19 administrator.

20 Section 4. SEVERABILITY.

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

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

3 Section 5. EFFECTIVE DATE.

4 This Resolution shall become effective upon adoption.

5  
6 ADOPTED this 14<sup>th</sup> day of February, 2017. #-3  
7

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

12  
13 By /s/ Maya A. Moore 02/02/17  
14 Maya A. Moore (date)  
15 Assistant County Attorney  
16  
17  
18  
19  
20  
21

22 MAM:hb  
23 Peters Road Reso.doc  
24 02/02/17  
17-008.00  
17-088.00