

SECTION No.: 86000240 / 86080500
FM No.: 437851-1-52-01
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 NW 136th Avenue, as part of the Broward County Roadway System from the north right of way line of westbound SR 84 to north of the North New River Canal; 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 NW 136 Ave at SR 84 with Financial Project ID 437851-1, which involves NW 136 Avenue from the north right of way line of westbound SR 84 to approximately 800 ft. north of the north right of way line of North New River Canal; 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 Action 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.
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 FY 2018-19, as amended (d) Standard Specifications for Roadway and Bridge Construction dated January 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, the Roadway of NW 136th Avenue from the intersection of westbound SR-84 and NW 136th Avenue to just north of the North New River Canal, reconstructed existing bridges (bridge numbers 860399 and 868303), roadways, sidewalks, drainage, signing and pavement markings, signalization, and all appurtenances built within the Project Limits for the benefit of the Project. 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

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 Tim Levey 7/12/18
Signature (Date)

By Maya A. Moore 7/13/18
Maya A. Moore (Date)
Assistant County Attorney

Tim Levey Property Specialist
Print Name and Title above

By Michael J. Kerr 7/20/18
Michael J. Kerr (Date)
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)

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EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way on NW 136th Avenue and all acquired property interests to be acquired by the DEPARTMENT for AGENCY.

Intersection improvements at SR 84 and NW 136 Ave from north of right of way line of westbound SR 84 to approximately 800 ft. north of north right of way line of North New River Canal. The proposed work includes:

- On northbound NW 136 Ave, build curb and gutter with three 11-foot lanes, 5-foot bike lane, guardrail, 8-foot sidewalk with 42-inch pedestrian railing. On southbound NW 136 Ave, build curb and gutter with two 11-foot through lanes, two 11-foot left turn lanes, one 11-foot right turn lane, 5-foot bike lane, 8.5-ft sidewalk with 42-inch pedestrian railing.
- On NW 136 Ave, reconstruct northbound and southbound Bridge over New River Canal to provide third South Bound through lane.
- Construct 4-foot traffic separator between north and south bound travel lanes on NW 136 Ave.
- Add new signage for south bound turning movements on NW 136 Avenue and replace the existing diagonal span wire at the westbound SR 84 intersection with new mast arm assemblies.
- Construct additional French drain system and improved interconnects to the existing drainage system to accommodate the added impermeable areas within the project limits.

Permits:

The FDOT will acquire in the AGENCY's name the following Permits:

- SFWMD ROW permit
- SFWMD ERPS Permit
- COE Permit
- Wetland Resource Permit