

SECTION No.: 86000176
FM No.: 436685-1-52-01
AGENCY: Broward County
C.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, is entered into this ____ day of _____, 20__, 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 21st Avenue, as part of the Broward County roadway system from Oakland Park Boulevard to Commercial Boulevard; 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's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agree to have the DEPARTMENT construct certain improvements as part of Financial Project ID 436685-1, which involves the widening of NW 21st Avenue to add buffered bicycle lanes and filling of sidewalk gap locations, replace existing bridge over C-13 Canal, upgrading curb ramps, and upgrading traffic signalization at the intersection of NW 39th Street and NW 44th Street; hereinafter referred to as the "Project", more particularly described in **Exhibit A**; 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 with the AGENCY to maintain the Project; 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 recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property to construct this Project. No further permit or agreement from the Agency shall be required to construct this Project.
4. 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.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2018, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2016, as amended (c) governing standards and specifications: FDOT Design Standards dated FY 2017-18, 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 maintaining roadway pavement, a bridge, drainage structures and pipes, concrete sidewalk, concrete curb and gutter, signalization, signing and pavement markings. The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - a. The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's public right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY, upon DEPARTMENT'S final acceptance of the Project.
8. 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.

9. 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 relocate and adjust its own utilities including connection with utility customers.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
11. Drainage: See **Exhibit A**.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the Project including but not limited to executing documents and allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and/or controlled by the AGENCY or any other occupancy right the AGENCY may have.
13. 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.
14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
15. 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 2019), 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.”

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

17. 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__

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  _____ 11/21/18
Maya A. Moore (Date)
Assistant County Attorney

By  _____ 11/21/18
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 Broward County right-of-way.

NW 21st Avenue road project, Financial Project ID 436685-1, from Oakland Park Boulevard to Commercial Boulevard includes:

Typical Section: New typical section includes pavement widening to add continuous 5-foot designated bicycle lanes with 3-foot buffer where applicable, in the northbound and southbound directions of the roadway. The lane widths will be 11 feet in both directions.

Curb Ramps and Sidewalk: New ADA compliant pedestrian ramps will be installed at intersections, when impacted by the widening of pavement for bike lanes. Sidewalks will be installed for connectivity to existing sidewalks where there are gaps.

Bridge: The existing NW 21st Avenue bridge over the C-13 canal will be replaced with a new bridge.

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

Signalization: New mast arms will be installed at the intersections of NW 21st Avenue at NW 39th Street and NW 21st Avenue at NW 44th Street due to impacts by the widening. Also, new pedestrian signals at the intersections of NW 21st Avenue at Prospect Road and NW 21st Avenue at Oakland Park Boulevard will be replaced due to impacts of widening.

Drainage: Drainage structures and pipes will be installed within the project limits as needed.

Permits: DEPARTMENT will acquire in the AGENCY's name.

Lighting: No lighting improvements are included in this Project.

Landscape: Trees that are impacted by the pavement widening for the bike lanes will be evaluated for survivability and may be relocated within the project limits by the Agency or the City of Oakland Park.

Other: Existing concrete bus stops pads impacted by pavement widening for the bike lanes will be replaced by in-kind bus stops pads. Green patterned pavement will be added for bicycle lanes per Broward County Standards, the MUTCD, and the Florida Green Book.