

**SECTION No.: 86518501 & 86518502**  
**FM No.: 435925-1-52-01**  
**AGENCY: BROWARD COUNTY**  
**C.R. No.: N/A**

**DISTRICT FOUR**  
**HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS 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 Prospect Road, as part of the Broward County Roadway System from SR 870/Commercial Boulevard to SR 811/Dixie Highway; 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**, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 435925-1-52-01, which involves resurfacing, roadway widening to accommodate bicycle lanes, sidewalk, curb ramps, drainage, signing and pavement markings, traffic signal adjustments, planter areas with irrigation sleeves, and lighting retrofit (at the Powerline Road signalized intersection only); hereinafter referred to as the "Project", as 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 from the AGENCY to maintain the Project; and

**WHEREAS**, the DEPARTMENT may not spend state funds for off-system projects; 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 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 July 2019, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall maintain said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (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 2019-2020, as amended (d) Standard Specifications for Roadway and Bridge Construction dated July 2019, 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, sidewalk, curb ramp, driveways, drainage, signing, pavement markings, traffic signals, and lighting. 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.
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 the 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 relocation or adjustment of the utility 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.
10. **Signals:** The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
11. **Drainage:** The AGENCY shall continue to maintain the existing drainage system until the DEPARTMENT begins construction of the Project.
12. **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.
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, it is agreed that 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 (July 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

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**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

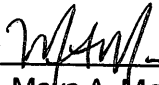
ATTEST:

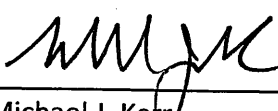
\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its 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  5/21/19  
Maya A. Moore (Date)  
Assistant County Attorney

By  5/21/19  
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.

This is a Broward County Metropolitan Planning Organization (MPO) Mobility Priority project along Prospect Road from SR 870 / Commercial Boulevard to SR 811 / Dixie Highway. The main purpose of the Project is to add bicycle lanes using minor roadway widening and lane elimination.

**Typical Section**

- Prospect Road from SR 870 / Commercial Blvd. to NW 10th Avenue: It consists of a suburban divided section with 4 travel lanes (10' inside lanes and 11' outside lanes), 5' bicycle lanes, a 15.5' sodded median, and 5' sidewalks that are separated from the roadway by a 11.25' sodded buffer.
- Prospect Road from NW 10<sup>th</sup> Avenue to SR 811 / N. Dixie Hwy: It consists of an urban divided section with 4 travel lanes (10' inside lanes and 11' outside lanes), 7' buffered bicycle lanes, a 15.5' sodded median, 7.25' planter areas with irrigation sleeves, type F curb and gutter, and 5' sidewalks.

**Signing and Pavement Markings**

Replace substandard signing. Install any additional signage necessary to conform to current standards. Install pavement markings, including continuous green colored bike lane with white symbols and signage on both directions.

**Signalization**

Relocated existing traffic signal heads to be aligned with new lane configuration.

**Drainage**

The drainage system is open from SR 870 / Commercial Blvd. to just west of SR 845 / Powerline Rd. and a closed drainage system from just west of Powerline Rd. to Dixie Highway. The Project proposes additional catch basins and exfiltration trenches to compensate for the additional impervious areas.

**Permits**

The Project is exempt from a modification to the existing Environmental Resource Permit (ERP No. 79-180). The Project is also exempt from Broward County Environmental Protection and Growth Management Surface Water Management License.

**Lighting**

Upgrade lighting at signalized intersection with SR 845 / Powerline Road.

**Landscape**

Landscape is not part of the scope of the Project.