

SECTION No.: 86000082
FM No.: 436196-1-52-01
COUNTY: Broward County
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component COUNTY of the State of Florida, hereinafter called the DEPARTMENT and Broward County, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the COUNTY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the COUNTY has jurisdiction over SW 40th Avenue, as part of the County roadway system from N of SW 54th Street to SW 53rd Street and N of SW 49th Court to Griffin Road; 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 COUNTY's geographical limits and the COUNTY agrees to have 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 with the COUNTY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the COUNTY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 436196-1, which involves roadway widening for bike lane, and sidewalk installation; 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 COUNTY 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 COUNTY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The COUNTY shall allow the DEPARTMENT and its contractors to enter onto the existing COUNTY property to construct this Project. No further permit or agreement from the COUNTY shall be required to construct this Project.
4. The COUNTY shall continue to maintain the existing roadway and any property owned by COUNTY until the DEPARTMENT begins construction of the Project. The COUNTY 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 2019, as amended), and Notice thereof to the COUNTY, the COUNTY 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 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 maintaining roadway and sidewalk. The Department shall give the COUNTY ten (10) days notice before final acceptance.
 - a. The COUNTY grants 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 COUNTY's existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the COUNTY, upon DEPARTMENT's final acceptance of the Project.
8. Environmental permitting: If requested by the DEPARTMENT, the COUNTY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the COUNTY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the COUNTY. To the extent permitted by law, the COUNTY shall indemnify the DEPARTMENT for any violations by the COUNTY of any permits issued to the DEPARTMENT or jointly to the COUNTY and the DEPARTMENT after construction is complete. The COUNTY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the COUNTY shall be the applicant.

9. Utilities: The COUNTY 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 COUNTY right of way and proposed right of way. This shall also include having the COUNTY require the utility to relocate or adjust if the utility is there by permit, as necessary.
 - a. COUNTY'S Utilities: The COUNTY shall relocate and adjust its own utilities including connection with utility customers.
10. Signals: The COUNTY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
11. Drainage: Drainage will be included to accommodate the roadway widening and sidewalk installation.
12. Unforeseen issues: If unforeseen issues shall arise, the COUNTY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the COUNTY upon which the Project is to be constructed or any property adjacent thereto.
13. E-verify requirements: The COUNTY:
 - 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 COUNTY 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 Request for Proposal (RFP) Conceptual plans/document. 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 713.2 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

MICHAEL KERR Digitally signed by MICHAEL KERR
Date: 2020.09.30 09:16:26 -04'00'
By _____
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 COUNTY's existing right-of-way.

Summary of Work

The project proposes to widen SW 40th Avenue to add 5 feet bike lane and install sidewalk in both directions from N of SW 54th Street to SW 53rd Street and N of SW 49th Court to Griffin Road. The project will realign SW 40th Avenue from SW 49th Court to Griffin Road to accommodate for a wider turning radius at the SW corner of SW 40th Avenue and Griffin Road.

Typical Section

The proposed typical section consists of a two-lane two-way roadway with an intermittent two-way left-turn lane in the center of the roadway. The travel lanes are 11-ft wide with a 5-foot bike lane. Continuous concrete sidewalk will be provided on both sides of the roadway.

ADA

Proposed sidewalks will be ADA compliant.

Landscape

Landscape is limited to the evaluation of existing trees and analysis of design scheme to mitigate impact. Trees impacted by the proposed design will be removed or relocated by the COUNTY prior to construction.

Signing and Pavement Markings

All signing and pavement markings will be updated to ensure conformance with the Manual on Uniform Traffic Control Devices (MUTCD).

Drainage

Drainage will be included to mitigate the additional impervious area and additional runoff. Curb and gutter are not provided.

Permits

FDOT will acquire permits from US Army Corps of Engineers and South Florida Water Management District in the COUNTY'S name.