

SECTION No.: 86530500
FM No.: 435808-5
AGENCY: Broward County
C.R. No.: CR 840

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, 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, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Cypress Creek Road from Powerline Road to the SFRTA Railroad, as part of the Broward County roadway system; 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, 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, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 435808-5-52-01, which involves roadway improvements to Cypress Creek Road; 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, 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 Board Action on the _____ day of _____, 20__, has authorized its officers to execute this agreement.

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. 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 2022, 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 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022-23, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2022, 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 elements, drainage system, shared use path, signing and pavement markings, signals, lighting, and landscape.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
 - b. The DEPARTMENT shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the Project within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
6. No additional right of way is required for the Project. The Project can be completed within the AGENCY's existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
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 solely responsible for ensuring that the Project remains 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. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.

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. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.
 - 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 effect signal and interconnect connections for the Project.
11. Drainage: The drainage improvements within each system will include modifying the existing swales, implementing proposed inlets, and maintaining connectivity of the proposed/modified roadways. The stormwater management systems will also include exfiltration trenches to improve the water quality and maintain the existing conditions discharge rates for each system.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY 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 AGENCY upon which the Project is to be constructed or any property adjacent thereto.
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. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
16. 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 2022), as amended, applicable to this Project:

“Cause Broward County 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.”
17. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
18. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope
 - **Exhibit B:** Project Location and Typical Sections

[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 State of Florida DEPARTMENT of Transportation, signing by and through its _____, duly authorized to execute same.

AGENCY

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: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite
423115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Al A DiCalvo Digitally signed by Al A DiCalvo
Date: 2022.05.11 13:43:16
-04'00'
Al DiCalvo (Date)
Senior Assistant County Attorney

By: Michael J. Kerr Digitally signed by Michael J. Kerr
Date: 2022.05.11 15:43:02 -04'00'
Michael J. Kerr (Date)
Deputy County Attorney

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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.

Summary of Work

The Project consists of modifications to Cypress Creek Road from Powerline Road to the SFRTA railroad. The roadway improvements along Cypress Creek Road within the Project limits include milling and resurfacing, minor widening, lane width modifications, and new curb and gutter. A 10' shared use path will be added along both sides of the roadway to accommodate pedestrians and bicyclists. Existing signals will be modified or replaced at the intersections of Powerline Road and NW 6th Way. The project also includes drainage, signing and pavement marking, lighting, and landscape improvements along the roadway.

Typical Section

The proposed typical section within the project limits varies from 3 lanes in each direction to 4 lanes in each direction separated by a raised median with intermittent right and left turn lanes. There are 10' inside lanes with an 11' outside lane and curb and gutter along both sides. A 10' shared use path is proposed along both sides of the roadway separated from the roadway by a varying landscape buffer.

ADA

Proposed shared use paths will be ADA compliant.

Signing and Pavement Markings

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

Signalization

Existing signals will be modified or replaced at the intersections of Powerline Road and NW 6th Way to meet County standards.

Drainage

Drainage will be included to mitigate the additional impervious area and additional runoff.

Permits

The DEPARTMENT will acquire all permits in the AGENCY's name.

Lighting

Existing lighting will be upgraded as needed or new lighting will be provided to meet current lighting standards along the corridor.

Landscape

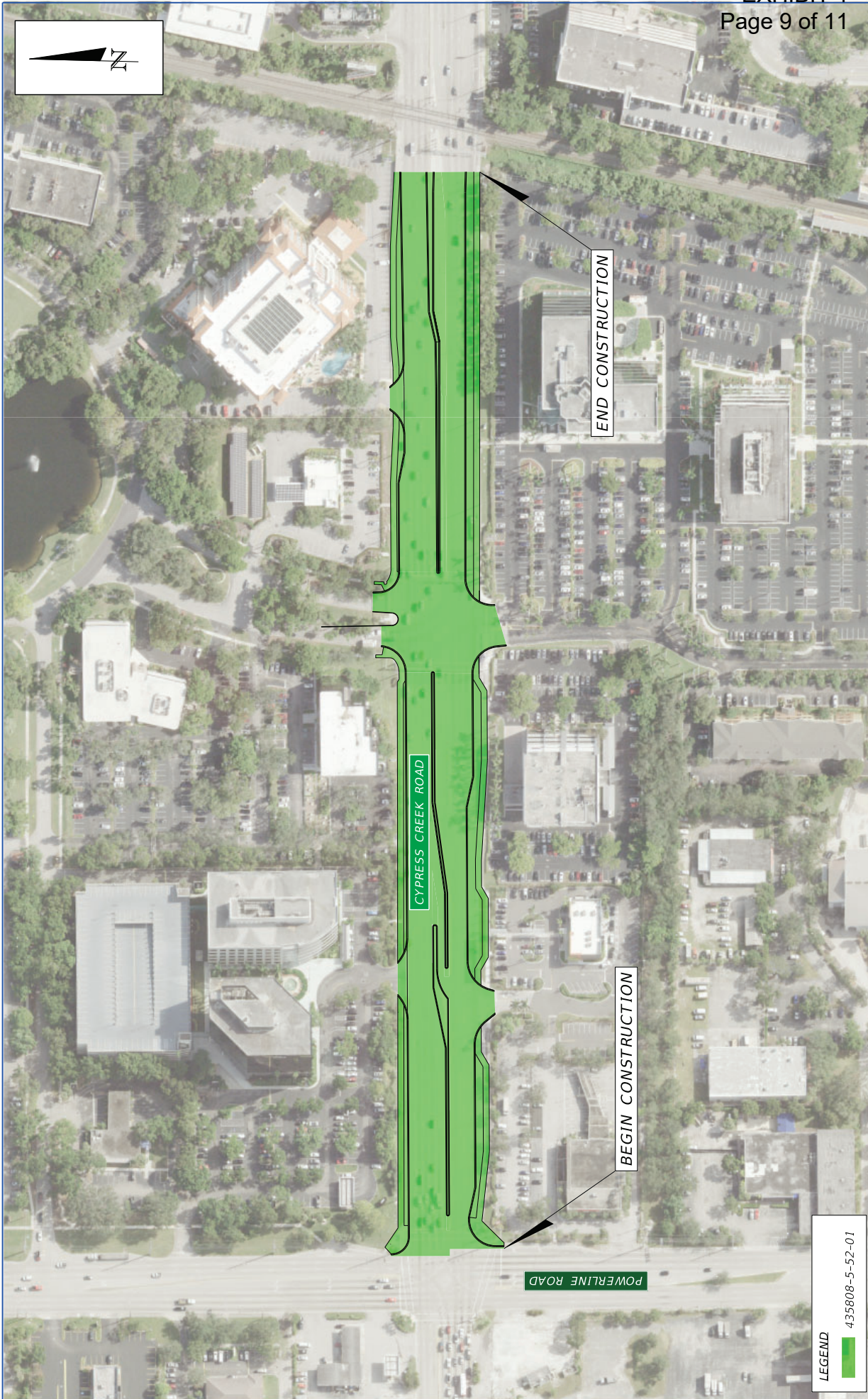
Landscaping will be provided along the north and south sides of the corridor within the landscape buffer.

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EXHIBIT B

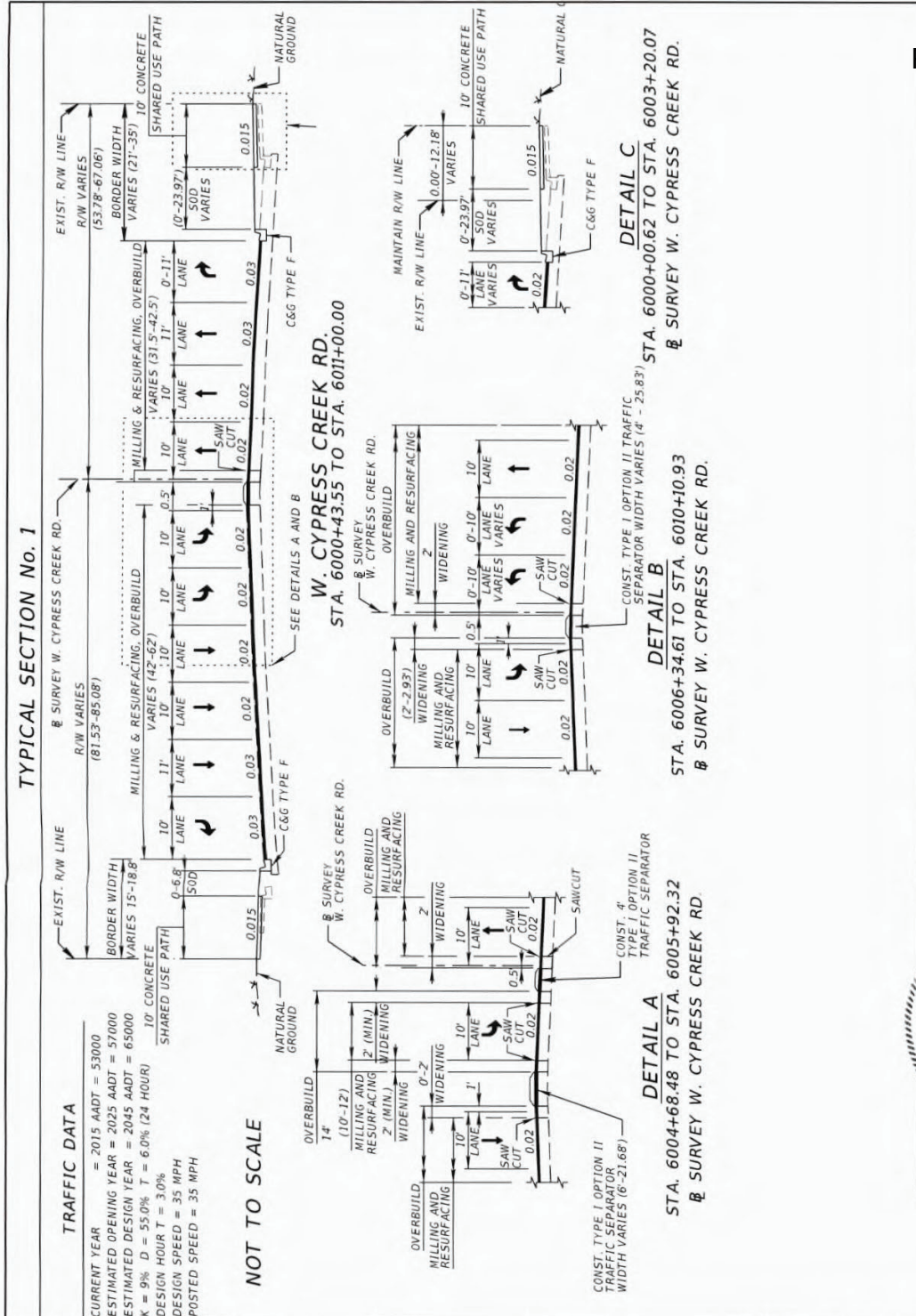
Project Location and Typical Sections



LEGEND
435808-5-52-01

DATE	DESCRIPTION	REVISIONS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				PROJECT LIMITS		SHEET NO.
			ROAD NO.	COUNTY	FINANCIAL PROJECT ID				1
				BROWARD	435808-5-52-01				

PROJECT CONTROLS CONTEXT CLASSIFICATION () C1 : NATURAL () C3C : SUBURBAN COMM. () C2 : RURAL () C4 : URBAN GENERAL () C2T : RURAL TOWN () C5 : URBAN CENTER () C3R : SUBURBAN RES. () C6 : URBAN CORE () N/A : L.A. FACILITY (X) N/A FUNCTIONAL CLASSIFICATION () INTERSTATE () MAJOR COLLECTOR () FREEWAY/EXPWY. () MINOR COLLECTOR (X) PRINCIPAL ARTERIAL () LOCAL () MINOR ARTERIAL HIGHWAY SYSTEM () NATIONAL HIGHWAY SYSTEM () STRATEGIC INTERMODAL SYSTEM () STATE HIGHWAY SYSTEM (X) OFF-STATE HIGHWAY SYSTEM ACCESS CLASSIFICATION () 1 - FREEWAY () 2 - RESTRICTIVE w/Service Roads () 3 - RESTRICTIVE w/660 ft. Connection Spacing () 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing () 5 - RESTRICTIVE w/440 ft. Connection Spacing () 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing () 7 - BOTH MEDIAN TYPES (X) 8 - N/A CRITERIA (X) NEW CONSTRUCTION / RECONSTRUCTION (FLORIDA GREEN BOOK) () RESURFACING (LA FACILITIES) () RRR (ARTERIALS & COLLECTORS)		POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION: HORIZONTAL CLEARANCE FOR SHARED USE PATH DESIGN VARIATION	
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MANUEL A. SAUCEDO
PROFESSIONAL ENGINEER
No. 45988
STATE OF FLORIDA

DESIGN SPEED/FDOT CONCURRENCE

JOHN OLSON, P.E.
FDOT DISTRICT DESIGN ENGINEER

DESIGN SPEED/FDOT CONCURRENCE

ALEJANDRO PEREZ, P.E.
ACTING COUNTY ENGINEER

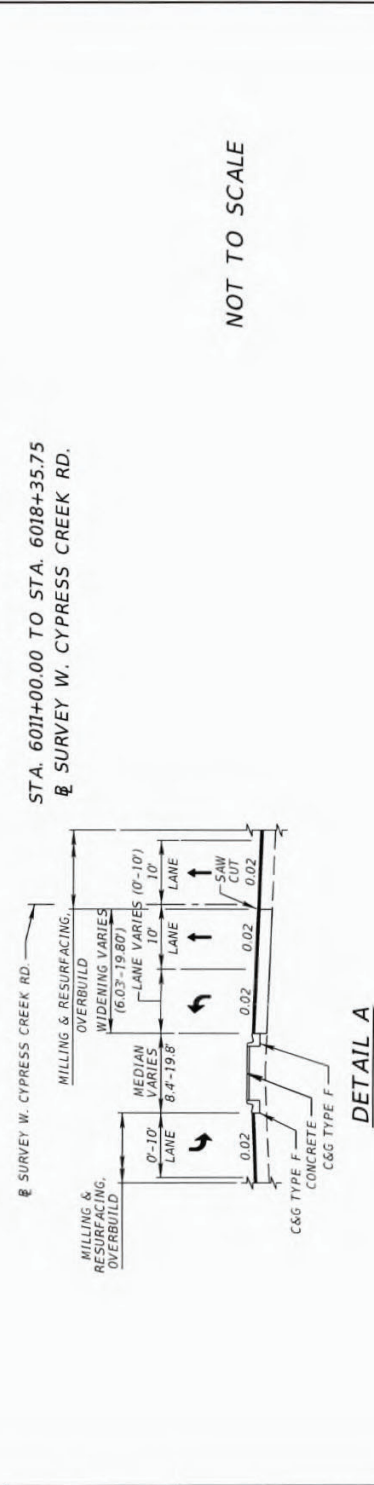
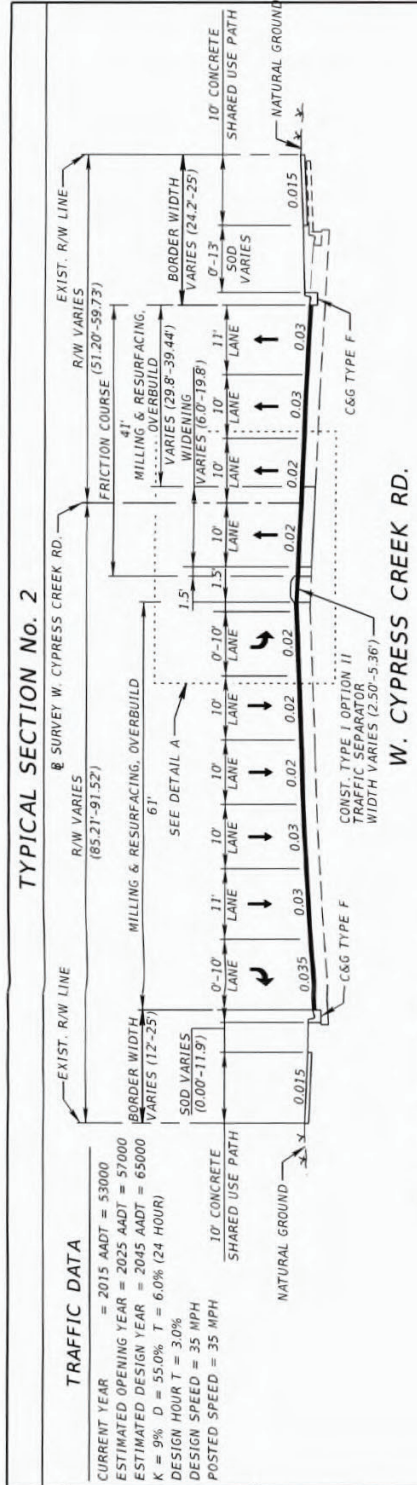
BROWARD COUNTY
TYPICAL SECTION CONCURRENCE

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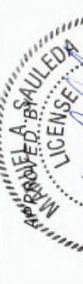
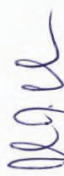
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PROJECT CONTROLS CONTEXT CLASSIFICATION () C1 : NATURAL () C3 : SUBURBAN COMM. () C2 : RURAL () C4 : URBAN GENERAL () C2T : RURAL TOWN () C5 : URBAN CENTER () C3R : SUBURBAN RES. () C6 : URBAN CORE () N/A : L.A. FACILITY (X) N/A FUNCTIONAL CLASSIFICATION () INTERSTATE () MAJOR COLLECTOR () FREEWAY/EXPWY. () MINOR COLLECTOR (X) PRINCIPAL ARTERIAL () LOCAL () MINOR ARTERIAL	HIGHWAY SYSTEM () NATIONAL HIGHWAY SYSTEM () STRATEGIC INTERMODAL SYSTEM () STATE HIGHWAY SYSTEM (X) OFF-STATE HIGHWAY SYSTEM ACCESS CLASSIFICATION () 1 - FREEWAY () 2 - RESTRICTIVE w/Service Roads () 3 - RESTRICTIVE w/660 ft. Connection Spacing () 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing () 5 - RESTRICTIVE w/440 ft. Connection Spacing () 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing () 7 - BOTH MEDIAN TYPES (X) 8 - N/A	CRITERIA (X) NEW CONSTRUCTION / RECONSTRUCTION (FLORIDA GREEN BOOK) () RESURFACING (LA FACILITIES) () RRR (ARTERIALS & COLLECTORS) POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION: HORIZONTAL CLEARANCE FOR SHARED USE PATH DESIGN VARIATION
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NOT TO SCALE

DESIGN SPEED/FDOT CONCURRENCE  No. 45088 STATE OF FLORIDA PROFESSIONAL ENGINEER DATE 05/12/20 MANUEL A. SAULS, P.E. ENGINEER OF RECORD SIGNATURE	DESIGN SPEED/FDOT CONCURRENCE  JOHN OLSON, P.E. FDOT DISTRICT DESIGN ENGINEER	BROWARD COUNTY TYPICAL SECTION CONCURRENCE 7/10/2020  ALEJANDRO PEREZ, P.E. ACTING COUNTY ENGINEER	FINANCIAL PROJECT ID	435808-5-52-01
			SHEET NO.	3