

SECTION No.: 86000066/86523500
FM No.: 443948-1-52-01
AGENCY: Broward County
C.R. No.: CR 736

**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 and collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Davie Boulevard Extension/Peters Road from SW 51st Avenue to SR-7, 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 443948-52-01, which involves roadway improvements to Davie Boulevard Extension/Peters Road from SW 51st Avenue to SR-7; 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 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 2019, 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 2024-25, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2025, 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, all roadway, curbing, raised medians, new sidewalks, signing, pavement markings, drainage, and signalization components.
 - a. The AGENCY grants 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. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the DEPARTMENT or the AGENCY's sovereign immunity.

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, at no expense to the Department.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
11. Drainage: New drainage structures to be added in raised medians.
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, if applicable: 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 2023), 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.”
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

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through it's Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024; and State of Florida Department of Transportation, signing by and through its District Development Director duly authorized to execute same.

AGENCY

ATTEST

BROWARD COUNTY, by and through its
Board of County Commissioners

By: _____

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

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: **Al A DiCalvo** Digitally signed by Al A DiCalvo
Date: 2024.02.07 12:32:45 -05'00'

Al DiCalvo (Date)

Senior Assistant County Attorney

By: **Al A DiCalvo** Digitally signed by Al A DiCalvo
Date: 2024.02.07 14:08:44 -05'00'

Michael J. Kerr (Date)

Deputy County Attorney

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

John Krane, P.E. (Date)

Director of Transportation Development

Approval:

By: _____

Francine Steelman (Date)

Assistant General Counsel
Office of the General Counsel

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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.

EXISTING TYPICAL SECTION: The existing typical section on Davie Boulevard Extension/Peters Road from SW 51st Avenue to SR-7 consists of a five-lane roadway that includes a two-way left turn lane, and sidewalk in each direction. Existing curb and gutter is to remain on both sides of the road throughout the corridor.

ROADWAY: Milling and resurfacing for the entire project limits and construction of a raised median to eliminate the two-way left turn limited to a portion from approximately SW 46th Avenue to SR-7. Full width sidewalk from back of existing curb and gutter to back of existing sidewalk.

ADA: Existing crossings and ramps will be brought up to ADA standards.

SIGNING AND PAVEMENT MARKINGS: Install new signing and pavement markings as required.

DRAINAGE: Existing drainage system to remain. Proposed new drainage structures at new medians.

SIGNALIZATION: Existing signalization will be brought up to current standards at Davie Boulevard Extension/Peters Road and the intersection with the northeasterly connector to the original Peters Road including pedestrian signals and installation of flexible backplates.