



CITY OF
FORT LAUDERDALE

CITY CLERK

2014 MAY 21 PM 3: 23

Transportation and Mobility
Department

Memorandum #14-35

DATE: May 21, 2014

TO: Jonda Joseph, City Clerk

FROM: Diana Alarcon, Director, Transportation and Mobility

DAA

SUBJECT: Florida Department of Transportation, District Four – Highway Maintenance
Memorandum of Agreement

Please find attached a fully executed original of the above-referenced document.

If you have any questions, please contact me at (954) 828-3764.

Thank you.

Attachment (1)

c: Robert Dunkel, Assistant City Attorney

*3-18-14
M-12
14-0132*

CITY CLERK

2014 MAY 21 PM 4: 34

SECTION No.: N/A
FM No.: 433165-1-52-01
COUNTY: BROWARD
S.R. No.: N/A

DISTRICT FOUR HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over:

- SW 4th Avenue from SW 34th Street to SR-84, as part of the City 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 geographical limits; 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, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Broward Mobility Projects Sidewalk and Bike Lane, Financial Project ID 433165-1; hereinafter referred to as the "PROJECT", as more particularly described in Exhibit "A"; 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 18th day of March, 2014, 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 DEPARTMENT has undertaken and obtained the approval of Federal participation for the PROJECT, as more particularly described in Exhibit "A".
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements and property acquired by the DEPARTMENT, to construct this PROJECT.

3. The AGENCY shall continue to maintain the property owned by AGENCY until the DEPARTMENT begins construction of the PROJECT.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the PROJECT, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2014, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said PROJECT, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book dated 2011, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2014, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2014, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. This provision, however, shall not preclude the AGENCY from entering into agreements with other entities for maintenance of the Project.
5. The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the PROJECT.
6. Environmental and Occupancy permitting: If requested by the DEPARTMENT, the AGENCY shall sign as 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. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project.
7. 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. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit.
8. 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.
9. The AGENCY shall execute "Local Government Right of Way Certification Statement", attached as Exhibit B, indicating that the PROJECT can be completed within the public right of way, and that no additional right of way is required.
10. 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 subcontractor during the contract term.

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

[The Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

ATTEST:

Approval:

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSION

By: SEE ATTACHED CITY SIGNATURE PAGE



_____ day of _____, 2014

Approved as to form by

Telephone:
Facsimile:

By _____ (Date)

Title:

By _____ (Date)

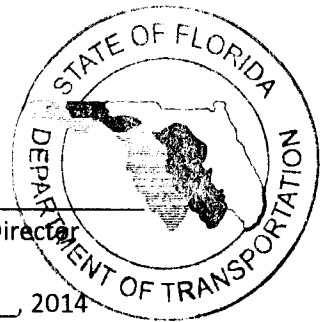
Title:

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

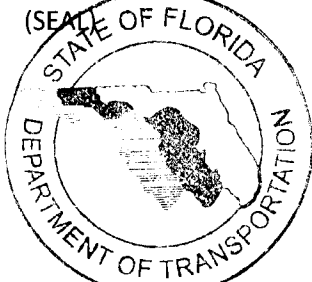
By _____
Transportation Development Director

16th day of May, 2014



ATTEST:

Lynn Lewis
Executive Secretary



FDOT Agreement 02/10/2014
MOA Ft Lauderdale-B 433165-1.docx

Approval :

Debra Radwan 5/16/2014
Office of the General Counsel (Date)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

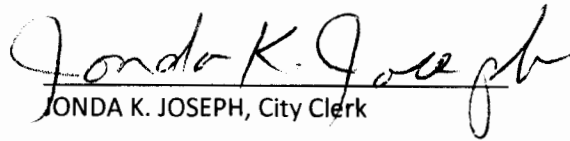
CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By 
JOHN R. "JACK" SEILER, Mayor

By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk

Approved as to form:


COLE J. COPERTINO
Assistant City Attorney

SECTION No.: N/A
FM No.: 433165-1-52-01
COUNTY: BROWARD
S.R. No.: N/A

EXHIBIT A

PROJECT IMPROVEMENTS AND SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

- SW 4th Avenue from SW 34th Street to SR-84 (SW 24th Street)
 - Widen the roadway toward the median, mill and resurface to create bicycle facilities on both sides of the corridor.

LOCAL GOVERNMENT RIGHT-OF-WAY CERTIFICATION STATEMENT

No Additional Right of Way Required

LOCAL AGENCY: CITY OF FORT LAUDERDALE STATE ROAD: N/A
 R/W ITEM/SEGMENT NO.: N/A DESCRIPTION: SW 4th Ave from SW 34th Street to SR-84
 CONST. ITEM SEGMENT NO.: 433165-1-52-01
 F.A.P. NO.: 8886-312-A LETTING DATE: 4/28/2014

I, the signature below certify and represent that the following interests in land (Right of Way) will NOT be required for the construction of this project:

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – may be used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement that is a permanent part of the transportation facility or that requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The concept plans have been compared to current right of way data and the right of way, as shown, will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by the local government executing this statement for the purpose of restoration and harmonization. There are no encroachments within existing right of way that impact the construction project.

Local Agency: CITY OF FORT LAUDERDALE

* SIGNATURE

DATE

PRINTED NAME

TITLE

***NOTE:** (Must be authorized employee of the local agency)