

**SECTION NO.:** 86180000, 86050000  
**FM No.(s):** 430601-1-52-01  
**COUNTY:** Broward  
**S.R. No.:** A1A

**DISTRICT FOUR**

**MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, 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 existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road A1A as part of the State Highway System as described in Exhibit A; and

**WHEREAS**, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway and pedestrian improvements, specifically In-Roadway Warning Lights, hereinafter called IRWL, within the right-of-way of State Road A1A as described within Exhibit B, within the corporate limits of the **AGENCY**; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road A1A; and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all the specific elements constructed under Project Number 430601-1-52-01 to include, but is not limited to, all components associated with the IRWL, within State Road A1A between Mile Post (M.P.) 1.501 and M.P. 3.320, as detailed within **Exhibit A** (Project Location Description and Map).

**WHEREAS**, the Project involves the scope of work as described within **Exhibit A** (Project Location, Description and Map) and **Exhibit B** (Construction Plans), which will benefit the **AGENCY**; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designation and setting forth the responsibilities of each party; and

**WHEREAS**, the **AGENCY** by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2015, 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. **INSTALLATION OF FACILITIES**

- A. The **DEPARTMENT** has issued Project Number 430601-1-52-01 to include, but is not limited to, IRWL within State Road A1A between Mile Post (M.P.) 1.501 and M.P. 3.320, as detailed within **Exhibit A** (Project Location, Description and Map).and **Exhibit B** (Construction Plans), which will benefit the **AGENCY**.
- B. The **AGENCY** shall be invited to assist the **DEPARTMENT** in the final acceptance of the related improvements by the **DEPARTMENT** associated with the roadway construction project.

### 3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the IRWL improvements and appurtenances to be installed under Project Number 430601-1-52-01. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all said IRWL elements within the limits of construction within the **DEPARTMENT'S** Right-of-Way. Maintenance shall be as indicated below and in accordance with **Exhibit C** (Maintenance Plan Requirements).
  - 1) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**
  - 2) The **AGENCY** shall maintain the IRWL in a safe condition for bicycle and pedestrian use. If the pedestrian walkway and related IRWL is damaged such that any portion is not structurally stable or presents a safety hazard to the public, it shall be repaired to a safe condition immediately.
- B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this Agreement and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD).
- C. If it becomes necessary to provide utilities (electricity) to these improvements, all costs associated with the utilities, including, but not limited to the impact and connection fees, and the on-going cost of utility usage for electrical, are the maintaining **AGENCY'S** responsibility.
  - 1) The **AGENCY** shall be directly responsible for impact and connection

AND

- 2) The **AGENCY** shall become responsible for the above named ongoing utility

costs upon final acceptance of the construction project (including the improvements) by the **DEPARTMENT** and thereafter. The project is accepted prior to the start of the Contractor's Warranty Period if applicable.

AND

- 3) The **AGENCY** shall be responsible for the improvements immediately after final acceptance of the construction project by the **DEPARTMENT**.
- D. The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or AGREEMENT termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
- E. Any work impacting traffic flow on A1A or adjacent state roadways must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.
4. NOTICE OF MAINTENANCE DEFICIENCIES
- A. If, at any time while the terms of this AGREEMENT are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this AGREEMENT, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the CITY OF FORT LAUDERDALE CITY MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 3) If there is no standard equivalent item or if in the **DEPARTMENT'S** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.

- 4) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove within the limits of the **DEPARTMENT'S** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel, all of the improvements installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
- 3) By the **DEPARTMENT**, with a six (6) month written notice.

7. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for Fifty (50) years.

8. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the

Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

9. E-VERIFY REQUIREMENTS

The **AGENCY** shall

- 1) 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
- 2) 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.

10. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

12. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

13. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

14. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this agreement is decided.

15. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421  
District Maintenance Engineer

If to the **AGENCY:**

City of Fort Lauderdale  
100 North Andrews Ave.  
Fort Lauderdale, FL 33301  
Title: City Manager

16. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Map  
Exhibit B: Construction Plans  
Exhibit C: Maintenance Plan Requirements

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

**CITY OF FORT LAUDERDALE**

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

By: \_\_\_\_\_  
JOHN P. "JACK" SEILER, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
LEE R. FELDMAN, City Manager

Date: \_\_\_\_\_

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JONDA K. JOSEPH, City Clerk

Date: \_\_\_\_\_

Legal Approval

\_\_\_\_\_  
RHONDA M. HASAN  
Assistant City Attorney

Date: \_\_\_\_\_

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

DEPARTMENT:

ATTEST:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Executive Secretary  
(SEAL)

By \_\_\_\_\_  
Courtney Drummond, P.E., Director of Operations

Date: \_\_\_\_\_

Approval as to Form:

By \_\_\_\_\_  
Dawn Raduano, District General Counsel

Date: \_\_\_\_\_



**SECTION NO.:** 86180000, 86050000  
**FM No.(s):** 430601-1-52-01  
**COUNTY:** Broward  
**S.R. No.:** A1A

**EXHIBIT A**

PROJECT LOCATION, DESCRIPTION AND MAP

**Location:**

Project number 430601-1-52-01 is located along State Road A1A between Mile Post (M.P.) 1.501 and M.P. 3.320.

**Description of Work:**

The project includes milling and resurfacing of the existing roadway. The project includes the installation of In-Roadway Warning Lights (IRWL) at the following crosswalk locations:

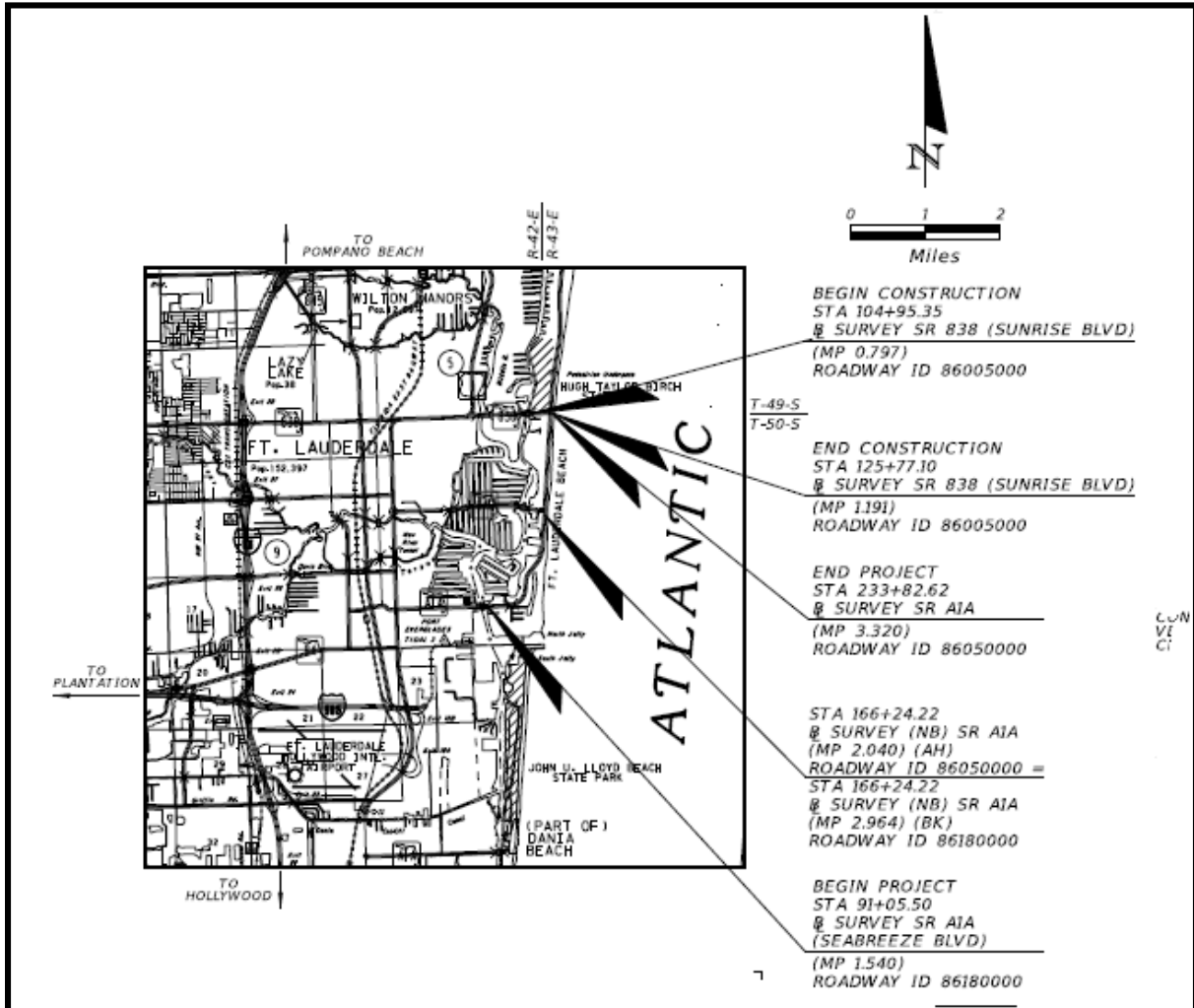
Northern leg of the intersection of A1A and Belmar Street  
Northern leg of the intersection of A1A and Auramar Street  
Northern leg of the intersection of A1A and Windamar Street  
Northern leg of the intersection of A1A and Viramar Street  
Northern leg of the intersection of A1A and Granada Street  
Northern leg of the intersection of A1A and Seville Street  
Southern leg of the intersection of northbound A1A and Valencia Street  
Southern leg of the intersection of northbound A1A and Poinsettia Street  
Approximately 370 feet north of SE 5<sup>th</sup> Street on northbound A1A  
Approximately 700 feet south of SE 5<sup>th</sup> Street on northbound A1A  
Approximately 700 feet south of SE 5<sup>th</sup> Street on southbound A1A.

It will be the responsibility of the **AGENCY** to maintain the features described in this agreement.

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND MAP



**SECTION NO.:** 86180000, 86050000  
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**COUNTY:** Broward  
**S.R. No.:** A1A

**EXHIBIT B**

CONSTRUCTION PLANS - (attached)

Construction plans prepared by Marwan Mufleh, PE with Kimley-Horn and Associates, Inc. dated February 20, 2015 as approved by the **DEPARTMENT**.

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	L-7	Lighting Plans
14	L-8	Lighting Plans
15	L-9	Lighting Plans
16	L-10	Lighting Plans
17	L-11	Lighting Plans
18	L-12	Lighting Detail
19	L-13	Lighting Detail

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**COUNTY:** Broward  
**S.R. No.:** A1A

## **EXHIBIT C**

### **MAINTENANCE PLAN REQUIREMENTS**

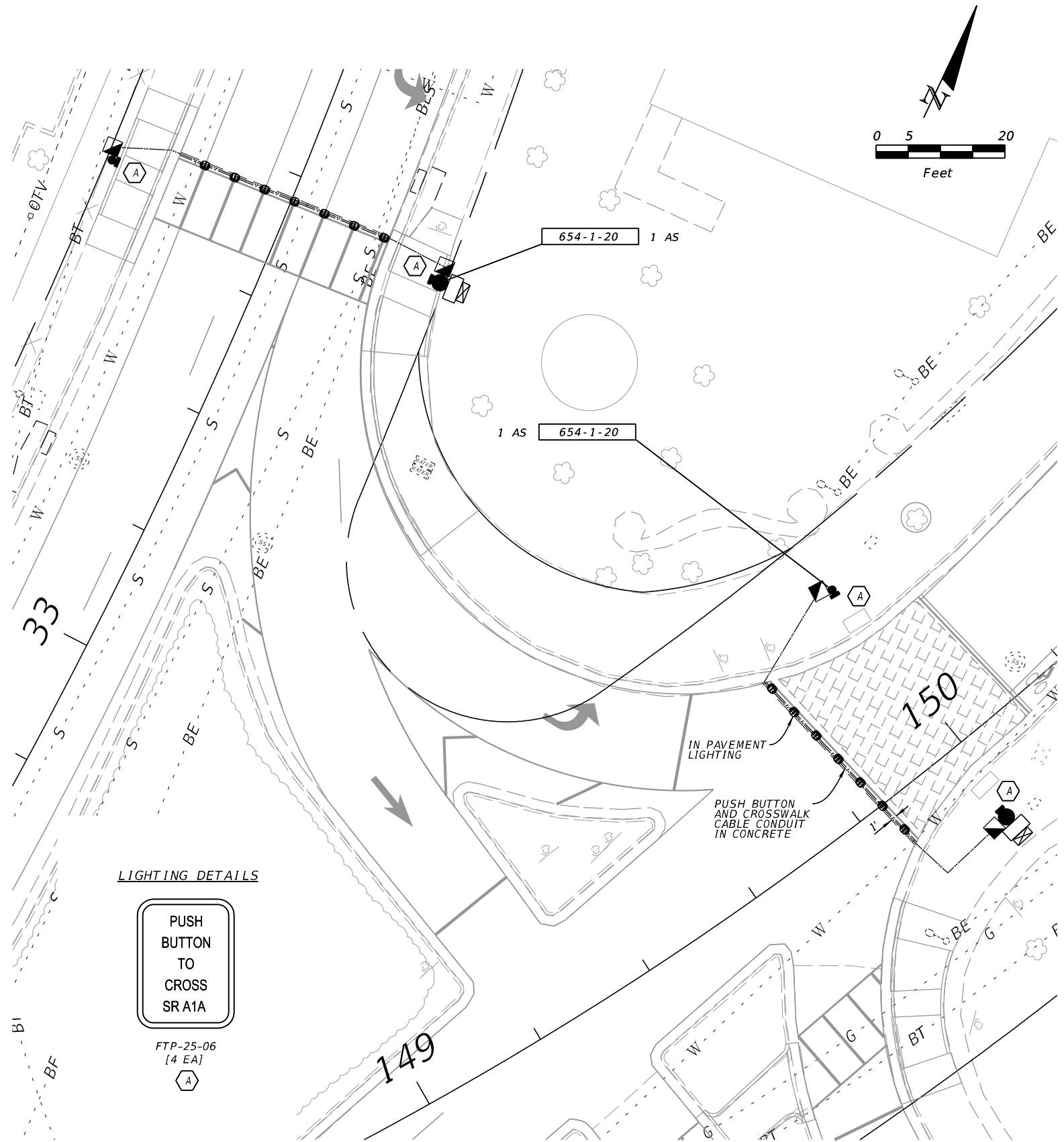
The **AGENCY** shall maintain the In-Roadway Warning Lights (IRWL) in accordance with the manufacturer's requirements and recommendations.

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the IRWL within the **DEPARTMENT** Right-of-way in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted to the **DEPARTMENT'S** District Maintenance Engineer and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

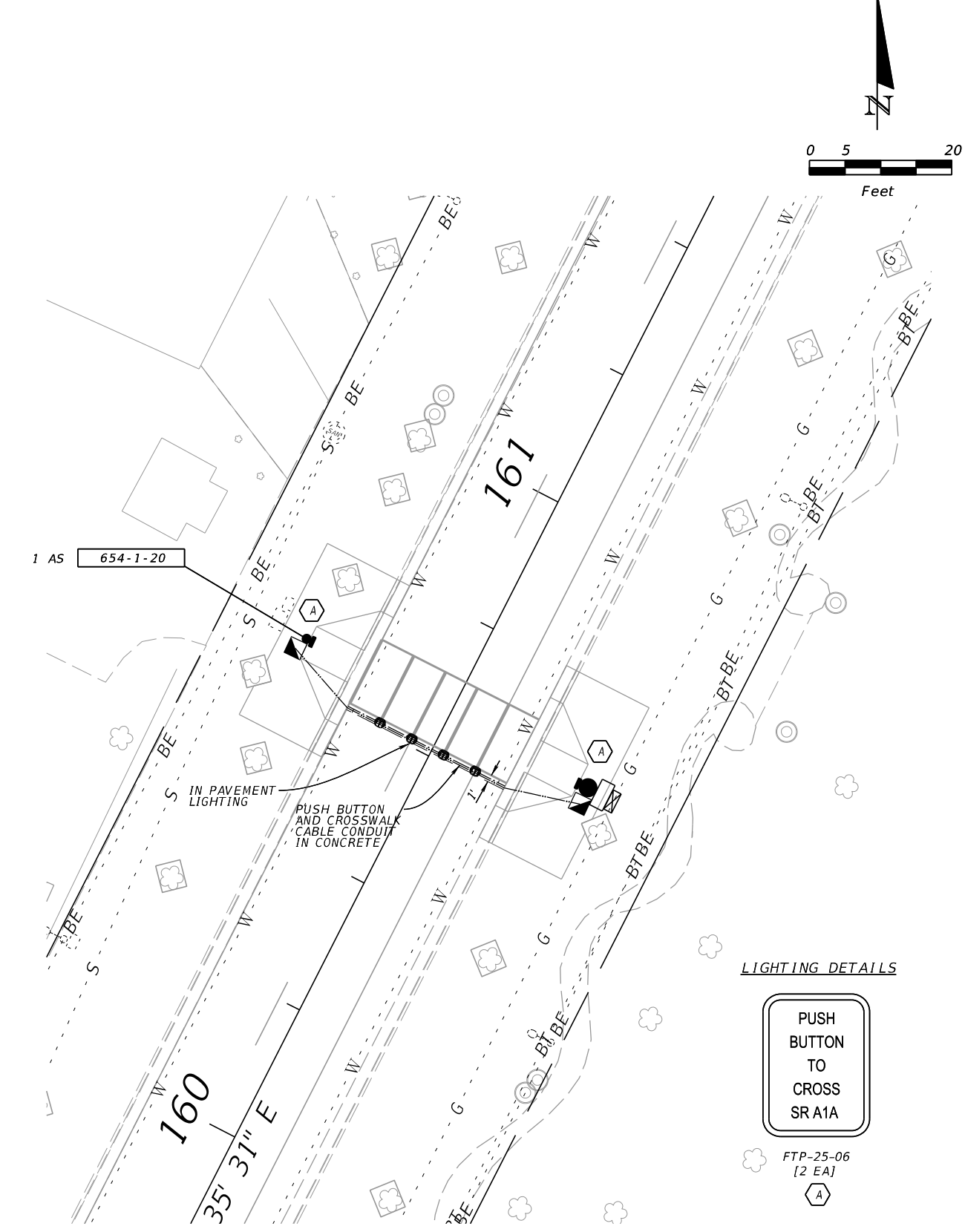
1. Protection of adjacent surrounding property, or other assets during the maintenance activities.
2. Containment of debris or materials used in or resulting from maintenance activities.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



NB SR A1A SEABREEZE BLVD U-TURN



NB SR A1A NORTH OF COURTYARD MARRIOTT

REVISIONS	
DATE	DESCRIPTION

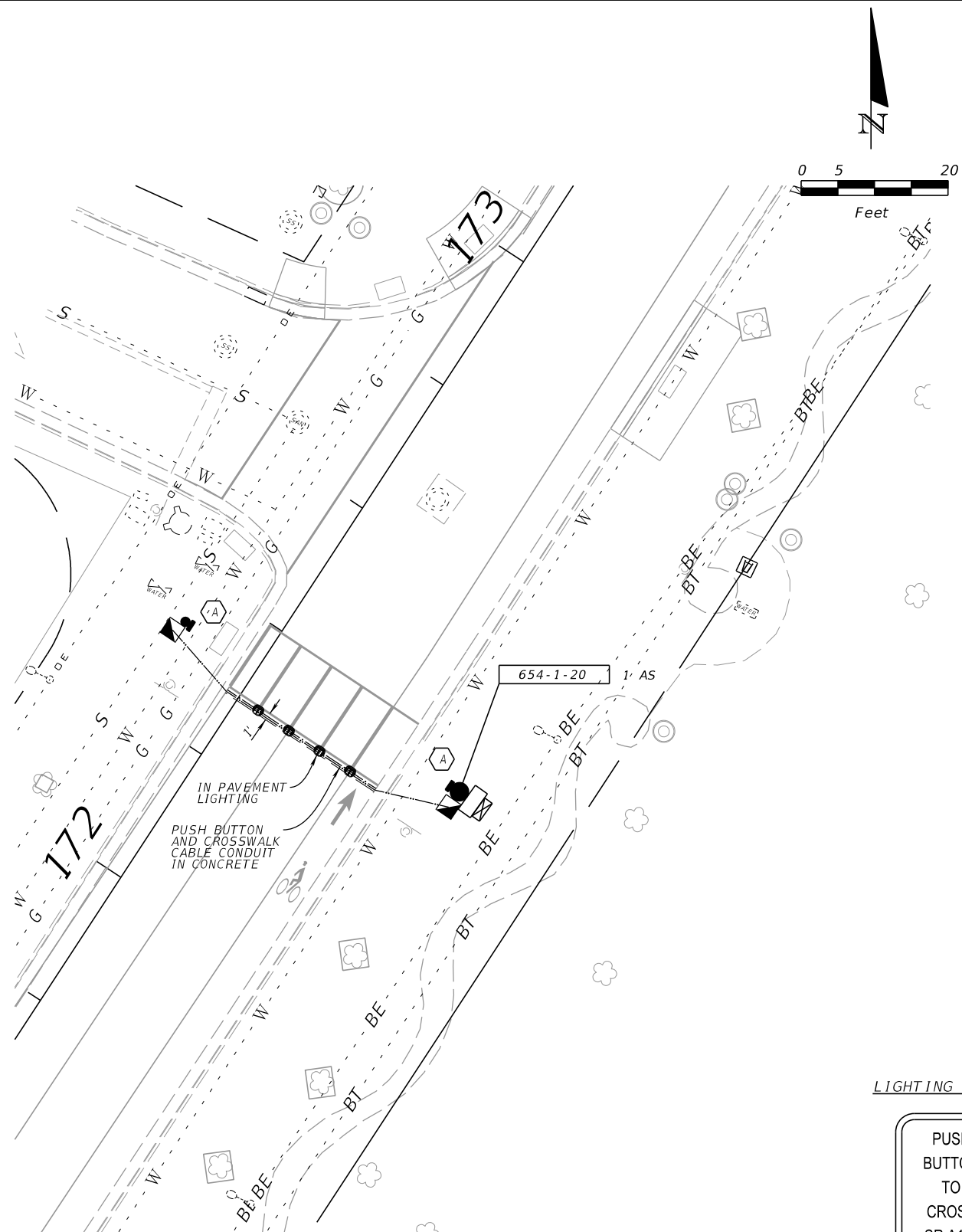
KIMLEY-HORN AND ASSOCIATES, INC.  
 Certificate of Authorization No. 696  
 MARWAN MUFLEH, P.E.  
 P.E. License No. 45329  
 Suite 100  
 1690 South Congress Avenue  
 Delray Beach, Florida 33445

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	430601-1-52-01

CAM# 15 0404  
 Exhibit SHEET  
 Page 13 of 19 NO.

**LIGHTING PLANS**

L-7



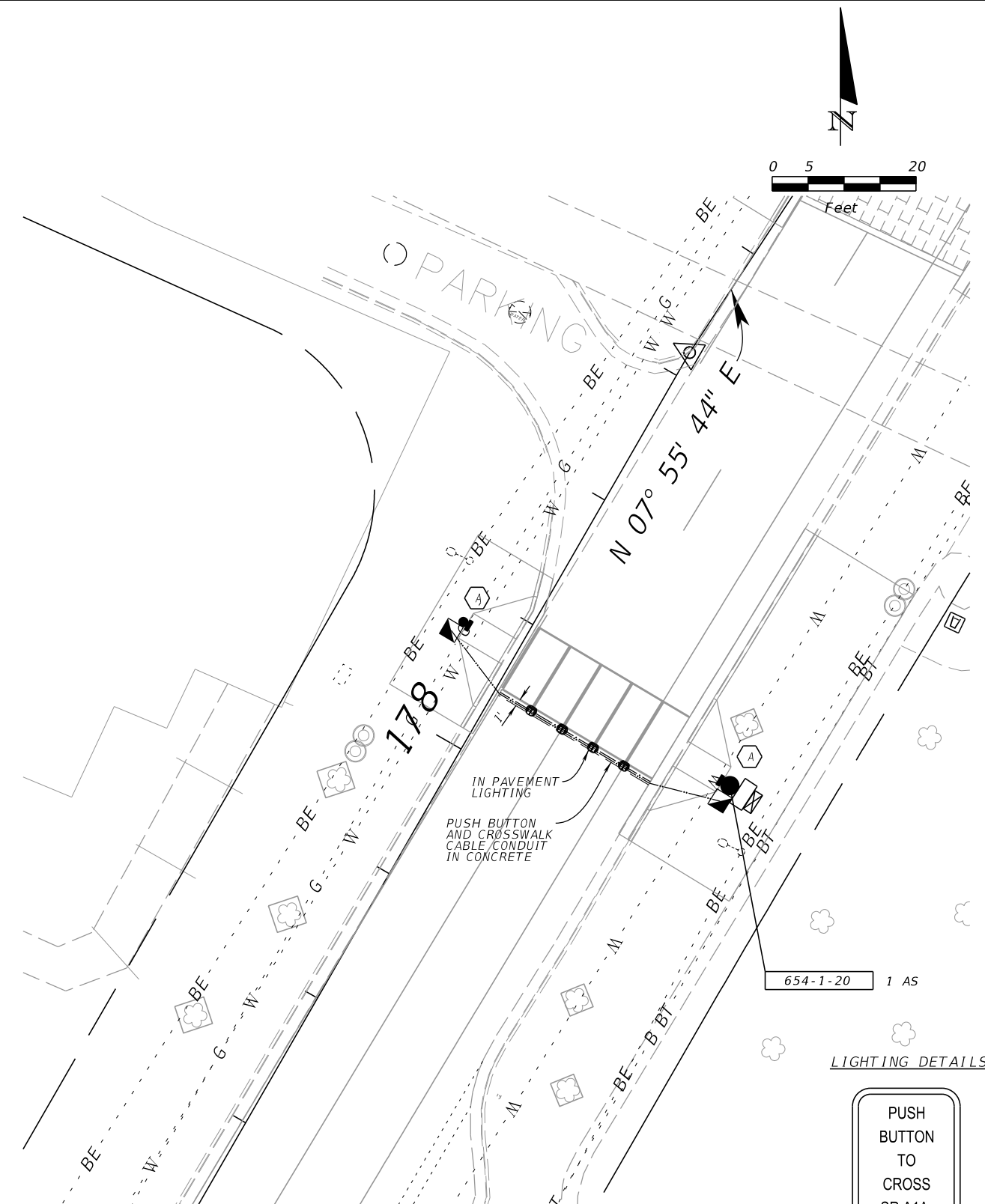
LIGHTING DETAILS



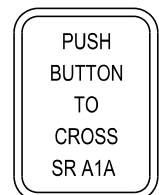
FTP-25-06  
(2 EA)



NB SR A1A SEABREEZE BLVD & POINTSETTIA ST



LIGHTING DETAILS



FTP-25-06  
(2 EA)



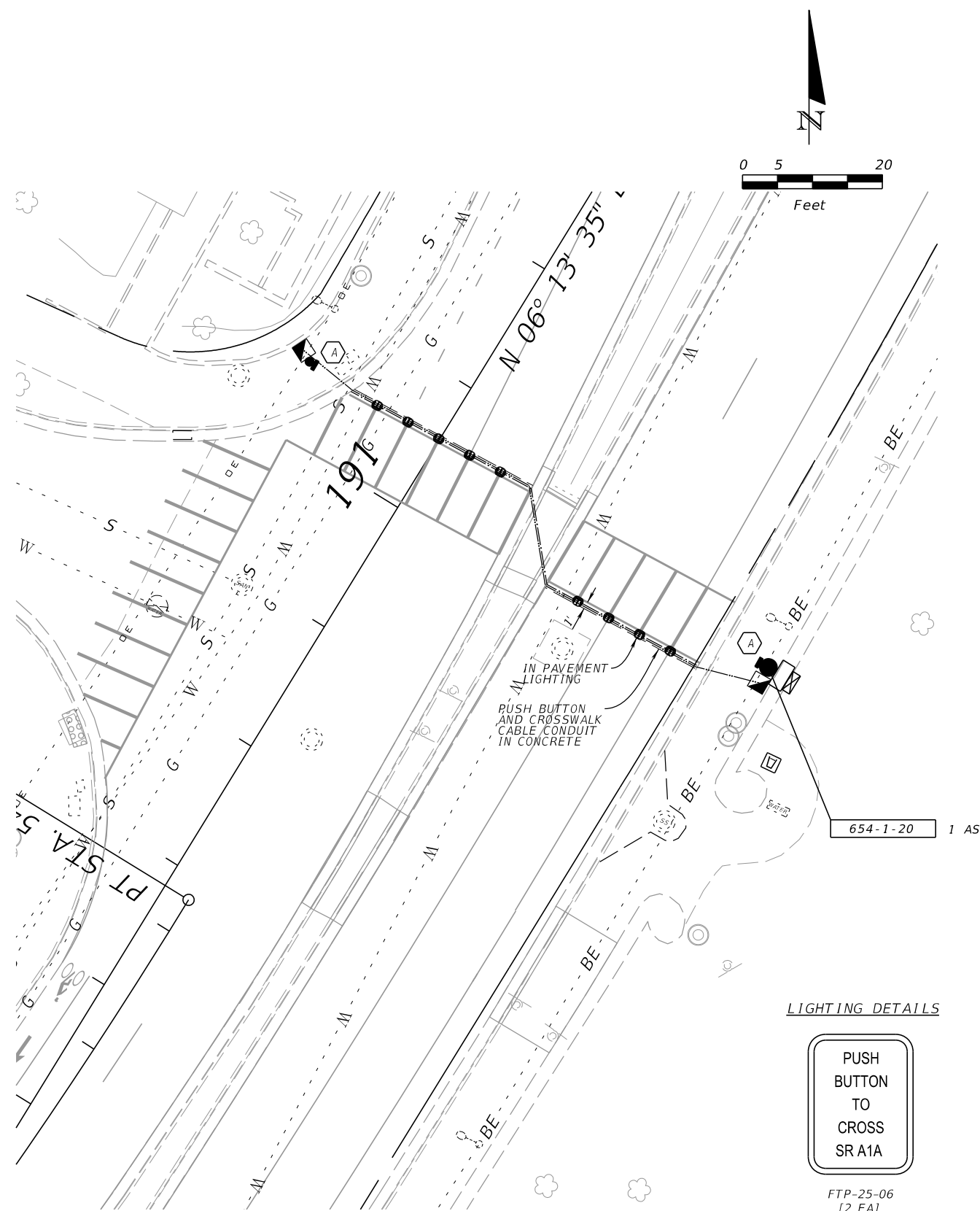
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REVISIONS	
DATE	DESCRIPTION

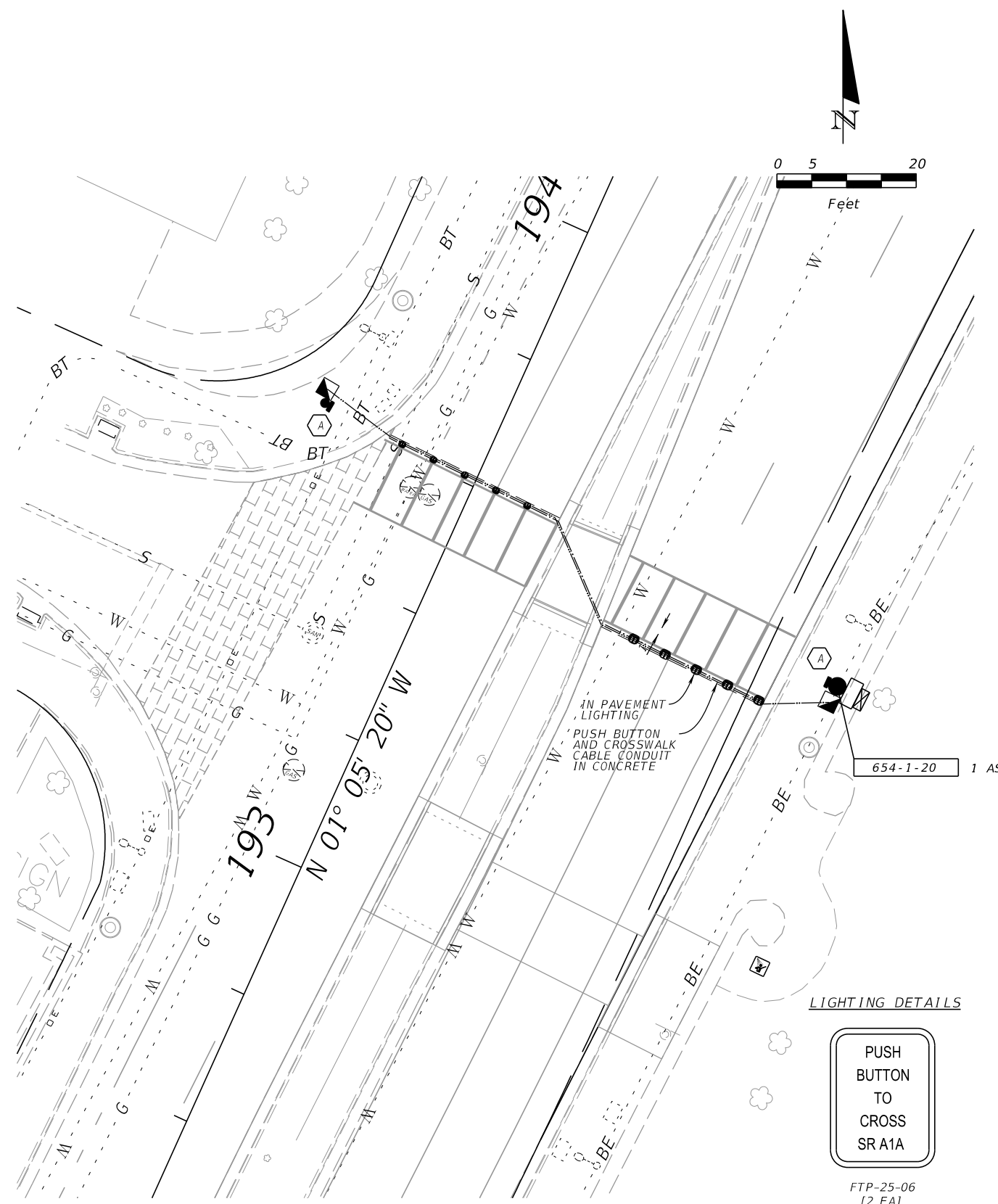
KIMLEY-HORN AND ASSOCIATES, INC.  
Certificate Of Authorization No. 696  
MARWAN MUFLEH, P.E.  
P.E. License No. 45329  
Suite 100  
1690 South Congress Avenue  
Delray Beach, Florida 33445

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	430601-1-52-01

CAM# 15 0404  
Exhibit SHEET  
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**LIGHTING PLANS**  
L-8



SR A1A / SEABREEZE BLVD & SEVILLE ST



SR A1A / SEABREEZE BLVD & GRANADA ST

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

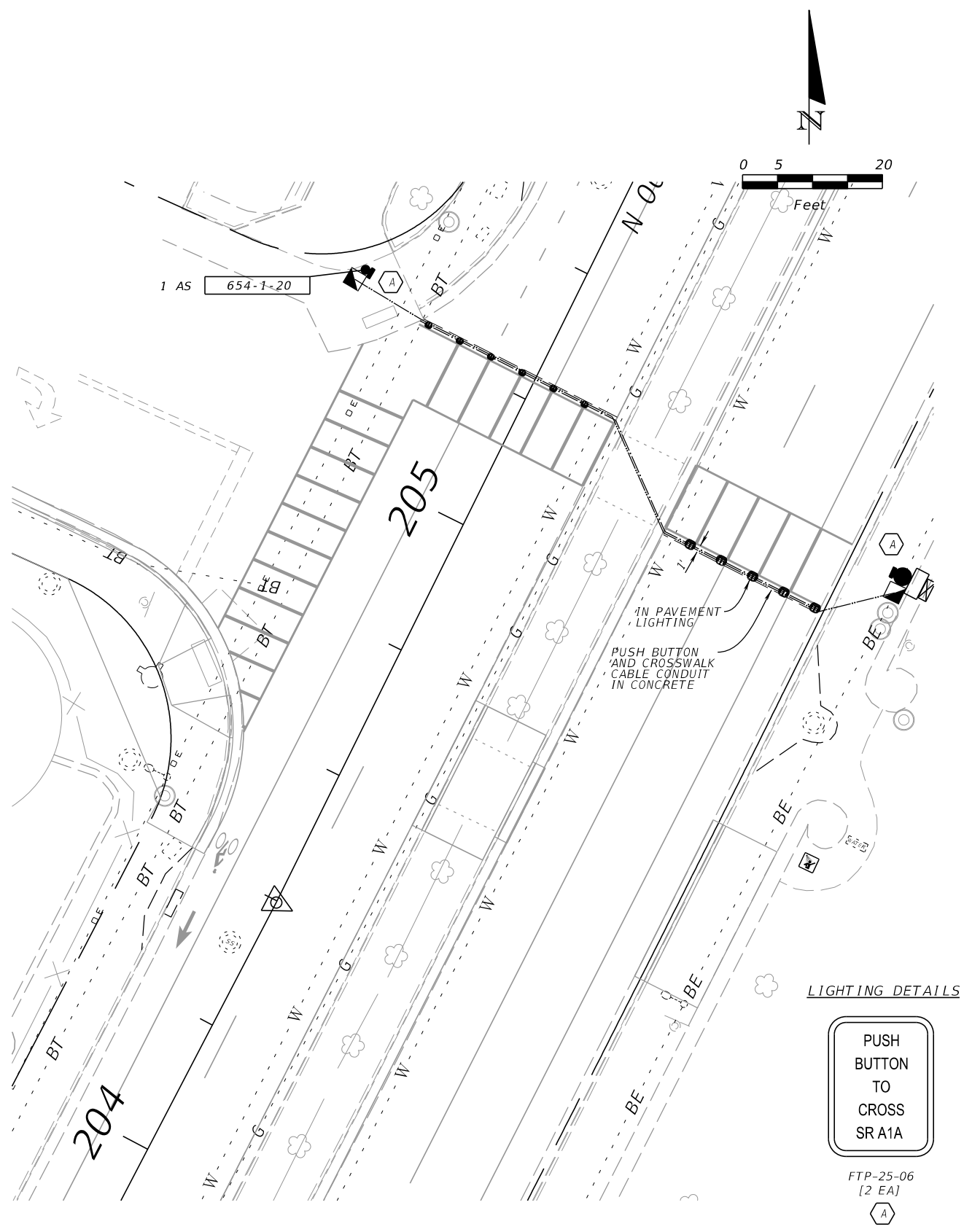
KIMLEY-HORN AND ASSOCIATES, INC.  
 Certificate Of Authorization No. 696  
 MARWAN MUFLEH, P.E.  
 P.E. License No. 45329  
 Suite 100  
 1690 South Congress Avenue  
 Delray Beach, Florida 33445

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	430601-1-52-01

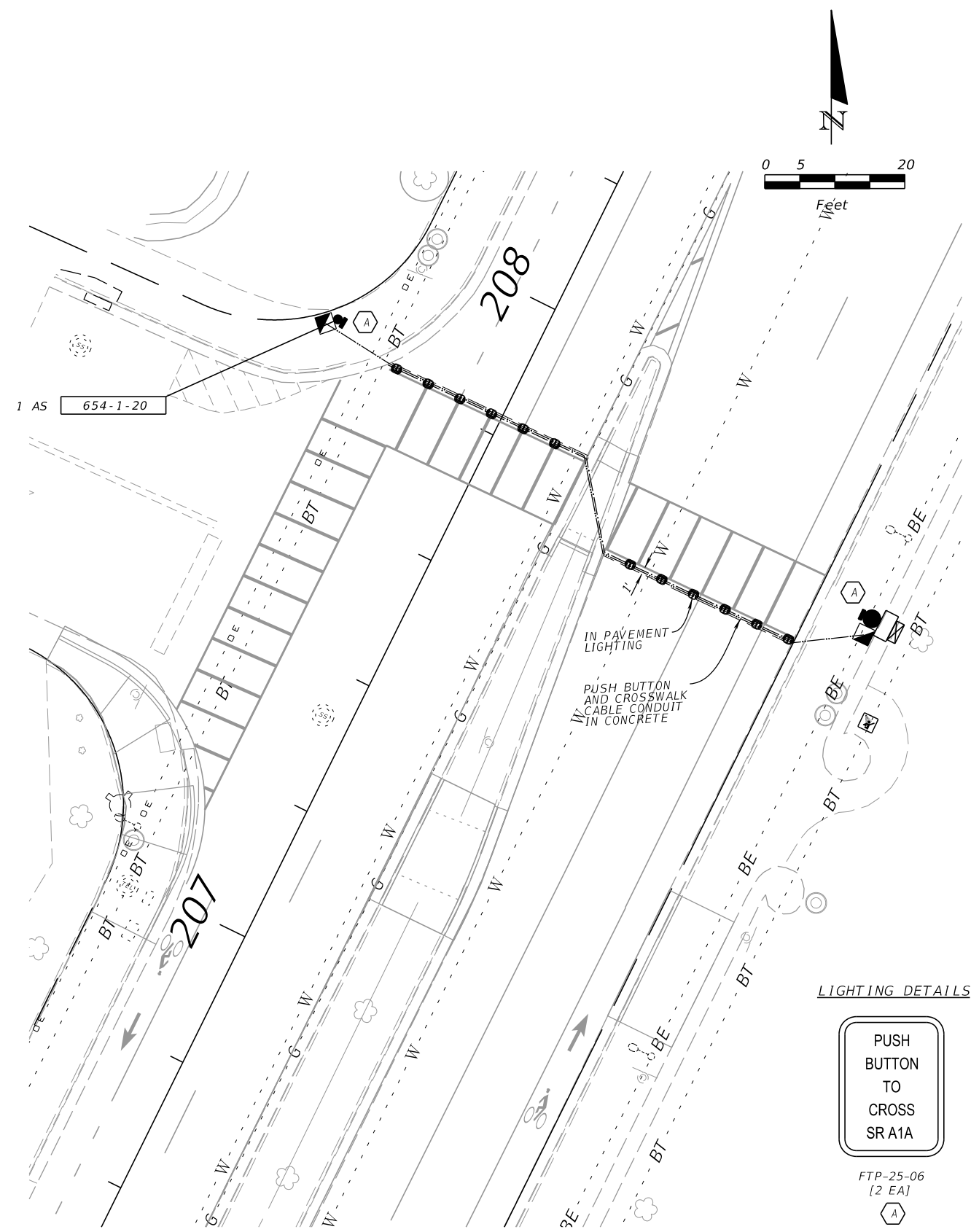
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 Exhibit SHEET  
 Page 15 of 19 NO.

**LIGHTING PLANS**

L-9



SR A1A / SEABREEZE BLVD & VIRAMAR ST



SR A1A / SEABREEZE BLVD & WINDAMAR ST

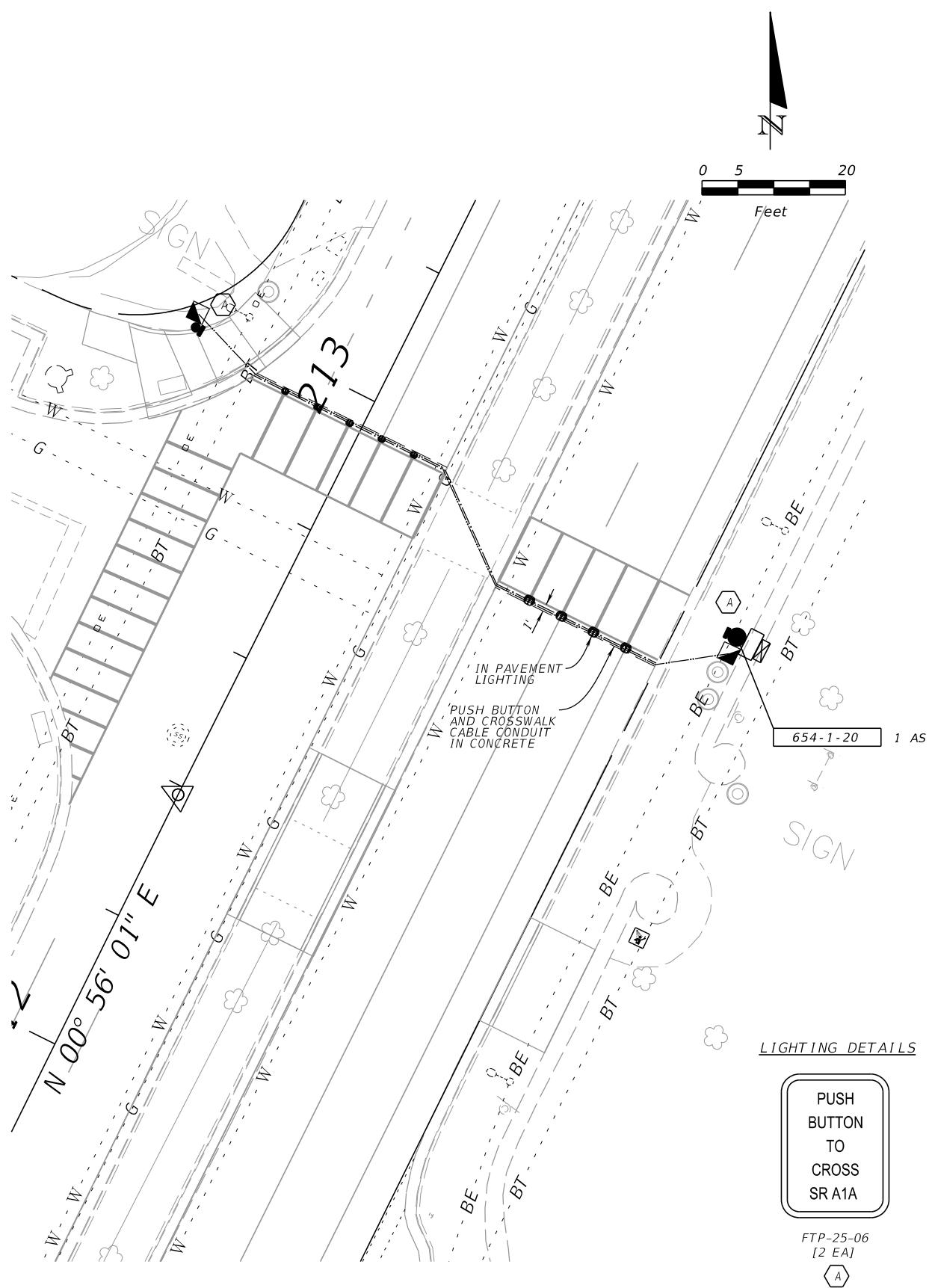
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KIMLEY-HORN AND ASSOCIATES, INC.  
 Certificate Of Authorization No. 696  
 MARWAN MUFLEH, P.E.  
 P.E. License No. 45329  
 Suite 100  
 1690 South Congress Avenue  
 Delray Beach, Florida 33445

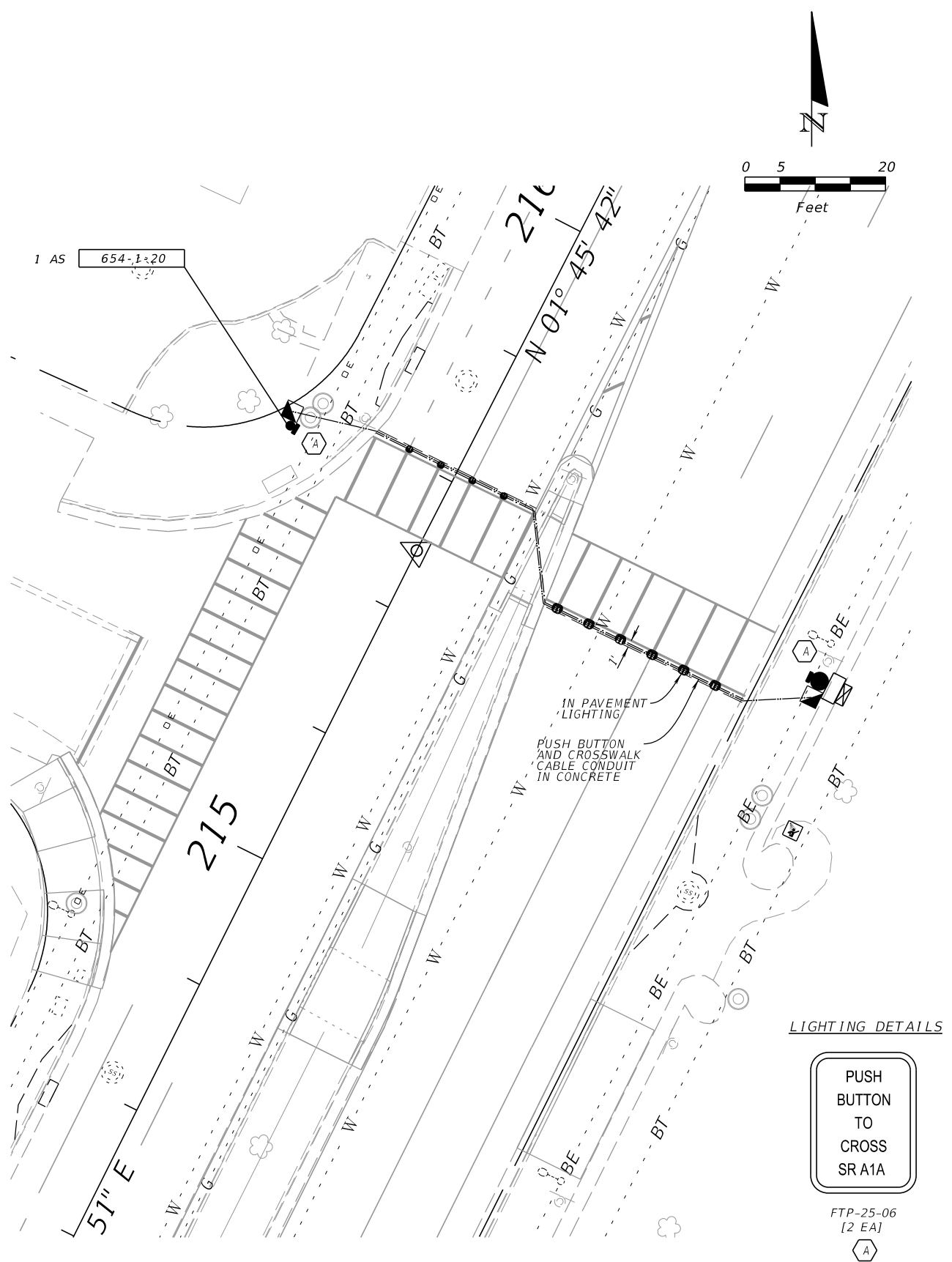
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	430601-1-52-01

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 Exhibit SHEET  
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**LIGHTING PLANS**  
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SR A1A / SEABREEZE BLVD & AURAMAR ST



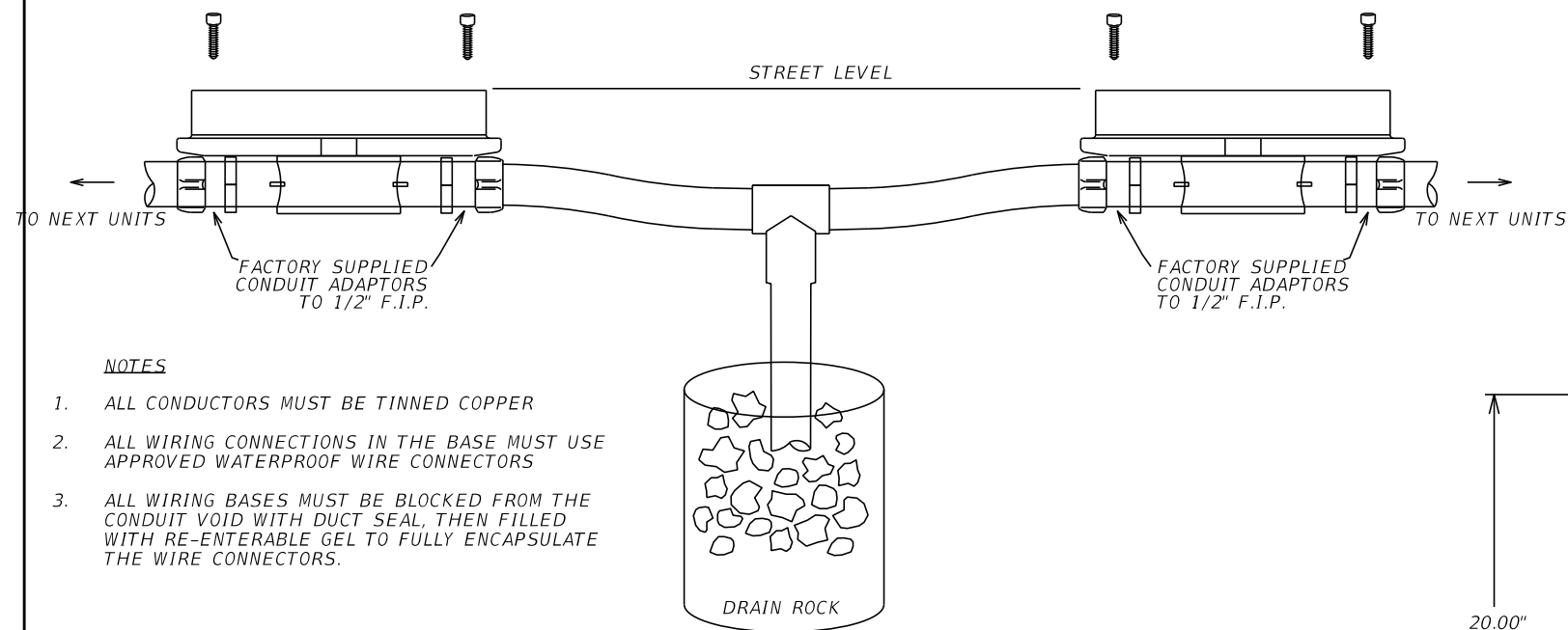
SR A1A / SEABREEZE BLVD & BELMAR ST

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

KIMLEY-HORN AND ASSOCIATES, INC.  
 Certificate Of Authorization No. 696  
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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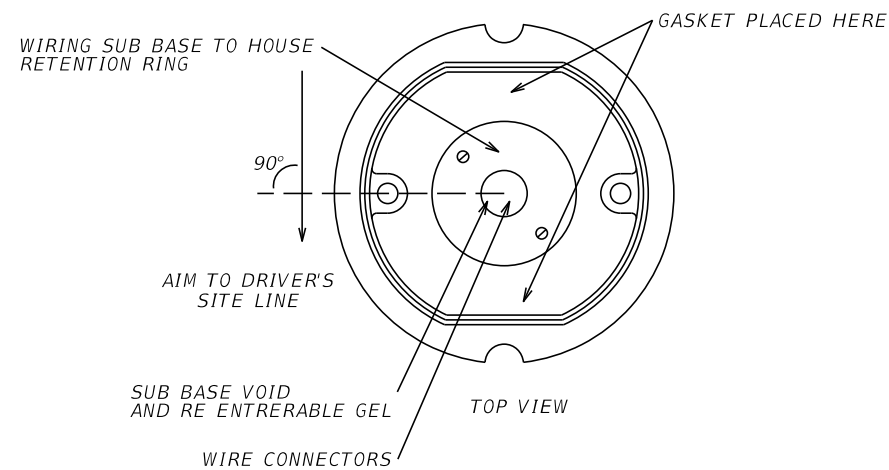
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 Page 17 of 19 NO.  
**LIGHTING PLANS**  
 L-11



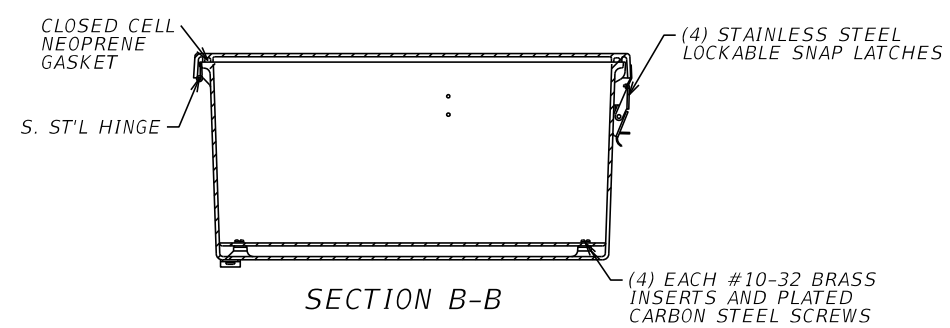
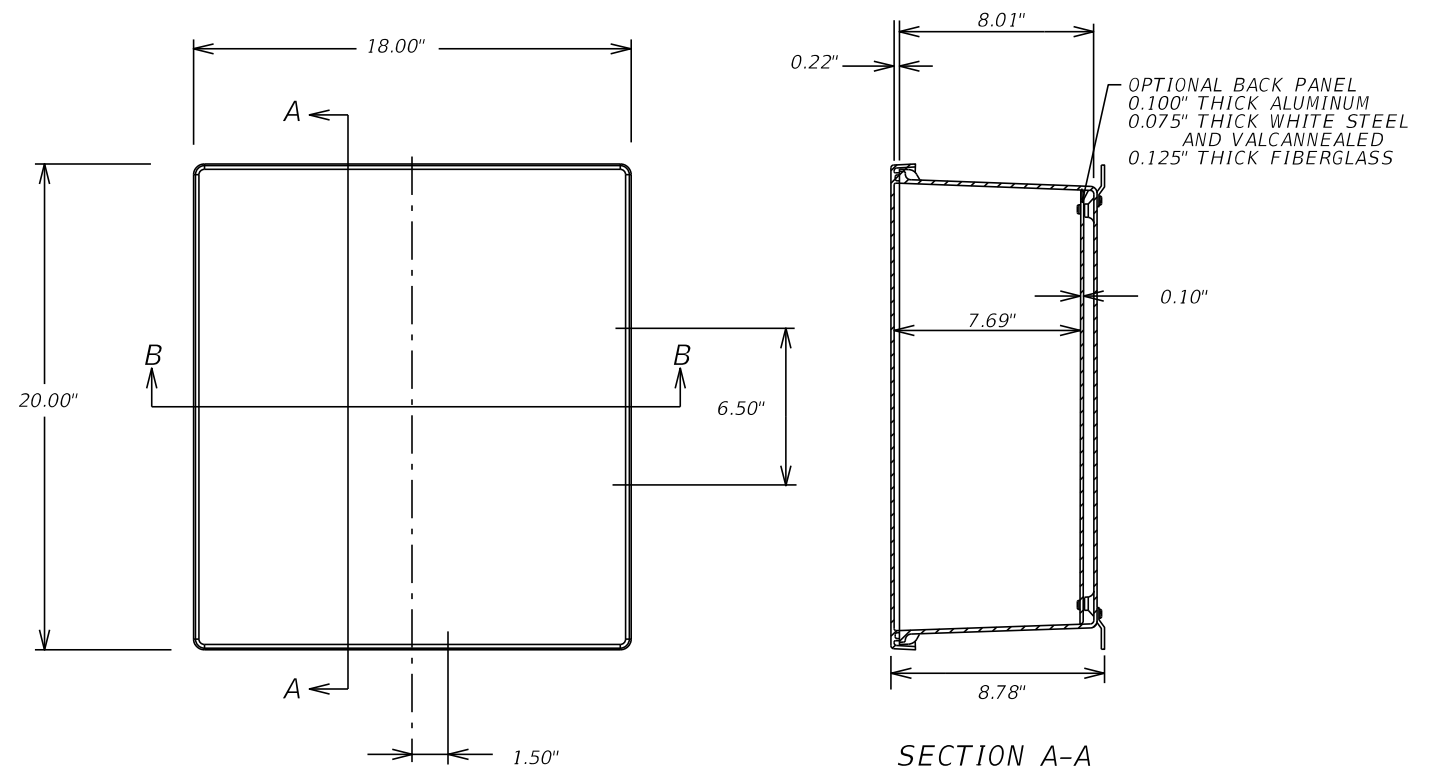
**NOTES**

1. ALL CONDUCTORS MUST BE TINNED COPPER
2. ALL WIRING CONNECTIONS IN THE BASE MUST USE APPROVED WATERPROOF WIRE CONNECTORS
3. ALL WIRING BASES MUST BE BLOCKED FROM THE CONDUIT VOID WITH DUCT SEAL, THEN FILLED WITH RE-ENTERABLE GEL TO FULLY ENCAPSULATE THE WIRE CONNECTORS.

CONCRETE INSTALLATION DETAIL



IN-PAVEMENT LIGHT DETAIL



**MATERIAL:**  
 BOX- COMPRESSION MOLDING FIBERGLASS REINFORCED POLYESTER  
 COVER - COMPRESSION MOLDED FIBERGLASS REINFORCED POLYESTER  
 WINDOWS- POLYCARBONATE

CONTROL CABINET DETAIL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

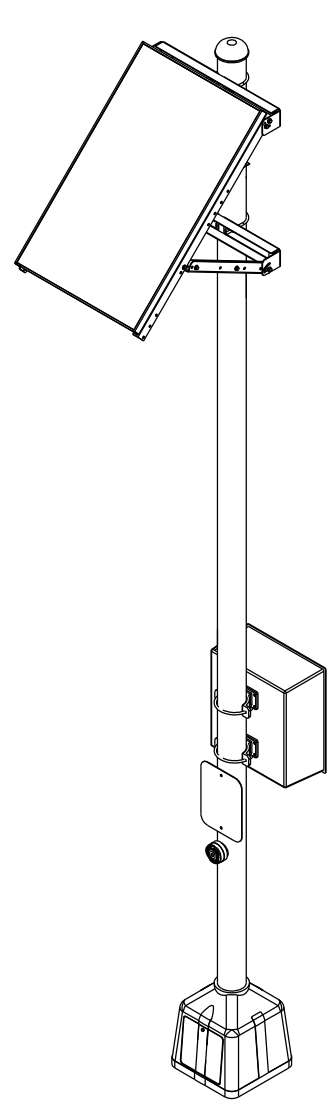
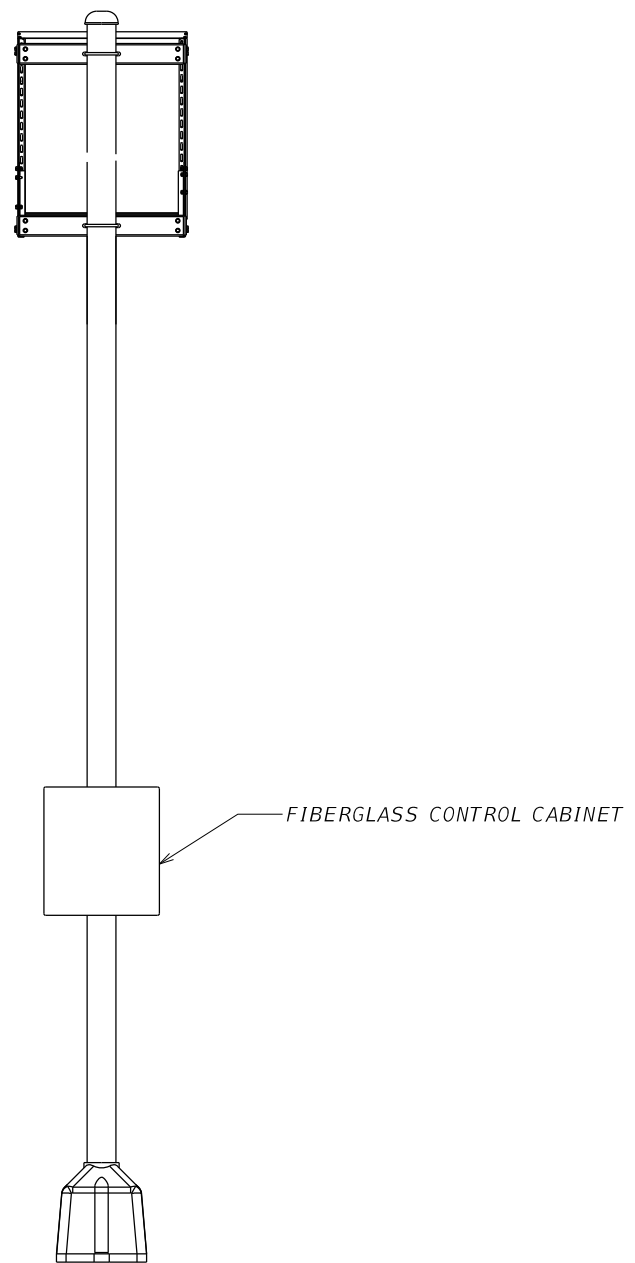
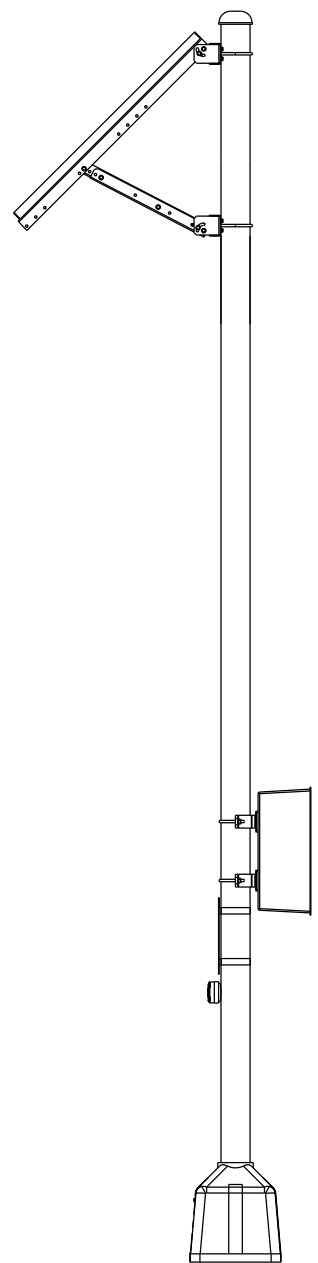
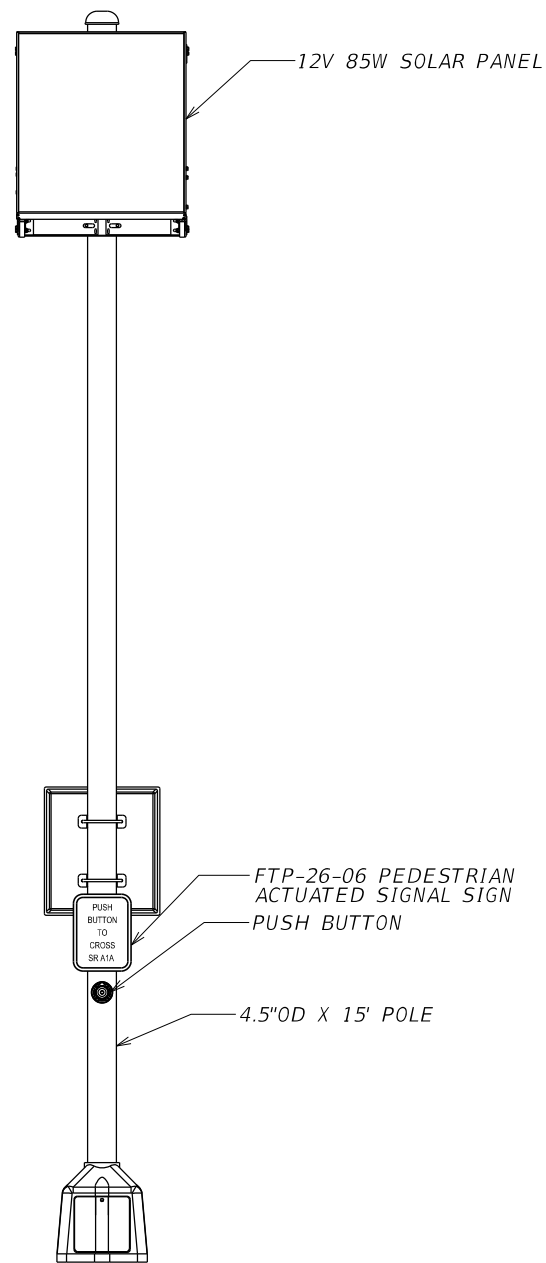
KIMLEY-HORN AND ASSOCIATES, INC.  
 Certificate of Authorization No. 696  
 MARWAN MUFLEH, P.E.  
 P.E. License No. 45329  
 Suite 100  
 1690 South Congress Avenue  
 Delray Beach, Florida 33445

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
A1A	BROWARD	430601-1-52-01

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**LIGHTING DETAIL**

**L-12**



IN-ROADWAY LIGHT ASSEMBLY DETAIL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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**LIGHTING DETAIL**

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