

**SECTION No.:** N/A  
**FM No.:** 435808-5  
**AGENCY:** City of Ft. Lauderdale  
**C.R. No.:** N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, entered into this 18 day of May, 2022, 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 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 NW 59<sup>th</sup> Court and NW 6<sup>th</sup> Way, as part of the City of Fort Lauderdale 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 milling and resurfacing, sidewalk and shared use path installation, landscaping, lighting, minor widening, drainage, and signing and pavement marking; hereinafter referred to as the "Project", as more particularly described in **Exhibits A and B**; 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 Resolution on the 5<sup>th</sup> day of April, 2022 a copy of which is attached hereto as **Exhibit C** 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 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. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
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, sidewalk and shared use path, signing and pavement markings, 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. The proposed stormwater management systems will comply with all water quality and flood protection requirements of SFWMD and Broward County's Surface Water Management Program.
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 City of Fort Lauderdale 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
  - **Exhibit B:** Project Location and Typical Sections
  - **Exhibit C:** AGENCY's Resolution

[This space intentionally left blank.]

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

CITY OF FORT LAUDERDALE, FL

ATTEST:

  
David R. Soloman  
City Clerk




  
By: \_\_\_\_\_  
Dean J. Trantalis  
Mayor

18 day of April, 2022

  
By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
ALAIN E. BOILEAU, City Attorney

  
By: \_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

DocuSigned by:  
  
BA8A486FE8684A2...  
Executive Secretary  
(SEAL)

DocuSigned by:  
  
86FB79A8F1EF4EE...  
By: \_\_\_\_\_  
Transportation Development Director  
18 May 22  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Approval :

DocuSigned by:  
  
43DE68B3D3BF464... 5/17/2022 | 4:52 PM EDT  
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 NW 59<sup>th</sup> Court and NW 6<sup>th</sup> Way. The roadway improvements along NW 59<sup>th</sup> Court include milling and resurfacing, minor widening, and new sidewalk/shared use path. The Project also includes drainage, signing and pavement marking, lighting, and landscape improvements along the roadway. Improvements along NW 6<sup>th</sup> way are minor and due to improvements along Cypress Creek Road. These improvements include modifications to the median at the intersection with Cypress Creek Road to accommodate a 10' shared use path crossing.

#### **Typical Section**

The proposed typical section along NW 59<sup>th</sup> Court consists of a two-lane two-way roadway with 11-foot lanes, new curb and gutter on both sides, a 5-foot sidewalk with landscape buffer along the north side, and a 10-foot shared use path along the south side. The existing typical section along NW 6<sup>th</sup> Way at the intersection with Cypress Creek Road will not be modified. The median of NW 6<sup>th</sup> Way will be modified to accommodate a 10' shared use path crossing.

#### **ADA**

Proposed sidewalk and shared use path along the corridors will be ADA compliant.

#### **Drainage**

Curb and gutter and new drainage inlets will be provided along NW 59<sup>th</sup> Court.

#### **Permits**

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

#### **Signing and Pavement Markings**

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

#### **Landscape**

Landscape will be provided along the north side of NW 59<sup>th</sup> Court.

#### **Lighting**

Lighting along NW 59<sup>th</sup> Court will be designed and conduit will be placed as part of this project, however, the City will coordinate with FPL as part of a separate agreement for installation of lighting fixtures.

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**EXHIBIT B**

**Project Location and Typical Sections**





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION



**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. (X) MINOR COLLECTOR  
 ( ) 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:**

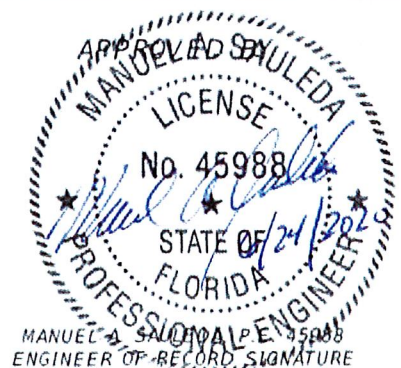
HORIZONTAL CLEARANCE FOR SHARED USE PATH  
 DESIGN VARIATION

**TRAFFIC DATA**

CURRENT YEAR = 2019 AADT = 2500  
 ESTIMATED OPENING YEAR = 2025 AADT = 2600  
 ESTIMATED DESIGN YEAR = 2045 AADT = 2800  
 K = 9% D = 55.0% T = 6.0% (24 HOUR)  
 DESIGN HOUR T = 3.0%  
 DESIGN SPEED = 30 MPH  
 POSTED SPEED = 30 MPH

SC

NA



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EXHIBIT C

City of Fort Lauderdale Resolution



RESOLUTION NO. 22-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A DISTRICT FOUR HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FORT LAUDERDALE, FOR THE CYPRESS CREEK MOBILITY HUB PROJECT ON NORTHWEST 59TH COURT AND NORTHWEST 6TH WAY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 19, 2016, the City Commission endorsed the Cypress Creek Mobility Hub Master Plan; and

WHEREAS, Northwest 59<sup>th</sup> Court and Northwest 6<sup>th</sup> Way are part of the City of Fort Lauderdale's ("City") roadway system; and

WHEREAS, the Florida Department of Transportation ("FDOT") is authorized, pursuant to Sections 339.07, 339.08, and 339.12, Florida Statutes and Federal funding provisions, to undertake the Cypress Creek Mobility Hub Project ("project") within the City's geographical limits; and

WHEREAS, the project consists of modifications to Northwest 59<sup>th</sup> Court and Northwest 6<sup>th</sup> Way including drainage, signing and pavement markings, lights, and landscape improvements along the roadways; and

WHEREAS, the scope of work for the project on Northwest 59<sup>th</sup> Court includes milling and resurfacing, new curb and gutter, and sidewalk and shared use path installation; and

WHEREAS, the scope of work for the project on Northwest 6<sup>th</sup> Way includes modifications to the median at the intersection with Cypress Creek Road to accommodate a shared use path crossing; and

WHEREAS, a Highway Maintenance Memorandum of Agreement between FDOT and the City is required to maintain the project; and

WHEREAS, FDOT and the City agree to permit FDOT to construct the improvements for the project and it is the responsibility of the City to maintain the project after the project's completion;

RESOLUTION NO. 22-66

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of a District Four Highway Maintenance Memorandum of Agreement between the Florida Department of Transportation and the City of Fort Lauderdale for the Cypress Creek Mobility Hub project on Northwest 59<sup>th</sup> Court and Northwest 6<sup>th</sup> Way.


SECTION 2. That all parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this 5<sup>th</sup> day of April, 2022.

  
 Mayor  
 DEAN J. TRANTALIS

ATTEST:

  
 City Clerk  
 DAVID R. SOLOMAN

Dean J. Trantalis      Yea

Heather Moraitis      Yea

Steven Glassman      Yea

APPROVED AS TO FORM:

Robert L. McKinzie      Nay

  
 City Attorney  
 ALAIN E. BOILEAU

Ben Sorensen      Yea