

SECTION No.: 86550500
FM No.: 433207-1-52-01/02
AGENCY: City of Fort Lauderdale
C.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and 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 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.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over NW 9th Avenue, as part of the City of Fort Lauderdale Roadway System from Broward Boulevard to Sistrunk Boulevard; 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 the AGENCY is desirous of having 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 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 Financial Project ID 433207-1-52-01/02; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**.

WHEREAS, pursuant to that certain Local Funding Agreement between the AGENCY and the DEPARTMENT to be signed, and all subsequent amendments thereto, the AGENCY is contributing funding toward the resurfacing, clearing and grubbing and a portion of sidewalk not covered by transportation alternatives funding.

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/Resolution on the _____ day of _____, 20__, 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 on property acquired by the DEPARTMENT, to construct this Project. No further permits shall be required from the AGENCY.
3. The AGENCY shall continue to maintain the existing roadway and any 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 2015, 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), current edition, (b) Florida Green Book dated 2011, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2015, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2015, 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, widening, Resurfacing, sidewalk, pedestrian lighting, and drainage.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. 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.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
7. 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 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. For various occupancy permits the AGENCY shall be the applicant.
8. 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. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Drainage: Drainage system modifications and improvement including bioswales and French Drain will be part of the proposed improvements.
11. 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.

12. 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.

13. 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.

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

15. LIST OF EXHIBITS

- Exhibit A: Project Improvements and Scope
- Exhibit B: Local Government Right-Of-Way Certification Statement

[This space intentionally left blank.]

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

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

ATTEST:

Jeffrey A. Modarelli, City Clerk

By: _____
John "Jack" P. Seiler, Mayor

_____ day of _____, 2015

(SEAL)

Lee R. Feldman, City Manager

Approved as to form by Office of City Attorney

By: _____
Cole J. Copertino, Assistant City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary

By: _____
Director of Transportation Development

_____ day of _____, 2015

Approval:

Office of the General Counsel (Date)

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EXHIBIT A
PROJECT SCOPE

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

Summary of Work:

- The NW 9th Avenue improvement Project is a neighborhood roadway and pedestrian improvement project along NW 9th Avenue, from Broward Boulevard to Sistrunk Boulevard. The Project is within the Dorsey Riverbend neighborhood. The Project proposes to widen and resurface NW 9th Avenue and provides pedestrian lighting, sidewalk, drainage improvements and updated signing and pavement markings in Broward County, Florida.

Typical Section

- Generally there are two typical sections. The first typical section with 40' right-of-way from Broward Boulevard to NW 4th Street consists of: one 10' travel lane and shared bike lane in each direction, landscape and sidewalk on both sides.
- The second Typical with 70' right-of-way from NW 4th Street to Sistrunk Boulevard consists of: One 10' travel lane, a 2' buffer, and a 4' bike lane in each direction, an 8' parking lane along the west side, pedestrian lighting, landscape and sidewalk on both sides.

ADA

- Proposed sidewalks will be ADA compliant.

Lighting

- Pedestrian solar lighting including wiring will be provided throughout the project limits.

Drainage

- Drainage system modifications and improvements including bioswales and French drain will be part of the proposed improvements. Catch basins with frame and grate will also be provided.

Utilities

- Potential conflicts with utilities may require relocation following the Department's utility accommodation guidelines.

Signing and Marking

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

Railroad

- N/A.

EXHIBIT B
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: NW 9th Avenue Improvements from Broward
Boulevard to Sistrunk Boulevard

CONST. ITEM SEGMENT NO.: 433207-1-52-01/02

F.A.P. NO.: _____ LETTING DATE: 12/02/2015

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 right of way maps/sketches have been compared to the construction plans 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)