5) ~ 6/2/15(

# **DOCUMENT ROUTING FORM**

MEMORANDUM OF AGREEMENT
☑ copy of CAM
to Form <u>5</u> Originals and Delivered to CLERK PH H 17
Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

3) Mayor: Please sign as indicated and forward \_\_5\_\_ originals to Clerk for attestation and City seal.

#### **INSTRUCTIONS TO CLERK'S OFFICE**

City Clerk: Retains one original copy and forwards \_5\_\_ original documents to: Jason 7882; 57 98

4) with 2 certified resolutions (attached). FDOT to forward one fully executed original to CFL for or Clerk's records.

⊠Original Route form to \_Glynis Burney, CAO

Susan capdeville

Koren mendrelw

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**CITY CLERK** 

2015

JUN 12

PM 4:

 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 3 day of  $\overline{June}$  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. /5 - lo3 dated  $\underline{mA4.5}$ , 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

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- 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

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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

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- 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 citied deficiency or deficiencies. It 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:
    - 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:

- 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:
  - 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 that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the

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

- 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

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- 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**:

#### If to the AGENCY:

State of Florida Department of Transportation 3400 West Commercial Blvd Ft. Lauderdale, FL 33309-3421 District Maintenance Engineer City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301 Title: City Manager . .

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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: 6/1/15 By: Date: HN P. "JACK" SEILER, Mayor Date: By: EE R. FELDMAN, City Manager

(CORPORATE SEAL)

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ATTEST: 'eth / JOSEPH, City Clerk JONDA K.

Date: <u>6-1-15</u>

Legal Approval ÓNDA M.

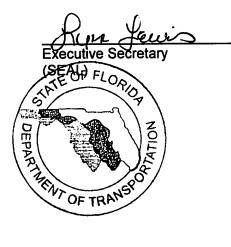
Assistant City Attorney

Date: 5.29.15

**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

B .E., Director of Operations Coui Drur no hd. P

Date:

Approval as to Form:

in By

Dawn Raduano, District General Counsel

Date: Jerre 3, 2015

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# EXHIBIT A

#### PROJECT LOCATION, DESCRIPTION AND MAP

Location:

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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 southbound A1A.

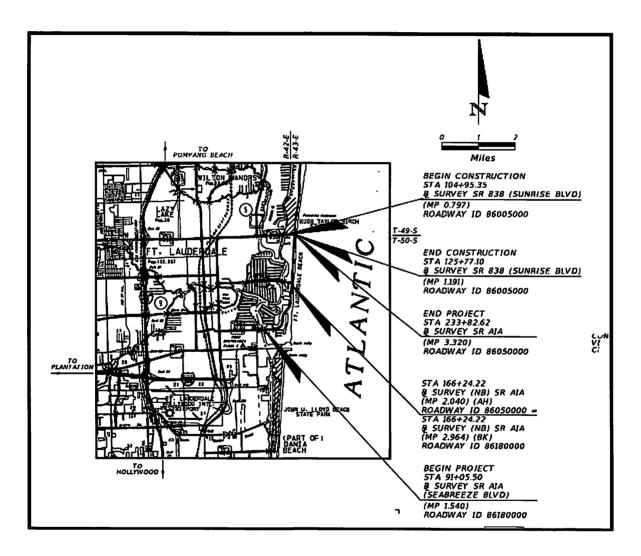
It will be the responsibility of the AGENCY to maintain the features described in this agreement.

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# **EXHIBIT A**

#### PROJECT LOCATION, DESCRIPTION AND MAP



#### **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:

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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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#### EXHIBIT C

#### MAINTENANCE PLAN REQUIREMENTS

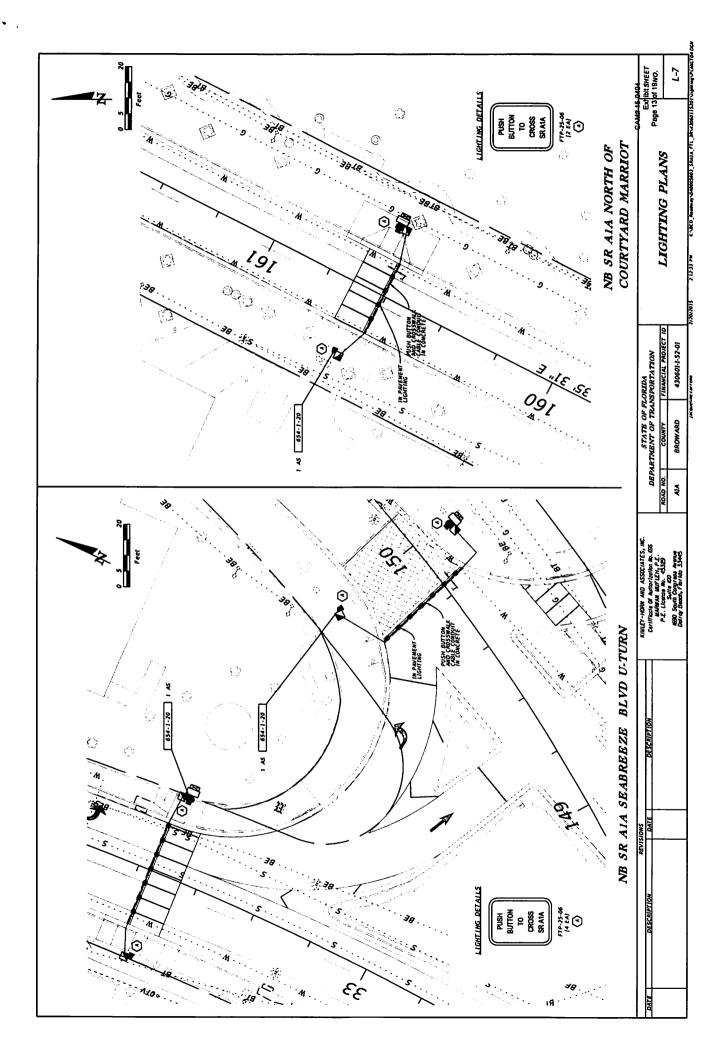
The **AGENCY** shall maintain the In-Roadway Warning Lights (IRWL) in accordance with the manufacturer's requirements and recommendations.

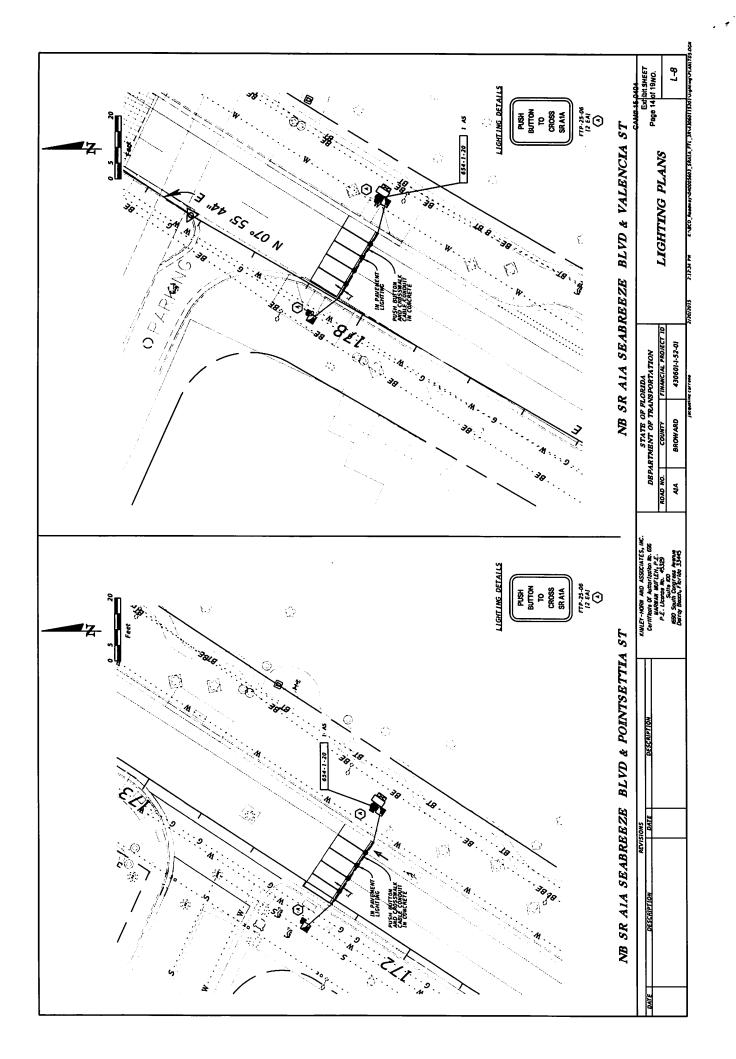
The AGENCY shall submit to the DEPARTMENT a maintenance plan detailing the means and methods for accomplishing repairs to the IRWL within the DEPARTMENT Right-of-way in accordance with all DEPARTMENT Standards, Procedures and Specifications. This plan must be submitted to the DEPARTMENT'S District Maintenance 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.

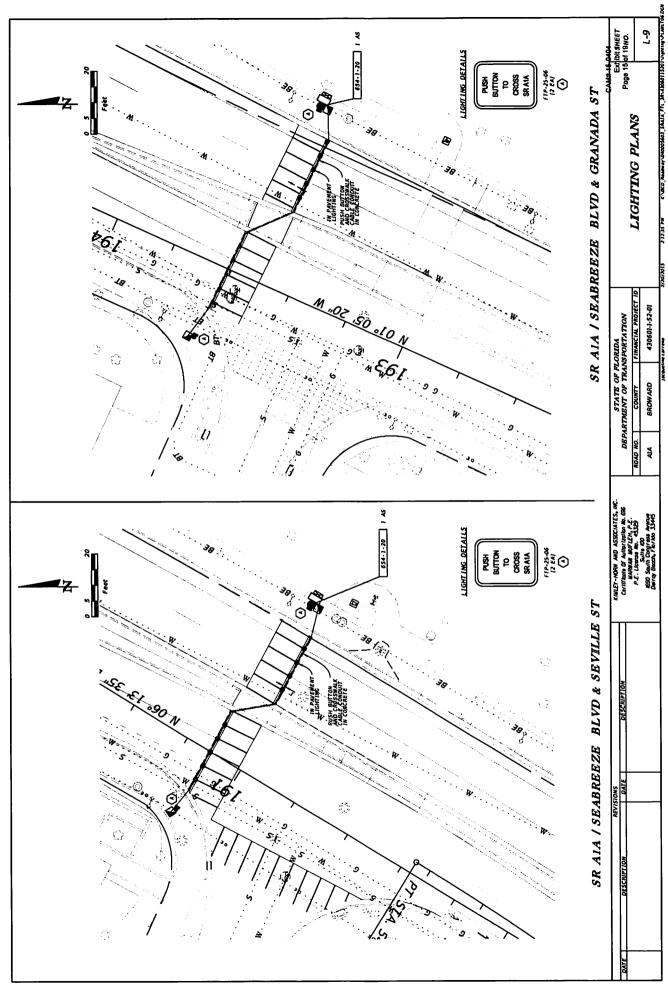
After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

- 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

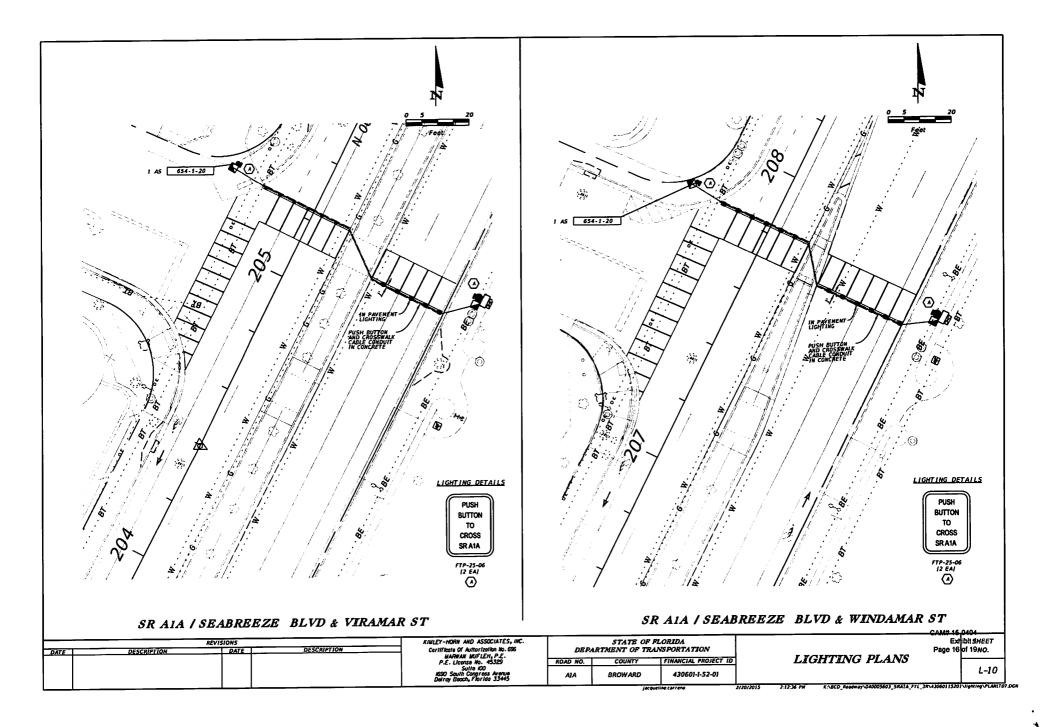




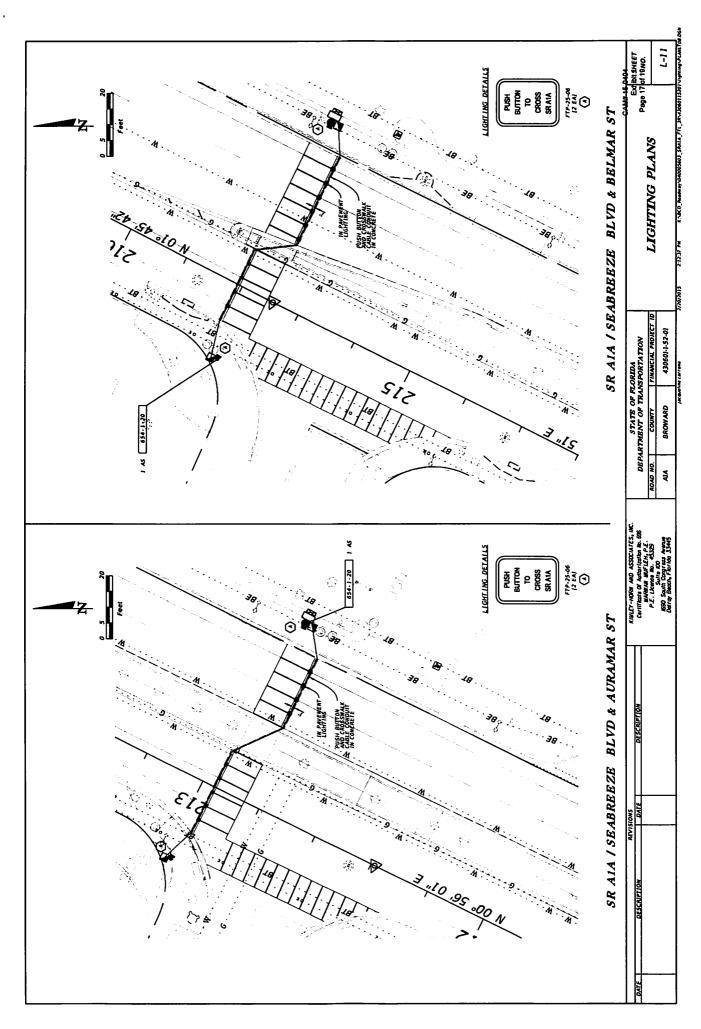
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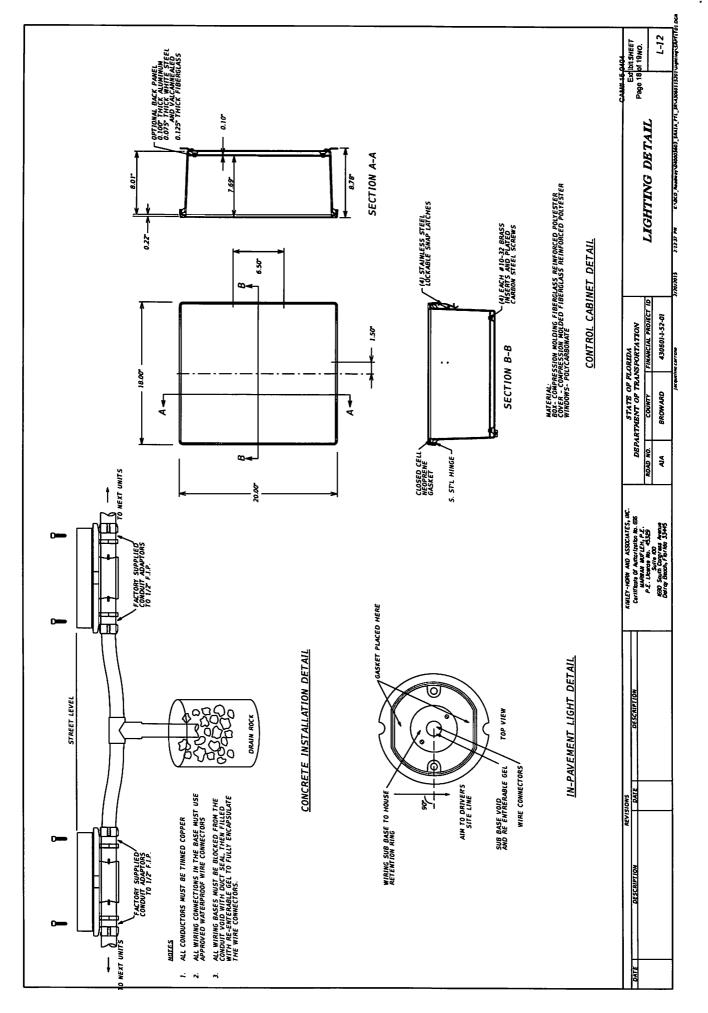
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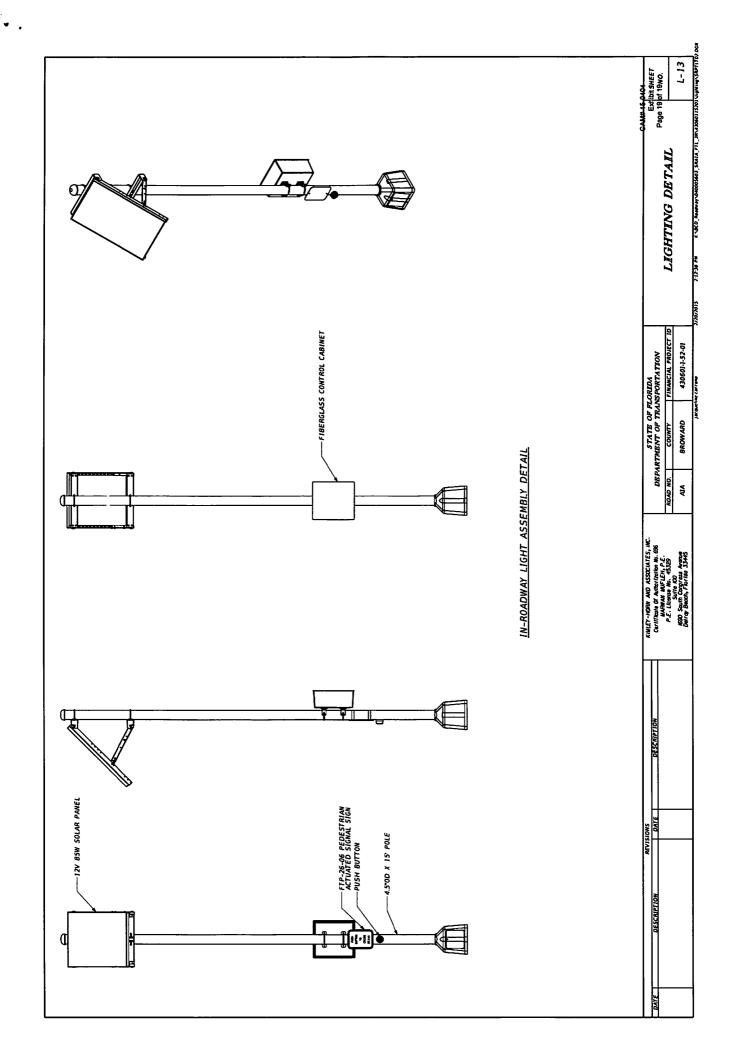
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CERTIFICATION I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida. WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this day of \_ 20 /5 City Clerk

# RESOLUTION NO. 15-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION UNDER PROJECT NUMBER 430601-1-52-01 BETWEEN THE MERCEDES RIVER BRIDGE AND SUNRISE BOULEVARD; PROVIDING FOR THE REPEAL OF RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the Florida Department of Transportation ("FDOT") desire to execute a Maintenance Memorandum of Agreement to maintain specific elements constructed under Project Number 430601-1-52-01 to include in-roadway warning lights in crosswalks, which improvements were installed during the resurfacing project on State Road A1A between the Mercedes River Bridge and Sunrise Boulevard; and

WHEREAS, by virtue of the City's Resolution No. 15-103, the City and FDOT entered into an inclusive Maintenance Memorandum of Agreement;

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

<u>SECTION 1</u>. That the proper City officials are hereby authorized to execute a Maintenance Memorandum of Agreement for the maintenance of in-roadway warning light improvements on State Road A1A with the Department of Transportation.

<u>SECTION 2.</u> The office of the City Attorney shall review and approve as to form all documents prior to their execution by City officials.

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

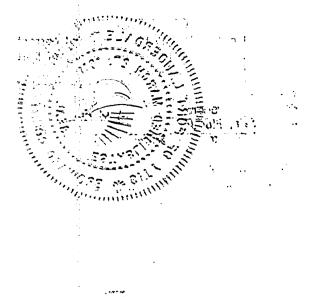
ADOPTED this the 5th day of May, 2015.

Mayor JOHN P. "JACK" SEILER

ATTEST:

Citv Clerk JONDA K. JOSEPH

L:\COMM 2015\Resolution\May 5th\15-103.docx 15-103





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