

SECTION Nos.:86000168, 86900165, 86900166,
86900169, 86900170

FM No.: 429569-5-52-01

AGENCY: City of Fort Lauderdale

C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, 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 the CITY OF FORT LAUDERDALE, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

W I T N E S S E T H:

WHEREAS, the AGENCY has jurisdiction over **Middle River Drive** from NE 26th Street to Oakland Park Boulevard, **NE 32nd Street** from NE 26th Avenue to NE 30th Avenue, **NE 30th Avenue** from Oakland Park Boulevard Access Road to NE 32nd Street, **NE 33rd Avenue South** from NE 30th Street to Oakland Park Boulevard Access Road, **NE 30th Street** from NE 33rd Avenue to North Atlantic Boulevard and **North Atlantic Boulevard** from NE 23rd Avenue to Oakland Park Boulevard, 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's geographical limits and the AGENCY agrees to have this improvement constructed; 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 429569-5-52-01, which involves adding bike lanes on both sides of the roadways by widening, resurfacing and restriping the existing roadways, construction of sidewalk and installation of ADA compliant pedestrian ramps at intersections or shared lane markings; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; 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, 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 _____ 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 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 to construct this Project. 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 2018, 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 2016, as amended (c) Governing Standards and Specifications: FDOT Design Standards dated FY 2017-18, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2018, 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 maintaining bicycle lanes, sidewalks, ADA compliant curb ramps, drainage structures and pavement markings. The Department shall give the AGENCY ten (10) days' notice before final acceptance.

Notice

For City: Chris Lagerbloom, City Manager
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
Telephone No. (954) 828-5959

Copy to: Jugba Santi, Interagency Coordinator
290 NE 3rd Avenue
Fort Lauderdale, FL 33312
Telephone No. (954) 828-3768

Copy to: Alain Boileau, Esq.
City Attorney
100 N. Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
Telephone No. (954) 828-7452

For the Florida Department of Transportation:
Binod Basnet, P.E.
Project Manager
3400 W. Commercial Boulevard
Fort Lauderdale, FL 33309
Telephone No. (954) 777-4146

- a. The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's public right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY, upon the DEPARTMENT'S final acceptance of the Project.
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 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.
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. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
 - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connections with utility customers.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.

11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the Project including but not limited to executing documents and allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and/or 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 Scope

[This space intentionally left blank.]

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

AGENCY

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

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

_____ day of _____, 20_____

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20_____

Approval:

Office of the General Counsel (Date)

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EXHIBIT A

PROJECT SCOPE

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

- **Middle River Drive** from NE 26th Street to Oakland Park Boulevard
- **NE 32nd Street** from NE 26th Avenue to NE 30th Avenue
- **NE 30th Avenue** from Oakland Park Boulevard Access Road to NE 32nd Street
- **NE 33rd Avenue South** from NE 30th Street to Oakland Park Boulevard Access Road
- **NE 30th Street** from NE 33rd Avenue to North Atlantic Boulevard
- **North Atlantic Boulevard** from NE 23rd Avenue to Oakland Park Boulevard

Typical Section: New typical section will include pavement widening to add continuous 4-foot designated bicycle lanes on both sides of Middle River Drive and NE 32nd Street. The width of the travel lanes will be 10 feet.

Signing and Pavement Markings: Existing signing and pavement markings will be upgraded. Shared lanes markings (Sharrows) will be provided on the remaining roadways in the project.

Drainage: Drainage structures will be adjusted and/or modified when located in the area of pavement widening for the bicycle lanes.

Landscape: Trees that are impacted by the pavement widening for the bicycle lanes will be evaluated for survivability and relocated by the City. Landscape irrigation systems impacted by the pavement widening will be repaired.

Other: Green pavement for bicycle lanes will be added on the bicycle lanes at the traffic conflict locations.