

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, 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 POMPANO BEACH**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **"AGENCY."**

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 844, at the intersection of State Road 844 and NE 14th Street, in Broward County, Florida which is described in **"EXHIBIT A" (Project Location, Description and Location Map)**; and

WHEREAS, the **AGENCY** seeks to install and maintain certain Radar Speed Signs and Ground Mount Solar Power Speed Feedback, hereinafter called **"IMPROVEMENTS"** as specified in the **PLAN** as described in **"EXHIBIT B"** delineating a location within the **DEPARTMENT** right of way of State Road 844; and

WHEREAS, the **DEPARTMENT** shall allow the **SIGNS** to be installed and said **SIGNS** must be maintained as propose by **AGENCY**; and

WHEREAS, the **AGENCY** shall provide and install the Radar Speed Signs; and

WHEREAS, the Project involves the scope of work as described within **EXHIBIT A" (Project Location, Description and Location Map)**; and **"EXHIBIT B"** (Plans) which will benefit the **AGENCY**; 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, **AGENCY**, by Resolution No. _____, dated the _____, of _____, 2019 attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so; and

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 term of this **AGREEMENT** shall commence upon execution by both parties and shall continue until terminated pursuant to the provisions of this **AGREEMENT**.
2. The **AGENCY** hereby agrees to provide and install or cause to be installed the **IMPROVEMENTS** on the highway facility as specified in the signing plan as described in **EXHIBIT B** which will benefit the **AGENCY**. The **AGENCY** shall not change or deviate from said **SIGNING PLAN** without written approval of the **DEPARTMENT**.

3. MAINTENANCE OF FACILITIES

- A. It is understood and agreed by the parties that upon completion of the project, the **AGENCY** shall be responsible for maintenance of the **IMPROVEMENTS** in accordance with **DEPARTMENT** Standards and Specifications; Maintenance shall also include the following:
- B. Periodic inspections of no less than twelve (12) months of all **SIGNS**, including:
- 1) Ensuring clear visibility from the roadway. Any obstructions shall be removed or the **SIGNS** relocated to provide adequate visibility after notice and permission from the **DEPARTMENT**.
 - 2) Inspection of **SIGN** posts, foundations, brackets, etc. for any defects. Any such defects shall be repaired in accordance with federal, state, and county standards.
 - 3) Any single post regulatory **SIGN** identified as being missing or downed, shall be replaced within one (1) business day. All other single or multi-post signs discovered to be missing or downed shall be replaced within ninety (90) days
 - 4) Any single post regulatory **SIGN** identified as being damaged, shall be made safe within twenty-four (24) hours.
 - 5) Replacement poles, brackets, hardware, etc.
 - 6) A nighttime inspection of all signs to check for retroreflection shall be made at least once a year and conducted in accordance to the methods referenced in Procedure No. 850-065-002, Maintenance Rating Program (MRP) prescribed in the MRP Handbook.
 - 7) 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, repayment, reworking or **AGREEMENT** termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.
 - 8) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the sign poles, or other assets occurring as a result of the maintenance and/or repairs to the **SIGNS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

- 9) The **AGENCY** agrees to maintain, at its sole cost and expense, the **SIGNS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
 - 10) The **SIGNS** shall be kept clean and free from trash and debris. The **SIGNS** shall be kept free of graffiti. The **SIGNS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.
 - 11) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **SIGNS**. The **AGENCY's** responsibility to keep the **SIGNS** in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, weather, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **SIGNS** in a manner to protect against injury to any person or property.
- C. The **AGENCY** shall be solely responsible for the maintenance and preservation of all **SIGNS** within the limits of construction. The **AGENCY** shall inspect the **SIGNS** on a yearly basis. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements)**.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the **AGENCY** has undertaken the **SIGN** installation and/or maintenance responsibility mentioned above, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this **AGREEMENT**, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, to placing said **AGENCY** on notice thereof. Thereafter, the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:
- 1) Complete the installation, or part thereof, with **DEPARTMENT** or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or,
 - 2) Maintain the **IMPROVEMENTS** or any part thereof, with the **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, and / or,

- 3) At the discretion of the **DEPARTMENT** terminate the **AGREEMENT** in accordance with Paragraph 6, and remove, by the **DEPARTMENT** or private Contractor's personnel, all of the **IMPROVEMENTS** installed under this **AGREEMENT** or any preceding **AGREEMENTS** and charge the **AGENCY** the reasonable cost of such removal.

4. **FUTURE DEPARTMENT IMPROVEMENTS**

- A. In the event the **DEPARTMENT** decides to construct additional improvements or modify improvements, and it is necessary to remove the signs within the limits of the right of way herein previously identified, the **DEPARTMENT** shall notify the **AGENCY** in writing.
- B. It is understood between the parties hereto that the **IMPROVEMENT** 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 adjacent state road(s) be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.
- C. The **AGENCY** shall be given sixty (60) calendar days' notice to remove said **IMPROVEMENTS** after which time the **DEPARTMENT** may remove same. All permits associated with the removal, relocation or adjustments of these **IMPROVEMENTS** are the maintaining **AGENCY'S** responsibility.

6. **AGREEMENT TERMINATION**

- A. In addition to those conditions otherwise contained herein, 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.
 - 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**.
- B. The **DEPARTMENT** may terminate this **AGREEMENT**, without cause, at any time upon thirty (30) days written notice to the **AGENCY**.
- C. The **AGENCY** may terminate this **AGREEMENT**, without cause, at any time upon thirty (30) days written notice to the **DEPARTMENT** after complete removal of the **SIGNS** and the area restored to its original condition.

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** consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for these **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, subconsultants, 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 coverage 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) day 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:

- A. 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

B. Expressly require any subcontractors 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 **AGREEMENT** incorporates and includes all prior negotiations, correspondence, conversations, **agreements** or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this **AGREEMENT** that are not contained in this document except the above-referenced permit. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

11. **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.

12. **ASSIGNMENT**

This **AGREEMENT** may not be assigned or transferred by the **AGENCY**, in whole or in part, without the prior written consent of the **DEPARTMENT**.

13. **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
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

Section No.:86003
Permit No.: 2019-K-49-00033
County: Broward
State Road No.: SR 844/14th Street Causeway
Agreement No.: 20190319-01

If to the **AGENCY**:

City of Pompano Beach
Attention: John Sfiropoulos, City Engineer
41 NE 1st Street
Pompano Beach, Fl. 33060

With a Copy to:

Keith and Associates, Inc.
Attention: Lori Treviranus
301 East Atlantic Boulevard
Pompano Beach, Fl. 33060
ltreviranus@keithteam.com

Section No.:86003
Permit No.: 2019-K-49-00033
County: Broward
State Road No.: SR 844/14th Street Causeway
Agreement No.: 20190319-01

16. LIST OF EXHIBITS:

EXHIBIT A: PROJECT LOCATION, DESCRIPTION AND LOCATION MAP
EXHIBIT B: SIGNING PLAN
EXHIBIT C: MAINTENANCE PLAN REQUIREMENTS

[Remainder of page intentionally left blank; signature page to follow.]

Section No.:86003
Permit No.: 2019-K-49-00033
County: Broward
State Road No.: SR 844/14th Street Causeway
Agreement No.: 20190319-01

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

AGENCY: CITY OF POMPANO BEACH

By: _____
Chairman

Date

ATTEST: _____
Clerk

Date

Legal Approval

Attorney

Date

Section No.:86003
Permit No.: 2019-K-49-00033
County: Broward
State Road No.: SR 844/14th Street Causeway
Agreement No.: 20190319-01

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 _____
Howard Webb, P.E., Director of Operations

Date: _____

Approval as to Form:

By _____
Dawn Raduano, District General Counsel

Date: _____

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND LOCATION MAP

I. PROJECT LOCATION

The **AGENCY** seeks to install and maintain the **Radar Speeding Signs** along State Road 844 to begin project at the intersection of State Road 844/ NE14th Street Causeway (M.P.) 0.000 and end project at State Road 844/ NE14th Street Causeway (M.P.) 0.736 in Pompano Beach, Florida.

II. DESCRIPTION

The **AGENCY** seeks to install and maintain the **Radar Speeding Signs** within the **DEPARTMENT** right of way of State Road 844/ NE14th Street Causeway.

III. LOCATION MAP



EXHIBIT B

SIGNING PLAN

SIGNING PLANS prepared by Keith and Associates, Inc. dated January 24, 2019 as approved by the **DEPARTMENT**.

SIGNING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	1	KEY SHEET
14	2	TABULATION OF QUANTITIES
15	3	PLAN SHEETS

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID N/A

BROWARD COUNTY (86003)

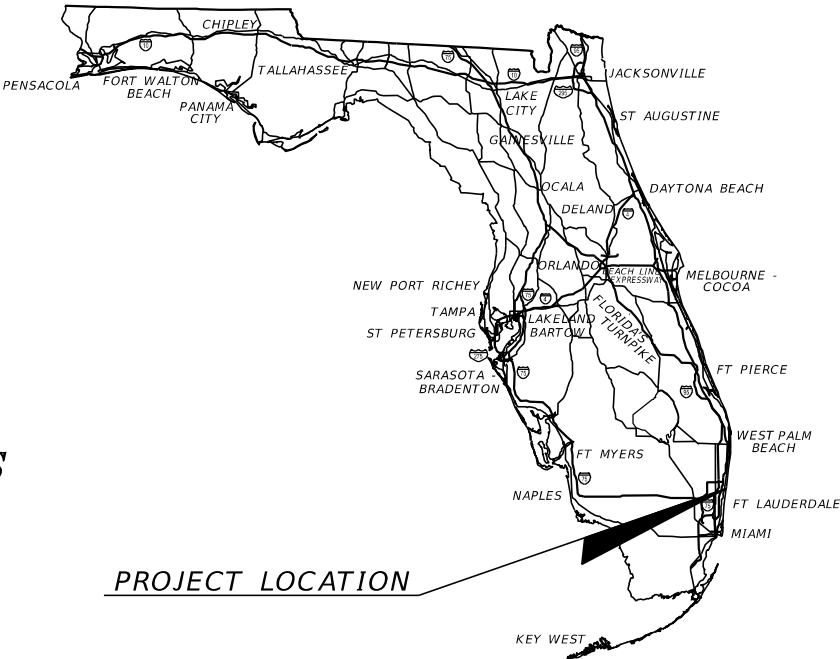
STATE ROAD NO. 844 (NE 14TH STREET CAUSEWAY)

SIGNING AND PAVEMENT MARKING PLANS

2019-K-491-00033

INDEX OF SIGNING AND
PAVEMENT MARKING PLANS

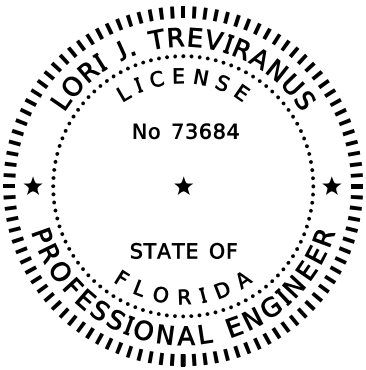
SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	TABULATION OF QUANTITIES
S-3	PLAN SHEET



PROJECT LOCATION

A COPY OF THIS PERMIT AND
PLANS WILL BE ON THE JOB SITE
AT ALL TIMES DURING THE
CONSTRUCTION OF THIS
FACILITY

FDOT
APPROVED



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
IN THE ELECTRONIC DOCUMENTS.

SIGNING AND
PAVEMENT MARKING PLANS
ENGINEER OF RECORD:

LORI J. TREVIRANUS, P.E. NO.: 73684
KEITH AND ASSOCIATES, INC.
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FL 33060
(954) 788-3400
CONTRACT NO.: N/A
VENDOR NO.: F65-0806421
CERTIFICATE OF AUTHORIZATION NO.: 7928

FDOT PROJECT MANAGER:
N/A

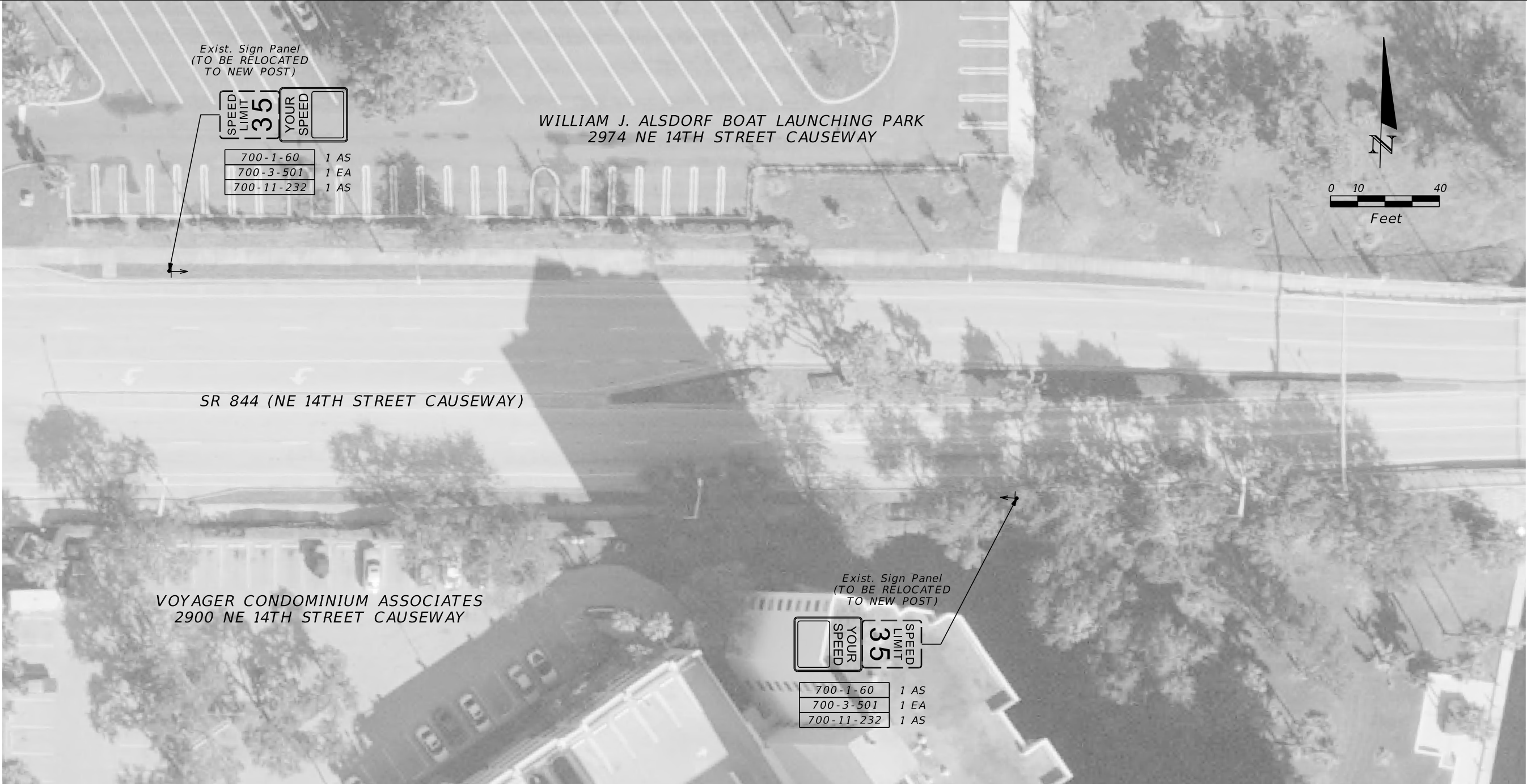
CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
N/A	19	S-1

TABULATION OF QUANTITIES																		
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL	
			S - 3															
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
0101-1	MOBILIZATION	LS	1												1		1	
0102-1	MAINTENANCE OF TRAFFIC	LS	1												1		1	
0700-1-60	SINGLE POST SIGN, REMOVE	AS	2												2		2	
0700-3-501	SIGN PANEL , RELOCATE, UP TO 12 SF	EA	2												2		2	
0700-11-232	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL GROUND MOUNT-SOLAR POWER, SPEED FEEDBACK, UP TO 12-20 SF	AS	2												2		2	

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REVISIONS				LORI J. TREVIRANUS, P.E. P.E. LICENSE NUMBER 73684 KEITH AND ASSOCIATES, INC. 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FL 33060 CERTIFICATE OF AUTHORIZATION NO.: 7928	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 844	BROWARD	N/A		S-2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TEMPORARY TRAFFIC CONTROL PLAN - PHASE NOTES

PHASE I

THE INTENT OF THIS PHASE IS TO REMOVE THE EXISTING ASSEMBLY AND INSTALL THE EXISTING SIGN BELOW THE ELECTRONIC DISPLAY ON A NEW ASSEMBLY.

1. PERFORM WORK INTENDED FOR THIS PHASE IN ACCORDANCE WITH INDICES 102-600, AND 102-611.

REVISIONS				LORI J. TREVIRANUS, P.E. P.E. LICENSE NUMBER 73684 KEITH AND ASSOCIATES, INC. 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FL 33060 CERTIFICATE OF AUTHORIZATION NO.: 7928	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 844	BROWARD	N/A		S-3

EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the **SIGNS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted 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. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

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