

SECTION No.: 86036500
FM No.: 440746-1-52-01
AGENCY: City of Pompano Beach
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 City of Pompano Beach, 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 Dr. Martin Luther King, Jr. Boulevard, as part of the City Roadway System from Powerline Road to east of SR-9/Interstate 95; 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 440746-1, which involves the milling and resurfacing of Dr. Martin Luther King Jr. Blvd; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the **DEPARTMENT** may not spend state funds for Off-system projects; and

WHEREAS, pursuant to that certain Local Funding Agreement between the **AGENCY** and the **DEPARTMENT** dated _____ day of _____, 20____, and all subsequent amendments thereto, the **DEPARTMENT** is milling and resurfacing Dr. Martin Luther King Jr. Blvd from Powerline Road to east of SR-9/Interstate 95; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the **DEPARTMENT** will proceed to construct the Project; 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) 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 milling and resurfacing to reduce existing lane widths and minor widening to accommodate bicycle lanes, address ADA issues, including lighting and mast arm signal improvements, and provide standard signage and pavement markings. The Department shall give the AGENCY ten (10) days notice before final acceptance.
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 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 connection 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 Request for Proposal (RFP) Conceptual plans/document. 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

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

AGENCY

ATTEST:

CITY OF POMPANO BEACH, through its
BOARD OF CITY COMMISSIONERS

By: _____
Asceleta Hammond, City Clerk

By: _____
Rex Hardin, Mayor

_____ day of _____, 20_____

Approved as to form by Office of City Attorney

By: _____
Mark Berman, 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 of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way. The project limits fall within the City of Pompano Beach and the roadway is owned and maintained by City.

440746-1-52-01: Dr. Martin Luther King Jr. Boulevard from Powerline Road to east of SR-9/Interstate 95 in Broward County

Summary: Milling and resurfacing to reduce existing lane widths and minor widening to accommodate a 7' buffered bike lane in both directions. Includes lighting and mast arm signal improvements.

Americans with Disabilities Act (ADA)

The proposed signalization and the proposed pedestrian features will be designed to be in accordance with the Americans with Disabilities Act.

Intelligent Transportation Systems (ITS)

Restore traffic monitoring site affected by milling, resurfacing and widening operations.

Landscaping/Hardscaping

Install landscaping in median and landscape buffer. Coordinate with City of Pompano Beach for hardscape improvements to existing sidewalks.

Lighting

Install new lighting infrastructure to supplement existing lighting to meet current standards. Install pedestrian level lighting.

Railroad

Coordination with CSX Railroad will be required given the proposed milling and resurfacing on Dr. Martin Luther King Jr. Boulevard east and west of the railroad.

Roadway

Mill, resurface and widening roadway to accommodate buffered bike lanes.

Signalization

Replace existing signal assemblies with mast arm signal assemblies to accommodate lane modifications at: NW 6th Street and NW 16th Avenue

Signing and Marking

Provide new signs and pavement markings to match the planned improvements.