

PROPOSED RESOLUTION NO. 2020-R-07

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES APPROVING THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR MOBILITY IMPROVEMENTS ON 72<sup>ND</sup> AVE; DIRECTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE METROPOLITAN PLANNING ORGANIZATION (MPO) AND FDOT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Pembroke Pines ("City") supports roadway mobility improvements along 72<sup>nd</sup> Avenue by the Florida Department of Transportation ("FDOT"); and

**WHEREAS**, the City recognizes the importance of collaborative planning efforts to help address current and future transportation demands throughout the County and therefore supports the capital project in conjunction with the Broward Metropolitan Planning Organization ("Broward MPO") and FDOT; and

**WHEREAS**, the City and FDOT mutually recognize the need for entering into a Memorandum of Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the City has jurisdiction over 72<sup>nd</sup> Avenue as part of the City roadway system from SR 824/Pembroke Road to NW 2<sup>nd</sup> Street; and

**WHEREAS**, pursuant to Sections 339.07, 339.08, and 339.12, Florida Statutes and Federal funding provisions, FDOT is authorized to undertake projects within City's geographical limits and the City recognizes the merit and utility of new mobility improvements; and

**WHEREAS**, the FDOT has undertaken and obtained Federal participation for the project, and the City will be responsible for additional project costs determined to be Federal Aid Non-Participating; and

**WHEREAS**, the City agrees to have FDOT construct certain improvements, including, but not limited to designated bike lanes, sidewalk facilities, signage and pavement markings, pedestrian signalization, and drainage improvements; and

**WHEREAS**, the City, Broward MPO, and FDOT are partnering to complete the project; and

**WHEREAS**, City Commission of Pembroke Pines, Florida finds it to be in the best interests of the citizens and residents of the City to approve the Memorandum of Agreement and support roadway mobility improvements along 72<sup>nd</sup> Avenue by FDOT.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing "WHEREAS" clauses are ratified and confirmed to be true and correct and are made a part of this Resolution.

**Section 2.** That the City Commission hereby approves the Memorandum of Agreement between the City and FDOT for roadway mobility

improvements along 72<sup>nd</sup> Avenue, attached hereto as Exhibit "A" and incorporated herein.

**Section 3.** That the City Commission further directs the City Clerk to send a copy of this Resolution to Broward MPO and FDOT.

**Section 4.** That the appropriate City officials are hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 7.** That this Resolution shall become effective immediately upon its passage.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
PEMBROKE PINES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF PEMBROKE PINES, FLORIDA

By: \_\_\_\_\_  
MAYOR FRANK C. ORTIS

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM,  
CITY CLERK

ORTIS \_\_\_\_\_

CASTILLO \_\_\_\_\_

GOOD \_\_\_\_\_

APPROVED AS TO FORM:

SCHWARTZ \_\_\_\_\_

SIPLE \_\_\_\_\_

\_\_\_\_\_  
OFFICE OF THE  
CITY ATTORNEY

SECTION No.: 860000-91  
FM No.: 431770-3-52-01  
AGENCY: City of Pembroke Pines  
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 Pembroke Pines, a political subdivision of the State of Florida, or 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 SW 72<sup>nd</sup> Avenue, as part of the City roadway system from SR 824/Pembroke Road to NW 2<sup>nd</sup> Street; 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 431770-3-52-01, which involves sidewalk and bicycle lane improvements; 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**, 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**, 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. 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 2019, 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 2019-20, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2019, 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 the roadway, sidewalk facilities, drainage system, signage and pavement markings, signals, lighting, and landscape. The Department shall give the AGENCY ten (10) days notice before final acceptance.
  - a. The AGENCY grants 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 existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
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 effect signal and interconnect connections for the Project.
11. Drainage: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to construct the drainage improvements to address increased runoff from additional impervious area from the widened pavement.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
13. 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.
14. 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.
15. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

16. LIST OF EXHIBITS

- **Exhibit A:** Project Scope

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

AGENCY

ATTEST:

City of Pembroke Pines, through its  
BOARD OF CITY COMMISSIONERS

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by Office of City Attorney

By: \_\_\_\_\_

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)

SECTION No.: 860000-91  
FM No.: 431770-3-52-01  
AGENCY: City of Pembroke Pines  
C.R. No.: N/A

## **EXHIBIT A**

### **PROJECT SCOPE**

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

#### **Typical Section:**

- Two-lane undivided roadway with 10' travel lanes, and 5' designated bike lanes. Sidewalk facilities located on the both sides of the road near the right-of-way. Posted speed is 30 MPH.

#### **Signing and Pavement Markings:**

- Install signs related to the bicycle lane construction. Installed signs to be in conformance with the Broward County Land Development Code and the 2009 Manual of Uniform Traffic Control Devices (MUTCD) with Revision 1 and 2. Install pavement markings in accordance with Broward County Land Development Code, the 2013 Florida Greenbook, and 2009 MUTCD.

#### **Signalization:**

- Upgrade all pedestrian features at signalized intersections.

#### **Drainage:**

- Construct drainage improvements to address increased runoff from additional impervious area from the bicycle lanes. Construct French Drain to attenuate increased runoff from widened area.

#### **Permits:**

- No potential environmental impacts have been identified within the project limits. The project is exempt per F.A.C. Section 62-330.051(4)(c) and (d).

#### **Lighting:**

- Upgrade pedestrian lighting at signalized intersections.

#### **Landscape:**

Document existing tree type and condition. Prune, and remove trees in vicinity of improvements.

**Other:**

- Pedestrians improvements include reconstruction of curb ramps that do not meet ADA guidelines and affected by roadway widening, restriping of crosswalks, and upgrades of pedestrian features at signalized intersections.

NW 72nd Ave - Pines Blvd. to NW 2nd St



SW 72nd Ave - Pembroke Rd. to Pines Blvd.

