

SECTION No.: N/A
FM No. (s): 425959-1-52-01
COUNTY: Palm Beach
S.R. No.: N/A

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT, hereinafter called AGREEMENT, made and entered into this _____ day of _____ 20____, on the last date of execution by a party hereto, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and **PALM BEACH COUNTY**, a political subdivision, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Jog Road as part of the County Highway System from south of Gun Club Road to north of Wallis Road; and

WHEREAS, the AGENCY and the DEPARTMENT seek to have the DEPARTMENT construct and the AGENCY maintain certain Highway improvements within the right of way of Jog Road as described within **Exhibit A** ("Improvements"); and

WHEREAS, pursuant to **§339.07, 339.08 and 339.12**, Florida Statutes the DEPARTMENT is authorized to undertake a project within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, the said project is identified and known to the parties as Jog Road at SR 80 Bridge Widening over C-51 Canal, Financial Project Identification Number 425959-1-52-01, hereinafter PROJECT, which will benefit the AGENCY; 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 from the AGENCY to maintain the Improvements; and

WHEREAS, the parties hereto mutually recognize the need for entering into a maintenance agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. _____ dated _____, 20____, 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, the DEPARTMENT and AGENCY in consideration of the mutual covenants and agreements contained in this AGREEMENT, and for other good and valuable consideration, covenant and agree as follows:

1. The DEPARTMENT has undertaken the PROJECT and obtained the approval of Federal participation in PROJECT.
2. The AGENCY permits the DEPARTMENT, its prime contractor and its sub-contractors of all levels to enter on the County Right of way to construct the PROJECT.
3. The AGENCY agrees to accept the Improvements thereon upon "final acceptance" by the DEPARTMENT of the PROJECT, (as that term is defined below).
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the PROJECT, (as that term is defined in Section 5-11 of the Standard Specifications for Roadway and Bridge Construction, dated 2010, as amended by contract documents) and written notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of the Improvements, at its cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) Florida Green Book dated 2007, as amended (c) FDOT Design Standards dated 2010, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2010, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.
5. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to effect signal and interconnect connections for the PROJECT.
6. Environmental permitting: For all permits; the AGENCY shall sign as applicant and be responsible for the permit. Further the AGENCY shall be in compliance with all permits after the construction is complete and finally accepted. The AGENCY shall execute all documentation necessary in a timely matter.
7. This Memorandum of Agreement supersedes any and all prior oral or written representations, including but not limited to, commitments, negotiations, correspondence, conversations, agreements or understandings applicable to the issues addressed in this agreement. No deviation from the terms hereof shall be predicated upon any such representations
8. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
9. Indemnification: The DEPARTMENT shall include the following paragraph as part of Section 7-12.1 of the Standard Specifications for Road and Bridge Construction (2010), as amended, applicable to this Project:

The Contractor shall indemnify, and hold harmless, the AGENCY, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

10. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction (2010), as amended, applicable to this Project:

Cause the AGENCY to be an additional insured party on the Contractor's Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT in any way necessary in order to construct the project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.

12. E-verify requirements: The AGENCY, during maintenance of the PROJECT:

- 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 Vendor/Contractor during the term of the contract; and
- shall 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.

12. LIST OF EXHIBITS

Exhibit A: Project Improvements and Scope

(This space intentionally left blank)

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

AGENCY

COUNTY

ATTEST:

PALM BEACH COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____

_____ day of _____, 2012

Approved as to form and legal sufficiency:

By _____

County Attorney

Approved as to terms and conditions:

By *[Signature]*

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary

(SEAL)

By _____

Transportation Development Director

Approval as to Form:

_____ (__/__/2012)
District Chief Counsel

SECTION No.:	N/A
FM No. (s)	425959-1-52-01
COUNTY:	Palm Beach
S.R. No.:	N/A

EXHIBIT A

PROJECT IMPROVEMENTS AND SCOPE

Improvements on AGENCY's (the County) Right of way.

Summary of Work:

- **JOG ROAD @ SR-80/SOUTHERN BLVD.**
 - WIDENING OF BRIDGE OVER C-51 CANAL;
 - MINOR WIDENING ON JOG ROAD TO ACCOMMODATE PAVED SHOULDERS

Typical Section

- Variable width median. Existing typical section to remain otherwise.

ADA

- Reconstruct new crosswalks, sidewalks, and ramps in compliance with ADA standards at impacted locations.

Lighting

- Lighting is provided by FPL. FDOT will reimburse FPL to relocate 4 poles and add 1 additional pole. Palm Beach County will enter into lighting agreement with FPL to pay for ongoing costs.

Signalization

- Signal pole will be replaced at SW quadrant of Southern and Jog only.

Drainage

- Modifications to the existing closed drainage system to relocate inlets impacted by the realignment / widening. New exfiltration trench to account for additional widening area. Existing exfiltration trench to remain.

Utilities

- Relocation of utilities will be coordinated during design following standard FDOT utility accommodation guidelines.

Structures

- Widen existing bridge structure over the C-51 Canal.

Landscape

- No new or replacement landscaping will be done as part of this project. Existing irrigation will be repaired to the extent that it is directly impacted by roadway construction.

RESOLUTION NO. R-2012-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE THE HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING THE JOG ROAD FROM SOUTH OF GUN CLUB ROAD TO NORTH OF WALLIS ROAD PROJECT.

WHEREAS, the Florida Department of Transportation (FDOT) intends to construct improvements to Jog Road from South of Gun Club Road to North of Wallis Road; and

WHEREAS, the FDOT has requested that Palm Beach County (County) enter into a Highway Maintenance Memorandum Of Agreement (Agreement) outlining the responsibilities of each party with respect to the construction of Jog Road from South of Gun Club Road to North of Wallis Road; and

WHEREAS, the Board of County Commissioners has determined execution of the Agreement to be in the best interest of the citizens and residents of the County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute the Agreement.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

District 1:		-
District 2:	Paulette Burdick	-
District 3:		-
District 4:	Steven L. Abrams	-
District 5:		-
District 6:	Jess R. Santamaria	-
District 7:	Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2012.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

SHARON BOCK, CLERK AND
COMPTROLLER

By: _____

By: _____

Assistant County Attorney

Deputy Clerk