

**SECTION No.: 94003**  
**FM No.: 230256-7-52-01**  
**AGENCY: St. Lucie County**  
**C.R. No.: N/A**

**DISTRICT FOUR**  
**HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered 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 Saint Lucie County, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over Orange Avenue, as part of the St. Lucie County Roadway System from SR 713 (Kings Highway) to the West; 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 geographical limits and the AGENCY is desirous of having 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 from the AGENCY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 230256-7, which involves widening and reconstruction; 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 Action/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 DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating. The AGENCY shall establish a contingency account for Federal Aid non-participating items, no later than the date construction activities are to commence. The DEPARTMENT shall notify the AGENCY as soon as the DEPARTMENT is made aware that an item will be Federal Aid Non-Participating. The AGENCY shall have the opportunity from the DEPARTMENT'S notice to review the Federal Aid Non-Participating scope and costs items before granting its approval. However, failure of the AGENCY to grant its approval shall not relieve the AGENCY from its obligation to pay for Federal Aid Non-Participating items. In the event the Project is delayed due to the Agency's delay in approving or not approving to pay for Federal Aid non-participating items, any and all delay costs shall be the responsibility of the Agency and shall be paid to the Department upon demand.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project.
3. 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.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2016, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2013, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2017, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2017, 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, roadway, drainage system and sidewalk. Additionally, upon final acceptance the DEPARTMENT shall convey all acquired property interests to the AGENCY. The Department shall give the AGENCY ten (10) days notice before final acceptance.
  - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's public right of way.
6. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.

7. 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.
8. 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 be responsible for relocating and adjusting its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. The DEPARTMENT and the AGENCY shall keep the commitments established in the PD&E study, Preliminary Engineering Report and as amended by approved re-evaluations.
11. Drainage: The stormwater management system for Orange Avenue will consist of ditches on both sides that will convey runoff to be collected via inlets and discharged through cross drains to the proposed Canal 32W owned by North St. Lucie River Water Control District (NSLRWCD) constructed on the west side of SR 713/Kings Highway. The AGENCY shall comply with all requirement of NSLRWCD.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent 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.
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

[This space intentionally left blank.]

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

AGENCY

ATTEST:

ST. LUCIE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_

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

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

Approved as to form by Office of County 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)

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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 and/or all acquired property interests to be acquired by the DEPARTMENT for AGENCY.

**Orange Avenue**

Typical Section

- Construction of two 12-foot lanes, 10' open shoulders with 5' paved in each direction with a grassed median varying from 0'-26' and then a 4' traffic separator. There are 12' wide turn lanes and a 7' bike lane heading East approaching the intersection at Kings Highway, and a 5' wide sidewalk on the North side and a 12' wide shared use path on the south side.

Signing and Pavement Markings

- Pavement marking for delineation of the roadway as described under Typical Section.

Drainage

- A combination of a closed and open drainage system consisting of ditches on both sides of the roadway to convey Orange Avenue stormwater runoff to ditch bottom inlets and through cross drains leading to Canal 32W.

Permits

- The FDOT will acquire in the AGENCY's name.