

SECTION No.: 88050000
FM No.: 405606-7-52-01
AGENCY: Indian River CO.
C.R. No.: 510

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, 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 INDIAN RIVER COUNTY, 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 COUNTY ROAD 510 (85th Street), as part of the COUNTY roadway system from CR 512 to 87th 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 405606-7-52-01, which involves widening CR 510 from two lanes to four lanes; 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 as Exhibit B 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. No further permit or agreement from the Agency shall be required to construct this Project.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by the 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 2022, 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 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022-2023, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes maintaining but is not limited to, drainage pond, flexible pavement, signing and pavement markings, signalization equipment, sidewalks, intersection pedestrian lighting, drainage structures, handrails, the Indian River County North County Transit Hub (inclusive of fencing, gates, sidewalk, pavement, sodding, signing & marking, curb, and pond), and miscellaneous walls.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.

- b. The DEPARTMENT shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
- 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 solely responsible for ensuring that the Project remains 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. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.
- 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. At its own expense, the AGENCY shall comply with any and all requests of the DEPARTMENT to provide written notice to utility owners to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.
 - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connections with utility customers.
- 9. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect 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: Includes drainage system along CR 510, a new combined drainage pond with bus hub

located east of CR 510 immediately north of the Sebastian River High School, an existing pond located on the south side of CR 512 between CR 510 and Sebastian River Lane, and an existing pond located adjacent to and on the west side of CR 510 between 89th Street and 87th Street. The proposed design will maintain existing drainage patterns with modifications to some drainage structures necessitated by widening of the roadway. A drainage pond north of the Sebastian River High school and the existing drainage pond between 89th Street and 87th Street will treat the CR 510 drainage. The existing pond on CR 512 between CR 510 and Sebastian River Lane will treat water from CR 510 and intersection improvements at CR 512. A new box culvert will be installed across CR 510 to replace the existing box culvert at 89th Street.

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. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
16. 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, Division 1, General Requirements and Covenants (January 2022), as amended, applicable to this Project:

“Cause Indian River County to be an additional insured party on the Contractor's Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.”

17. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

18. LIST OF EXHIBITS

- **Exhibit A:** Project Scope
- **Exhibit B:** AGENCY's Resolution

[This space intentionally left blank.]

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

AGENCY

ATTEST:

JEFFREY R. SMITH

INDIAN RIVER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By: _____

_____ day of _____, 20____

Approved as to form by Office of County Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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 the DEPARTMENT within the AGENCY's existing CR 510, from CR 512 to 87th Street; and CR 512, from Sebastian Crossing Boulevard to Sebastian River Lane, right-of-way and/or all acquired property interests to be acquired by the DEPARTMENT for the AGENCY.

Typical Section

- CR 510 from CR 512 to 87th Street
 - Four (4) 11-foot wide travel lanes (two in each direction) with seven (7)-foot buffered bicycle lanes
 - Raised median of variable width (minimum 20-foot wide)
 - 5- to 6-foot wide sidewalks along both sides of roadway with ADA compliant pedestrian ramps

Signing and Pavement Markings

- Includes signing and pavement marking within the project limits.

Signalization

- Includes signals on CR 510 at the intersections of CR 512, Mako Way; Hammerhead Way, and 87th Street. Interconnect from CR 512 to 87th Street.

Drainage

- Includes drainage system along CR 510 and CR 512 with a new drainage pond immediately north of Sebastian River High School and use of two existing drainage ponds: CR 512 between CR 510 and Sebastian River Lane, and on CR 510 between 89th Street and 87th Street. A new box culvert across CR 510 at 89th Street to replace the existing culvert.

Permits

- The DEPARTMENT will acquire the following permits in the AGENCY's name: SJRWMD, SRID and USACE/FDEP.

Lighting

- Includes lighting at the signalized intersections.

Miscellaneous

- Retaining walls with handrail along back of sidewalk or other areas along the right of way of CR 510.

Transit

- A new bus hub (Indian River County North County Transit Hub) to utilize the berm tops of the proposed pond immediately north of the Sebastian River High School.

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EXHIBIT B

AGENCY's Resolution