

SECTION No.: 93030
FM No.: 449283-1-52-01
AGENCY: City of Delray Beach
C.R. No.: N/A

**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 **CITY OF DELRAY BEACH**, 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 HOMEWOOD BOULEVARD, as part of the City roadway system from FCA Way / SW 4th Street to SR 806/Atlantic Avenue; and

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

WHEREAS, the **Palm Beach TPA ("TPA")** prioritize and awarded funding to the AGENCY for the design and construction of certain streets pursuant to the "Transportation Improvement Program" ("TIP"); and

WHEREAS, the **TPA** requires the AGENCY'S commitment to maintain all improvements made as part of the **TIP** program and in accordance with Title 23 U.S. Code Section 116 and Federal Highway Administration regulations; 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 herein agrees to engage the DEPARTMENT to construct the improvements outlined in this Agreement; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agree that the DEPARTMENT will construct certain improvements more particularly described as Financial Project ID **449283-1**, which involve the construction of safety improvements at SR 806/Atlantic Avenue at Homewood Blvd; hereinafter referred to as "the Project", as more particularly described in **Exhibit A**; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party for the Project; and

WHEREAS, the AGENCY by its Resolution passed 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 hereby grants the DEPARTMENT and its contractors with all the rights and permissions necessary to enter and construct the Project on the AGENCY's right of way and/or property to which the AGENCY has such authority, no further requirements to construct the Project.
4. No additional right of way is required for the Project. The Project will be completed within the AGENCY'S existing right of way.
5. **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. To the extent and within the limits 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 concerning the Project. The AGENCY shall be the applicant for any and all occupancy permits that are required for the Project, if any.
6. 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.
7. 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 specifications previously approved by both the DEPARTMENT and the AGENCY.
8. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated FY2025-2026 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 2025-26, as amended (d) Standard Specifications for Roadway and Bridge Construction dated FY2025-2026, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.

9. The AGENCY shall maintain the Project after final acceptance, outlined in Exhibit A.
10. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.
11. Warranties: The DEPARTMENT shall transfer all of the Project warranties to the AGENCY.
12. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for the 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 request of the DEPARTMENT to provide written notice to utility owner 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.
13. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
14. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
15. Unforeseen issues: If unforeseen issues 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.
16. E-Verify Requirements (if applicable):

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 to provide the services required by this Agreement; and

- shall expressly require any contractors performing work or providing services pursuant to this Agreement 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.
17. 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.
18. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
19. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
20. 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:

City of Delray Beach, through its
BOARD OF CITY COMMISSIONERS

City Clerk

By: _____

_____ day of _____, 20____

Approved as to form by Office of City 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 on Homewood Blvd are to be completed by DEPARTMENT within the AGENCY's existing right-of-way.

Typical Section: Minor widening and lane reconfiguration, to accommodate one southbound lane and bike lane, striped median, one northbound thru-right, bike lane, and a dedicated right turn lane.

Signing and Pavement Markings: New signs and pavement markings will be installed within the construction limits.

Drainage: Minor swale regrading, where necessary, to accommodate the roadway widening and to harmonize with the existing ground.

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EXHIBIT B

AGENCY's Resolution