

**SECTION No.: 93120000**  
**FM No.: 436307-1-52-01**  
**AGENCY: Village of Wellington**  
**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 the VILLAGE OF WELLINGTON, 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.

**W I T N E S S E T H:**

**WHEREAS**, the AGENCY has jurisdiction over FOREST HILL BOULEVARD, as part of the Village Roadway System, from SFWMD Canal C-51 south to Quercus Court; 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 436307-1 (the "Project"), a portion of which includes Forest Hill Blvd, as more particularly described in **Exhibit A** (hereinafter the "Wellington Portion of the Project"); 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 Wellington Portion of 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**, 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 Wellington Portion of the Project, as more particularly described in **Exhibit A**.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the AGENCY's Forest Hill Boulevard right-of-way, including the temporary easement on property acquired by the DEPARTMENT, to construct the Wellington Portion of the Project. No further permit or agreement shall be required to construct the Wellington Portion of the Project.
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Wellington Portion of the Project.
5. 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 2018, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of the Wellington Portion of the Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Design Manual (FDM), current (b) Florida Green Book dated 2016, as amended (c) Governing standards and specifications: FDOT Standard Plans dated FY 2018-19, as amended (d) Standard Specifications for Roadway and Bridge Construction dated January 2019, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Wellington Portion of the Project includes, but is not limited to, milling and resurfacing of Forest Hill Blvd and associated features (asphalt, signing and markings, sidewalk, barrier walls, gravity walls). The Department shall give the AGENCY ten (10) days notice before "final acceptance".
  - a. After "final acceptance," DEPARTMENT shall convey, and the AGENCY fully accepts, a transfer and assignment of all rights and obligations pursuant to any maintenance, utility agreement, subordinations and/or other agreements, or matters of record relating to the improvements to the Wellington Portion of the Project and the AGENCY shall assume all responsibilities and liabilities arising from any obligations thereunder which responsibilities, liabilities, obligations as set forth in the conveyance documents shall run with the land. This provision shall survive the termination of this Agreement.
  - b. Notwithstanding any other provision herein to the contrary, the Department shall not be responsible for any costs or attorneys' fees arising out of any liabilities or obligations incurred regarding the right of way after the transfer of property.
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 Wellington Portion of the Project.

Further the AGENCY shall be in compliance with all permits related to the Wellington Portion of the Project after the construction is complete. 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 the Wellington Portion of the Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners. 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 Wellington Portion of the Project.
10. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to facilitate DEPARTMENT construction of the Wellington Portion of the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter onto the Forest Hill Boulevard right-of-way and temporary easement area acquired by the DEPARTMENT.
11. 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.
12. 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.
13. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
14. LIST OF EXHIBITS

- **Exhibit A:** Wellington Portion of the Project
- **Exhibit B:** Plan sheet

[This space intentionally left blank.]

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

AGENCY

ATTEST:

Village of Wellington, through its  
BOARD OF COMMISSIONERS

\_\_\_\_\_

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

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

Approved as to form by Office of Village 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.: 93120000**  
**FM No.: 436307-1-52-01**  
**AGENCY: Palm Beach County**  
**C.R. No.: N/A**

**EXHIBIT A**

**WELLINGTON PORTION OF THE PROJECT**

**Scope:**

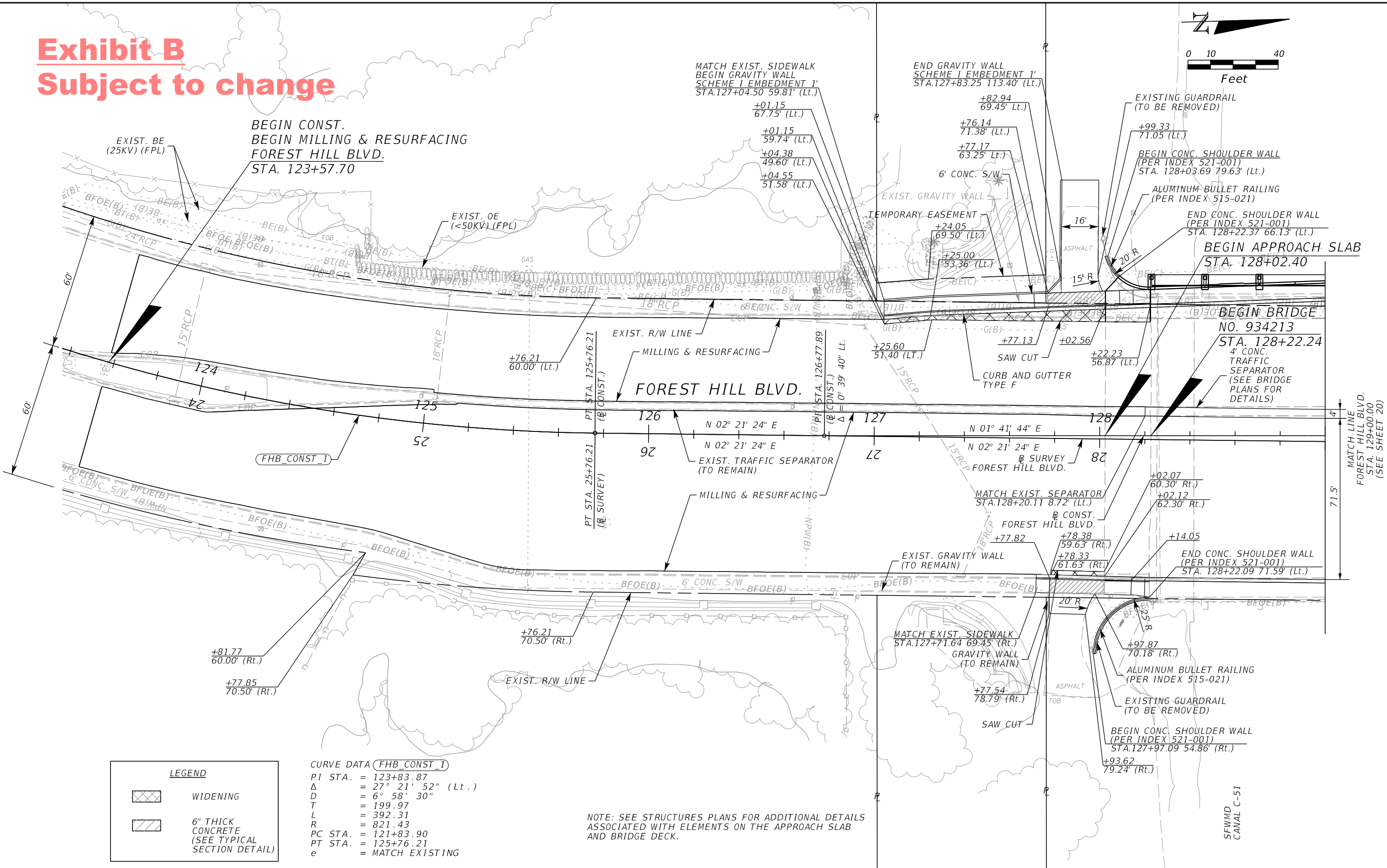
All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing Forest Hill Boulevard right-of-way and temporary easement area.

The project includes the improvements listed below, to the existing roadway within the Forest Hill Blvd right-of-way from the south right-of-way line of the SFWMD Canal C-51 to approximately 500 feet south shown as the southern limits on the attached plan sheet and within the temporary easement described area.

Specific improvements include, but are not limited to:

- Milling & resurfacing
- Widening of the southbound lanes
- Curb and sidewalk improvements adjacent to the pavement widening
- Reconstruction of the gravity wall in front of the Village of Wellington entrance feature (west side of roadway)
- Installation of barrier walls
- Thermoplastic pavement markings
  - The existing dual right turn lanes will be restriped as a third thru lane and a right turn lane (free flow)

Exhibit B  
Subject to change



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.