

**TRANSPORTATION OFF SYSTEM POST PROJECT MAINTENANCE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF ESTERO**

This is an Agreement, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter, the "DEPARTMENT") and Village of Estero (hereinafter, "LOCAL AGENCY") for the maintenance of off system post-project transportation enhancements described below.

W I T N E S S E T H

1. WHEREAS, pursuant to Fla. Stat. §339.08, and the Moving Ahead for Progress in the 21st Century (MAP-21), the DEPARTMENT is authorized to undertake a project within the LOCAL AGENCY geographical limits; and
2. WHEREAS, said project is identified and known to the parties as Financial Project #**449681-1-52-01** which will benefit the LOCAL AGENCY; and
3. 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 LOCAL AGENCY to maintain the project; and
4. WHEREAS the LOCAL AGENCY by Resolution No. _____, dated _____, a copy of which is attached hereto and made a part hereof as **Exhibit A**, has consented to and approved the Agreement and has authorized its chairperson or designee to execute said Agreement.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The DEPARTMENT has undertaken the project and obtained approval for federal participation for the improvements at the location shown in **Exhibit "B"**, (attached and incorporated by reference):
 - The project consists of the construction of pedestrian and bicycle improvements at the Via Coconut roundabouts located at Pelican Colony Blvd. and Williams Road. Improvements include 10-foot-wide sidewalks, pedestrian and bicycle ramps, relocated crosswalks, milling and resurfacing, and revised signing and pavement markings.
2. It is understood and agreed by the parties that upon completion of the project, the LOCAL AGENCY shall be responsible, at its costs for maintenance of said project in accordance with the following federally accepted state standards: (a) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (2012), as amended, and as to any future amendments and/or updates to said Manual.

3. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

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INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Village of Estero has caused this Agreement to be executed in its behalf through its chairperson or designee, and THE FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary for District One, as indicated below. This Agreement shall become effective on:

Department to enter date.

VILLAGE OF ESTERO, FLORIDA

ATTEST

BY:

BY:

CHAIRPERSON OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

TITLE

DATE

VILLAGE OF ESTERO LEGAL REVIEW:

BY:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

BY:

BY:

DISTRICT ONE SECRETARY OR DESIGNEE

PRINT NAME

PRINT NAME

TITLE

DATE

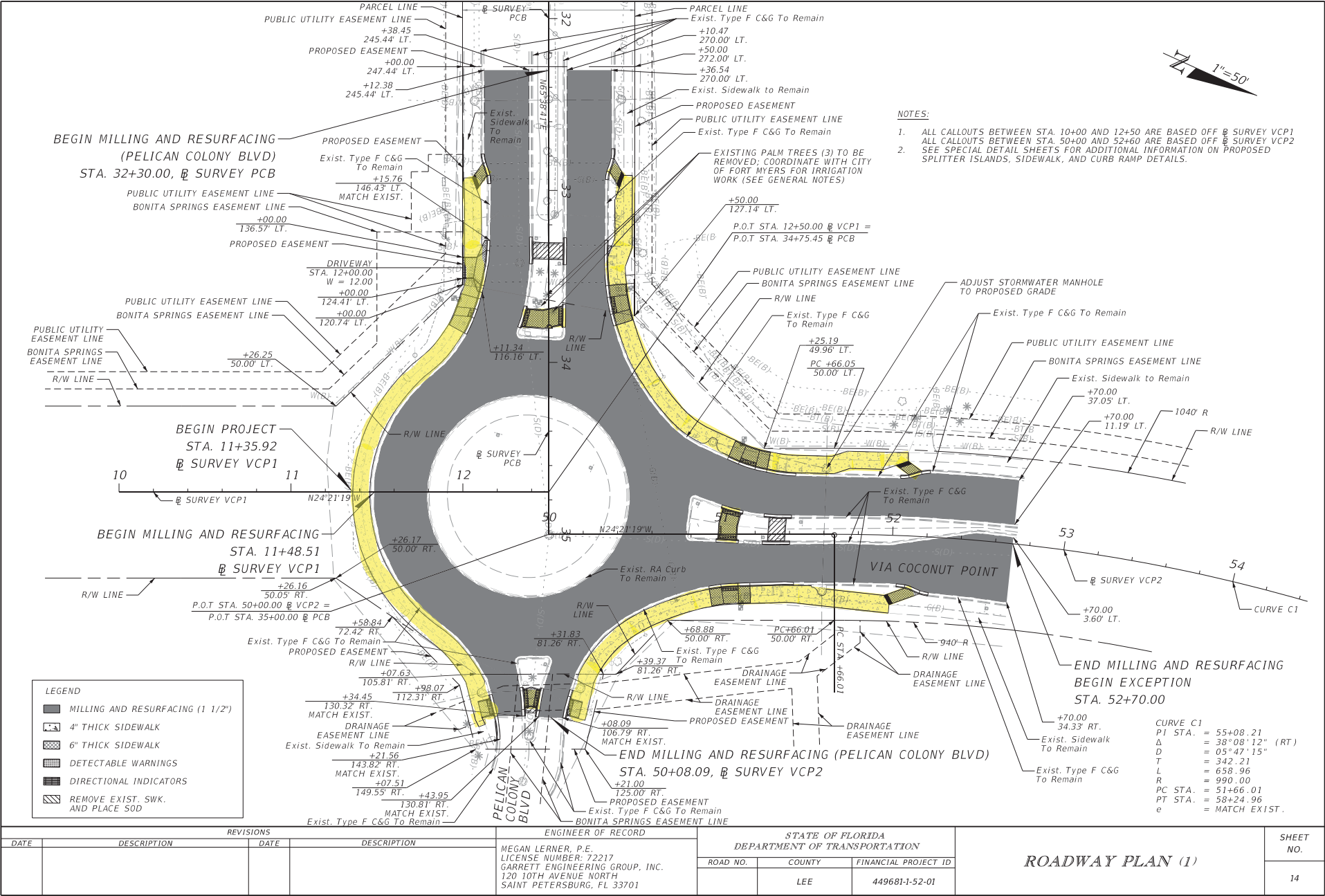
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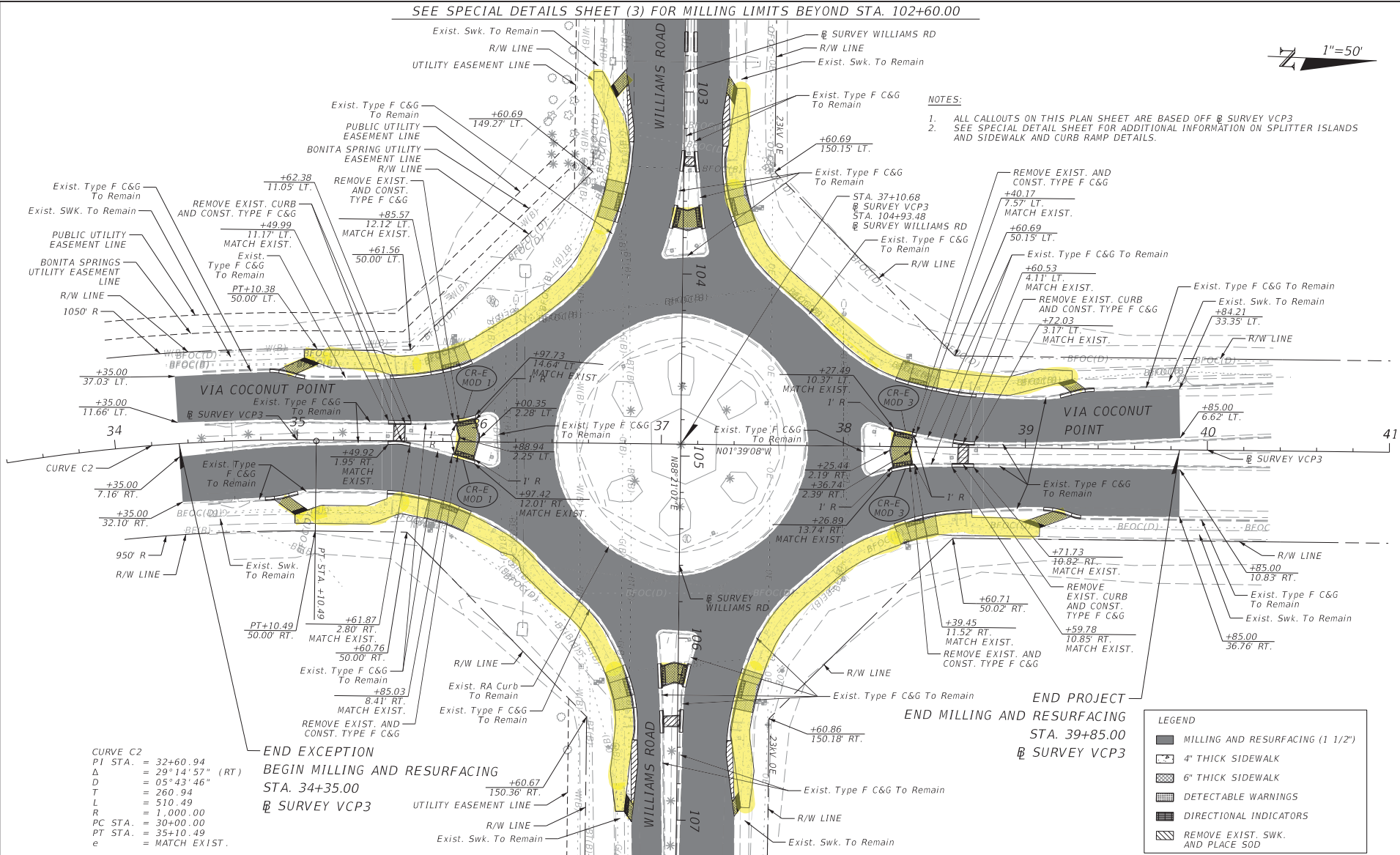
DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY:

DS
DC





REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
			MEGAN LERNER, P.E. LICENSE NUMBER: 72217 GARRETT ENGINEERING GROUP, INC. 120 10TH AVENUE NORTH SAINT PETERSBURG, FL 33701		LEE	449681-1-52-01	15