

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMUNITY AESTHETIC FEATURE AGREEMENT**

Section No. 86040/86018 CAFA No. 2017-M-xxx-xxxx

This Community Aesthetic Feature Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation ("FDOT") and City of Hollywood, Florida ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Agency has requested permission from FDOT to install a [**CHOOSE ONE:**  Public Art – Standalone,  Public Art – Add On/affixed,  Local Identification Marker – Standalone,  Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Hollywood Blvd. (SR 820), Federal Hwy. (US 1), Pembroke Road (SR 824), Sheridan St. (SR 822), and Stirling Rd. (SR848) in Hollywood, Broward County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

**AGREEMENT**

**1. TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through September 30, 2019, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within One hundred eighty (180) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

**2. PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:**  Public Art – Standalone,  Public Art – Add On/affixed,  Local Identification Marker – Standalone,  Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

**3. FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

**4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 3400 West Commercial Boulevard, Fort Lauderdale, FL.33309. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT

Section No. 86040/86018 CAFA No. 2017-M-xxx-xxxx

expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager Vikrant Srivastava, at (954) 776-4300 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.
- g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this

Section No. 86040/86018 CAFA No. 2017-M-xxx-xxxx

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficiency(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services:  
Cleaning and restoration of deteriorated or graffiti-damaged art wrap, if feasible. Otherwise, complete removal of art wrap feature.  

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- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ NA.
- n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:  
"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees

Section No. 86040/86018 CAFA No. 2017-M-xxx-xxxx

from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR PROGRAM MANAGER

Mr. Vikrant Srivastava  
5548 N.W. 9<sup>th</sup> Avenue, Fort Lauderdale, Florida 33309  
Phone: (954) 776-4300  
Fax: (954) 958-7660

CITY OF HOLLYWOOD, FLORIDA

Dr. Wazir Ishmael, City Manager  
P.O. Box 229045, 2600 Hollywood Blvd.  
Hollywood, FL 33022-9045  
Phone: (954) 921-3201  
Fax: (954) 921-3314

7. **TERMINATION OF AGREEMENT.** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

Section No. 86040/86018 CAFA No. 2017-M-xxx-xxxx

**8. LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

**9. PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**10. UNAUTHORIZED ALIENS.** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**11. NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

**12. DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**13. ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

Section No. 86040/86018 CAFA No. 2017-M-xxx-xxxx

14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.
18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.
19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.
21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*

Section No. 86040/86018 CAFA No. 2017-M-xxx-  
\_\_\_\_\_ xxxx

**AGENCY**

City of Hollywood, Florida \_\_\_\_\_  
\_\_\_\_\_

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

Print Name: Dr. Wazir Ishmael \_\_\_\_\_

Title: City Manager \_\_\_\_\_

As approved by the Council, Board, or

Commission on: \_\_\_\_\_

Attest: Alan Fallik \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
City Attorney

**FDOT**

State of Florida, Department of Transportation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_

Section No. 86040/86018 CAFA No. 2017-M-xxx-  
xxxx

## EXHIBIT "A"

### PROJECT DESCRIPTION

#### I. SCOPE OF SERVICES

The City of Hollywood desires to affix decorative vinyl wraps on existing traffic signalization cabinets located within FDOT right of way on Federal Highway (US1), Hollywood Boulevard (SR 820), North Dixie Highway and Pembroke Road (SR 824, Sheridan St. (SR 822), and Stirling Rd. (SR 848).

#### II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by NA,  
P.E./R.L.A./Architect and dated NA. Any revisions to these plans must be approved by FDOT in writing.

Installation of decorative vinyl wraps on signalization cabinets at the following locations within FDOT right of way:

1. #3117 - Hollywood Blvd. (SR 820) at 13<sup>th</sup> Ave. – 62" x 44 ½" x 28 ½"
2. #3135 – Hollywood Blvd. (SR 820) at S. 56<sup>th</sup> Ave. – 67 ¾" x 38" x 27"
3. #3136 – Hollywood Blvd. (SR 820) at N. 58<sup>th</sup> Ave. – 69" x 44" x 29"
4. #3128 – Hollywood Blvd. (SR 820) at South Park Rd. – 68 ½" X 40" x 27"
5. #3141 – Johnson St. at N. Federal Hwy. (US 1) - 62" x 44 ½" x 28 ½"
6. #3009 – Pembroke Rd. (SR 824) at S. 56<sup>th</sup> Ave. – 55 ½" x 38" x 27 ½"
7. #3331 – Sheridan St. ( SR 822) at N. 26<sup>th</sup> Ave. – 67 ¼" x 37 ¾" x 27 ¾"
8. #3179 – Sheridan St. ( SR 822) at N. 56<sup>th</sup> Ave. – 68" x 40" x 27"
9. #3185 – Sheridan St. ( SR 822) at N. 72<sup>nd</sup> Ave. – 62 x 44 x 28 ½ "
10. #3173 – Sheridan St. (SR 822) at N. Federal Hwy. (US 1 ) – 68 ½" x 40" x 27"
11. #3477 – Sheridan St. ( SR 822) at N. Park Rd. – 67" x 38" x 27 ½"
12. #3199 – Sheridan St. ( SR 822) at West Lake Park – 67" x 38" x 27 ½"
13. #3224 – S. Federal Hwy. (US 1) at Wiley St – 67 ½" x 38 x 27 ½"
14. #3186 – Stirling Rd. (SR 848) at N. 46<sup>th</sup> Ave. – 68 ¼" x 40" x 27"
15. #3030 – Stirling Rd. (SR 848) at N. 56<sup>th</sup> Ave. – 68 ½" x 40" x 27"
16. #3303 – Stirling Rd. (SR 848) at N. Park Rd. – 68" x 40" x 27"
17. #3290 – Taft St. at N. Federal Hwy. (US 1) – 62 ¼" x 44 ½" x 28 ½"



Section No. 86040/86018 CAFA No. 2017-M-xxx-  
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EXHIBIT "B"

SPECIAL PROVISIONS

SEE ATTACHMENT MARKED EXHIBIT "B".

**SPECIAL CONDITIONS FOR PERMIT APPROVAL**  
**2017-M-xxx-xxxx**

**DECORATIVE ART-WRAP COVERINGS ON BROWARD COUNTY-  
OWNED TRAFFIC SIGNAL CONTROLLER CABINETS**

1. SPECIAL CONDITIONS OF PERMIT. The special conditions herein are supplemental requirement to the applicable minimum standard conditions contained within the Broward County Public Works Department, Highway Construction & Engineering Division APPLICATION FOR PERMIT FOR CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY. The special conditions described are intended to meet the special circumstances associated with the installation and maintenance of decorative art-wrap coverings on specified traffic signal controller cabinets.
2. APPLICATION OF ART-WRAPPS. The art-wraps coverings shall be attached to the County's traffic signal controller cabinets only. The installation of the art-wrap coverings are limited to the external flat surfaces of the signal controller cabinet only, and shall not be attached to any other signal equipment, such as conduits, signal poles or pedestrian assemblies. The controller cabinet locations that the PERMITTEE will be attaching the art-wraps shall be clearly denoted both in tabular format and on a local area map to be submitted as **Exhibit "A"** attached to the Permit application.
3. ARTWRAP DESIGN CONTENT. PERMITTEE shall provide attached as part of the Permit an **Exhibit "B"** consisting of colored scale renderings of the proposed art-wrap design(s), indicating which designs shall be applied to which sides of the signal controller cabinet, and which designs shall be installed at which locations identified in **Exhibit "A"**. Designs are intended to be artistic in nature, representing a natural, cultural, artistic or historic theme or event associated with the municipality or community. Acceptability of any designs shall be in accordance with applicable COUNTY policies as outlined in the Broward County Advantage Marketing Program.

Designs that promote or encourage the use of the following shall be **prohibited**:

Tobacco: Designs associated with or which may be associated with cigars, cigarettes, pipe tobacco, chewing tobacco, and other tobacco products.

Alcohol: Designs associated with or which may be associated with alcoholic beverages including, but not limited to, beer, wine, and distilled spirits. When a special event permit has been obtained that permits the sale of beer, wine or liquor, signage to identify the vendor(s) location(s) and product(s) is permitted.

Human Reproduction/Sexuality Products and Services: Designs associated with or which may be associated with products or services related to human reproduction, sexuality, or sexual stimulation, including but not limited to

contraceptive products or services, other products or services related to sexual hygiene and counseling with regard to pregnancy, abortion, or other sexual matters or entertainment directed to sexual stimulation.

Demeaning or disparaging words: Designs containing words that demean or disparage an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, gender identity or expression, pregnancy, age, disability, ethnicity, or sexual orientation.

Profanity: Designs containing profane language.

Firearms: Designs containing an image or depiction of a firearm.

Violence: Designs containing an image or description of graphic violence or the depiction of weapons or other implements or devices associated with an act(s) of violence or harm to a person or animal.

Unlawful goods or services: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal goods or services.

Unlawful conduct: Designs which promote or encourage, or appear to promote or encourage, unlawful or illegal behavior or activities.

Obscenity or Nudity: Designs which contain obscene material or imply or appear to imply, or promote or appear to promote nudity. For purposes of these guidelines, the terms "obscene" and "nudity" shall have the meanings contained in Florida Statutes, as may be amended from time to time.

Endorsement: Designs which imply or declare an endorsement by a County agency or the Board without the prior written authorization of the Board.

"Adult"-oriented goods or services: Designs which promote or encourage, or appear to promote or encourage, adult book stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

Potential Danger: Designs which contain the word "stop," "drive," "danger" or any other word, phrase, symbol, lighting, or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

The ultimate acceptability of any proposed design resides solely with the COUNTY.

4. TERM OF PERMIT. The PERMITTEE shall be permitted to apply art-wrap coverings to the County's traffic signal controller for a period of five (5) years beyond the initial permit approval of the art-wrap coverings, or until such time as the COUNTY revokes

the permit, whichever occurs first. This does not preclude the PERMITTEE for re-applying for a new Permit to extend the term of the art-wrap covering.

5. USE OF CONTROLLER CABINETS. PERMITTEE shall have access and non-exclusive use of the County's signal controller cabinets only for PERMITTEE's art-wrap Program. The controller cabinets shall not be used for any other purpose.
6. NOTIFICATION REQUIREMENTS PRIOR TO ART-WRAP INSTALLATION. PERMITTEE shall provide three (3) business-day notice to the Traffic Engineering Division prior to the installation of any art-wrap at a location set forth in **Exhibit "A."**
7. CONTROLLER CABINET IDENTIFICATION LABELS. COUNTY shall fabricate and install a new controller cabinet identification sticker to be placed on an agreed upon location on each of the controller cabinets after application of the art-wrap covering. New identification labels will be fabricated with retro-reflective white background with black text unless otherwise specified.
8. CONTROLLER CABINET REMOVAL OR MODIFICATION BY COUNTY. COUNTY shall provide five (5) days notification to the PERMITTEE prior to any scheduled modification or removal of the controller cabinet or related equipment that would require the removal of any art-wrap coverings. The PERMITTEE will have the option to reinstall the art-wrap covering at its own expense after re-installation of the controller cabinet by COUNTY.
9. DAMAGE TO CONTROLLER CABINET BY THIRD PARTIES. COUNTY will notify PERMITTEE as soon as practical following an event (such as a traffic crash) that results in damage to the controller cabinet that also damages the art-wrap covering, or otherwise requires replacement of the controller cabinet. The PERMITTEE will have the option to reinstall the art-wrap covering at its own expense after repair or replacement of the controller cabinet by COUNTY. Replacement of the controller cabinet required due to a vehicle crash or other similar event that was not caused by the actions of the PERMITTEE shall be replaced by the COUNTY at the COUNTY's expense.
9. DAMAGE TO ART-WRAP BY THIRD PARTIES. The PERMITTEE shall repair or replace the art-wrap at its own expense due to accidental or intentional damage by third parties, such as by vandalism or graffiti. In the event the art-wrap incurs multiple or repeated damage or defacing by graffiti, the PERMITTEE shall have the option to remove the art-wrap from the controller cabinet permanently at its own cost.
10. TERMINATION. This Permit may be terminated immediately by COUNTY if any terms of the permit are not adhered to by the PERMITTEE during the term of the permit. The Permit may otherwise be terminated by COUNTY without cause, or for convenience, upon thirty (30) days written notice to the PERMITTEE by COUNTY.

Section No. 86040/86018 CAFA No. 2017-M-xxx-  
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EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

SEE ATTACHMENT MARKED EXHIBIT "C" for Locations and Photographic Renderings.

EXHIBIT "C" - TRAFFIC SIGNAL CABINET ART WRAP COVERINGS - FDOT R-O-W LOCATIONS

NUMBER	BRO. CO. #	EAST-WEST STREET	NORTH-SOUTH STREET INTERSECTION	LOCATION OF CABINET (RELATIVE TO CENTER OF INTERSECTION)	CABINET	PROPOSED IMAGE
1	3117* (FDOT ROW)	Hollywood Boulevard	(SR 820) S. 13th Ave.	NE		
2	3135* (FDOT ROW)	Hollywood Boulevard	(SR 820) S. 56 <sup>th</sup> Ave.	SE		
3	3136* (FDOT ROW)	Hollywood Boulevard	(SR 820) N. 58 <sup>th</sup> Ave.	SE		
4	#3128 (FDOT ROW)	Hollywood Boulevard	(SR 820) S. Park Rd.	SE		
5	3141* (FDOT ROW)	Hohnson St.	N. Federal Hwy (US 1)	nw		
6	3009* (FDOT ROW)	Pembroke Rd. (SR 824)	S. 56 Ave.	NW		
7	3362 (FDOT ROW)	Sheridan St. (SR 822)	N. 26 Ave.	NW		
8	#3179 (FDOR ROW)	Sheridan St. (SR 822)	S. 56th Ave.	SE		
9	#3185 (FDOR ROW)	Sheridan St. (SR 822)	N. 72nd Ave.	NW		
10	3173* (FDOT ROW)	Sheridan St. (SR822)	N. Federal Hwy (US 1)	SW		
11	#3477 (FDOT ROW)	Sheridan St. (SR 822)	N. Park Rd.	SW		

12	3199* (FDOT ROW)	Sheridan St. (SR 822)	West Lake Park	SE		
13	3224* (FDOT ROW)	S. Federal Hwy (US 1)	Wiley St.	NE		
14	3186* (FDOT ROW)	Stirling Rd. (SR 848)	N. 46 Ave.	SE		
15	#3030 (FDOT ROW)	Stirling Rd. (SR 848)	N. 56th Ave.	SE		
16	#3303 (FDOT ROW)	Stirling Rd. (SR 848)	N. Park Rd.	SE		
17	3290* (FDOT ROW)	Taft St.	N. Federal Hwy (US 1)	SW		

Section No. 86040/86018 CAFA No. 2017-M-xxx-  
xxxx

EXHIBIT "D"  
AGENCY RESOLUTION



Section No. 86040/86018 CAFA No. 2017-M-xxx-  
\_\_\_\_\_ XXXX

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S  
CERTIFICATE OF COMPLIANCE

**NOTICE OF COMPLETION**

COMMUNITY AESTHETIC FEATURE AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and City of Hollywood, Florida \_\_\_\_\_

PROJECT DESCRIPTION: Decorative vinyl art wrap coverings to be installed on existing traffic signal controller cabinets.

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record.

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

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_