

SECTION No.: 86040000
FM No.: 434666-1-52-01
AGENCY: City of Hollywood
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 City of Hollywood, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over Hollywood Blvd, as part of the City of Hollywood Roadway System from City Hall Circle to Dixie Hwy.

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 434666-1, which involves reconstructing Hollywood Blvd to provide a Complete Streets project; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**.

WHEREAS, pursuant to that certain Utility Work by Highway Contractor/UWHC between the AGENCY and the DEPARTMENT dated _____, 2016, and all subsequent amendments thereto, the DEPARTMENT is installing a new water main to replace the existing 8" water main.

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 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 DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
3. The AGENCY shall continue to maintain the existing roadway and any property owned by 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.
4. 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 2016, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2013, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2016, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2016, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, sidewalks, curb and gutters, roadway, grates, lighting. The Department shall give the AGENCY ten (10) days notice before final acceptance.
 - The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
5. The AGENCY shall execute “Local Government Right of Way Certification Statement”, attached as **Exhibit B**, indicating that the PROJECT can be completed within the public right of way, and/or that no additional right of way is required.
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 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. 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 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. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Drainage: Proposed drainage improvements include the addition of curb inlets, manholes, pipes and French drain. Some existing drainage facilities will be removed and others will be cleaned and will remain in place.
11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
12. 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.
13. 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.
14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
15. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope
 - **Exhibit B:** Local Government Right-Of-Way Certification Statement

[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 HOLLYWOOD, through its
BOARD OF CITY COMMISSIONERS

By: _____

_____ day of _____, 20_____

Approved as to form by Office of City 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)

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EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way and/or all acquired property interests to be acquired by the DEPARTMENT for AGENCY.

Typical Section

The proposed corridor will consist of an Urban 4 lane divided roadway with 12' sidewalks, 7'-8" planters, 9' parallel parking, 6' buffered bike lane, 10' outside lane and 11' inside lane, 22'-8" median with parallel parking and sidewalk.

Signing and Pavement Markings

Signing and pavement markings will be provided as per MUTCD criteria

Signalization

New traffic mast arms will be installed at the intersection of Hollywood Blvd and 24th Ave. Other improvements include upgrading existing pedestrian signal heads.

Drainage

Part of the existing drainage system in place replacement of all the existing inlets and construction of new closed drainage systems including manholes, pipes and approximately 1000' of 24" French drain.

Permits

The FDOT will acquire in the AGENCY's name.

Lighting

A combination of pedestrian and roadway lighting will be added

Landscape

No Landscaping is proposed as part of this project. PVC sleeves will be installed during this project in order to facilitate future installation of the irrigation system.