

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Hollywood located at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT has a construction project that encompasses six (6) different components and scopes ("Construction Work"):

- 448574-1-52-01 (FDOT Funded) – Seawall and drainage improvements
- 448574-1-52-02 (3-way split funding between Hollywood, Broward, FDOT) – Pump station installation
- 448576-1-52-01 (FDOT Funded) - Seawall and drainage improvements
- 448576-1-52-02 (3-way split funding between Hollywood, Broward, FDOT) - Pump station installation
- 448577-1-52-01 (FDOT Funded) – Drainage Improvements
- 448577-1-52-02 (2-way split funding between Hollywood & FDOT) – Two pump station installations; and

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance for Construction Work related to the DEPARTMENT's drainage improvements and seawall installations along SR-A1A from Sherman Street to SR-822/Sheridan Street in Broward, County, Florida. (Financial Management (FM) Number 448574-1-52-01, Funded in Fiscal Year 2023/2024); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work: construction (installation) of a pump station along SR-A1A (Financial Management (FM) number 448574-1-52-02, Funded in Fiscal Year 2023/2024) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the Mayor or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
 2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
 3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
 4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.
 5. The DEPARTMENT'S Construction Work is estimated to be TWENTY-FOUR MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED ONE DOLLAR AND NO CENTS (\$24,140,501.00). The PARTICIPANT's share of the Project is an estimated amount of SIX HUNDRED NINETY-NINE THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$699,300.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the PARTICIPANT'S share is less than the funds provided, the difference will be refunded to the PARTICIPANT. In the event the actual cost of the PARTICIPANT's share, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.
- (A) The PARTICIPANT agrees that it will, within thirty (30) days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of SIX HUNDRED NINETY-NINE THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$699,300.00), towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 448574-1-52-02. The DEPARTMENT shall utilize this amount towards the costs of Project No. 448574-1-52-02.

In the event there are unused and/or excess funds remaining on the Project, that remaining amount can be reallocated to FM# 448576-1-52-02 and/or FM# 448577-1-52-02, by the DEPARTMENT, to cover project costs without the parties entering into an amendment.

Payment shall be mailed to:
Florida Department of Transportation
Office of Comptroller
General Accounting Office, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:
Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project # 448574-1-52-02.

In order for FDOT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT will contact Jessie Barousse at 850-414-4861. In addition to calling Ms. Barousse, the PARTICIPANT shall send an email notification to D4-LFA@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) The PARTICIPANT'S share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT'S Construction Work is hereinafter defined as the "Total Accepted Bid". If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

- (C) If the PARTICIPANT'S payment for the accepted bid amount is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT'S payment for the accepted bid amount if such refund is requested by the PARTICIPANT in writing.
- (D) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, the failure of the DEPARTMENT to notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
- (F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- (G) The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the Three-Party Escrow Agreement between the COUNTY, the DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

6. Upon completion of the Project, the PARTICIPANT will comply with the provisions set forth in the District Four Maintenance Memorandum of Agreement (MMOA) which is attached hereto and made a part hereof as **Exhibit C**. The PARTICIPANT shall agree to maintain the Project in accordance with the terms of **Exhibit C**. The terms of this paragraph shall survive the termination of this Agreement.
7. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. The venue with respect to any such litigation shall be in Broward County.
8. This Agreement and any interest herein shall not be assigned, transferred, or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
9. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 448574-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
10. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
11. The PARTICIPANT / Vendor/ Contractor:
 - (A) 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 PARTICIPANT / Vendor/ Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors 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 subcontractor during the contract term.
12. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
13. 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 understandings 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. It is

further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Brad Salisbury
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hollywood
Department of Public Utilities
1621 N. 14th Avenue
Hollywood, Florida 33022-9045
Attn: Vincent Morello
With a copy to: City Attorney

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF HOLLYWOOD

Attest:

By _____
Josh Levy, Mayor

____ day of _____, 20____

Patricia A. Cerny, MMC City Clerk

Approved By: _____
David Keller, Interim
Director of Financial Services

APPROVED AS TO FORM AND LEGALITY
SUFFICIENCY for the use and reliance of the
City of Hollywood, Florida, only.

Douglas R. Gonzales,
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____ JOHN P. KRANE, P.E. _____
DIRECTOR OF TRANSPORTATION DEVELOPMENT

FDOT LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT "A"
SCOPE OF SERVICES
FM# 448574-1-52-02

The DEPARTMENT's project consists of the construction of a pump station at Sherman Street. The purpose of the pump station is to provide additional drainage capacity for SR A1A and the surrounding areas. The pump station will improve drainage in the area but may not address all flooding during intense rainfall events; especially when combined with continued sea level rise and extreme tides.

EXHIBIT B THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Hollywood ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Construction (installation) of a pump station
Project #: 448574-1-52-02
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

Name and Title

59-3024028

Federal Employer I.D. Number

Date

For PARTICIPANT (signature)

Name

Title

F-596-000-338

Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

EXHIBIT C

**MAINTENANCE MEMORANDUM
OF AGREEMENT (MMOA)
WITH THE
CITY OF HOLLYWOOD**

SECTION No: 86030
COUNTY: Broward
S.R. No: A1A
FM No: 448574-1-52-01,
448574-1-52-02,
448577-1-52-01,
448577-1-52-02,
448576-1-52-01 &
448576-1-52-01

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMA)**

THIS AGREEMENT, made and entered into on _____ 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 municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the **AGENCY** has jurisdiction over State Road (S.R.) A1A; and

WHEREAS, the **DEPARTMENT** seeks to install certain pump station improvements including but not limited to, specific elements of the pump structure system: pump station, valve box structure, diversion structure, hydrodynamic separator, energy dissipation structure, interconnected pipes (including all force main pipes), pump control panel, panel concrete pad, all electrical components, and all its associated features (electrical, mechanical, etc.) and connection points along S.R. A1A, hereinafter called **IMPROVEMENTS**, as described within **Exhibit A (Project Location, Description and Location Map)**, and have maintained by the **AGENCY**; and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all the **IMPROVEMENTS** constructed within the project limits under **FM No. 448577-1-52-01 & 448577-1-52-02** along S.R. A1A from M.P. 2.070 to M.P. 2.101 and, M.P. 2.408 to 2.447, **FM No. 448574-1-52-01 & 448574-1-52-02** along S.R. A1A from M.P. 4.003 to M.P. 4.045, and, **FM No. 448576-1-52-01 & 448576-1-52-02**, along S.R. A1A from M.P. 4.995 to M.P. 5.040, as detailed within **Exhibit B (Construction Plans)**.

WHEREAS, the parties have agreed during the design phase that a pump station will be required to adequately discharge storm water flows from the project limits; and

WHEREAS, the parties have agreed that designing the pump station to accommodate a certain amount of resilience to potential Sea Level Rise is prudent; and

WHEREAS, the Project involves the scope of work as described within **EXHIBIT A** and **Exhibit B** which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an agreement designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number _____ entered into this date _____ 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:

SECTION No: 86030
COUNTY: Broward
S.R. No: A1A
FM No: 448574-1-52-01,
448574-1-52-02,
448577-1-52-01,
448577-1-52-02,
448576-1-52-01 &
448576-1-52-01

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **DEPARTMENT** shall construct under **FM No. 448574-1-52-01, 448574-1-52-02, 448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01** the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B**, which will benefit the **AGENCY** and the **DEPARTMENT**. The **AGENCY** agrees to maintain the **IMPROVEMENTS** described within **Exhibit B**; and

- a) If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- b) The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA").
- c) The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.
- d) The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.
- e) All activities including **IMPROVEMENTS** installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Traffic Control through Work Zones.
- f) The most current edition of FDOT Standard Plans (Sight Distance at Intersections) must be adhered to.
- g) Lateral Offsets as specified in the FDOT Design Manual, Part 2, Chapter 215 must be adhered to.

3. MAINTENANCE OF FACILITIES

The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under **FM No. 448574-1-52-01, 448574-1-52-02, 448577-1-52-01, 448577-1-52-02, 448576-1-52-01 & 448576-1-52-01** within the limits of construction. Maintenance, inspection, repair, restoration, and replacement by the **AGENCY** will include but not limited to equipment directly adjacent/interconnected to the pumps: pollution control structures, valve box structure, diversion structure, energy dissipation

SECTION No: 86030
COUNTY: Broward
S.R. No: A1A
FM No: 448574-1-52-01,
448574-1-52-02,
448577-1-52-01,
448577-1-52-02,
448576-1-52-01 &
448576-1-52-01

structure, electrical panel equipment, interconnected pipes (including all force main pipes) specific elements: pump structure system and all its associated features (electrical, mechanical, generator, houses pumps, and trash rack etc.) and connection points at locations as described within **EXHIBIT A**.

- a) The **AGENCY** agrees to maintain as its sole cost and expense, the **IMPROVEMENTS** in compliance with any and all applicable laws which shall include, but not be limited to laws and regulations relating to the Americans with Disabilities Act (ADA") of 1990, as currently enacted or as may be amended from time to time.
- b) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination, The **AGENCY** shall not change or deviate from the **AGENCY's** approved Maintenance Plan as referenced in **Exhibit C (Maintenance Plan Requirements)** without written approval from the **DEPARTMENT**.
- c) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.
- d) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles or other assets occurring as a result of maintaining the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
- e) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
- f) The **AGENCY** shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT**.
- g) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking or **AGREEMENT** termination.

SECTION No: 86030
COUNTY: Broward
S.R. No: A1A
FM No: 448574-1-52-01,
448574-1-52-02,
448577-1-52-01,
448577-1-52-02,
448576-1-52-01 &
448576-1-52-01

- h) It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.
- i) Any work impacting traffic flow on S.R. A1A must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT'S** Open Roads Policy.

The **AGENCY** agrees to operate, and routinely and periodically maintain the pump structure system located within the project limits, including pay all utility costs solely under this Agreement or at the expense of the **AGENCY**. The pump structure system includes the entire pump station, including but not limited to all the pollution control structures, all pipes connecting the pollution control structures, pump control panel, panel concrete pad, electrical components, enclosures, as shown in **EXHIBIT A**

The **AGENCY'S** maintenance responsibilities for the pump structure system shall include, but not be limited to, the following:

- a) Periodically inspecting and maintaining the pump structure system and all its associated features (electrical, mechanical, generator, etc.) in accordance with the manufacturer's minimum care and maintenance requirements, and in accordance with the Project Plans and Specifications, but never less than once per contractual year.
- b) Adhering to the safety precautions prescribed by the manufacturer and enumerated in the Project Plans and Specifications.
- c) Complying with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as the same may be amended from time to time.
- d) Maintaining a service log of all maintenance activities. Those maintenance activities that are not documented in a service log shall be deemed to not have been

SECTION No: 86030
COUNTY: Broward
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FM No: 448574-1-52-01,
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448577-1-52-01,
448577-1-52-02,
448576-1-52-01 &
448576-1-52-01

performed. Service logs shall be kept at the pump station premises for review, as needed. Submit service logs to the **DEPARTMENT** once per contractual year.

- e) Repairs shall be the sole responsibility of the **AGENCY**.

The **AGENCY** shall have readily available back-up generators ready to be mobilized to each pump station within one (1) hour in the event power is lost.

The **AGENCY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

4. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time while the terms of this **AGREEMENT** are in effect it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF HOLLYWOOD, CITY MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. From the date of receipt of the notice, the **AGENCY** shall have:

- a) A period of ten (10) calendar days to notify the **DEPARTMENT** of any potential delays due to procurement of replacement parts and provide a repair schedule to the **DEPARTMENT**; otherwise,
- b) A period of thirty (30) days within which to correct the cited deficiency or deficiencies.

If the deficiencies are not corrected within the time period, the **DEPARTMENT** may at its option, proceed under one or more or a combination of the following items.

- a) The **DEPARTMENT** may repair any item or a number of items corrective actions, including the cleaning of the **IMPROVEMENTS** will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- b) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item or existing item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- c) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove within the limits of the **DEPARTMENTS** Right-of-Way, by the **DEPARTMENT** or its Contractor's personnel all of the

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IMPROVEMENTS installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions

- a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- b) By the **DEPARTMENT**, for refusal by the **AGENCY** to 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.
- c) By the **DEPARTMENT**, within a six (6) month written notice.

7. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

8. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically

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understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
- 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
- 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/ restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of

9. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) 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** for the work performed under this **AGREEMENT**; and
- 2) 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 subcontractor during the contract term.

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10. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except other agreement under **FM No. 448574-1-52-02, 448577-1-52-01, and 448576-1-52-02.**

EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

11. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount value thereof. Should the **AGENCY** disagree with the **DEPARTMENT'S** District Secretary's decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this agreement.

12. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

13. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The venue for any dispute arising from this Agreement shall be in Broward County, Florida.

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14. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT:**

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY:**

City of Hollywood
Attention: City Manager
P.O. Box 229045
Hollywood, FL 33022-9045

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

15. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Project Aerial
Exhibit B: Plans
Exhibit C: Maintenance Plan Requirements

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY

City of Hollywood, a municipal
Corporation of the State of Florida

By: _____ **Date:** _____
City Manager

Printed name: _____

ATTEST:

By: _____ **Date:** _____
City Clerk

Printed name: _____

Approved as to form

By: _____ **Date:** _____
City Attorney

Printed name: _____

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Sign: _____
Paul A. Lampley, P. E., Director of Operations

Date: _____

Approval as to Form:

Sign: _____
Francine Steelman, Assistant General Counsel

Date: _____

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EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the City of Hollywood, Broward County, Florida. **FM No. 448577-1-52-01 & 448577-1-52-01**, along S.R. A1A from M.P. 2.070 to M.P. 2.101 and, M.P. 2.408 to 2.447. **FM No. 448574-1-52-01 & 448574-1-52-01** from M.P. 4.003 to M.P. 4.045, and **FM No. 448576-1-52-01 & 448576-1-52-01** from M.P. 4.995 to M.P. 5.040.

II. Description

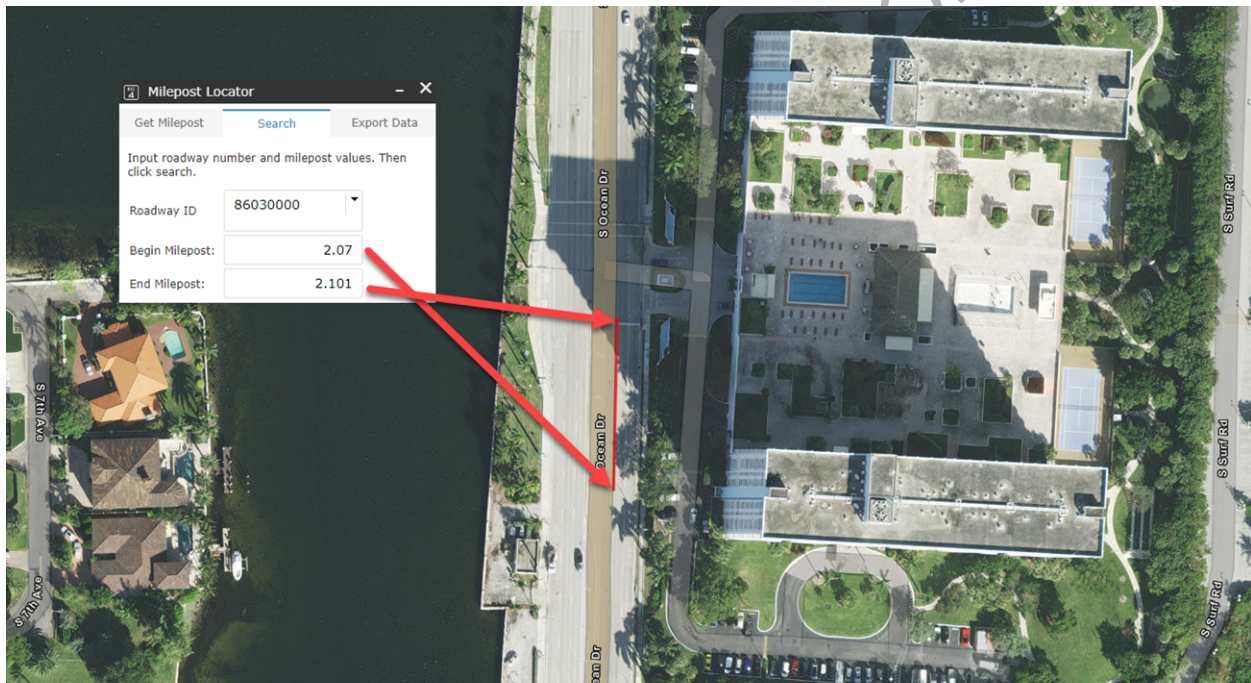
DEPARTMENT seeks to install certain pump station improvements including but not limited to, specific elements of the pump structure system: pump station, valve box structure, diversion structure, hydrodynamic separator, energy dissipation structure, interconnected pipes (including all force main pipes), pump control panel, panel concrete pad, all electrical components, and all its associated features (electrical, mechanical, etc.) and connection points along S.R. A1A.

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III. Aerial

FM No: 448577-1-52-01 & 448577-1-52-02

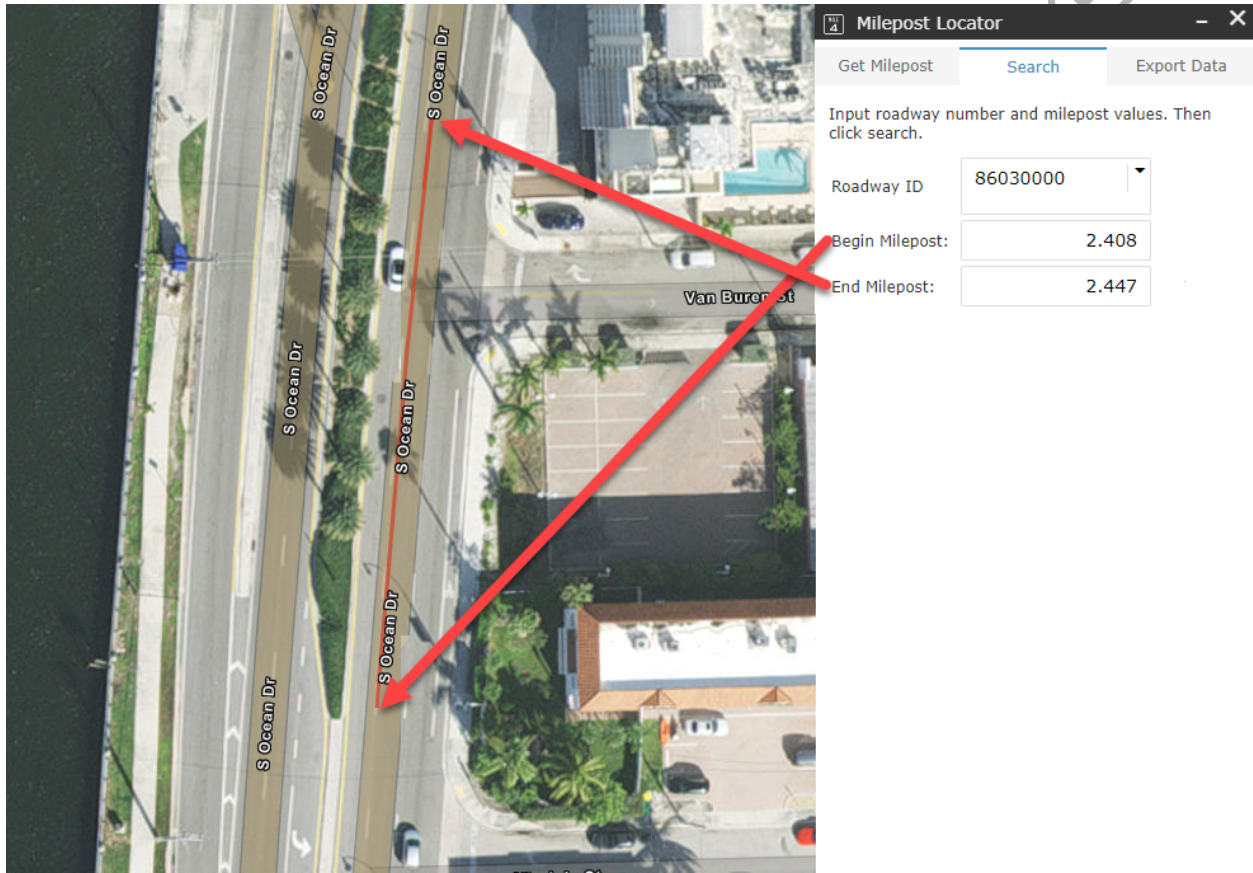
BEGIN M.P. 2.070 to END M.P. 2.101



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BEGIN M.P. 2.408 to END M.P. 2.447

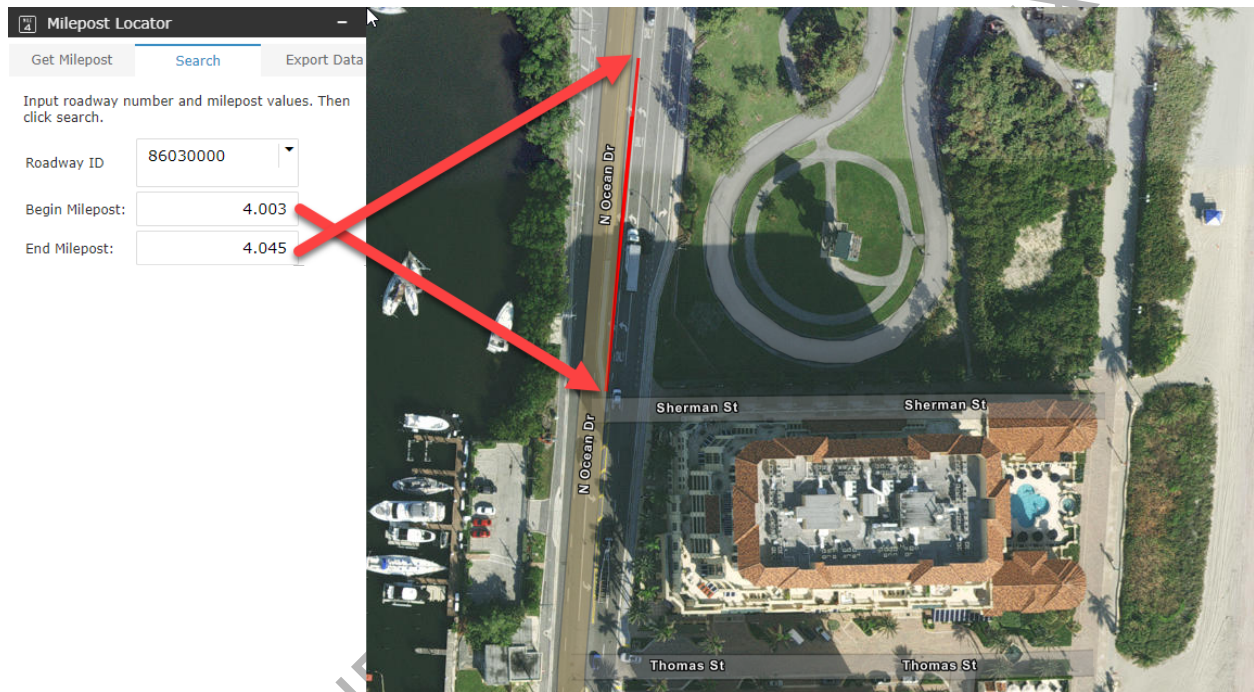
Virginia Street to Van Buren Street



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448576-1-52-01

FM No: 448574-1-52-01 and 448574-1-52-02

BEGIN M.P. 4.003 to END M.P. 4.045

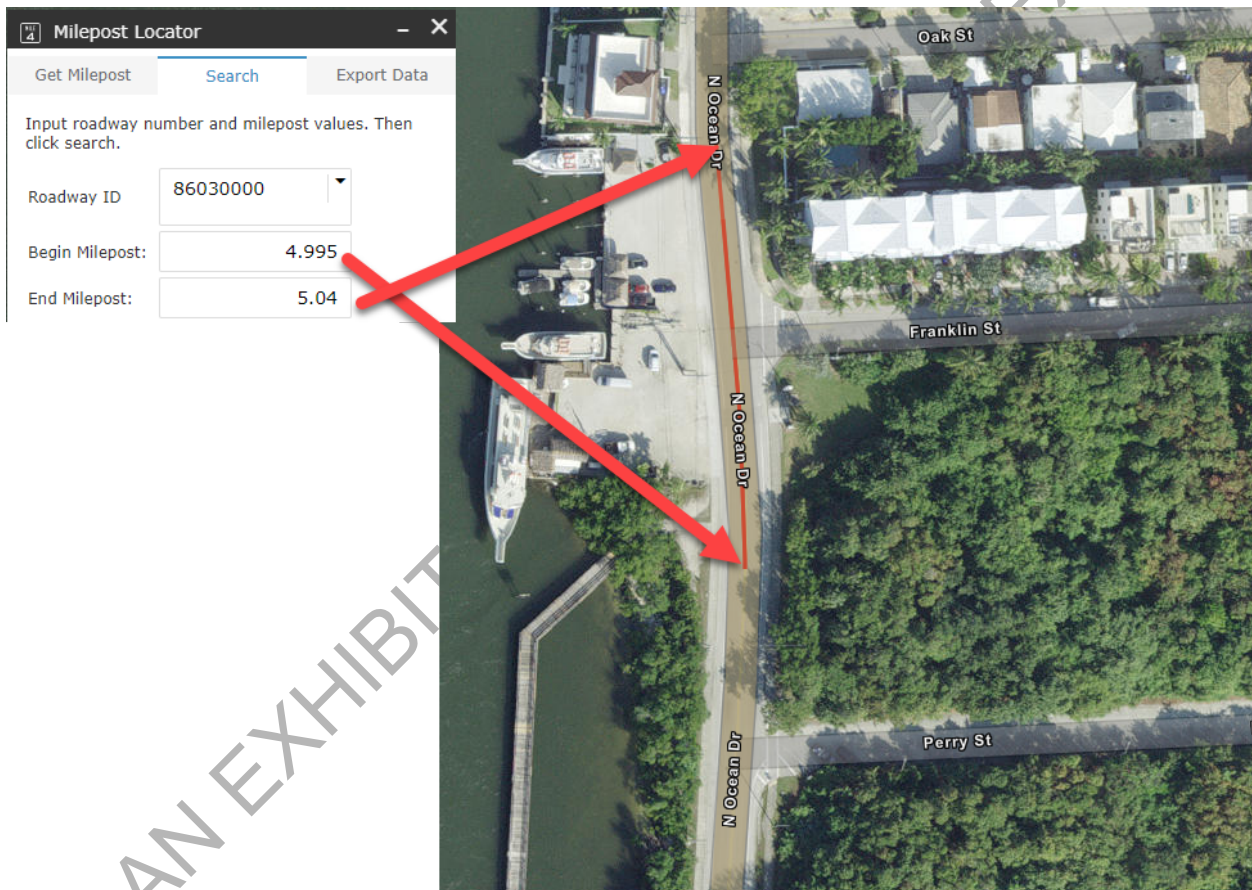


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FM No: 448576-1-52-01 and 448576-1-52-02

BEGIN M.P. 4.995 to END M.P. 5.040

S.R. A1A (North Ocean Drive): Drainage Improvements from Franklin Street to Perry Street



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EXHIBIT B

ROADWAY PLANS

Plans by Shaun P. Connor, P.E. dated _____ as approved by the Department.

PLANS (attached)

FM No: 448577-1-52-01 & 448577-1-52-02

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
20	1	KEY SHEET
21	2	SIGNATURE SHEET
22-23	3-4	DRAINAGE MAPS
24-25	5-6	SUMMARY OF DRAINAGE STRUCTURES
26-27	7-8	TYPICAL SECTIONS
28	9	OPTIONAL MATERIAL TABULATION
29	10	PROJECT LAYOUT
30-31	11-12	PROJECT CONTROL
32	13	GENERAL NOTES

ROADWAY PLANS

Plans by Jimmy Battaglia, P.E. dated _____ as approved by the Department.

PLANS (attached)

FM No: 448574-1-52-01 and 448574-1-52-02

33	1	KEY SHEET
34	1A	NOTES TO REVIEWER
35	2	SIGNATURE SHEET
36-37	3-5	DRAINAGE MAP
38-39	6-7	TYPICAL SECTIONS
40	8	PROJECT CONTROL
41	9	GENERAL NOTES
42-45	10-13	ROADWAY PLAN

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46-47	14-15	SPECIAL DETAILS
48-57	16-25	DRAINAGE STRUCTURES
58	26	UTILITY CONFLICTS
59	27	OPTIONAL MATERIALS TABULATION
60-63	28-31	DRAINAGE DETAILS
64-69	32-37	STORMWATER POLLUTION PREVENTION PLAN

FM No: 448576-1-52-01 and 448576-1-52-02

70	1	KEY SHEET
71	2	SIGNATURE SHEET
72-74	3-5	DRAINAGE MAP
75-76	6-7	TYPICAL SECTIONS
77	8	PROJECT CONTROL
78	9	GENERAL NOTES
79-81	10-12	ROADWAY PLAN
82-89	13-20	DRAINAGE STRUCTURES
90	21	UTILITY CONFLICTS
91	22	OPTIONAL MATERIALS TABULATION
92-95	23-26	DRAINAGE DETAILS
96-101	27-32	STORMWATER POLLUTION PLAN

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EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications including manufacturer's Operations and Maintenance Plan. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair