

**SECTION No.: 86000113, 86021501, 86531500**  
**FM No.: 434679-1-52-01**  
**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 the City of Hollywood, a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over the Hollywood Beach Gardens neighborhood, as part of the City of Hollywood Roadway System; and

**WHEREAS**, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

**WHEREAS**, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 434679-1-52-01, which involves sidewalk installation; hereinafter referred to as the "Project", as more particularly described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the DEPARTMENT may not spend state funds for Off-system projects; and

**WHEREAS**, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the 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**. The AGENCY is responsible for additional project costs determined to be Federal Aid Non-Participating.
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 2017, 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 FY 2017-18, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2017, 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, sidewalk improvements, minor drainage improvements and installation of signing and pavement marking. Additionally, upon final acceptance the DEPARTMENT shall convey all acquired property interests to the AGENCY. 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. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY’s public right of way.
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.
  - a. AGENCY'S UTILITIES: The AGENCY shall be responsible for relocating and adjusting its own utilities including connection with utility customers.
9. Signals: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to affect signal and interconnect connections for the Project.
10. Minor drainage improvements include regrading of existing swales to accommodate the proposed sidewalk improvement.
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

[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  
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.

**Summary of Work**

The Hollywood Gardens sidewalk project is a neighborhood sidewalk improvement project within the Hollywood Gardens neighborhood. The project proposes to install sidewalk to fill in gaps on multiple streets within the Hollywood Gardens Beach area. The area is bounded by Hollywood Boulevard in the south, Johnson Street in the north, SR-7/US-441 in the west and 56<sup>th</sup> Avenue in the east. A segment of Taft Street from north 20<sup>th</sup> Avenue to east 14<sup>th</sup> Avenue is also included in the project.

**Typical Section**

- The typical section on Glenn Parkway and Columbus Parkway with 70' right-of-way consists of one travel lane and bike lane in each direction, swale and sidewalk on both sides.
- Johnson Street typical with a right-of-way that varies from 45' to 70' consists of one travel lane in each direction and a Two Way Left Turn (TWLT) lane. Swale and sidewalk on both sides.
- The third typical on Buchanan, Pierce, Taylor, Tyler Streets, N 59<sup>th</sup> Avenue and N 57<sup>th</sup> Avenue with 50' right-of-way consists of one travel lane in each direction, swale and sidewalk on both sides.
- The fourth typical on Lincoln, Polk, Fillmore Streets, and N 59<sup>th</sup> Avenue with 50' right-of-way consists of one travel lane with shared lane markings (sharrows) in each direction. Swale and sidewalk on both sides.
- The fifth typical on Taft Street with a right-of-way that varies from 50' to 65' consists of one travel lane with shared lane markings (sharrows) in each direction. Swale and sidewalk on both sides.

**ADA**

- Proposed sidewalks will be ADA compliant.

**Drainage**

- Drainage improvements include construction of bio swale trench and/or localized inlets with exfiltration trench in the swale adjacent to the new sidewalk, to mitigate for the additional impervious area and additional runoff.

**Landscape**

- Landscape is limited to the evaluation of existing trees and analysis of design scheme to mitigate impact. Trees impacted by the proposed designed may be removed or relocated by the City prior to construction.

### Signing and Pavement Markings

- All signing and pavement markings will be updated to ensure conformance with the Manual on Uniform Traffic Control Devices (MUTCD).