

SECTION No.: N/A  
FM No.: 429576-9-52-01  
AGENCY: City of Hollywood  
C.R. No.: N/A

**DISTRICT FOUR  
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, 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 collectively referred to as Parties.

**WITNESSETH:**

**WHEREAS**, the AGENCY has jurisdiction over Taft Street, 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's geographical limits and the AGENCY agrees to have 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 with the AGENCY to maintain the project; and

**WHEREAS**, pursuant to such authority, the DEPARTMENT and the AGENCY agrees to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 429576-9-52-01, which involves milling and resurfacing, minor widening, shared use path installation, tree disposition, lighting, drainage and signing and pavement marking; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

**WHEREAS**, the DEPARTMENT may not spend state funds for off-system projects; 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 as Exhibit B 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 recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project. The AGENCY shall satisfy any tree permit obligation imposed by Broward County.
4. 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.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2024, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2023-24, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2024, 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, roadway elements, drainage system, sidewalk and shared use path, signing and pavement markings, lighting and landscape.
  - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project.
  - b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specification previously approved by both the DEPARTMENT and the AGENCY.
6. No additional right of way is required for the PROJECT. The PROJECT can be completed within the AGENCY's existing right of way.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. 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 solely responsible for ensuring that the Project remains 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. The AGENCY shall be the applicant for all occupancy permits that are required for the Project.

9. 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. At its own expense, the AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to timely comply with said request.
  - a. AGENCY'S Utilities: The AGENCY shall relocate and adjust its own utilities including connection with utility customers.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project.
11. Drainage: The drainage improvements within each system will include modifying the existing swales, implementing proposed inlets, and maintaining connectivity of the proposed/modified roadways. The stormwater management systems will also include exfiltration trenches to improve the water quality and maintain the existing conditions discharge rates for each system. The proposed stormwater management systems will comply with all water quality and flood protection requirements of SWFMD and Broward County's Surface Water Management Program.
12. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
13. 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.

14. 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.
15. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
16. Additional Insured: The DEPARTMENT shall include the following paragraph as part of Section 7-13.2 of the Standard Specifications for Road and Bridge Construction, Division 1, General Requirements and Covenants (January 2024), as amended, applicable to this Project:
- “Cause City of Hollywood to be an additional insured party on the Contractor’s Public Liability and Property Damages Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.”
17. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
18. LIST OF EXHIBITS
- **Exhibit A:** Project Scope
  - **Exhibit B:** AGENCY’s Resolution

[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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by Office of the City of Hollywood Attorney

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

DEPARTMENT

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

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 project consists of modification to Taft Street. The improvements along Taft Street include

- Milling and resurfacing at three intersections (Taft Street & N 58<sup>th</sup> Avenue, Taft Street & N 56<sup>th</sup> Avenue and Taft Street & N 46<sup>th</sup> Avenue)
- Minor widening on the southside of the road from SR -7 to N 59<sup>th</sup> Court
- Milling and resurfacing with overbuild from SR-7 to N 59<sup>th</sup> Court
- New curb and gutter and sidewalk on the northside of the road from SR-7 to N 59<sup>th</sup> Court
- Shared use path on the north side of the road from N 59<sup>th</sup> Court to N 40<sup>th</sup> Avenue
- Bus pad improvements due to addition of shared use path impacts
- Driveway improvements due to addition of shared use path impacts
- Drainage improvement due to addition of shared use path impacts
- Signing and pavement markings on the resurfaced and widened pavement
- Light pole installations and luminaire replacements on the north side of the road
- Tree dispositions on the north side of the road due to addition of shared use path and the drainage improvements

#### **Typical Section**

The proposed typical section on Taft Street consists of a two-lane two-way undivided roadway with minimum 11' thru lanes and 10' turn lanes. A new concrete curb and gutter and a 9' concrete sidewalk on the north side of the road is proposed from SR-7 to N 59<sup>th</sup> Court. A 9'-11' (8' at confined locations) shared use path is proposed on the north side of the road from N 59<sup>th</sup> Court to N 40<sup>th</sup> Avenue. The shared use path is separated from the roadway by a 5'-6' sod strip.

#### **ADA**

Proposed sidewalk and shared use path will be ADA compliant. The existing ADA ramps at Taft Street & N 58<sup>th</sup> Avenue, Taft Street & N 56<sup>th</sup> Avenue and Taft Street & N 46<sup>th</sup> Avenue intersections (all corners) will be ADA compliant. The proposed bus pad improvements due to addition of the shared use path will be ADA compliant.

#### **Drainage**

Exfiltration trenches and inlets will be provided on the northside of the road to mitigate additional impervious area and additional runoff due to addition of the shared use path.

**Permits**

FDOT will acquire surface water management license from Broward County in the City's name.

**Signing and Pavement Markings**

All proposed signing and pavement markings will comply with Manual on Uniform Traffic Control Devices (MUTCD) And will be submitted to Broward County Traffic Engineering for review and approval. Once constructed, asbuilts will be submitted to BCTE for review and approval prior to final acceptance of the project.

**Landscape**

Trees impacted by the proposed shared use path or by the proposed exfiltration trenches will be removed.

**Lighting**

Existing FPL poles along the corridor will be upgraded to meet the current lighting standards. New luminaires and arms will be added to some of the FPL poles. The city will enter an MOU with the FPL for installation and maintenance of the proposed luminaires and arms as well as upgrade of the existing luminaires. New light poles where proposed will also be installed and maintained by FPL under the city's MOU with FPL. Lighting will be designed, and conduit will be placed as part of the project by the Department.

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**EXHIBIT B**

**City of Hollywood Resolution**